

REGULAR DRAINAGE MEETING
December 18, 2019 8:30 AM

12/18/2019 - Minutes

1. Open Meeting

Hardin County Board of Supervisors Chairperson, Renee McClellan, opened the meeting. Also present were Trustees Lance Granzow and BJ Hoffman; County Attorney, Darrell Meyer; County Engineer, Taylor Roll; Environmental Health, Jessica Sheridan; Lee Gallentine with Clapsaddle-Garber Associates (CGA); Landowners Royle Duncan and Jason Martin; and Drainage Clerk, Denise Smith.

2. Approve Agenda

McClellan moved to approve the agenda. Granzow seconded. All ayes. Motion carried.

3. Approve Minutes

McClellan moved, Granzow seconded, to approve the minutes for Regular Drainage Meetings dated 12/4/2019, 12/11/2019 and Landowners Meeting dated 12/4/2019. All ayes. Motion carried.

4. Approve Claims For Payment

Smith noted an error that was corrected. Pay estimate No. 5 to Clapsaddle-Garber Assoc. was incorrectly entered and should have been payable to Hands On Excavating, correction was made. Granzow moved, McClellan seconded, to approve the claims for payment with pay date of Friday, December 20, 2019. All ayes. Motion carried.

DD 22 Postage Landowner Mtg, 21 @ \$0.35 each, Hardin Co. Auditor \$7.35

DD 22 Pay Estimate No 4 Main Tile Repairs, Gehrke Inc. \$111,851.10

Pay Estimate No. 5 Clapsaddle- Garber Assoc. \$4,209.68

Pay Estimate No. 5 Clapsaddle - Garber Assoc. -\$4,209.68

DD 143 Pay Estimate Number 5 Hands On Excavating LLC \$4,209.68

DD 9 For Prof. Services- Annexation & Reclass. The Davis Brown Law Firm \$75.00

DD 48 WO 274 Inv. Meandering Open Ditch Clapsaddle-Garber Assoc. \$322.60

DD 25 Contract Admin, Repair to Lat 3 & Main Tile Clapsaddle-Garber Assoc. \$1,025.95

DD 128 WO 127 Contract Admin for Tile Install Clapsaddle-Garber Assoc. \$439.50

DD H-S 35-1 WO 240 Parts, labor, & transportation Honey Creek Land Improvement, LLC \$3,242.25

DD 143 - WO 241 Pay Estimate No. 5 Clapsaddle-Garber Assoc. \$4,209.68

DD 25 WO 1 Work revising UPRR Crossing Clapsaddle-Garber Assoc. \$1,139.00

DD 86 WO 252 Prep of Engineers Report Clapsaddle-Garber Assoc. \$1,527.30

DD 119 WO 249 - Parts, Labor & Equip. Transport Honey Creek Land Improvement, LLC \$3,364.80

DD 124 - WO 225 Tile locate along D41 Honey Creek Land Improvement, LLC \$450.00

DD 128 Pay Estimate No. 5 Hands On Excavating, LLC \$6,822.00

5. Discuss W Possible Action - Wind Turbine Ordinance / Drainage Utility Permit Language

County Attorney Darrel Meyer opened the discussion of Wind Turbines and Drainage Utility Permits. Landowners Jason Marten and Royle Duncan are in attendance for the discussion. Attorney Meyer wanted to start a conversation with landowners who will be directly impacted. County Engineer Taylor Roll shared a map that shows parcels with landowners who have signed an easement with the wind turbine company, and when compared to the drainage district map of the proposed wind turbine site, there is a large amount of overlap in the parcels with easements and the drainage districts, as this section of the county has a large amount of drainage district infrastructure.

Attorney Meyer wanted to give the landowners the opportunity to protect themselves and their investment in the drainage district facilities as they see fit. Our Board of Supervisors acts as Trustees for many of the drainage, Marten is also a Trustee in a private district. Copies of the current Utility Permit Application Across Drainage Districts were made available to all attendees, for study and review. Attorney Meyer encouraged the landowners to review, and to discuss any changes they would like to see in the drainage utility permit.

Marten stated he was very concerned about the construction of the wind turbines and district tile. Marten stated that even if you did not have a turbine on your land, that the wind turbine company could still run underground lines through our land with an easement. Marten expressed concerns about what happens if tiles are damaged in construction and not discovered until later, would that wind turbine company repair tile damages a year or even later after construction. Marten stated the wind turbine company would repair at common rates.

Granzow expressed concerns that if one landowner opts in for a wind turbine location, and his neighbors do not, then any repair or maintenance costs are shared by the landowners who do not receive the payment from the wind turbine in their parcel, and that would include costs for engineering, maintenance and repairs, and that these costs could change by because of the installation of a turbine.

Gallentine stated that the wind turbine project in Franklin County at Bradford used the honor system and that the wind turbine contractors would repair the tile as they went, and now 10 years later they are still doing repairs because it was unknown that it was hit during installation and was concerned about how much lost production that has caused. Near Latimer, during installation a crane walk was done over the tile, and CGA would confirm that there was no major ground deformations, at Bradford there were issues because the contractor used the county's 100 year old hand drawn map that is now on GIS, so when coordinates showed a tile, the contractor would dig expecting to find tile, regardless of the fact that could have been on the top of the hill. Many of the contractors doing install work are from out of state and the southern states that do not utilize drainage tile in the way that our districts do, so they do not have a proper frame of reference for common drainage practices here. The Latimer project worked well with oversight but that project is only a couple months old, so time will tell.

Marten stated that he farms near two wind turbines by Garden City and the land is just wet all around the turbine sites. Gallentine noted that the turbine construction will disturb the soil characteristics. Marten noted that people who have tiled for a long time have shared that once the lines between turbine sites are buried underground, those cables act like a tile and will draw water into the disturbed soil trench, and water takes the least resistance flow, and will run along the cable system all the time. Marten stated perhaps they should run a tile parallel to the utility cables to take that water away. Marten stated the turbine cables would only be about 3' deep, so anytime you would go into do a tile repair, the turbine cabling would be right on top of the district tile.

Gallentine stated that Franklin County required the turbines to go under the district tile, and this did give the turbine installer some issues, but that they bored almost all of the electrical lines at the tile crossings, and did not open trench them except in open fields. Hoffman stated he had a discussion with several experts in

the wind turbine field, and they were unaware that many of the facilities in these districts were clay tile, and they assumed that all the tiles in the ground were plastic and you could drive over them with anything and the tile would be fine. Hoffman stated that the contractor asked if he drove a piece of heavy equipment over a clay tile that only had 4" of cover if it would be destroyed, Hoffman told him yes it would probably sustain damages. Hoffman stated when they realized that there was so much drainage tile in Hardin County they were very surprised.

Gallentine stated that the contractor in Franklin County had never seen a tile larger than 8" and was amazed when he found a 36" tile. Gallentine stated that some contractors used a mat for a crane walk that would fully compress when the crane drove over it but would spring back when the crane drove off, and that surely due to the weight of the equipment something was surely compressed underground.

Hoffman discussed with the Siemens maintenance crews that they had no clue what drainage facilities were, and they thought that it was all small plastic tile. Siemens crew does maintenance on the wind turbines once installed, and they did not want the negative association that they were out to destroy district tile because they were out doing regular maintenance. Hoffman stated many people do not know how drainage assessments work, and that while one person may benefit from the wind turbine, that others in your drainage district will be paying for your decision and that educating the public on these issues is important. Siemens crew had no idea how much a drainage project could cost, and Hoffman explained that some drainage projects can be upwards of a million dollars, and that is a lot of risk that landowners who have no stake in the turbines are taking on.

Gallentine noted that the contractor who do the maintenance have a larger level of commitment than the install contractors here for a few months from Chicago or Georgia. Hoffman noted that the maintenance crews live and work in our communities, and want to be responsible stewards, and are left with being the face of wind energy when the install crews leave town. Gallentine stated in Franklin County, that all of CGA's invoices were paid by the County and then reimbursed by Alliant, as was recommended by the Franklin County Attorney, so as not to appear that CGA was working for the utility and not the County or Drainage District.

Martin inquired about the disruption of the flow of water in a drainage district by the installation of a wind turbine structure and if they installers would be required to televise tiles after completion of the turbine installation. Gallentine stated there was no language currently in place to cover the televising of tiles after installation.

Hoffman shared concerns about the decommissioning of these structures at the end of their life cycle, right now the requirement is to restore the soil cover to a depth of 4 feet, however we know that crop roots can and will grow much deeper than 4', and that level of cover is not enough and could stunt your production. Attorney Meyer noted that 4' of cover may be 4' at the time of decommission but after 20 years of erosion you could be down to 2-1/2' of cover, and does not take into account compaction of the soil over time. Meyer also stated it would be good for the people that signed easements to look at the soil depth listed when turbines are decommissioned, and compare that to our ordinance and if your easement is short of that then the landowners are on the hook for removing a foot of concrete the size of a school bus that contains a huge amount of re-rod in it. Hoffman noted that most farmers do not have large enough equipment to do that removal, short of blasting it out.

McClellan expressed concerns of the disposal of the blades when they are changed out. Sheridan shared that blades are being replaced due to newer designs that are more efficient. McClellan stated we do not want the blades at the landfill, and Hoffman noted, right now we don't have any language that says you can't dispose of them at the landfill. Hoffman spoke with the Siemens crew and asked how these blades are recycled, the reply was that the blades are chopped into 3 pieces, loaded up and taken to the nearest landfill with no restrictions and are just buried.

Attorney Meyer stated some studies claim that the salvage value is more than the cost of the decommissioning, so the turbine companies can claim they are giving the landowner an asset so they can walk away at the end of its lifespan. Hoffman stated he heard that a company in Minnesota, when decommissioning a turbine, would drain the fluids, salvage the copper and remove the blades, cut it off the base and chop it down like a tree, then tell the landowner that they can have all the scrap metal, which is

far beyond what work most people can accomplish to scrap it themselves.

Attorney Meyer stated we have an opportunity to get ahead of this before we see the downside of this project and address it up front. Attorney Meyer will recommend to the Board of Supervisors, would be that every drainage district, through it's Trustees, sign off on the project coming into that district, so that the responsibility of who decided this would be a good idea, would be shared among all the Drainage Districts. It would be then up to the Trustees to protect their investment in the Drainage facilities, and the Board of Supervisors would then have to consider, ultimately signing off on this, that they have the blessings of the Drainage Trustees, the 911 Board or any of the other quasi-County boards that would be impacted by this project, and that everyone has had an opportunity to be heard.

Martin asked if there was a list of landowners who had signed an easement available. Attorney Meyer stated that there was a document filed that stated an easement was granted, but the details are not recorded in that filing. Meyer stated that might the burden of each district to survey their landowners to see who signed up for it, as it is their responsibility to protect that infrastructure. Hoffman asked if it would be pertinent to send a mass mailing out to landowners requesting they report if they have signed an agreement and report that to the Drainage Clerk so we can maintain a record if anyone tried to circumvent any permitted process, and the Trustees could take action on non-permitted work. Meyer stated it would be prudent, but the mechanism would be up to each district. Engineer Roll stated that it is very time consuming to search the records out.

It was discussed that the previous wind farms were built before the current ordinance was in place. Gallentine stated that the Trustees should ensure whatever terms they want to have in place are in place before the work begins, his experience is that once work begins on these projects, the installers will not wait to ask questions at the next drainage meeting, they want an answer in an hour. Meyer stated the difference between the previous wind farms and the current project were that the earlier project was a small field, and lessons have been learned since then. Now we are trying to see if we can avoid applying all those earlier problems into this more heavily drained area, and that if problems arise that there is already a plan for remedy in place.

McClellan stated that the utility should be responsible for any issues that arise, not the landowners. Granzow agreed, and stated that any engineering, televising or any added cost to the infrastructure should be on the turbine company, not the landowners. Hoffman noted that the baseline of current facility condition needs to be evaluated, though this is a hard year due to weather fluctuations, he would like to see all these things in place. Hoffman inquired if any of the proposed locations contain railroad lines, Roll stated it contains the rail lines that run from Buckeye up to Iowa Falls.

Smith stated that the as Drainage Clerk, her only concern in asking landowners to self report their easement, is that should they choose not to cooperate, then there would not be a complete list available, Smith does not know how to entice them to share that information if they choose not to or if education is the answer. Meyer stated that the education process may include that the Utility applicant must disclose every parcel, that would be impacted by the wind turbine installation process. Smith asked if that responsibility would then be on the utility company through the DRainage Utility Permit Process or would it be back on the landowner. Meyer stated it would be nice to have it required on the application, then each district could address, through the Trustees, some assessment of risk. Meyer noted that anytime the Trustees are asked to assume the risk for all the district facilities, they should do it knowingly, intelligently and voluntarily.

Martin stated he worries that most people signing up for a turbine are looking at the dollars they receive for signing up for a turbine location, not thinking about the risk for a huge drainage problems on the tiles, and every one of the district landowners would be assessed for the repairs. Martin stated he was unsure if landowners would even agree to being responsible for any disturbance in county tile, and that should this turbine company sell off to another company in a couple years time, does that responsibility transfer onto the new turbine company. Meyer stated that those obligations will track to the new owners, but if a company goes out of business, it is being put in the Trustee's hand to protect themselves. Meyer stated it can be through either County ordinance that any successor would dually notify the Trustees if their lender has changed, and it would be important to put those requirements on the lender as well. Meyer stated these are all very legitimate concerns. Roll stated that Alliant has future business here, but the turbine

installers don't care if they upset landowners, as they will move on to the next project elsewhere.

Granzow asked Martin and Duncan if they were concerned about this being an issue. Marten stated that down the road, the landowners that signed up will have received the benefits, while the others state it is unfair for them to foot the repair bills when they received no benefits from the turbines. Hoffman asked how the Trustees would feel if they have a crop loss and have to pay themselves for crop damage in the form of an assessment, and crop losses will happen in those areas of greater percentage of drainage benefit. Martin stated that a landowner may ask for the turbine to be placed in poor crop production areas, but that would be up to the turbine company's engineers as to where the turbine would be located in your parcel. Marten states he farms to fields where the turbines are right in the middle of the field. Sheridan asked if it would be better to place a requirement on the turbine locations to be in lower CSR locations. Marten stated that CSR means nothing to the turbine company and he was unsure the turbine company would agree to that. Granzow stated that could be a county ordinance, Gallentine stated that the whole turbine site selection process was based on the best locations for wind and connecting them to their infrastructure and it is regardless of CSR, usage or drainage, Gallentine went on to say that the County is wise for looking at this all ahead of installation, as once a turbine is in place they owners will never move the location.

Sheridan stated that as of right now the current setback is 1.1 times the property line and further from a house. Meyer stated you may want to check your easement as it will require the landowner to waive any objection to the energy company seeking a variance from those setbacks, and that you may have thought you had some protection, if they get a variance and it is granted a turbine could be right up against your house. Martin wondered how many people even have a lawyer look at it. Hoffman stated he spoke with someone at Summit AG and asked whom they would use locally as an attorney, and they recommended an attorney that specializes in this field would be an attorney in Kansas City, they would have thorough knowledge of wind turbine easements with any authority.

Duncan stated that the group of landowners he was working with met with ISU Extension for some education on this subject, and stated that all of their concerns had been addressed, and attorneys examined it and changes were made. Granzow stated he was concerned with protecting the drainage infrastructure, and that is why the Supervisors reached out to Attorney Meyer to work with them both as Supervisors and Trustees on this subject, and that is where the moratorium came from, and that in Kossuth County, landowners are suing the County because there was not enough done in enforcement of the permitting process to protect the drainage infrastructure. Hoffman will visit with the Kossuth County Supervisors and do his due diligence in investigating their process. Granzow doesn't want to amass drainage repairs and legal fees. Martin stated we need another informational meeting to inform landowners of the risks and consequences of moving forward. Granzow stated I can't protect someone if they have already signed up but I can protect those who haven't signed up and the districts.

Gallentine noted that he did not think that when the wind companies sign one up for an easement, they say we will make it right, we just need to ensure that the definition of making it right matches on both sides. Hoffman stated that Mid-American Energy may come in and say we will replace your damaged tile with an 8" plastic tile, not realizing we have 24" concrete tile in many places, we can't accept a substandard repair or replacement. Many of these crews are from out of state and sent out to do a job quickly and as efficiently as possible but they have no experience dealing with the types of tile structures we have here.

Attorney Meyer inquired how we can ensure that the risk is on the developer rather than the landowner, and ensure that the risk is not shifted to this generation of landowners or the next. Meyer invited everyone to review the current permit and requirements and consider it district by district if there is more you would like to require, and to direct your feedback to the Drainage Clerk. Meyer stated we have no current applications, and we are not holding anything up, but that the wind companies need direction too. Duncan asks about the existing turbines and any issues that have arisen with them. Granzow stated that Calvin Hyland has had issue with those turbines since they were installed, and it was on the landowner to find the damaged tile, and the turbine company did pay for repairs, Granzow stated that Calvin would be a good person to inquire about turbines and the effects on drainage, and Calvin usually brings it up whenever he attends a meeting.

Gallentine noted that Franklin County had a wind turbine field installed, and when they used a field near Bradford for laydown yard during installation, they had a sinkhole occur and the wind contractor kept filling the hole with rock, when it was finally investigated it was found to be a 15" main tile that was crushed and

is now full of rock because they did not do any discovery during their first project. The current contractor had to pay to replace 100' of tile, it did not go back on the original contractor, so he could get his laydown yard back up and running.

McClellan stated at some point in the future, the Trustees would like to meet with all of the Private Drainage District Trustees to make sure they are aware of all the issues. The Trustees thanked everyone for coming today.

6. DD 31 - WO 278 - Discuss W Possible Action - Investigation Summary

DD 31 - WO 278 - This was landowner Jerry Kielsmeier, that had a couple of sinkholes, CGA went out and probed, and found sinkholes on main large tile, CGA suspects collapsed tile or wide joint recommends sinkholes/blowouts be excavated, the cause verified to be the Main tile and the appropriate repair to be completed. Motion by Granzow to approve Investigation Summary and send to contractor lottery for repair. Second by McClellan. All ayes. Motion carried.

7. DD 34 - WO 189 -Discuss W Possible Action - Repair Summary

DD 34 - WO 189 - Johnson's ground has an open ditch, with upstream there are two existing main tiles that parallel on another, and there were some blowouts, it had been previously decided to send Contractor Hull out, but Hull did not submit proper paperwork so Hands On ended up doing the repair work, there were some collapsed tile and wide joints, many of the same type of maintenance issues we have seen on this district for quite awhile. Area may still need some seeding. Trustees directed Smith to verify that seeding was done. Gallentine stated at some point, we may need to look at it again to decide if they want to address or if they want to keep doing piecemeal repairs, issues on this district are not going away. Granzow stated at some point we should review with landowner's again. Granzow stated why don't we look at addressing this towards end of January/beginning of February. Trustees directed Smith to add to an agenda at that time.

Granzow motioned to approve the Repair Summary and to direct Smith to verify seeding has been done with Hands On. Second by McClellan. All ayes. Motion carried.

8. DD 109 - WO 269 - Discuss W Possible Action - Repair Summary

DD 109- WO 269 - Dennis Prochaska had submitted a request for tile repair, due to trees within 50' of district tile. CGA investigated and remends verifying location of district tile and removal of any trees within 50' of the main tile route and stumps of trees treated to prevent re-growth.

McClellan motioned to approve the Investigation Summary recommendation and send to contractor lottery for repair. Second by Granzow. All ayes. Motion carried.

9. DD 128 - WO 279 - Discuss W Possible Action - Investigation Summary

DD 128 - WO 279 Dean Bright reported wet spot west of his acreage that was seeping, Gallentine notes this was close to a previous repair and there is main district tile and private tile in the area, and won't know which until it is excavated. CGA recommends excavation to determine the cause.

Motion by Granzow to approve the investigation Summary recommendation and send to contractor lottery for repair. Second by McClellan. All ayes. Motion carried.

10. DD 131 - WO 275 - Discuss W Possible Action - Investigation Summary

DD 131 - WO 275 Greg Huebner reported a large blowout on a main line of 131 eats of hid building site. Hole is 4' deep an tile is not visible, recommends excavation and repair.

Motion by Granzow to approve Investigation Summary and send to contractor lottery for repair. Second by McClellan. All ayes. Motion carried.

11. Drainage Utility Permit 2019-4 Aureon - Discuss W Possible Action - Utility Crossing Summary

Drainage Utility Permit 2019-4 Aureon - This permit in western part of county, this report is where installation runs parallel to the road, and where it was exposed they met the clearance requirements, separated the utility install and district tile by at least 2'. Aureon did not expose the tile and utility in every spot because they ran parallel to one another. As near as CGA can tell, clearance was maintained. The utility wanted to be located shallow so their utility line lies above the district tile, and this would be a variance that the Trustees would need to approve, and the utility did not install signage as they ran parallel. So those would be two variances that would need approval. The utility is buried only 3' at most in the road shoulder. CGA did not have any issues with their work, Granzow wanted to ensure that the work done would be covered by the Drainage Utility permit as it would relate to any damages caused by the utility install and that the Utility was aware that if any work on district tile occurred later that their utility may be in the way as it lies above the district tile. Gallentine noted that item 12 in the permit should cover those issues. It was discussed that Aureon may only be the installer and not the ultimate owner of the utility. Gallentine has questions about this permit because the permit does cover multiple districts, and this permit only took the to Hwy 65, and Aureon only called CGA to verify for the first 2 districts they passed through in the county, and he is unsure where Aureon is at in their work now or if they passed through the other districts listed.

Motion by Granzow to table this permit pending further review. McClellan seconded. All ayes. Motion carried.

12. Other Business

DD 9 - WO 229 - Request for an update on DD 9 WO 229 from Tom Roberts, right now the easement on Ron Sailer's property is out to legal with attorney Mike Richards, Smith has not received an update from Richards as to the status of the easement. Gallentine has no further updates. Smith will reach out to Mike Richards for an update.

DD 1 WO 244 - Crop Damage- Smith had received a request for crop damage from Clifford Kitzman for damages on Douglas Hess's property due to having to haul everything across a deep draw to west drive to load out due to work order repair work equipment in east drive. Kitzman custom farms for Doug Hess, Kitzman noted an auditing \$250.00 billed to Hess for the additional work. Claim was for 2 acres of beans.

Motion by Granzow to have CGA verify acres damaged. Second by McClellan. All ayes. Motion carried.

Iowa Dept. of Ag Land Stewardship had submitted a CREP Wetlands Plan for DD 55-3, which CGA has reviewed and returned comments to Mike Bourland. Bourland requests a time to come in and present to the Trustees. Trustees selected January 22, 2020 at 1:00 PM for the presentation. Smith will verify availability with Mike Bourland.

13. Adjourn Meeting

Motion by McClellan to adjourn meeting. Second by Granzow. All ayes. Motion carried.