

DRAINAGE MEETING
JOINT DISTRICT HAMILTON #105-STORY #1
OCTOBER 2, 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. This meeting was a continuation of a meeting held on August 7, 2023. Members present were Latifah Faisal, chair, Linda Murken, and Lisa Heddens of Story County and Jerry Klobberdanz, Dan Campidilli, and Rick Young 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 landowner Austin Carlson.

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 said that at the August 7 meeting Ted Frandson had requested a cut through the berm along the open ditch on his property to restore surface drainage where he had ponding water. Conley had been in contact with Mr. Frandson several times to coordinate the work by the project contractor, Larson Contracting Central, LLC, for a time when Mr. Frandson could have his contractor available to remove the spoil. After a few messages back and forth Mr. Frandson went silent and Conley finally directed Larson to complete the work. When they arrived, the work had already been done by Mr. Frandson.

Murken asked if the work was to be done at Larson's expense.

Conley replied that it was. Larson reshaped the cut made by Frandson's contractor to gain positive flow on the surface channel and did a little cleanup which amounted to about 10% of what they had expected to do. Mr. Frandson had requested that \$2,500 be withheld from the contractor until they completed the work but Conley does not believe that should happen as Larson went to the site to complete the work at their expense only to find it had already been substantially done.

Murken asked if Conley had been in contact with Mr. Frandson during this time.

Conley said he had 4 or 5 phone calls with Mr. Frandson who told Conley that he would be notified when Mr. Frandson's contractor was available to remove the spoils that could not be spread on the site. Larson had told Conley that they were willing to remove the spoils themselves, without assistance from Mr. Frandson. It was Conley's understanding that once One Call had been notified and marked utilities Mr. Frandson would contact him and they would coordinate the work schedule. Communications went silent after for about a week and a half then Tyler decided to dispatch Larson so the work could be done before today's meeting. When they and Bolton and Menk's inspector arrived, the work had already been done.

Heddens asked if the contractor still had to do some work because Mr. Frandson had not left the area in a farmable condition?

Conley said the work had not been completed to the standard he would have expected so Larson did do some work to gain positive flow in the surface channel. In addition, Mr. Frandson had removed the spoil from outside the district right-of-way (ROW) and left a lip along that ROW boundary. In his opinion Mr. Frandson has taken what was a farmable and traversable area in the ROW and made it unfarmable. It is still traversable by inspection and construction equipment.

Faisal said her recollection was that Mr. Frandson intended to seed the berm to some form of grass and not farm it.

Conley said there is a distinct berm or elevation difference between the ROW and what is now, effectively, the edge of field. Before it was a much more uniform and smooth transition.

Murken asked if the way it is now is not what Larson would have done?

Conley said not at all which is why he wants it to be clear at this continuance of the August 7 meeting that what Mr. Frandson had done was take what was within contract specifications out of compliance with those specifications.

Murken said, as trustees, they set the scope of work and they represent all of the landowners in the district, not just one. With that in mind she has problems with reimbursing Mr. Frandson (see attached) for the work done at his direction.

Kloberdanz asked if what Mr. Frandson had done damaged the ditch.

Conley said it does not impact the ability of the ditch to function and it does not impact the district's ability to access the ditch with equipment. It is Conley's opinion that the only disservice that has been done is to Mr. Frandson by Mr. Frandson. He does not support reimbursement of the work done by Mr. Frandson (see attached email).

Murken said that the work done by Mr. Frandson does not impact our ability to maintain the ditch.

Connelly said that was correct. Larson was still able to access the ditch with their equipment to complete the work. His concern is that it be clear that the contractor completed their work satisfactorily. He would not support the withholding of any money due the contractor.

Faisal said as far as reseeding the edge of the ditch along Mr. Frandson's property, Joe Kooiker could do that for considerably less than the price quoted by Mr. Frandson (see attached quotes).

Murken asked had that area not been seeded?

Wall said at the August 7 meeting Mr. Frandson said he was not aware that he was responsible for seeding the top of bank. The area has not been seeded.

Faisal asked about the ditch banks.

Wall said those were seeded by the contractor but Mr. Frandson has told us the seeding did not take. In talking to Conley and to Joe Kooiker Wall's understanding is that the seeding might yet be successful. The prairie seed that was used may germinate in the spring or it may not. We just need to see what happens next year and then decide about the ditch banks.

Kloberdanz said Hamilton County never pays for seeding outside the ditch banks.

Conley said there is room for discussion between Story and Hamilton County's practices on the area outside the ditch banks but the contractor only seeded within the banks.

Kloberdanz asked where we go from here.

Murken said we are considering the seeding outside the ditch banks on Mr. Frandson's property and the reimbursement requested by Mr. Frandson for earthwork done by his contractor without coordinating with Bolton and Menk and Larson. It seems to her that we should release all funds due the contractor.

Klobberdanz moved, seconded by Murken, to approve Ted Frandson's claim of \$3,649 for crop damages instead of the engineer's estimate of \$871.20. MCU

Murken moved, seconded by Campidilli, to deny Ted Frandson's claim for the earthwork done by his contractor. MCU.

Carlson said that over 100 trees (he counted them) were removed from his property as part of the project to repair the open ditch. This has decreased the value of his property and his enjoyment of that property. He appreciates that some of the existing trees were left in place and is requesting a small amount to replace some of what he lost. No motion was made at the August 7 meeting expressly denying his claim for compensation. The only damages the engineer estimates for his property amount to \$51. What is that amount supposed to cover?

Conley said the \$51 is for reseeding Carlson's lawn. He understands those costs may have been higher which is why we invite landowners to submit claims for damages.

Carlson said the reseeding costs were much higher than \$51 as evidenced by the amount approved for Hermanson Farms' buffer strip.

Faisal said it was her understanding that every effort was made to preserve as many trees as possible. The district will not reimburse Mr. Carlson for the trees that were removed.

Klobberdanz said any trees planted in the ROW would have to be removed for the next project at the district's expense and the district will not pay for trees planted outside the ROW as replacements for trees removed from the ROW.

Carlson said most of the ditch was cleaned from one side despite Bolton and Menk's insistence that it would have to be cleaned from both sides. This was very frustrating for him as his trees were only an obstacle on his side of the ditch. He does not believe the trees would ever have been in the water flow. If they were we'd have much bigger problems to deal with. He does not believe the reasoning for removing the trees was valid but they are gone now.

Faisal asked if a motion was needed regarding the trees.

Wall said at the August 7 meeting the trustees expressed no interest in paying for trees on Mr. Carlson's property. That effectively killed the request for damages. If Mr. Carlson would like to see that stance formalized the trustees can certainly make a motion.

Carlson asked about the damages to his lawn.

Wall said if he could come up with a number and submit it, in writing, before we adjourn the trustees can consider it. The claim by Hermanson Farms was for reestablishing a prairie buffer which must be seeded then mowed and/or burned over a period of 2-3 years to fully establish which is not the same as establishing a lawn.

Klobberdanz moved, seconded by Heddens, to pay the engineer's estimated damages for all but Ted Frandson and Hermanson Farms which were both approved separately. MCU.

Murken moved, seconded by Campidilli, to accept the Engineer's Notice of Project Completion and approve the release of the 10% retainage to the contractor 30 days from today. MCU.

Heddens moved, seconded by Klobberdanz, to adjourn. MCU. Meeting adjourned at 10:05 a.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Scott T. Wall". The signature is written in a cursive style with a large, stylized initial "S".

Scott T. Wall

Scott T. Wall

From: Tyler Conley <Tyler.Conley@bolton-menk.com>
Sent: Wednesday, September 27, 2023 9:25 AM
To: Scott T. Wall; Latifah A. Faisal; Linda S. Murken; Lisa K. Heddens; Darren R. Moon; Joseph F. Kooiker; Tyler H. Kelley; 'Lori Kloberdanz'
Subject: RE: Ted Frandson

Follow Up Flag: Follow up
Flag Status: Flagged

[External Sender - Please Use Caution]

Good morning All,

Here is some additional context and my opinion on the subject. I was working with Ted and the Contractor to schedule a time to cut through the berm. That cut was going to be at the Contractor's expense. Ted told me that he would contact me when Ted's crew was on site so that the work could be coordinated. Without contacting me, Ted had the work completed and, in the meantime, I dispatched the Contractor to complete the work as everyone was eager to get this project completed. Bolton & Menk field staff along with the Contractor found the area that was cut, and the District's Contractor did some finishing grade work to gain positive flow in addition to the work that Ted had performed. It is my opinion that due to the contractor not being given the opportunity to make that cut through the bank, that the Contractor is not held responsible for the costs of doing so. Additionally, it is my opinion that the spoil bank removal should also not be the responsibility of the District. The job was completed by the Contractor was to contract specifications. The spoil bank was level, traversable, and farmable. After the work that Ted had performed, there is now a noticeable berm that divides the field from the right-of-way. This berm would make the area much more difficult to farm and traverse with farm equipment. Regarding the reseeded of the buffer, I consider damages paid within the right-of-way a courtesy extended to the affected landowners along the ditch. The District is not obligated to pay for any damages occurring within the right-of-way, but it is obligated to consider damages outside of the right-of-way. Therefore, I am in favor of considering the additional crop areas that Ted defined based on the access lanes as well as paying for the cropped areas that we had surveyed. Regarding the buffer, the Trustees could consider what they feel is a reasonable compensation for reseeded. We have offered a buffer value as part of the completion report. Any other additional claims we have typically requested that a quote, explanation, or receipt accompany those claims for consideration.

In short: I support payment of the crop damages as amended by Mr. Frandson and buffer reseeded damages as they can be verified/justified. I do not support payment for spoil removal or payment for the surface drain placement.

Please let me know if you have any questions.

Tyler

Tyler A. Conley, P.E.
Project Engineer
Bolton & Menk, Inc.
Phone: 515-395-3140 ext. 3384
Mobile: 712-363-2359

From: Scott T. Wall <SWall@storycountyiowa.gov>
Sent: Tuesday, September 26, 2023 9:41 AM
To: Latifah A. Faisal <LFaisal@storycountyiowa.gov>; Linda S. Murken <LMurken@storycountyiowa.gov>; Lisa K.

Heddens <LHeddens@storycountyiowa.gov>; Darren R. Moon <DMoon@storycountyiowa.gov>; Joseph F. Kooiker <JKooiker@storycountyiowa.gov>; Tyler H. Kelley <TKelley@storycountyiowa.gov>; 'Lori Kloberdanz' <lkloberdanz@hamiltoncounty.org>; Tyler Conley <Tyler.Conley@bolton-menk.com>

Subject: Ted Frandson

All,

Ted Frandson was just here confirming that I received his email and that it all made sense. The contractor he hired to remove the spoil went ahead and made the cut Ted had wanted in the new berm since the contractor had not gotten out there yet so there is no need for them to do anything now. As Ted noted in his email, if Larson had cut the berm, Ted's contractor would have had to pick that spoil up to haul it away and this way they dumped it into trucks as they cut through the berm.

On the subject of seeding the \$3,500/acre was the cost Ted was billed for seeding by the contractor on another job. He thinks the cost is high and doesn't expect the district to pay that much but he doesn't have the equipment to do the job himself. I told him we were researching to see if there were any alternatives since no one wants the ground outside the ditch banks to remain bare or go to weeds. Ted would be happy if it was just plated to brome grass – anything but volunteer weeds.

Scott Wall

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Scott T. Wall

From: Joseph F. Kooiker
Sent: Wednesday, September 27, 2023 3:44 PM
To: Scott T. Wall; Latifah A. Faisal; Linda S. Murken; Lisa K. Heddens; Darren R. Moon; Tyler H. Kelley; 'Lori Kloberdanz'; 'Tyler Conley'
Subject: RE: Ted Frandson

Follow Up Flag: Follow up
Flag Status: Flagged

Howdy,

We did some number crunching on what it costs IRVM to hydraulically seed one acre with wood fiber mulch – which is standard.. The cost is approximately \$2,100/acre and that includes seed – either a 40 specie prairie mix or cool season grasses.

The latest IDOT bid sheet for the same thing shows they get charged a minimum of \$1750 /acre is low - the highest was \$8,300 with an average of \$2,350.

Hope that helps

JK

From: Scott T. Wall <SWall@storycountyiowa.gov>
Sent: Tuesday, September 26, 2023 9:41 AM
To: Latifah A. Faisal <LFaisal@storycountyiowa.gov>; Linda S. Murken <LMurken@storycountyiowa.gov>; Lisa K. Heddens <LHeddens@storycountyiowa.gov>; Darren R. Moon <DMoon@storycountyiowa.gov>; Joseph F. Kooiker <JKooiker@storycountyiowa.gov>; Tyler H. Kelley <TKelley@storycountyiowa.gov>; 'Lori Kloberdanz' <lkloberdanz@hamiltoncounty.org>; 'Tyler Conley' <Tyler.Conley@bolton-menk.com>
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Scott Wall

Scott T. Wall

From: Ted Frandson <ted@frandsonandassociates.com>
Sent: Monday, September 25, 2023 7:30 PM
To: Scott T. Wall
Cc: Latifah A. Faisal; Admin
Subject: DD #1 Excess Spoil Removal From Outside ROW
Attachments: Inv_32_from_WESCO_Earthworks_LLC_14604.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[External Sender - Please Use Caution]
Scott

Please see the attached invoice for the removal of the excess spoil from our private property, outside the ditch ROW. The survey stakes showing the wider ROW were in place and were followed by my contractor, even though I still maintain that the correct ROW is narrower. Since the quantity of spoil and degree of difficulty were not know at the time of the estimate we are fortunate that the actual cost is much less than the original estimate. There will still be significant tillage required to eliminate the compaction created in this area. My request for crop loss presented earlier will not be enough to cover this cost but it will suffice to keep it simple.

There was some attempt to coordinate Larson contracting to mobilize and cut the swale where water was ponding. However, their plan was to deposit the spoil on the spoil berm where it was already outside the ROW. So, instead of having my contractor scrape up and re-load this additional spoil it was cheaper to have him load it directly from the cut than to load it after being spread around by Larson. So, to be clear, this resulted in less additional cost for excess spoil removal and no additional cost for the cut to drain the pond. He was also at the site before Larson was able to mobilize.

Thank you for reminding me about the seeding of the ditch ROW. I had presumed that it would be part of the project. Since most of the project is in the State ROW will the DOT be reseeding that area or will it just go to weeds as it did this year? If it will be up to me to till, reseed and reestablish the seeding then my contactor charges \$3,500 / acre to hydroseed small jobs like this. I haven't located a second bid. If you have a better price from another contractor that would be fine with me. At the first hearing Nick Hermanson provided a current cost estimate for seeding but that was for a large area and I don't think it accounted for any labor. Since the slopes of the berm in the area by our field are much more steep we won't be able to use large equipment as they plan to do. Both of these factors will increase the cost over his estimate. So, if the county provides adequate compensation we will make an attempt to re-seed the ROW. Otherwise, it will be up to the State and the County to keep the weeds out.

My request for crop damage and compaction restoration are the same as I presented in the initial hearing. My presentation and calculations are consistent with the analysis our office prepares for DOT acquisition projects.

Since it is fall and we may be in the field on the day of the hearing please let me know if there are any questions. You or the board members are welcome to call me on my mobile phone or email. Hopefully this is straightforward and there aren't any issues.

Thank you in advance for your assistance.

Ted

Ted R. Frandson, MAI, CCIM
Frandsen & Associates, L.C.
Frandsen Real Estate L.C.

3405 SE Crossroads Dr

Suite F

Grimes, IA 50111

Email: ted@frandsenandassociates.com

Licensed real estate broker in the State of Iowa

Phone 515 247-0040

Fax 515 247-0044

Mobile 515 681-7500

Website: www.frandsenandassociates.com

WESCO Earthworks LLC

Contact

Invoice

231 21st Street
Ames, IA 50010

Phone 515-231-1773
Email wesmccaskey@hotmail.com

| Date | Invoice # |
|-----------|-----------|
| 9/11/2023 | 32 |

| |
|----------------|
| Bill To |
| Frandsen Bros |

| P.O. No. | Terms | Project |
|----------|-------|---------|
| | | |

| Quantity | Description | Rate | Amount |
|----------|---|--------------|------------|
| | Removal of spoil from private property outside of drainage district boundary marked by engineer with stakes/blue ribbon, located in Section 23 of Lafayette Twp | 2,200.00 | 2,200.00 |
| 20 | Load and Haul excess clay spoil that could not be disposed of on top of existing berm within Right of Way | 125.00 | 2,500.00 |
| | | Total | \$4,700.00 |

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 | |

Construction Traffic North
of ditch through field to E18

\$ 2,364

| | | | | | | | |
|------|------|-----|---------|-----------|-----|--------|--|
| 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 | |

Total

\$ 1,285

\$ 3,649

Scott T. Wall

From: Austin Carlson <austinjcarlson@gmail.com>
Sent: Friday, September 29, 2023 12:00 PM
To: Latifah A. Faisal; Linda S. Murken; Lisa K. Heddens; Scott T. Wall
Subject: DD1 meeting notes

[External Sender - Please Use Caution]

To the Board of Supervisors,

I wanted to write to you regarding the DD1 project which you are going to have a meeting for on Monday October 2nd. I will try and make this letter as brief as possible while still making my point.

My main ask is that I get proper representation from you, my elected officials, as a landowner with vested interest in and consequently some concerns regarding the DD1 project. Particularly on my remaining request for a very small payment for restoration of damages to my property value due to the work completed. There is money budgeted in the project to compensate landowners for damages to their property due to the work completed. My entire property value has been decreased significantly due to the project so my ask is very small comparatively.

I have felt that throughout this process that the engineer (Bolton and Menk) has been allowed to make too many of the decisions and allowed to have their opinion stand unchallenged by anyone even though they are hired by us as taxpayers. Just a few examples:

- They said the ditch cannot be cleaned with the trees in place - this was proven to be false
- They said the ditch cannot be cleaned from only one side - this was proven to be false as the contractor did 90% or more of the work along the entire ditch from only one side
- They said the trees would impede the flow of the water and stumps and all would need to be removed - the stumps were left in place to prevent erosion which is what I said would need to happen all along
- many times he stated "it is my opinion that..." regarding matters of legal procedure for the DD meetings without any basis for the statements.

Each of these claims were challenged by my neighbor and I at the time they were stated, yet the engineers opinion stood unchallenged.

I was unfortunately unable to attend the last meeting as I was out of town and away from internet service. I was very disappointed to hear later in the recording, 1.5 hrs of good discussion on other landowners complaints and their asks for more compensation based on numbers that they do not even have receipts for yet only to have my request shut down quickly shot down in less than 5 minutes time by Hamilton County supervisors (who do not represent me) and Tyler (Bolton and Menk) who also does not represent me and who does not have the authority comment on county business outside of the engineering work he was hired to do.

There was no motion made and no votes taken regarding my particular ask last meeting so I am hopeful that we can have some good discussion on this on Monday. The only statement made was from Hamilton county and that was "we're not interested."

This matter is not a matter of interest or disinterest by one Hamilton County BOS. It is a matter of a taxpaying landowner in Story County with a legitimate complaint that the value of their land was greatly reduced by the removal of trees due to the project. I'm not asking for much, only a very small portion of my actual costs to plant a couple of trees to begin to work toward restoration of my property. Thank you for being willing to represent me in this.

Thank you too for your time and I look forward to the meeting on Monday.

Thanks,
Austin