

## BALDWIN TOWNSHIP SPECIAL MEETING

JULY 15, 2019

**Present** – Supervisors Jay Swanson, Tom Rush, Bryan Lawrence and Larry Handshoe. Supervisor Patrick Hudson arrived at 6:02 p.m.

**Call to Order** – The July 15, 2019 special meeting of Baldwin Township was called to order by Chairman Jay Swanson at 6:00 pm

**Pledge of Allegiance** – All present recited the Pledge of Allegiance.

**Meet with Township Engineer, Nick Anderson** – Swanson asked if Bogart, Pederson was still the firm to use to design sewer systems, such as Frontier Trails. Anderson replied 'only if Jon Bogart wants to design. There are only a few firms that are licensed.' Swanson stated that if others want to get online, we would need an engineer. Anderson replied that he would need to bring Jon (Bogart) out of retirement for that. Swanson stated that we have existing systems that may have to be rebuilt someday. The next one is a peat system. Anderson responded that his firm is 3 years away from being licensed for a system like that. Lawrence stated that he knows Jon (Bogart) is in retirement but the township would like to build a relationship with a company that can design such systems. Swanson stated that when it happens it will have to move quickly.

Discussion regarding 136<sup>th</sup> Street: Swanson stated that Bogart, Pederson was the design team. The cost was \$1.2 million. There are a few things wrong with it: multiple cracks. What I have heard from you is that you did not own the company at that time. Anderson stated that he does not know what to tell you about all those cracks. He doesn't think it is extraordinary. Swanson stated he talked with Andrew Witter (Sherburne County Public Works) and, had we asked for Baldwin's portion to contain a warranty, it would have been bid as a warranty project. What did the contract say? Anderson replied that it did not have a warranty and usually we have a warranty in the bid. Swanson stated that the engineering firm should have been on top of it. Anderson stated that there are wetlands on both sides of the road and a longitudinal cracks within 100 feet of that. He does not know if the wetlands did it or muskrats. It would cost \$4,000-\$6,000 to fix before the road gets sealed. Anderson does not feel responsible for it as there was a wet subgrade in that situation. Handshoe stated that there was a \$70,000 change order. Anderson stated that was definitely a muck situation and his plans show exact limits of the muck written on by his inspector.

Rush stated that he is disappointed as this project was \$1.2 million. Our road budget is \$500,000. You, as the engineer, should ensure a warranty. Anderson stated that he does not want to shirk the responsibility for it. Discussion on different oils. Anderson stated that when a road gets to be 30 years old with C oil you get less maintenance. Other problems are that contractors are trying to cut the oil back and putting recycled asphalt in it. The township has been going without any testing and he feels the

engineer should be out in the field to test. Oil content in this part of the state is the lowest. He personally uses C oil in other townships as it cracks less in the front end, however, the road will not be any better 30 years out. Will the higher cost of the C oil pay for the cost of the maintenance you would have done? Probably not. The perception will be better as there will be less cracking and it would look better. Anderson would like the township to do testing as it will guarantee you will get what you pay for. The cracking out there is typical for traverse cracks. If it was a lighter winter there may have been less cracks. A lot of the cracks are hairline which is not good as it will be a crack in 15 years. Swanson asked when the township should crack seal. Anderson replied within 6 years and seal coat by 2023. Discussion on routed crack seals that have a big roll coming out of them.

Swanson stated that the township is caught in a catch 22. We did not know that we did not have a warranty. The \$60,000-\$70,000 in crack sealing. Think about what C oil would have been in an upcharge. Moving forward, the township is not in a position to give up a warranty. Lawrence asked what the warranty would cover. Would it cover the cracks? Anderson replied that it would not have covered the cracks but would cover workmanship and product. We have no test results. We have a warranty in our specifications and in our contract. However, this was not our contract. It was a state and county contract. Hudson asked if there was a claims process available to the township. Anderson replied, 'up to one year, but what would the claim be on?' The board replied 'cracks'. Anderson stated that Hardrives did the first lift and Knife River did the second lift. Anderson stated that Bogart Pederson will cover the longitudinal cracks. Swanson replied that they are already alligatored and busted up and he thinks it is ongoing and will get worse. Anderson asked if there was hole there and, if so, he has a hunch that there is a void under there. Swanson asked when the appropriate time would be to start digging. Anderson replied this Fall unless you want to go sooner. Anderson is offering to do that because he does not have an explanation. Handshoe asked how much was saved by going with the county. Anderson replied, 'quite a bit'. Discussion regarding testing. Anderson stated that he will start writing testing into specifications. Swanson asked if there was 'after the fact' testing. Anderson replied that we can. Lawrence stated that, bottom line, with our part of 136<sup>th</sup> Street our contractor had no design and no criteria, and we had no idea what they would use. Discussion on criteria to meet for a 9-ton road. Anderson stated that 136<sup>th</sup> Street is considered a light 9-ton road with 7 inches of base and 3-1/2 inches bituminous. The county bid it out that B oil would be used. Swanson asked if after the fact testing would be worth it. Anderson replied that it would not cost over \$500 per core and then the Town Board would find out if you got the mix and oil you asked for along with checking the density and thickness.

Discussion regarding bringing in contractors: Lawrence stated that the Town Board's concern is questioning your loyalty to the contractors and your loyalty to Baldwin. As our engineer you need to be defending our position on the cracks, etc. We want to make sure that you are defending our position on the projects we have going and arguing on our behalf. Discussion regarding the 305<sup>th</sup> Avenue culvert project and the fact that the Township had to add ½ ton to the road to fix it up. Anderson stated that the

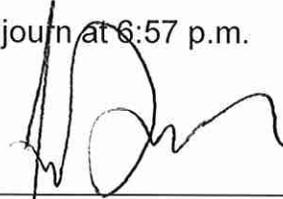
contractor could not help the road breaking up. Anderson had told the contractor 16 ton but 15 might work. The contractor brought in 15 ton. Lawrence stated that Anderson is our conduit. When the work is done it should look acceptable to us. Discussion on the breakup of the road.

Staff requirements during road evaluations: Lawrence stated that he is not convinced that if we are paying you that we need our staff with you. There have been numerous times where staff is out with you. Anderson stated that it is easier as they know where the locations are. Rush stated that he did give Zac (maintenance employee) permission to go out and meet with Anderson at Goose Lake. Lawrence stated that we need to be more diligent as we are being billed twice (engineer and employee). Lawrence would like to reiterate that Swanson is the Chairman and the one that directs. The only thing we should be billed for is when the Town Board or Swanson says go ahead and take a look. Discussion regarding driveway permits and the need to increase Anderson's fee from \$50 to \$75 per permit or by the hour. Anderson will talk with other Townships to see what they are charging.

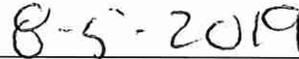
**Adjourn** – Lawrence/Handshoe unanimous to adjourn at 6:57 p.m.



Submitted By: (s/) Cathy Stevens  
Clerk/Treasurer  
Baldwin Township



Approved By: (s/) Jay Swanson  
Chairman, Board of Supervisors  
Baldwin Township



Date