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"Bettering Iowa since 1970"

March 11, 2026

RE: Amendment No. 4 to the Engineer's Report
Joint Drainage District No. 61 Branch 399 West Drainage Improvements
Dickinson County, Iowa
JWA PROJECT NO: E24106

Dear Board Members and Landowners:

A. Introduction:

During the January 6, 2026 public hearing, the Option #5 drainage improvements presented in Amendment No. 2 to the engineer's report, with the additional \$70,000 in estimated cost for a culvert crossing of a natural gas pipeline, were approved with the stipulation that an agreement be reached with the pipeline company to alleviate concerns regarding liability potentially incurred by the drainage district.

Following the hearing, we were provided with a standard crossing agreement by the pipeline company, which if signed, would make the drainage district responsible for damages to the pipeline caused by the drainage district. This would include during initial installation or in the future. As the crossing would be in the pipeline company's easement, the drainage district would be required to sign the agreement in order to complete the crossing. During construction the drainage district would be protected by the contractor's insurance, which would be required. However, the drainage district could potentially be held liable if the pipeline is damaged in the future due to the proposed drainage ditch / crossing culvert.

B. Discussion:

We are again in a position where a decision needs to be made on whether or not to proceed with this project. It is known there are major drainage issues within this drainage district, and although the previously approved improvement project would not solve all of them, it would be a large step in the right direction, and a foundation for additional improvements in the future. This must be weighed against the possibility of the drainage district being held liable for damages to the natural gas pipeline in the future. Ultimately we must answer the question: *"Is it worth the risk?"* To go about answering this question, there are many things that should be considered.

1. What could happen that would cause the open ditch or culvert crossing to damage the pipeline, and how likely is this to occur?
 - a. Flood overtopping culvert / crossing, cutting a 5 ft deep gully to expose the pipeline. This is not very likely to occur, as the land in this area is very flat and in the event of a flood the water would be likely to spread out wide. Even if a gully

of this depth were to form, exposing the pipeline, damage to the pipeline is unlikely. A very short distance away, the pipeline was exposed in the bottom of the JDD61 Main Open Ditch as part of a cleanout project, no action was taken on the part of the pipeline company, and no damage is known to have occurred.

- b. The culvert crossing underneath the pipeline could rot out, collapse, or develop a hole in the top and start sucking dirt, creating a void underneath the pipeline. A culvert is very unlikely to collapse, and they typically rot out at the bottom (not the top), and very rarely suck dirt. Even if a void is created, the pipeline itself is quite strong. We have been instructed that up to 20 feet of pipeline can be exposed unsupported during crossing construction.
2. Are there things we can do during and/or after construction to lower the chances of issues occurring?
 - a. Riprap could be placed on the downstream (east) side of the crossing to help prevent head cutting erosion if the crossing is overtopped by floodwaters.
 - b. Use higher quality, longer-lasting pipe material. Example, use aluminized corrugated metal pipe (CMP) instead of galvanized at a minimally higher cost. Could also use reinforced concrete pipe (RCP), but the cost would be much higher.
 - c. Monitor the crossing regularly to stay ahead of potential issues.
3. If the pipeline sustains damages, what are the potential costs the drainage district could be liable for?
 - a. Uncertain, and would depend, but in a worst-case-scenario could easily be in excess of \$1 million.
4. Can the drainage district be held liable for money damages?
 - a. The courts have historically held that drainage districts cannot be held liable for money damages. The most famous case in which this came into play was the Des Moines Water Works lawsuit.
 - b. However, this could change in the future.
5. If not now, when?
 - a. The pipeline crossing issue is not going away. If the project is terminated, are we in effect barring any drainage improvements from happening in the future?
 - b. The only chance (not guaranteed) to avoid the problem would be to run an improved tile within our existing easement (right next to the existing Main). This would be a much higher cost than the open ditch, estimated at approximately \$300,000. Is avoiding potential liability worth \$300,000?

C. Recommendations:

We know that drainage improvements are greatly needed in this drainage district. At the same time, we understand the issues with the natural gas pipeline are undesirable, and place potential liability on the drainage district. In deciding whether to support or oppose the overall improvement project, we come back to the question, *"Is it worth the risk?"*.

All things considered, in our opinion it is indeed worth the risk. The likelihood of damages occurring to the natural gas pipeline where the drainage district could be held liable is very small (albeit not zero). Terminating the project at this time would not make the pipeline crossing issue go away, it

would only delay facing it. We recommend taking reasonable and cost-effective steps to further minimize the risk, as previously described, including riprap, higher quality pipe (aluminized CMP), and potentially regular inspection to make sure any minor issues are corrected before they have a chance to become a major problem.

At the public hearing, we recommend the Dickinson County Board of Supervisors, as trustees, should once again approve the project. If the project is approved, we will then proceed with open ditch right-of-way (ROW) acquisition, finalize plans and specifications and proceed towards bid letting.

Sincerely,

JACOBSON-WESTERGARD & ASSOCIATES INC.

A handwritten signature in blue ink that reads "Collin Klingbeil". The signature is written in a cursive, flowing style.

Collin J. Klingbeil, P.E.