

Floyd County Board of Supervisors/Board of Trustees for Drainage District #3 Meeting
August 8, 2023, 9:00 a.m.

The Floyd County Board of Supervisors met at Floyd County Courthouse EOC/Training Room with the following in attendance: Supv Mark Kuhn, Supv Dennis Keifer and Supv Jim Jorgensen.

Keifer/Jorgensen moved to approve the agenda as presented. Motion carried 3-0.

Public comment: None

Tyler Conely, Bolton & Menk engineer, presented the Drainage District #3 Main Open Ditch Project Manual with originally planned bids due and reviewed August 24, board approval on August 28 and project completed by September 30, 2024 due to fall grass seeding season. The project includes a \$590,000 estimated cost, 5% bid security, \$500 per day for liquidated damages, and a 1-year performance bond after completion for failure due to negligence. Conley mentioned the changes made to the plans from the engineer's report previously filed is they are cleaner, finished, details are higher level and property owner comments are noted in the plans, such as riparian CRP areas, tree removal, a well, a concrete lane not being used and lawns be avoided if possible.

Supv Kuhn mentioned that Bob Goodwin, Goodwin Law Office Drainage Attorney, was not able to respond to Merlyn Schweizer's questions from the July 28 meeting so the county will not talk about those items today. Schweizer made additional suggestions including delaying the start until the crop is out, trustees talk to every landowner to let them tell them which driveway to use, the district should not pay for private line repairs, all tile for the project to be purchased through the county, all pipe to have an animal guard in it, charge \$500 for lateral and private tile work, the disposition of trees removed, marking private tile before the start of the project, and consideration of someone other than Bolton & Menk to oversee the project work. Schweizer believes there are incorrect references in the specifications such as two laterals, tiles not in the district, sizes of existing tiles, Sherman Creek, and Hwy 14, and believes Bolton & Menk should not be paid for corrections to the specifications.

Conley responded that the tiles referenced in the specifications are based on a blend of private and district tiles the survey crew found; trees and heavy cover on the ditch make it difficult to find tiles and what is provided may not be all of them. Original drainage district records are also used to give the contractor information on what to expect but those records are not always accurate. Estimated quantities are outlined in the contract and prices of additional tile bid in the contract will not be reconsidered through the project. The district will only be charged for pipe used for the project, not what the contractor orders; contractors typically order a safe amount to begin with and refine as the project goes. Regarding trees and how they are ultimately disposed of, Conley said there is no problem with the landowners having separate conversation with the contractor for an agreement to be worked if the landowner wants the trees. Conley mentioned that mislabeling of roads has been brought up and those types of changes will be made to the specifications at no additional expense.

As far as the amount of observation and inspection, Bolton & Menk are not onsite for the full duration of the excavation and tree removal; they are periodically onsite to make sure things are progressing well and they do have 100% sweep of district for pipe, the most efficient way to do so for the least amount of cost. Conley would be responsible for items such as construction staking of right of way, constraints, offset staking of elevations to dig to, marking tile locations, sizes and conditions, and log required pipe for replacement. A pre-construction meeting would be held to go over field specifics and contact information. Once work starts, the site would be visited 1-3 times per week to check grades, quantities, etc., and cross-reference the contractor's log and photos with Bolton & Menk's logs. Should logs not be in agreement, documentation to support adjustments has to be made before the contractor's application for payment is submitted so the district does not pay for more than what was agreed upon.

In regard to hiring someone else or in addition to oversee the project, consensus of the Board was that there was no reason to hire someone else.

Schweizer claimed on another project a contractor turned in cost of a pipe years after the project was completed and the district was stuck with the bill and believes this wouldn't happen if the pipe was purchased through the county rather than the contractor. Jacob Page, County Engineer, commented that pipe purchased through Secondary Roads is from the same suppliers and at the same price as what the contractor's pay and does not recommend the pipe should be ordered through the county.

Keifer inquired about separating tree removal and split components of the project. Conley has seen it done in a district where the trees were so thick so it was bid separate in essence to get the whole project done. Splitting this project is not recommended because of separate mobilizations; experience is that tree removal would be slower

than ditch work. If a contractor wants to sublet tree removal to other interested parties, the code allows for that as long as the trustees know that subcontractors are involved. Conley is not sure if it would have an overall effect on the bottom line to split the project but thinks it could be more of a negative impact, but the specifications would allow for a bidder to bid as such. Should the trustees want to have two different contracts, one for tree removal and one for ditch work, separate sets of plans and specifications would need to be created. Kuhn questioned how you would break down the units; Keifer suggested having a contractor on each side of the ditch. Jorgensen questioned the efficiency of two separate tree removal contracts; Page's experience is that if you have two lettings at the same time, you will have higher cost. Dave Bledsoe commented that every landowner has to pay, thinks splitting makes this more complicated and believes one contractor is going to be less expensive than two or more. Ron Nauman commented that tile prices have multiplied in the last three years, looking at that, there might be one or two that gets missed because it is covered up with dirt, and the more people you get involved, the more it will cost.

Curt Marth questioned if the trustees would agree to start after crops are out. Kuhn commented that may make sense, but it may be irrelevant by the time the project gets awarded and work starts. Conley commented there will be either crop in the fall or areas in the spring that may need to go unplanted but here is work that could be started before harvest once the project is awarded. The start date to be subject to the engineer's approval.

Jeff Murray questioned what needs to be done if there is work on CRP ground. Doug Johnson responded that each landowner is going to need to contact the FSA and discuss what they will be allowed to do. Keifer mentioned he visited with an FSA representative who said there are specifications for the landowner in regard to permission to disturb the CRP land.

Guy Carpenter questioned if the specifications consider trees that have been removed already, such as on the Bledsoe property, and if any sort of credit would be given for landowners who already removed trees. Conley is aware that some trees have been removed but has never heard of a special consideration made by the trustees to give consideration outside of the assessment schedule.

Murray questioned if there is a value to trees that can be figured into the contractor's bid. Kuhn mentioned the landowners can work with the contractor on what they want to do. Conley said the contractor is responsible for the removal of trees and has seen them logged off, agreements with the landowner to have the felled trees, chipped the trees onsite, burned and buried, any of which is allowed in accordance with county codes.

Rock removal of rock and debris from leveled spoils and disposed of.

Gordon Boge questioned what is done with excess dirt or other material. Conley explained that spoil material brought out of the channel and get placed on the border as much as it can. Spoils get placed uniformly, leveled and worked so that it is traversable and farmable on both sides of the facility. Debris is worked up to the best that the contractor can do, gathered up and disposed of in effort to keep from loading and trucking dirt offsite which can become expensive. Conley mentioned that damages in and outside of the right of way (ROW) shall be considered at the completion period. Landowners can make claims at the completion period but anything outside of the right of way does not have to be paid. Landowners do still own the ground even though there is a ROW easement and they have the full benefit of the easement area as long as they do not put a permanent structure in the easement area.

Keifer questioned if the cost for tree removal would be separate from cleaning of the ditch; Conley said Part C in the project manual has a very detailed list for items and quantities. Schweizer thinks the disposition of the trees should be up to the landowner. Boge thinks trees of 12" diameter or bigger should not be buried or burned because the sawmills in the area will pay for those trees. Murray commented he doesn't want to deal with the trees. Conley mentioned the plans could call for trees to be felled and placed in an area for landowners to take care of but has seen where tree piles still sit where they were placed based on landowners disinterested in removing the trees in other projects. Neil Fullerton, a potential bidder, questioned what happens if a landowner does not want trees to be burned and buried on their property; Conley said this practice is allowable as long as the burn and bury is done within the ROW and doesn't otherwise violate a county ordinance. Jorgensen commented that if the trees are left, the beavers would likely drag them into the ditch or high water would move them to the ditch.

After hearing comments, the consensus of the trustees is to have one letting, tree removal arrangements can be made between the landowner and the contractor, Bolton & Menk will update mistakes discussed at no charge, the county will not purchase pipe for the project, and the project can start after crops are out.

Kuhn/Keifer moved to table acceptance of DD #3 Main Open Ditch Repair until the August 21 meeting. Motion carried 3-0. Subsequent items will be addressed at that time.

The trustees discussed an invoice for \$720 presented by Tom Ramker for work he hired David Sargent to do to clean the main open ditch waterway on his land. Ramker explained that he brought the beaver dam issue to the county sometime between two and four years ago and just got tired of waiting around for something to get done. The work took about six hours to completed, the problem was fixed, and water is staying where it should. Matt Ramker said he is aware they fixed a problem on their land but know it was not a solution to the district issue. Discussion included some landowners take care of trees before doing damage to tile and others don't. Kuhn said the Board is considering hiring someone to review all the districts and know the effect of this cost is borne to the next generation of farmers. Jorgensen mentioned the question on how to handle this has been asked of the drainage attorney and suggested waiting for his response before taking action. Kuhn/Keifer moved to pay the claim for \$720 to David Sargent, assess \$720 to the landowners of the Main Open Ditch with anyone assessed over \$500 to be allowed an option of a 10-year spread at 5% interest. Motion carried 3-0.

Keifer/Jorgensen moved to adjourn. Motion carried 3-0.

ATTEST: _____

Gloria A. Carr
Floyd County Auditor

Mark A. Kuhn, Chair
Floyd County Board of Supervisors and
Drainage District #3 Trustee