

DRAINAGE MEETING  
JOINT DISTRICT HAMILTON #105-STORY #1  
AUGUST 7, 2023

The Hamilton and Story County Drainage District Trustees met in the Public Meeting Room of the Story County Administration Building in Nevada, IA via Zoom to consider payment of damages and approval of project completion (documents on file in the Auditor's Offices of Hamilton and Story Counties) on an open ditch repair in Joint Drainage District Hamilton #105-Story #1, Story County controlling. Members present were Latifah Faisal, chair, Linda Murken, and Lisa Heddens of Story County and Jerry Klobberdanz, Dan Campidilli, and Rick Young (joining the meeting at 10:40 a.m.) of Hamilton County. Also present were Story County Engineer Darren Moon, Drainage Clerk Scott Wall, and Communications Assistant Bryce Garman, Hamilton County Drainage Clerk Lori Klobberdanz, Bolton and Menk Engineer Tyler Conley, and district landowners Ted Frandson and Nick Hermanson.

Faisal called the meeting to order at 9:30 a.m.

Murken moved, seconded by Klobberdanz, to approve the agenda. Motion carried unanimously (MCU).

Conley stated the certification of project completion is necessary to meet the requirements of Code of Iowa Section 468.101. The attached completion report includes a brief overview of the project including dates for the commencement and completion of work and a change order which reduced the project cost by \$84,650.35. That savings comes from quantities of riprap and pipe that were not needed in the project. There is a 10% retainage that is still due to the contractor, Larson Contracting Central LLC, which should be paid 30 days after approval of the completion notice. Such approval will also start the one-year maintenance period during which the contractor can be made to return to correct any deficiencies resulting from their work.

The second part of the completion documents are estimates of damages to properties along the open ditch where the work took place. The contractor was responsible for seeding within the ditch banks but everything outside the banks is the responsibility of the adjacent landowners. This is largely because the owners know what was planted there before and, in the case of CRP lands and buffer strips, the seed mixes can vary from owner to owner. The Code requires that property damages be paid on any lands outside the district's easement but it has been Tyler's and his predecessors' recommendation that damages be paid inside the ROW as well. The damages in the report include the area within the district right-of-way (ROW). Landowners can accept the estimated damages or submit their own, written claims before the end of this meeting.

Klobberdanz said Hamilton County normally does not pay for damages within the ROW.

Conley said he had included the damages within the ROW to be consistent with past projects in Story County. Ultimately, the decision on payment of damages lies with the trustees.

Conley reviewed the four claims (attached) that had been received before the meeting. The first was a verbal concern from Brad, who tenant farms Townswick Family Farm land at the north end (top) of the open ditch. Brad has asked that two tiles which are broken inside the bank and were not repaired during the project needed to be repaired now.

Faisal asked why the tiles were not repaired during the ditch cleanout.

Conley said because these tiles were damaged behind the face of the ditch bank they were not apparent from the surface. Conditions were largely dry throughout the repair but now that we've had some wetter

weather the buried tile are “weeping” into the soil and the resulting seepage through the ditch banks gives a good indication of where they are. They’ve been flagged and should be repaired after crops have been harvested. This is not a claim in the traditional sense as no one is requesting payment. This is simply a situation that has become noticeable now. This would not necessarily be Larson’s responsibility. A local contractor could do the work.

The second claim is from Nick Hermanson of Woodbury Farms. Mr. Hermanson does not believe the estimated damages are sufficient to cover his costs to restore the buffer strips along the land he farms which is held under the names Peter A. Hermanson Revocable Trust, PJM Partnership, LLC, Rusby, LLC, and Woodland Farms, Inc. He has submitted a claim that comes to \$249.00/acre. Conley said the claim was well itemized and he does not find the amount to be excessive.

Heddens asked what the total acres were along the ditch.

Conley said there were 29.94 acres but the CRP acres are not calculated separately. They are just part of the total. There are approximately 27.25 acres of CRP so the restoration cost would be \$6,812.50 at \$250/acre.

Kloberdanz asked if Mr. Hermanson’s claim was for just the property he farms or for the entire length of the open ditch.

Heddens said her impression was that Mr. Hermanson was making a request for all buffer CRP along the ditch.

Murken said that would mean the district would be paying increased damages to property owners who did not file claims.

Conley said there were aspects of Mr. Hermanson’s claim that made it sound like he was talking about the entire ditch but, under the Code, he can only claim damages on his land and no one else has contested their estimated damages beyond what we have received. The Hermanson parcels amount to 11.32 acres at \$249/acre for a total claim of \$2,818.68.

Conley said the next claim was from Ted Frandson who is attending in person and might want to present his claims/objections himself.

Murken asked for clarification as there are two Frandson properties in the report.

Frandson said the land he farms is owned by Leah Frandson Life Estate. Frandson asked Conley if he agrees that the contractor worked outside the district ROW.

Conley did not think they had, generally speaking, but there has been some disagreement as to what the ROW is.

Frandson said what about outside the staked (new) ROW.

Conley said the contractor had been outside the road ROW but generally within the district ROW. Where they did work outside the district ROW was justified by geographic restrictions and those areas are included in the estimated damages as required by Code.

Kloberdanz noted that Hamilton County does reimburse for damages outside the ROW since, as Conley noted, geography sometimes dictates where work must be done. They do not pay for damages inside the ROW.

Frandsen said he had not realized until this meeting that he would have to reseed the spoil inside the ROW but outside the ditch banks. The claims he has submitted do not include the costs he will incur for doing so. They are only for damages outside the ROW. He will now incur additional costs to reseed the area outside the ditch banks. He would like the opportunity to submit a claim for damages for reseeding the land within the ROW outside of the ditch.

Conley said the contractor is only responsible for seeding within the ditch banks. Landowners know what seed mix they used on the top of banks and this is why they are responsible for reseeding and why they can claim additional damages for that expense at project completion.

Frandsen said none of the seeding has taken inside the ditch. It has completely gone to weeds. His operation left the top of banks in grass rather than farming to the edge of the bank and grass was well established and the land was at grade with the field. Now land will never grow crops again because of the high clay content of the spoil. In addition, the spoil bank is too steep to farm even if you could grow something in it. The biggest issue Frandsen has is that significant depths of clay were deposited outside the ROW and nothing will ever be planted on that again. He will have to remove the spoil from outside the ROW to be able to use that land for crops.

Conley said the spoil was all placed on the east side of the ditch on Frandsen's property because of the presence of Highway 69 on the west. The spoil in this area could either be feathered out along the east side of the open ditch or trucked out, which adds significant cost. Spoil was spread on the east side of the ditch only and, in Conley's opinion, the result is both traversable and farmable. The fertility of the spoil is debatable. He is sympathetic to areas of spoil that are outside the district ROW and the impact on productivity. It should be noted that this is not the last work that will ever be done in the district which is why having a defined ROW is important.

Frandsen said his claim is only for the spoil outside the ROW. It is for excavating the spoil outside the ROW and placing it within the ROW. The project has also created a wet spot on his land that cannot surface drain into the ditch as it used to do. The contractor is obligated to mitigate the ponding caused by their work either with a tube or with excavation, which would be simpler.

Frandsen said he assumed he would be contacted when work was to be done on his property but he never heard anything. He knew there was a project and he knew about the ROW but not when it would take place. When the work got close to his property he drove out and watched it proceed for a while. Not only did the contractor drive across his fields to get to the ROW but the cleanout of the ditch bottom was poorly executed, leaving small meanders that will slow the flow of water going forward. He would not have allowed the work to continue the way it was being done but that was out of his control and there is nothing to be done about it now.

Murken asked how many cuts Frandsen was requesting be made in the swale for the \$2,500 estimate Frandsen submitted.

Frandsen said just one. The spoil is deep and will require substantial excavation.

Murken asked if the trustees needed to address the question of just where the ROW is.

Conley said his damage estimate was based off the blue survey flags placed by Bolton and Menk crews. He is satisfied that Frandson's calculated acres outside the ROW are accurate.

Murken clarified Frandson's claims with regard to his leaving the ROW in grass and not cropping inside it.

Frandson said he generally tried to stay outside the ROW and they left the top of the bank in grass.

Faisal questioned Frandson's claims for damage. Neither the claim for spoil removal or for crop damage include areas within the ROW?

Frandson said his claims are only for the area outside the ROW. In 2022 the crop was covered by the spoil. He did not plant anything in that area this year so he has lost two crops from the damaged areas. His claim includes removal of the spoil and restoration of the compacted lands outside the ROW. Besides farming Frandson is a consultant for condemnations. In all of the projects he works on they pay damages 2 or 3 or more years out because compaction of soils leads to reduced crop yields over time. He has included that in his claim. The .66 acres is for the area of spoil spread outside the ROW. There is an additional .61 acres that is the area the contractor drove across to reach the work site.

Klobberdanz asked where would the removed spoil go from the cut in the berm and wouldn't it be better to install a pipe to drain through the ditch bank? Is the spoil bank the cause of the ponding on Frandson's property?

Story County lost their internet connection and the Zoom link at this point – 10:25 a.m. Conley reached Hamilton County on his cell phone and the meeting continued using that phone to maintain the Zoom link.

Frandson said yes to the ponding being caused by the berm. It is always simpler to have an open cut versus installing a pipe. He is not sure if the spoil can be spread within the ROW or if it will have to be hauled so he doesn't have an answer as to where the spoil could be taken. Hopefully there will be room to spread it within the ROW on the existing spoil bank but his contractor is not 100% sure of that as it is difficult to estimate the volume of spoil outside the ROW.

Klobberdanz said Frandson's estimate as it stands is open-ended since the eventual relocation of the spoil is unknown.

Frandson conceded that was true.

Klobberdanz said his specific question is, "Was the ponded area draining before the berm was created?"

Frandson said the area surface drained into the ditch before the project and he would like that drainage restored.

Conley confirmed that the swale did not exist prior to the project.

Murken asked why no volume is given for the amount of spoil to be removed.

Frandson said it is difficult to estimate volume and how much can be placed in the ROW and how much may have to be removed or how much of what is removed might be spread on the spoil already in the ROW.

Conley visited the site with Murken during the project and didn't see any evidence of ponding but that was a period of dry weather. The contractor could be made to return and restore the surface flow as long as the area to be graded is flagged or otherwise marked ahead of time but moving the spoil that was spread outside the ROW is outside of the scope of their contract.

Frandsen disagreed. The spoil was placed outside the ROW and should not have been.

Conley said the Code of Iowa does allow the district to work outside the ROW within reason when geographic constraints make that necessary. He is not saying the district can't remove the spoil but that removal is outside of the normal considerations of the scope of Larson's contract and they would have to be paid for the additional work entailed in removing the spoil outside of the ROW.

Frandsen said all the spoil was placed on the east side of the open ditch but there is ample room for all of the spoil on the west side. He believes the contractor just didn't want to work from the highway.

Murken asked if spoil could have been placed on the west side of the ditch.

Conley said not in his or his predecessor's (Kent Rode's) opinions. There would have been numerous permits required by the IDOT if they would have let the district do it at all. The same issue exists at the north end of the ditch where it parallels a county gravel road. These two areas were bid differently than the rest of the project because of the proximity of the roads. He asked Frandsen if his claim was in addition to the estimated damages or was intended to replace the estimated damages.

Frandsen said his claim was instead of the estimated damages. He also stated that he now understands that he has to reseed the area within the ROW and would like the opportunity to request reimbursement of those costs.

Heddens asked about farming outside the ROW. Earlier Frandsen had stated that he was not farming inside the ROW even before this project.

Frandsen said he generally stayed outside the ROW and left a strip of grass on top of the ditch bank.

Kloberdanz said it appeared that Frandsen was requesting damages from 2022 through 2025.

Frandsen said soil compaction meant a reduced crop in the next few years. He is claiming 100% losses for 2022-23 when he didn't have a crop and 25% losses for 2024-25.

Conley said his estimate for damages on .66 acres includes the ROW. If Frandsen was not farming inside the ROW the area of damages would be less than .66 acres and the damages could be reduced.

Frandsen said his estimate of .66 acres is all outside the ROW.

Conley said the estimated loss of .66 acres of corn is probably accurate regardless of where the ROW line falls. The access to the site from Highway 69 is treacherous. He understands why the contractor might have used a different access point then driven across the field. Because that area was not adjacent to the ditch it would not have been included in the damage calculations.

Kloberdanz asked if the additional .61 acres Frandsen is claiming is for the contractor's access – correct?

Conley said that was correct. He is inclined to accept Frandsen's figures on this and believes the .61 acres is reasonable.

Kloberdanz asked if Frandson is foregoing the \$871.20 estimated damages and requesting \$2,364 instead?

Conley said that was correct.

Wall summarized the letter from Austin and Tarra Carlson requesting damages. The Carlsons are requesting damages of \$2,855.99 or a portion thereof for seven trees they planted to replace some of the trees that were removed. This would be an increase of \$1,428 over the engineer's damage estimate. Their letter states that over 100 mature trees were removed as part of the project. The receipts attached to the Carlson's letter are for the cost of the trees only.

Kloberdanz asked if the trees that had been removed were in or outside the ROW?

Conley said the trees that were removed were in the newly defined ROW. The trees that have been planted are, he hopes, outside that ROW. He has not typically seen trees paid as damages. Trees in the ROW are viewed as a nuisance.

Conley said from the district's perspective the trees are a nuisance and they were all inside the ROW. He feels they saved every tree they possibly could.

Kloberdanz said the trustees visited the Carlson property and a neighboring property and his recollection is that all of Carlson's trees were in the ROW.

Conley said there were several trees that were borderline inside the ROW that were not removed. He feels they left as many trees as possible while still being able to complete the project. Trees in the ROW are a nuisance and their only function is to impede the flow of water. If the Carlsons have other costs such as seeding he would consider those but not the cost of the trees.

Wall said the receipts with the letter were for just the seven trees.

Young said there are standards in the ROW for damages. If Mr. Frandson's surface drainage has been blocked the district will restore it but the district will not pay for any trees. We went out of our way to save some of the trees and that is the most that could be done.

Internet connection restored at 11:05 a.m.

Conley said that was his opinion as well.

Kloberdanz said the Hamilton trustees had another meeting scheduled for 11:00 a.m. - five minutes ago. We need to figure out how we can move forward.

Conley said he would contact Larson Contracting about regrading the berm on Frandson's property to restore the surface drainage. They've been very good to work with and he doesn't anticipate any problems with them.

Kloberdanz asked if the meeting should be postponed until Larson has made the needed repairs?

Conley said that would be the recommended course of action. This meeting can be continued at a later date and additional notices will not be necessary as long as the next date and time are set today.

Murken asked if the trustees should make some decisions on the Townswick, Hermanson, and Carlson claims before we adjourn.

Conley said that can be done today.

Faisal said we have enough questions for today and we need to set a date to reconvene.

Kloberdanz asked if 60 days was enough time for Larson to complete the repairs.

Conley said that would be plenty of time.

Kloberdanz suggested reconvening on October 2.

Murken asked what work Larson would be performing.

Conley said they would be regrading the berm per Mr. Frandson's request to restore his surface drainage. There would be no hauling of spoil or removing any spoil from outside the ROW. The two broken tiles on the Townswick property cannot be reached without incurring additional crop losses. It would be best to leave those until after the harvest and bring in a separate contractor for that repair.

Kloberdanz moved, seconded by Heddens, to direct Conley to request that Larson Contracting Central, LLC repair the swale on Frandson's land to restore his surface drainage into the open ditch. MCU.

Conley asked if it would be prudent to decide on the Townsend and Hermanson claims/requests so the details are not forgotten between now and the continued meeting.

Murken moved, seconded by Kloberdanz, to approve the two tile extensions requested by Townsend and to approve payment of damages to CRP for Hermanson Farms at a cost of \$249.00/acre. MCU.

Heddens asked if the trustees were going to do anything regarding the Carlson's request.

Kloberdanz said that request was for reimbursement for the cost of trees planted outside the ROW. The trustees are not interested.

Heddens moved, seconded by Young, to continue this meeting on Monday, October 2, 2023 at 9:30 a.m. MCU.

Heddens moved, seconded by Kloberdanz, to adjourn. MCU. Meeting closed at 11:15 a.m.

Respectfully submitted,



Scott T. Wall

**Scott T. Wall**

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**From:** Nick Hermanson <nhermanson@gmail.com>  
**Sent:** Friday, August 4, 2023 2:39 PM  
**To:** Scott T. Wall  
**Subject:** Hamilton Story DD#1 damage reimbursement.

[External Sender - Please Use Caution]

Scott,  
I would like to submit the following as an adjustment to the damage calculation for the land in buffer strips.

To the district trustee's.  
The letter dated July 7, 23 shows a damage payment of \$150 for CRP/Buffer strips. I believe the value of this should be higher. The \$150 proposed barely covers the seed cost. Much of the work that disturbed the buffer strips was started late last summer. I checked in May on the status of the project and replanting of the CRP and was informed it was not yet complete. Leaving the land bare that long resulted in significant weed pressure that is going to increase the re-establishment cost.

FILED-STORY CO AUDITOR  
AUG 4 '23 PM3:04

Weed control:  
Chemicals: \$10  
Application: \$10  
Mow weed's: \$10  
Total (\$30)

Soil prep for seeding:\$10  
Seed: IA CP25 (Iowa Mix) \$144/ac.  
Drill Rental: \$15  
Tractor/labor \$10.  
Future mowings to re-establish CRP:  
2024: \$20  
2025: \$20  
Total \$219

Total Damages \$249.

I am in favor of this project, however 91% of the land disturbed was in buffer/CRP vs crop land. I understand why the contractor did this, but I don't believe these landowners should be left to clean up the mess without fair compensation.

Thanks,  
Nick Hermanson

--  
Nick Hermanson  
Woodland Farms, Inc.  
P.O. Box 238  
Story City, IA 50248  
[nhermanson@gmail.com](mailto:nhermanson@gmail.com)

Office: 515.733.4582

Cell: 515.290.9112

Fax: 515.733.2288

## Scott T. Wall

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**From:** Ted Frandson <ted@frandsonandassociates.com>  
**Sent:** Thursday, July 27, 2023 6:07 PM  
**To:** Scott T. Wall; Latifah A. Faisal; Tyler Conley  
**Subject:** DD1 crop damage additional support  
**Attachments:** 20230727175505518.pdf

[External Sender - Please Use Caution]

FILED-STONY CO AUDITOR  
JUL 23 '23 4:01:22

Scott

Please find attached the additional support regarding the crop damage. As we all know, compaction and soil disturbance that mixes clay with topsoil has a long lasting effect that can take years to restore; much longer than the additional two years suggested in the attached analysis. This, of course, assumes that the spoil is removed from the private property so that a crop can be planted in the effected area in 2024.

Thank you

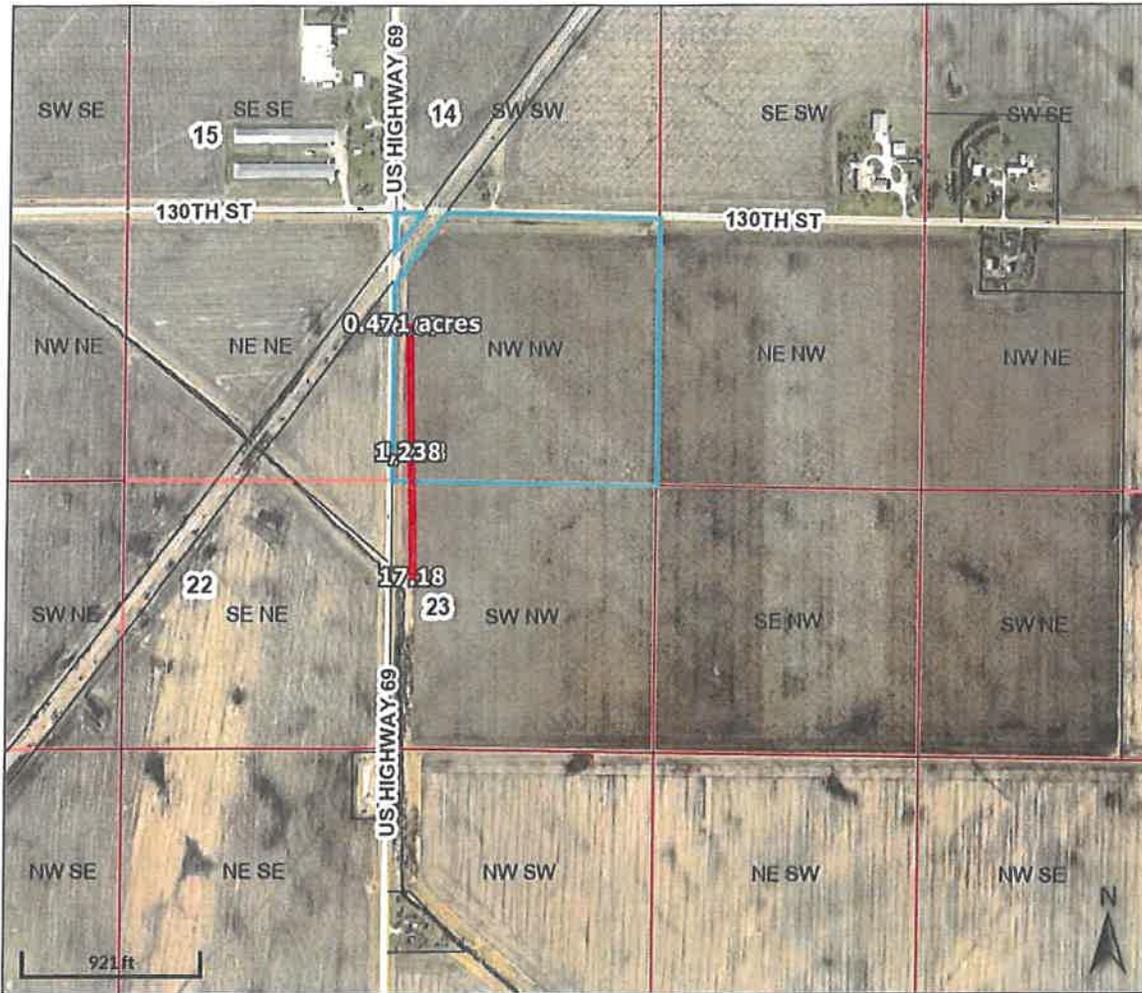
Ted

Ted Frandson  
Frandson and Associates LC  
Frandson Real Estate LC  
3405 SE Crossroads Dr  
Suite F  
Grimes IA 50111  
Mobile 515 681-7500  
Office 515 247-0040

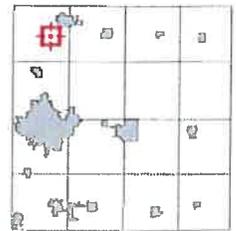
Iowa licensed real estate broker

DD #1 Ditch Cleaning Crop Damage / Frandson Brothers LC Section 23 Lafayette

Construction Area and Spoil Deposit Assuming spoil removal in fall 2023	Effected Area Acres	Corn Yield	Corn Price	Gross Potential	Percent Impact	Annual Loss	Total
2022	0.66	240	\$ 6.80	\$ 1,077.12	100%	\$ 1,077	
2023	0.66	240	\$ 5.50	\$ 871.20	100%	\$ 871	
2024	0.66	240	\$ 5.50	\$ 871.20	25%	\$ 218	
2025	0.66	240	\$ 5.00	\$ 792.00	25%	\$ 198	
							\$ 2,364
Construction Traffic North of ditch through field to E18							
2022	0.61	240	\$ 6.80	\$ 995.52	50%	\$ 498	
2023	0.61	240	\$ 5.50	\$ 805.20	50%	\$ 403	
2024	0.61	240	\$ 5.50	\$ 805.20	25%	\$ 201	
2025	0.61	240	\$ 5.00	\$ 732.00	25%	\$ 183	
							\$ 1,285
Total							\$ 3,649



**Overview**



**Legend**

-  Parcels
-  Lots
-  Townships
-  Sections
-  Quarter Quarters
-  Corporate Limits
-  Road Centerlines

<b>Parcel ID</b>	0123100100	<b>Alternate ID</b>	0123100100	<b>Owner Address</b>	FRANDSON, LEAH LIFE ESTATE
<b>Sec/Twp/Rng</b>	23-85-24	<b>Class</b>	A - Agriculture		54493 130TH ST
<b>Property Address</b>		<b>Acreage</b>	34.79		STORY CITY, IA 50248-8634
<b>District</b>	55093 - LAFAYETTE TWP/ROLAND-STORY SCH				
<b>Brief Tax Description</b>	SECTION:23 TOWNSHIP:85 RANGE:24 NW NW EX RY				
	(Note: Not to be used on legal documents)				

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

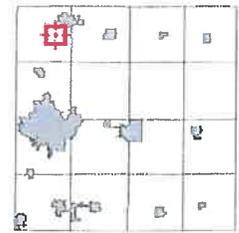
Date created: 7/27/2023

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**Overview**



**Legend**

- Parcels
- Lots
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

<b>Parcel ID</b>	0123100300	<b>Alternate ID</b>	0123100300	<b>Owner Address</b>	FRANDSON, LEAH LIFE ESTATE
<b>Sec/Twp/Rng</b>	23-85-24	<b>Class</b>	A - Agriculture		54493 130TH ST
<b>Property Address</b>		<b>Acreage</b>	37.1		STORY CITY, IA 50248-8634
<b>District</b>	55093 - LAFAYETTE TWP/ROLAND-STORY SCH				
<b>Brief Tax Description</b>	SECTION:23 TOWNSHIP:85 RANGE:24 SW NW				
	<i>(Note: Not to be used on legal documents)</i>				

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Date created: 7/27/2023

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GEOSPATIAL

## Scott T. Wall

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**From:** Ted Frandson <ted@frandsonandassociates.com>  
**Sent:** Friday, August 4, 2023 8:54 AM  
**To:** Scott T. Wall; Latifah A. Faisal  
**Subject:** DD 1  
**Attachments:** Est\_from\_WESCO\_Earthworks\_LLC\_16252.pdf

[External Sender - Please Use Caution]

Good morning Scott

Please see the attached estimate to remove the excess spoil from our property and cut in the drainage way to drain the ponded water area. The base cost would place the spoil on the existing berm. Since it is difficult to estimate the quantity that may have to be trucked out a load rate is included.

While this work will need to be done, in no case should it be at additional cost to the district or to us as the land owner. This work should be performed by the contractor at their sole expense or deducted from the amount paid. This situation has been pointed out to the engineer hired to oversee the project on multiple occasions yet he has failed to have the contractor correct it.

Also, none of the seeding has established and weeds are going to seed.

Thank you in advance for addressing this.

Ted

Ted Frandson  
Frandson and Associates LC  
Frandson Real Estate LC  
3405 SE Crossroads Dr  
Suite F  
Grimes IA 50111  
Mobile 515 681-7500  
Office 515 247-0040

Iowa licensed real estate broker

FILED-STORY CO AUDITOR  
AUG 4 '23 AM 10:53

WESCO Earthworks LLC

231 21st Street  
Ames, IA 50010

# Estimate

Date	Estimate #
7/28/2023	

<b>Name / Address</b>
Frandsen Bros

FILED-STORY CO AUDITOR  
AUG 4 '23 AM 10:54

<b>Project</b>

Description	Qty	Rate	Total
Removal of spoil from private property located in Section 23 of Lafayette township and placement on existing spoil berm and leveling off.		5,750.00	5,750.00
Cutting swail in the spoil berm to allow water to drain into the drainage ditch If spoil needs to be hauled off, trucking will be charged at an hourly rate of \$135.00, roughly one load per hour, and a loading fee of \$50.00 per load. Seeding is not included in this estimate but can be provided for an additional cost.		2,500.00	2,500.00
		<b>Total</b>	<b>\$8,250.00</b>

Claim for Damages

Project: Open Ditch DD1 Story County

8/5/23

Austin and Tarra Carlson  
54314 140<sup>th</sup> Street  
Story City, IA 50248

To whom it may concern,

We would like to submit the three receipts attached for the repair of damages and restoration of property value due to the DD1 project recently completed.

The record submitted by the engineer states our property is slated for \$51 in proposed damages. We would like to have that amount raised to cover some more of the costs we have incurred.

During the project, over one hundred mature trees were removed from our property resulting in the devastating loss of windbreak, natural habitat, and scenic aspects of our property. These trees were in an area not listed as a ROW in our legal abstract when we purchased the property in 2017 nor when the project was proposed. To work toward restoration of a small portion of the windbreak, habitat, and scenic aspects of our property, we planted 7 trees in strategic areas of our property to fill in some of the gaps left by the trees removed by the project.

It should be noted that the receipts below reflect only the cost of the trees themselves. All installation labor, equipment, and supporting materials were provided by us as the owner. We are asking that there be consideration of adding a portion of the \$2,855.99 below to the proposed damages paid to us as property owners receiving property damages due to the construction.

The budget for damages on this project was \$20,000. We understand that it is probably not possible for the county to pay 100% of the cost of our restoration due to the large number of landowners involved and the budget set for the project. According to the engineer's submittal, the actual proposed cost in damage to be paid for the project is \$10,831.80 which would leave significant room in the budget for the country to pay additional damages without overrunning budgeted costs.

We are asking the Board of Supervisors please consider the addition of \$1,428 to our amount which is less than half of our total incurred costs for partial restoration of our property.

FILED-STORY CO AUDITOR  
AUG 7 '23 AM 7:42

Thank you for your time and consideration.

Respectfully,

Austin and Tarra Carlson



