

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, July 22nd, 2025** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

8:30 AM -Work Session: Board of Supervisors: Review of Weekly Business

PUBLIC NOTICE – the meeting can be viewed by live stream at <https://desmoinescounty.iowa.gov/live/> Anyone with questions during the meeting may email the Board of Supervisors at board@dmcounty.com OR call 319-753-8203, Ext 4

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. Payroll Reimbursement Claims
 - B. Termination of Lease Agreement with Crisis Stabilization Services
 - C. Personnel Actions:
 1. Correctional Center (1)
 - D. Reports:
 1. Sheriff's Report of Fees Collected, June 2025
 2. Clerk's Report of Fees Collected, June 2025
 - E. Minutes for Regular Meeting on July 15th, 2025
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session Following the Meeting:

BOS / Land Use

RE: Wind Ordinance, Fire Safety, EMS

Payroll

7/25/25 Reimbursement Claims

7/22/25 Board Meeting

Reimbursements: \$972.22

Non-Cash Taxable: \$0.00



1710 East Maple Street | Maquoketa, IA 52060 | (563) 652-5252 | (563) 652-4872 (fax)

July 15, 2025

Subject: Lease Termination: 910 Cottonwood, Ste 2002, Burlington, IA 52601

Des Moines County Auditor
513 N. Main
Burlington, IA 52601

Dear Valued Partners,

Per the requirements stipulated in our current Lease Agreement with Des Moines County for the property known as Cottonwood Crisis Stabilization Service, 910 Cottonwood, Ste 202, Burlington, Iowa 52601, executed on July 1, 2025, please accept our notice to terminate this Lease Agreement effective October 31, 2025.

Please note that we will discontinue providing services at this location on September 30, 2025, and will utilize the 30 days between September 30 and October 31 to facilitate our departure from the premises.

We deeply value the partnership we have built with you. If you have any questions, please don't hesitate to contact me.

Thank you for your continued support and for your shared commitment to those we serve.

Sincerely,

Megan Simmons, BS
Chief Financial Officer
Imagine the Possibilities



**LEASE AGREEMENT BETWEEN DES MOINES COUNTY AND IMAGINE THE POSSIBILITIES FOR
COTTONWOOD PROPERTY**

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2025, by and between DES MOINES COUNTY ("Landlord") and IMAGINE THE POSSIBILITIES ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 910 COTTONWOOD, SUITE 2002, BURLINGTON, IOWA 52601 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building designated as COTTONWOOD CRISIS STABILIZATION SERVICE, SUITE 2002 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained, and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, on a month to month "Basis" beginning JULY 1, 2025, up to 12 a month "Term" ending June 30, 2026. At the end of the first 12-month Term ending June 30, 2026, the Landlord/Tenant may review the lease agreement terms, and restructure as needed. The Tenant shall be permitted to occupy the Premises on a month-to-month basis Starting July 1, 2025, and will continue as a month-to-month tenancy. To terminate the tenancy the Landlord or Tenant must give the other party a written 30-day notice of Lease non-renewal at least 30-days prior to the last day of that month. If Tenant plans to leave on or after the first of any month, the rent may be prorated. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord Monthly installments of \$4,981.00 per month which shall include maintenance costs (including security, sprinkler, and generator access), Utilities including Electric, gas, water, and garbage. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at DES MOINES

COUNTY MAINTENANCE OFFICE, 513 N. MAIN ST, BURLINGTON, IOWA or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Tennant covenants and agrees that during the term of this Agreement, it will use and occupy the premises exclusively for the provision of Crisis stabilization/transition services. Where applicable, Tennant agrees to operate and maintain the property strictly in accordance with any/ all rules, standards, and regulations promulgated by the Iowa Department of Inspections and Appeals and the Iowa Department of Human Services, in accordance with all Federal, State, or Local laws, rules, standards, and resolutions applying to such operation, and shall obtain or maintain such licenses, approvals, and/or accreditation as may be required, and in keeping with the principles of ethical behavior.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any corporation under common control with Tenant. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

The tenant takes the premises in their present condition. All repairs exceeding \$500.00 per occurrence will have prior approval of the County or its officially designated representative. The first \$500.00 (or less if the cost does not equal or exceed \$500.00) for each repair occurrence will be paid by the Tenant, and the balance remaining after payment of \$500.00 by Tenant will be paid by County. Tenant shall not do, nor cause to be done, any remodeling of existing structures, nor erection of new structures unless County gives prior consent. Tenant shall maintain said premises in a safe and serviceable condition, except for normal wear and tear, and will not permit the premises to be damaged by any act or negligence of Tenant, its agents, or employees. The tenant will be responsible for daily and routine cleaning.

County would suggest the Tenant utilize the following items as a guide to successful daily operations:

- Outdoor areas including all porches, furniture, and the gazebo shall be kept clean and free of debris and weeds to provide a safe environment.

- Provide timely and accurate work orders to Des Moines County Maintenance.
- The property will be kept clean.
- Inspections will be performed by County officials.
- General building and grounds maintenance issues will be handled by Des Moines County, all concerns shall be directed to the County Maintenance Director

6. Alterations and Improvements.

The tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the premises.

Tenant shall keep an up-to-date inventory of the personal property leased hereunder, notifying County of any losses, thefts, destruction, or contemplated disposal of personal property not needed for the operation of the Leased Premises or welfare of the individuals. Any replacement of Leased Premises property purchased by Tenant during the term of this lease shall remain with County upon termination of the Agreement. The tenant shall have the right to use all furniture, equipment, and other personal property located in Leased Premises. Equipment purchased by Tenant not reimbursed or otherwise paid for by County (except for items purchased to replace original items on the inventory) and perishables (e.g. – food, office, medical, and cleaning supplies) for the operation of the Crisis Home shall remain the property of Tenant. The County has the right to make an independent inventory of its personal property at any time.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. The tenant shall pay for fire monitoring services for the property.

B. County shall insure the building and personal property against hazards and casualties, including fire and extended coverage; County shall also maintain general liability insurance covering its potential liability for any property damage or bodily injury for which it may be responsible as owner. Tenant shall keep in full force and effect during the term of this lease general liability insurance, as well as professional malpractice insurance covering those employees as is warranted, naming Des Moines County as an additional insured. During the period of this Agreement, Tenant and Des Moines County shall hold each other harmless from any liability or responsibility for the acts or omissions of any of their respective employees or agents.

8. Utilities.

Landlord shall pay Utilities Electric, gas, water, sewer, and garbage. The tenant is responsible for other services such as phone, internet, cable, etc.

Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy, or which may, in the Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

9. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separate structured parking, if any, located about the Building is reserved for tenants of the Building.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all its agents, employees, invitees, and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

The consumption or possession of alcoholic beverages or illegal drugs by tenants or visitors is not allowed anywhere on or near the premises of Crisis Center, which includes but is not limited to, the inside of vehicles, rooms, and all common areas.

Tenant or guests will not permit the dwelling to be used for, engage, or to facilitate criminal activity including drug related criminal activity on or near the premises.

Smoking- Tenant, guest, or other people under Tenant's control shall not smoke anywhere in the building. Smoking is permitted outside, in designated areas only. Must follow guidelines from the Iowa Smoke free Air Act.

Candles- Tenants shall not burn candles, or start any open flames, anywhere in the building or on the property.

Any violation of the above may lead to an immediate termination of agreement and eviction.

To allow no fish, birds, reptiles, animals nor pets of any kind [except for assistive animals] anywhere on premises at any time without prior written permission from DMC maintenance. To report to DMC maintenance any pets seen anywhere on the premises. May not keep pets even temporarily belonging to another person at any time for any reason.

Assistive Animals: Potential tenants must prove [Through State Law] the need for an assistive animal and there will be no more than one assistive animal per unit. No assistive animal can be harmful to others. The assistive animal must always be crated when Tenant is absent from the unit. The size of the crate must be of adequate size to allow freedom of movement. If the assistive animal is a cat, the Tenant must provide a veterinary certificate stating the front claws have been removed. Tenants must provide a veterinary certificate stating that all assistive animals have been spayed or neutered. Tenant must show that the animals are current with necessary vaccines. Carpet must be professionally cleaned and treated as necessary for pest infestation if it is so recommended by pest control professionals at the Tenants expense. Tenants are responsible to walk assistive animal only in designated areas. Any waste left by animals must be collected and disposed of appropriately by the Tenant. Assistive animals must be on a leash at all times in public or common areas.

13. Damage and Destruction.

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor

or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes unless otherwise provided for in Section 7. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control, and which renders the Leased Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

TERMINATION AND AMENDMENT.

Either party to this Agreement shall have the right to terminate this Agreement for cause upon giving a ninety (90) day prior notice in writing. The first thirty (30) days after a notice of termination for cause may be used to correct and cure the causes listed in the notice, thereby rescinding the termination. "Cause" shall be defined as including, but not limited to, the following: an increase in per diem not included in the Agreement or agreed to by both parties, documented abuse in violation of rules of Department of Inspections and Appeals or state law, or violation of the terms and conditions of this Agreement or any provision incorporated. This Agreement may be terminated immediately because of loss of license or bankruptcy. County may amend this Agreement to comply with changes in state law or policy and shall give written notice to Provider of such amendment and its effective date.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Des Moines County Auditor
513 N. Main
Burlington, Iowa 52601

If to Tenant to:

Megan Simmons, Chief Financial Officer
Imagine the Possibilities
1710 E Maple Street
Maquoketa, Iowa 52060

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

22. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than ninety (90) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

23. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

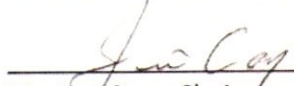
24. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. **Governing Law.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

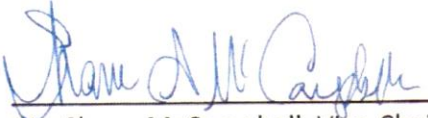
BY DES MOINES COUNTY:



Mr. Jim Cary, Chairman
Des Moines County Board of Supervisors

7/8/25


Date



Mr. Shane McCampbell, Vice-Chairman
Des Moines County Board of Supervisors

7/8/25


Date



Mr. Thomas Broeker, Member
Des Moines County Board of Supervisors

7/8/25

Date

ATTEST:


Ms. Sara Doty
Des Moines County Auditor

7/8/25

Date

FOR HOPE HAVEN AREA DEVELOPMENT:



Megan Simmons, Chief Financial Officer

7/15/25

Date



APPROVED

JUL 08 2025
BOARD OF SUPERVISORS

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Patrick Ogorzalek Employee #: _____
Title: Correctional Officer Department: Correctional Center

STATUS CHANGES

TERMINATION

☒ **Resignation** ☐ Unsatisfactory Probation
☐ Discharge ☐ Death
☐ Retirement ☐ Other, Explain

Last Day Worked July 11, 2025

Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

Worked 1 day, July 11, 2025 = 8.25 hours

Also worked overtime of 3.75 hours on same day

Final Resignation Date July 12, 2025

Final Rate of Pay \$54,886.03
Permanent Address 1573 Gabriel Ave
City, State, Zip Wayland IA 52654

LEAVE OF ABSENCE

☐ Paternity ☐ Educational
☐ Medical ☐ Military
☐ Other, Explain

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No
Does Employee Want Life
Insurance Continued ☐ Yes ☐ No

TRANSFER

☐ Permanent ☐ Voluntary
☐ Temporary ☐ Involuntary

Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____ New Rate _____
Effective Transfer Date _____

LAY OFF

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No
Does Employee Want Life
Insurance Continued ☐ Yes ☐ No
Last Day Worked _____

SALARY ADJUSTMENT

☐ New Hire ☐ Probationary
☐ 77.11 Hours ☐ Demotion
☐ 80 Hours ☐ Reduction
☐ Anniversary ☐ Suspension
☐ Promotion ☐ Other, Explain

Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: _____

Authorized by: [Signature] Department: Correctional Center Date: July 17, 2025
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: July 19, 2025 Payroll Date: July 25, 2025

Emailed Payroll: _____



KEVIN GLENDENING, SHERIFF

512 N. Main Street
Burlington, IA 52601
Phone: 319-753-8289 (Civil)
Fax: 319-754-6910



SHERIFF'S MONTHLY REPORT TO THE BOARD OF SUPERVISORS

06/01/2025 thru 06/30/2025

SHERIFF FEES	12,856.53
MILEAGE	1,204.56
R & B	2,292.93
INTEREST	10.66
TOTAL	\$16,364.68

14,061.09

I, Kevin Glendening, Sheriff of Des Moines County, Iowa, do hereby certify that the above report is correct of monies collected by me as Sheriff during the period therein specified.

Kevin Glendening
KEVIN GLENDENING, SHERIFF

CLERK'S REPORT OF FEES COLLECTED

STATE OF IOWA)
DES MOINES COUNTY)

TO THE DES MOINES COUNTY BOARD OF SUPERVISORS:

I, SARA MADDUX, CLERK OF DISTRICT COURT OF THE ABOVE-NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE FEES COLLECTED BY ME IN MY OFFICE FOR THE MONTH OF JUNE, 2025 AND THE SAME HAS BEEN PAID TO THE COUNTY TREASURER, PER DUPLICATE VOUCHER HERETO ATTACHED.

DES MOINES COUNTY TREASURER:

5% OF STATE FINE SURCHARGE	\$	0
SHERIFF FEES		1,325.20
INFRACTIONS		3,999.89
TOBACCO		-3.00
COUNTY ENFORCEMENT SURCHARGE		-1.24
LAW LIBRARY		5.00
RECORD SECURITIES FEES		49.75
PRE-PD FEES TO SHERIFF		0
MISC. REIMBURSEMENT (INDIGENT DEFENSE)		0
TOTAL FEES		<u>\$5,375.60</u>

TOTAL PAID \$5,375.60

CHECK No. 193776

RESPECTFULLY SUBMITTED THIS 10TH DAY OF JULY, 2025.



SARA MADDUX
CLERK OF DISTRICT COURT

July 15, 2025

The Des Moines County Board of Supervisors met in a regular session at the Court House in Burlington at 9:00 AM on Tuesday, July 15th, 2025, with Chair Jim Cary, Vice-Chair Shane McCampbell and Member Tom Broeker present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

Unless otherwise noted, all motions passed unanimously. The Pledge of Allegiance was conducted.

Meeting with Department Heads: County Auditor Sara Doty reported her office is busy. Sheriff Kevin Glendening reported his department remains busy. Public Health Director Christa Poggemiller reported there has been another case of measles in Eastern Iowa. Public Health will have a first aid booth at the Des Moines County Fair next week. County Attorney Lisa Schaefer stated she is busy with trial. County Recorder Natalie Steffener stated her office remains busy. County Treasurer Janelle Nalley-Londquist stated she is finishing up on fiscal year end reports. She has a personnel action on the agenda. Maintenance Director Rodney Bliesener reported the State Elevator Inspector was here last Friday. That went well. County Engineer Brian Carter reported Highway 99 is finished with the main line. Mediapolis Rd project is coming along with hopes of opening mid-August.

No correspondence was received.

Approval of Accounts Payable Claims in the amount of \$1,696,497.55 was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of 2025 Homestead Credits and Military Exemptions were presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of Mississippi Valley Workforce Development Merger of Counties Between South Central and North Central was presented. McCampbell spoke on this and made a motion to approve and was seconded by Broeker.

Approval of Resolution #2025-038 and Final Plat of Wiegard Subdivision was presented. McCampbell made a motion to approve and was seconded by Broeker.

Insert Resolution #2025-038

Approval of the Addendum to Lease Between Des Moines County and Imagine the Possibilities was presented. Cheryl Plank, Chief Strategic Advancement Officer, explained to the Board of Supervisors the need for the addendum. Assistant County Attorney Trent Henkelvig advised the Board of Supervisors that the best interest of the County would be not to sign the addendum but to rewrite the lease agreement. Broeker made a motion to table the Addendum at this time and was seconded by McCampbell.

Approval of Personnel Actions was presented. Correctional Center – Kelly Kindig, PT Cook, Resignation effective 7/11/25. McCampbell made a motion to approve and was seconded by Broeker. Public Health – Andrea Holmes, RN, New Hire, \$58,838.75 yearly, effective 7/7/25. Broeker made a motion to approve and was seconded by McCampbell. Treasurer – Jennifer Phillips, Clerk II Motor Vehicles, 18-month step increase, \$39,016.51 yearly, effective 7/2/25. McCampbell made a motion to approve and was seconded by Broeker.

Reports:

Recorder's Report of Fees Collected, FY25

McCampbell motioned to approve July 8th, 2025, regular meeting minutes and was seconded by Broeker.

McCampbell attended a Workforce Development meeting and Cary attended a RUSS meeting.

The meeting was adjourned at 9:32 a.m.

Following the meeting the Board of Supervisors went on a project tour with County Engineer, Brian Carter.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website www.dmcountry.com

Jim Cary, Chair

Attest: Sara Doty, Auditor

REGULATIONS FOR THE SITING AND OPERATION OF WIND, SOLAR AND BATTERY ENERGY SYSTEMS

DES MOINES COUNTY, IOWA

ORDINANCE NO. _____

Adopted _____, 2025

Text highlighted in yellow = Content not in the original Des Moines County Ordinances, but included in the Lee County Ordinance

Text shown in red = Content not in the original Des Moines or Lee County Ordinances; added or modified based on recent public feedback and discussions at Board of Supervisors Work Sessions

Text shown in red and highlighted in green = Added or modified after work session on July 8, 2025

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ARTICLE I: GENERAL PROVISIONS

- A. **Purpose.** The purpose of this Ordinance is to establish a set of minimum standards for the siting, placement, construction, installation, operation, maintenance, and decommissioning of utility-scale Wind, Solar and Battery Energy Systems, in order to protect the public health, safety and community welfare of the residents of Des Moines County.
- B. **Jurisdiction.** This Ordinance and all regulations contained therein shall be applicable to all land within unincorporated Des Moines County, Iowa, and shall exclude all land within the incorporated municipalities located in the County.
1. Whenever a parcel or area of land is annexed by an incorporated municipality, the requirements of this Ordinance shall cease to apply, and the subject parcel or area shall be subject to any and all applicable requirements for a Wind, Solar or Battery Energy System imposed by the ordinances of said municipality.
- C. **Administrator.** The Board of Supervisors shall appoint an administrator to implement and administer the provisions of this Ordinance, and shall herein be referred to as the Administrator.
- D. **Applicability and Exemptions.** The regulations contained within this ordinance shall apply only to Commercial Wind Energy Systems (C-WES), Commercial Solar Energy Systems (C-SES), and Commercial Battery Energy Storage Systems (C-BESS), all as herein defined. They shall not apply to Personal Wind Energy Systems (P-WES), Personal Solar Energy Systems (P-SES), or Personal Battery Energy Storage Systems (P-BESS), all as herein defined, and no permits, public hearings, or other official action by the County shall be required prior to their establishment.
1. The regulations contained within this Ordinance shall not apply to the continued operations of any C-WES, C-SES, or C-BESS that was lawfully established prior to the adoption of this Ordinance or any amendment thereto. However, they shall apply to the physical expansion of any such System to encompass additional properties after the date of such adoption or amendment.
 2. The regulations contained within this ordinance shall apply to any property on which a lease agreement was established with the Developer of a C-WES, C-SES or C-BESS prior to the adoption of this Ordinance or any amendments thereto, but construction had not yet commenced on that property by the date of such adoption or amendment.
- E. **Relation to Other Ordinances and Regulations.**
1. Whenever this Ordinance imposes a greater restriction than is imposed or required by another local ordinance, or by state or federal laws, then the provisions of this Ordinance shall prevail.
 2. Whenever another local ordinance, state or federal law, imposes a greater restriction than is imposed by this Ordinance, then those stricter standards shall prevail.

3. Any C-WES, C-SES or C-BESS located within the jurisdiction of the *Des Moines County Airport Approach Zone Regulations (Ordinance No. 58)* shall comply with all applicable height and location requirements imposed by that ordinance.
 4. Any C-WES, C-SES or C-BESS located within the jurisdiction of the *Des Moines County Floodplain Management Ordinance (Ordinance No. 25)* shall comply with all applicable requirements imposed by that ordinance.
 5. In accordance with Chapter 414.23 of *Iowa Code*, if an incorporated municipality has established a zoning ordinance with a jurisdiction over unincorporated land within two (2) miles of its corporate limits, all land within that two (2)-mile area shall be subject to any and all applicable zoning requirements for a Wind, Solar or Battery Energy System imposed by that municipality, in addition to the requirements of this Ordinance.
- F. **Financial Risk and Responsibility.** All costs associated with the planning, permitting, construction, installation, operation, maintenance, repair, cleanup, modification or decommissioning of a C-WES, C-SES or C-BESS shall be entirely the responsibility of the Developer, Owner and/or Operator, and no such costs shall be passed on to Des Moines County, its taxpayers, or individual landowners in the C-WES, C-SES or C-BESS project area. In addition, the Developer, Owner and/or Operator shall be entirely responsible for the cost of any legal actions (including defense and settlement costs) associated with the aforementioned activities regarding a C-WES, C-SES or C-BESS.
- G. **Enforcement and Penalties.** Any violation of the provisions of this Ordinance or failure to comply with any of its requirements shall constitute a county infraction, as defined by Chapter 331.307 of the *Iowa Code*. Each day that the violation persists shall constitute a separate repeat offense.
1. In accordance with Chapter 331.307 of the *Iowa Code*, any person or firm that violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than seven-hundred fifty (750) dollars for the first offense, and not more than one thousand (1,000) dollars for each repeat offense, or be imprisoned for not more than thirty (30) days for each offense.
 2. Nothing herein contained shall prevent Des Moines County from taking such other lawful action as is necessary to prevent or remedy any violation.
- H. **Severability.** Should any section or provision of this Ordinance be declared by the Courts to be invalid or unconstitutional, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid or unconstitutional.

ARTICLE II. DEFINITIONS

- A. **Word Usage.** The specific terms listed in this Article shall be defined as follows whenever those terms are used within the text of this Ordinance.

- B. **Terms Defined.**

ABANDONMENT. The state in which any portion of a Wind or Solar Energy System, and/or Battery Energy Storage System, has ceased to produce or store energy for at least three-hundred sixty five (365) consecutive days.

ADMINISTRATOR. Shall refer to the administrator of this Ordinance, as appointed by the Des Moines County Board of Supervisors.

AGRI-VOLTAIC SYSTEM. The physical integration of a Solar Energy System with agricultural operations, so that the underlying soil can remain in active use during the operational lifespan of the Solar Energy System. Such operations may include growing crops such as grain, legumes, fruits or vegetables, livestock grazing on grass or other vegetation, and/or the placement of solar panels on a greenhouse.

AIRCRAFT DETECTION LIGHTING SYSTEM (ADLS). A sensor-based system that monitors the airspace around a Wind Energy System, allowing for the obstruction lights to be activated only when an aircraft is detected in the vicinity.

BATTERY ENERGY STORAGE SYSTEM (BESS). One or more devices intended for storing energy for later use, either on the subject property or elsewhere. This term shall include all accessory equipment necessary for energy storage, including but not limited to: inverters, transformers, cooling equipment, switching gear, metering equipment, transmission tie-lines, other power interconnection facilities, and/or substations.

COMMERCIAL BATTERY ENERGY STORAGE SYSTEM (C-BESS). A utility-scale Battery Energy Storage system where the stored energy is either distributed to the electrical power grid for use by the public at-large, or used by one (1) or more large commercial or industrial operations nearby. Such devices may either be installed as part of a Commercial Wind or Solar Energy System, or developed separately as a standalone project, using energy generated elsewhere.

PERSONAL BATTERY ENERGY STORAGE SYSTEM (P-BESS). A Battery Energy Storage System where the majority of the energy produced is consumed directly on-site, or on an adjoining property, though excess energy may be sold and distributed to an electric utility provider serving the general public. Such a system is used to serve the energy needs of a private residence, business or agricultural operation, and may be used to store energy produced by a Personal Wind or Solar Energy System.

BOARD OF SUPERVISORS. Shall refer to the Board of Supervisors of Des Moines County, Iowa.

CEMETERY. Shall refer to any burial site recognized by the Des Moines County Assessor as tax-exempt land, which is physically separate from any taxable private land which it adjoins.

CIVIC BUILDING. A building that is regularly used for large public gatherings or services, or the housing of unrelated individuals in a group setting, including schools, daycare facilities, churches and other houses of worship, government offices, hospitals, nursing homes, group homes, and homeless shelters. This term shall not apply to any accessory buildings (garages,

sheds, or utility buildings) that are not used for human habitation.

COUNTY ENGINEER. Shall refer to the County Engineer of Des Moines County, Iowa.

DECOMMISSIONING. The complete removal of all components of a Wind or Solar Energy System, and/or a Battery Energy System, following the permanent ceasing of operations – either through abandonment or planned termination at the end of its useful life.

DEVELOPER. The person(s) and/or entit(ies) pursuing the development of a Wind or Solar Energy System, and/or a Battery Energy Storage System, who are responsible for submitting a Siting Permit application and all required attachments necessary for the review and approval thereof by the County.

GUY-WIRES. Tensioned cables used to stabilize a structure that is of insufficient weight to support itself under the pressure of wind, heavy rain, or similar influences. Such wires are fastened to the structure on one end, and to a nearby point on the ground on the other.

HEIGHT, WIND TURBINE. The vertical distance between the ground elevation at the base of the tower and the tip of the blade when positioned at its highest point during a rotation.

HEIGHT, TOWER. The vertical distance between the ground elevation at the base of a wind turbine or meteorological evaluation tower and the highest point of said tower.

MAXIMUM HORIZONTAL TILT. The point during the course of a daily rotation (if any) at which the panels of a solar array are the closest to being entirely parallel to the ground surface.

MAXIMUM VERTICAL TILT. The point during the course of a daily rotation (if any) at which the panels of a solar array are the closest to being at a ninety (90)-degree angle to the ground surface.

METEOROLOGICAL EVALUATION TOWER. A tall, narrow, lightweight structure, installed on a temporary basis, supported by guy-wires, and containing specialized equipment used for assessing wind characteristics at the prospective location of a Commercial Wind Energy System.

OCCUPIED DWELLING. A building that contains one or more dwelling units intended for residential use – whether occupied by the homeowner or unrelated individuals paying rent, and which is occupied for year-round or seasonal use by one or more households, or actively marketed for sale or rent at the time a Wind or Solar Energy System, and/or a Battery Energy Storage System is proposed to be built in the nearby vicinity. This term shall also include any such dwelling that is under construction and not yet occupied at the time the system is proposed. It shall not apply to any such building which is vacant year-round and not being actively marketed for sale or rent at the time the System is proposed. It shall also not apply to any accessory buildings such as detached garages that are not used for human habitation.

OPERATIONAL LIFESPAN. The period in which a C-WES, C-SES, and/or C-BESS, or any portion thereof, is functionally operating as designed to produce, transmit or store energy. This period extends from the completion of initial construction to its eventual decommissioning and/or abandonment.

OPERATIONS. The day-to-day functions of a Wind or Solar Energy System, and/or Battery Energy Storage System as it works to produce, transmit, or store energy.

OPERATOR. The person(s) or entit(ies) responsible for the day-to-day operation and

maintenance of a Wind or Energy System, and/or a Battery Energy Storage System, including any third-party subcontractors. This term shall apply to all subsequent operators of the System, if such responsibility is transferred at any point during its operational lifespan.

OWNER, C-WES, C-SES, or C-BESS. The person(s) and/or entit(ies) that own the structures and equipment comprising a Wind or Solar Energy System, and/or a Battery Energy Storage System, regardless of whether or not they also own the land upon which it is situated. This term shall apply to all subsequent owners of the System, if ownership is transferred at any point during its operational lifespan.

PARTICIPATING PROPERTY. Shall refer to any parcel of land that is subject to a voluntary lease, easement, waiver or other contract with the Owner and/or Operator of a Commercial Wind or Solar Energy System, and/or a Battery Energy Storage System, concerning the development, construction or operation of that System.

NON-PARTICIPATING PROPERTY. Any parcel of land other than a 'participating property', as herein defined.

SHADOW FLICKER. The phenomenon in which the sun shines through the rotating blades of a wind turbine, casting a moving shadow that projects onto buildings, objects and surfaces.

SITING PERMIT. A written certificate that, once approved by the County, authorizes the Developer to proceed with the construction or expansion of a Wind or Solar Energy System, and/or a Battery Energy Storage System.

SOLAR ARRAY. An installation comprised of multiple solar panels grouped together and wired into a single circuit, to be attached either to a ground-mounted post or column, or to the roof of a building or structure. Ground-mounted arrays are typically tilted at an angle from the flat ground surface, which may be adjustable to follow the position of the sun throughout the course of a single day.

CLUSTER OF SOLAR ARRAYS. Shall refer to any grouping of adjacent solar arrays that is not separated from any other grouping of arrays by a roadway, other public right-of-way, utility easement, or greater than fifty (50) feet of open space.

SOLAR ENERGY SYSTEM (SES). A system of infrastructure used for the conversion of solar energy from the sun into electricity, which includes a series of panels designed to collect energy from the rays of the sun, along with any supporting electrical equipment and transmission lines necessary for the operation thereof, as well as any associated Battery Energy Storage Systems.

COMMERCIAL SOLAR ENERGY SYSTEM (C-SES). A Solar Energy System where the energy produced is either distributed to the electrical power grid for use by the public at-large, or used by one (1) or more large commercial or industrial operations nearby. Such a system is designed to produce at least twenty-five (25) megawatts of energy, using clusters of solar arrays situated on private agricultural land, with one or more landowners leasing the land to a company which owns and maintains the solar equipment.

PERSONAL SOLAR ENERGY SYSTEM (P-SES). A Solar Energy System where the majority of the energy produced is consumed directly on-site, or on an adjoining property, though excess energy generated by the System may be sold and distributed to an electric utility provider serving the general public. Such a system is designed to produce less than twenty-five (25) megawatts of energy, and includes either solar panels mounted on the rooftops of buildings, or a cluster of ground-mounted arrays, which are used to serve the energy needs of a private residence, business or agricultural operation.

SOLAR PANEL. A photovoltaic device designed to collect energy from the rays of the sun for conversion into electricity, which may either be part of a freestanding utility structure placed directly on the ground surface, or attached to the roof of a separate building or structure.

STRUCTURE. Anything constructed or erected with a permanent location on the ground, including dwellings, civic buildings, retail stores, offices, factories, utility stations, wind turbines, freestanding solar arrays, garages, sheds, barns, livestock pens, grain bins, and bulk liquid or gas storage tanks.

WIND ENERGY SYSTEM (WES). A system of infrastructure used for the conversion of wind energy into electricity, which includes one (1) or more wind turbines as well as any supporting electrical equipment and transmission lines necessary for the operation thereof, as well as any associated Battery Energy Storage Systems.

COMMERCIAL WIND ENERGY SYSTEM (C-WES). A Wind Energy System where the energy produced is either distributed to the electrical power grid for use by the public at-large, or used by one (1) or more large commercial or industrial operations nearby. Such a system is designed to produce at least one (1) megawatt of energy, and involves one (1) or more wind turbines of several hundred feet in height, situated on private agricultural land, with one or more landowners leasing the land to a company which owns and maintains the wind energy equipment.

PERSONAL WIND ENERGY SYSTEM (P-WES). A Wind Energy System where the majority of the energy produced is consumed directly on-site, or on an adjoining property, though excess energy generated by the System may be sold and distributed to an electric utility provider serving the general public. Such a system is designed to produce less than one (1) megawatt of energy, and includes an individual wind turbine of minimal height that is owned and maintained by the landowner, which is used to serve the energy needs of a private residence, business or agricultural operation.

WIND TURBINE. A structure used to collect kinetic energy from wind and convert it into electricity, which is comprised of a monopole tower, along with a series of rotary operated blades and a nacelle (generator) attached to the top of the tower.

ARTICLE III: WIND ENERGY SYSTEMS – SITING AND DESIGN STANDARDS

- A. **Purpose.** The standards within this Article shall apply to all Commercial Wind Energy Systems developed under the authority of this Ordinance. For regulations pertaining specifically to Meteorological Conversion Towers, see Article VIII.
- B. **Setback from Structures, Places and Property Lines.**
1. All setback distance measurements shall be taken in reference to the point at which the wind turbine will be closest to the applicable structure, place or property line, along a flat horizontal plane between the two points, to adjust for any significant changes in topography and land surface elevation.
 - a) The requirements in this Section shall apply to all applicable structures, places and properties in the vicinity of the C-WES, regardless of whether they are located within an incorporated municipality or an adjoining county.
 - b) The requirements in this Section shall apply only to a C-WES at the time of construction, and shall not apply if new buildings or infrastructure are voluntarily placed in closer proximity after it has assumed operations.
 - c) The requirements in this Section may be waived if written permission for a shorter distance has been obtained from one or more individual property owners, and the waiver shall apply only to those specific property(ies).
 2. The minimum setback distance from a wind turbine to any of the following structures, places and properties shall be as shown in the table below, with measurements taken from the base of the tower at ground level (not including any stairways or other projections off of the main tower structure):

Structure / Place / Property	Minimum Setback	
	On Participating Properties	On Non-Participating Properties
Occupied dwellings and civic buildings	2 times the height of the turbine	3 times the height of the turbine
All other structures (including detached garages, sheds, livestock confinement buildings, and other wind turbines)	Equal to the height of the turbine plus 10 percent of that height	2 times the height of the turbine
Electric substations	2 times the height of the turbine	
Above-ground electric lines	Equal to the height of the turbine plus 10 percent of that height	
The right-of-way line for any roadway (public or private), railroad, or levee system	Equal to the height of the turbine plus 10 percent of that height	

(table continued on next page)

Structure / Place / Property (cont'd)	Minimum Setback – At Any Location
The boundary line of any non-participating property	Equal to the height of the turbine plus 10 percent of that height
Cemeteries	2 times the height of the turbine
Public conservation areas (county, state or federal)	3 times the height of the turbine

3. No portion of any C-WES shall be constructed within any public right-of-way, utility or pipeline easement, or access easement, unless written permission has been obtained by the intended beneficiary(ies) of that right-of-way or easement and provided to the Board of Supervisors prior to the final public hearing.
4. For any roadway that is to be newly constructed or widened as part of a project listed in the State or County Five-Year Program, the minimum setback from a roadway right-of-way in Section B(2) of this Article shall apply to the planned location of the right-of-way line at the conclusion of the applicable project.

C. **Height Restrictions.**

1. The minimum vertical distance between ground level and the tip of a wind turbine blade at its lowest point during a rotation shall be seventy-five (75) feet.
2. If any portion of a C-WES is located within the jurisdiction of the *Des Moines County Airport Approach Zone Regulations (Ordinance No. 58)*, then all structures within that area shall comply with the applicable height restrictions of that ordinance.

D. **Design and Appearance.**

1. All wind turbines shall be designed with the configuration of a tubular, monopole type tower, able to be physically supported in place without the assistance of guy-wires or other similar reinforcements.
2. All turbines shall be designed to avoid reflective glare from sunlight or other lighting used to illuminate them.
3. All turbines shall be painted a neutral color such as white or light gray, and finishes shall be matte and non-reflective. Blades may be a darker color (such as black) in order to facilitate de-icing or reduce wildlife collisions.
4. All turbines shall remain painted or finished the same as was originally applied by the manufacturer, unless otherwise approved by the Board of Supervisors.
5. All components of a C-WES shall be built using the industry standard materials and design specifications, without the use of any novel or experimental elements that have not been previously tested and routinely utilized in C-WES projects elsewhere.

E. **Electric Lines.** To the maximum extent feasible, electric lines used to transfer energy from a turbine to the nearest BESS or substation shall be placed underground, apart

from those within a public road right-of-way or an existing overhead electric easement.

F. Lighting and Reflection.

1. Any lighting that is installed on the premises of a C-WES shall be shielded and downcast to the extent that the light does not project directly onto any adjoining properties. Exceptions shall be made only when such lighting is necessary to comply with requirements of the Federal Aviation Administration (FAA), or any other state or federal agency (such as those pertaining to the lighting of a substation).
2. Each C-WES shall be equipped with an Aircraft Detection Lighting System (ADLS), subject to the approval of the FAA.
3. No occupied dwelling on a non-participating property shall experience more than thirty (30) hours per year of shadow flicker on the external wall nearest to a turbine.

G. Noise Volume. The volume of noise generated by any component of a C-WES shall not exceed fifty five (55) A-weighted decibels (dBA) when measured from an occupied dwelling or civic building on a non-participating property. This amount may be exceeded during short-term events such as utility outages and/or severe storms.

H. Access and Security Fencing. All components of a C-WES shall be sufficiently secured to prevent any safety hazards to the general public.

1. Any wind turbine that is climbable within fifteen (15) feet of the base at ground level shall be fully surrounded with fencing, and an entrance that is locked at all times outside the occurrence of operations and maintenance activities.
2. Any access points at the base of a wind turbine shall be locked at all times outside the occurrence of operations and maintenance activities.
3. All locked entry points shall be accompanied by signage which prohibits trespassing, warns of any applicable risk of high voltage or other safety hazard, and provides the facility's address and GPS coordinates, along with contact information for the Owner and/or Operator in case of emergency.
4. Whenever located within two-hundred (200) feet of the right-of-way for a public roadway, all security fencing for a C-WES shall have a minimum porosity of seventy-five (75) percent, in order to permit the free movement of blowing snow, and thereby prevent the formation of snow drifts on nearby roadways.
 - a) The Board of Supervisors may waive the seventy-five (75) percent porosity requirement, if the Developer submits an engineering study which confirms that a fence of the specified porosity will not result in an increase in snow drifts on the adjoining roadway.

I. Signs.

1. No signs shall be installed on the premises of a C-WES if they are visible from a public street, apart from Owner or manufacturer identification signs and any

applicable warning signs outlined in Section G(3) of this Article.

2. No wind turbine or other structure associated with a C-WES shall be used to advertise or promote any product or service.

J. **Fire Prevention Standards.**

1. Each turbine in a C-WES shall be equipped with lightning protection technology, designed to prevent lightning strikes from damaging the equipment or triggering a fire.
2. Each turbine in a C-WES shall be equipped with a fire suppression system, to detect and extinguish fires in the event of an emergency.
 - a) All operations and maintenance personnel shall be provided with safety protocols for working in and around the components of the fire suppression system, and such protocols shall be outlined in the submitted Operations and Maintenance Plan (See Article VII, Section D8).

ARTICLE IV: SOLAR ENERGY SYSTEMS – SITING AND DESIGN STANDARDS

- A. **Purpose.** The standards within this Article shall apply to all Commercial Solar Energy Systems developed under the authority of this Ordinance.
- B. **Setback from Structures, Places and Property Lines.**
1. All setback distance measurements shall be taken in reference to the point at which the solar array will be closest to the applicable structure, utility line, or property line, along a flat horizontal plane between the two points, to adjust for any significant changes in topography and land surface elevation.
 - a) The requirements in this Section shall apply to all applicable structures, places and properties in the vicinity of the C-SES, regardless of whether they are located within an incorporated municipality or an adjoining county.
 - b) The requirements in this Section shall apply only to a C-SES at the time of construction, and shall not apply if new buildings or infrastructure are voluntarily placed in closer proximity after it has assumed operations.
 - c) The requirements in this Section may be waived if written permission for a shorter distance has been obtained from one or more individual property owners, and the waiver shall apply only to those specific property(ies).
 2. The minimum setback distance from a solar array to any of the following structures, places and properties be as shown in the table below, with measurements taken from the closest point of the solar array when the panels are positioned at maximum horizontal tilt:

Structure / Place / Property	Minimum Setback	
	On Participating Properties	On Non-Participating Properties
Occupied dwellings and civic buildings	150 feet	300 feet
All other structures (including detached garages, sheds and livestock confinement buildings.	75 feet	150 feet
Electric substations	150 feet	
Above-ground electric lines	75 feet	
The right-of-way line for any roadway (public or private), railroad, or levee system	75 feet	
The boundary line of any non-participating property	75 feet	
Cemeteries	150 feet	
The boundary of a public conservation area (county, state or federal)	300 feet	

3. No portion of any C-SES shall be constructed within any public right-of-way, utility

or pipeline easement, or access easement, unless written permission has been obtained by the intended beneficiary(ies) of that right-of-way or easement and provided to the Board of Supervisors prior to the final public hearing.

4. For any roadway that is to be newly constructed or widened as part of a project listed in the State or County Five-Year Program, the minimum setback from a roadway right-of-way in Section B(2) of this Article shall apply to the planned location of the right-of-way line at the conclusion of the applicable project.

C. **Height Restrictions.** All measurements shall be taken from the highest point on a panel when it is positioned at maximum vertical tilt.

1. The height of any solar array within a C-SES shall not exceed fifteen (15) feet.
 - a) In any instance where the setback between a solar array and the nearest occupied dwelling or civic building will be greater than the minimums outlined in Section B of this Article, the maximum height shall be increased by one (1) foot for every two (2) feet at which that distance exceeds the minimum.
2. If any portion of a C-SES is located within the jurisdiction of the *Des Moines County Airport Approach Zone Regulations (Ordinance No. 58)*, then all structures within that area shall comply with the applicable height restrictions of that ordinance.

D. **Design Materials.** All components of a C-SES shall be built using industry standards and design specifications, without the use of any novel or experimental elements that have not been previously tested and routinely utilized in C-SES projects elsewhere.

E. **Maintenance of Soil Health.** In order to ensure that the underlying soil on the properties comprising a C-SES will remain viable for productive farming operations following its decommissioning, the following standards shall be complied with during and after construction of an C-SES.

1. Top soils shall not be removed from the C-SES project area during development, except in any instance where necessary to remediate chemicals or hazardous substances from a prior use of the property.
2. Apart from paved or gravel driveways necessary to transport vehicles and equipment around the C-SES during regular maintenance work, all areas of soils that underly and surround clusters of solar arrays shall be planted and maintained in perennial vegetation, in order to prevent erosion, manage stormwater runoff, and maintain overall soil health.
 - a) Seed mixes and maintenance practices for vegetation shall be consistent with recommendations made qualified natural resource professionals (such as those at the Iowa Department of Natural Resources, Natural Resources Conservation Service (NRCS) and the local Soil and Water Conservation District).
 - b) Seeds should include a mix of grasses and wildflowers, ideally native to the Southeast Iowa region, which will result in a short stature prairie

surrounding the clusters of solar arrays.

c) Alternatively, the soil surrounding solar arrays may be used for Agri-voltaic Systems, such as the growing of crops or livestock grazing.

3. During the course of operations for a C-SES, all chemicals or solvents used to clean solar panels shall minimize the use of volatile organic compounds, and the Operator shall use recyclable or biodegradable products to the greatest extent possible.
4. Once a C-SES has commenced operations, surface-level soil samples shall be taken at regular intervals (no less than once every 10 years), to test for the presence of any of the eight (8) metals identified by the Resource Conservation and Recovery Act (RCRA), including arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.
 - a) Samples shall be taken at a rate of one sample for every 100 acres of land, evenly distributed throughout the C-SES.
 - b) Soil sampling shall be conducted in accordance with SW-846 ('Test Methods for Evaluating Solid Waste: Physical/Chemical Methods Compendium'), from the U.S. Environmental Protection Agency (EPA).
5. A baseline soil sample shall be taken prior to the initial construction of the C-SES, to be used as a reference for future samples taken during the course of its operation. A report detailing the results of the baseline sample shall be provided to the Board of Supervisors prior to the approval of a Siting Permit.
 - a) In the event that contamination from any of the eight (8) RCRA metals is identified in any subsequent samples, and the amount exceeds that which was observed in the baseline sample, the C-SES Operator shall notify the Board of Supervisors and provide an action plan to address the issue. This plan shall specify what efforts will be undertaken to remove the existing contamination, and to prevent further contamination from occurring in the future.

F. **Screening.** If deemed necessary, the Board of Supervisors may require that a row of vegetative screening be planted outside the perimeter of the SFES, in instances where one or more homes or civic buildings on nonparticipating properties are located in close proximity.

G. **Lighting and Reflection.**

1. Any lighting that is installed on the premises of a C-SES shall be shielded and downcast to the extent that the light does not project directly onto any adjoining properties. Exceptions shall be made only when such lighting is necessary to comply with requirements of the Federal Aviation Administration, or any other state or federal agency (such as those pertaining to the lighting of a substation).
2. A C-SES shall be designed and positioned in such a manner as to prevent reflective glare toward any nearby occupied dwellings, civic buildings, roadways, or airport runways.

- H. **Noise Volume.** The volume of noise generated by any component of a C-SES shall not exceed fifty five (55) A-weighted decibels (dBA) when measured from an occupied dwelling or civic building on a non-participating property. This amount may be exceeded during short-term events such as utility outages and/or severe storms.
- I. **Access and Security Fencing.** All components of a C-SES shall be sufficiently secured to prevent any safety hazards to the general public.
1. A C-SES shall be fully surrounded with fencing that meets the minimum height and design standards of the National Electrical Code (NEC), and an entrance that is locked at all times outside the occurrence of maintenance activities.
 2. All locked entry points shall be accompanied by signage which prohibits trespassing, warns of any applicable risk of high voltage or other safety hazard, and provides the facility's address and GPS coordinates, along with contact information for the Owner and/or Operator in case of emergency.
 3. Whenever located within two-hundred (200) feet of the right-of-way for a public roadway, all security fencing for a C-SES shall have a minimum porosity of seventy-five (75) percent, in order to permit the free movement of blowing snow, and thereby prevent the formation of snow drifts on the nearby roadways.
 - a) The Board of Supervisors may waive the seventy-five (75) percent porosity requirement, if the Developer submits an engineering study which confirms that a fence of the specified porosity will not result in an increase in snow drifts on the adjoining roadway.
- J. **Signs.**
1. No signs shall be installed on the premises of a C-SES if they are visible from a public street, apart from Owner or manufacturer identification signs and any applicable warning signs outlined in Section H(2) of this Article.
 2. No solar array or other structure associated with a C-SES shall be used to advertise or promote any product or service.

ARTICLE V: BATTERY ENERGY STORAGE SYSTEMS – SITING AND DESIGN STANDARDS

A. **Purpose.** The standards within this Article shall apply to all Commercial Battery Energy Storage Systems developed under the authority of this Ordinance.

B. **Setback from Structures, Places and Property Lines.**

1. All setback distance measurements shall be taken in reference to the point at which the battery equipment will be closest to the applicable structure, utility line, or boundary line, along a flat horizontal plane between the two points, to adjust for any significant changes in topography and land surface elevation.
 - a) The requirements in this Section shall apply to all applicable structures, places and properties in the vicinity of the C-BESS, regardless of whether they are located within an incorporated municipality or an adjoining county.
 - b) The requirements in this Section shall apply only to a C-BESS at the time of construction, and shall not apply to any new buildings or infrastructure that are voluntarily placed in closer proximity after it has assumed operations.
 - c) The requirements in this Section may be waived if written permission for a shorter distance has been obtained from one or more individual property owners, and the waiver shall apply only to those specific propert(ies).
2. For a C-BESS that does not contain lithium-ion, sodium-ion, or sodium-sulfur battery equipment, the minimum setback distance from it to any of the following structures, places and properties shall be as shown in the table below:

Structure / Place / Property	Minimum Setback	
	On Participating Properties	On Non-Participating Properties
Occupied dwellings and civic buildings	250 feet	500 feet
All other structures (including detached garages, sheds and livestock confinement buildings.	150 feet	250 feet
Above-ground electric lines	75 feet	
The right-of-way line for any roadway (public or private), railroad, or levee system	75 feet	
The boundary line of any non-participating property	75 feet	
Cemeteries	150 feet	
The boundary of a public conservation area (county, state or federal)	500 feet	

(cont'd on next page)

3. For a C-BESS that contains lithium-ion, sodium-ion, or sodium-sulfur battery equipment, the minimum setback distance from it to any of the following structures, places and properties shall be as shown in the table below:

Structure / Place / Property	Minimum Setback	
	On Participating Properties	On Non-Participating Properties
Occupied dwellings and civic buildings	500 feet	1,000 feet
All other structures (including detached garages, sheds and livestock confinement buildings)	250 feet	500 feet
Above-ground electric lines	150 feet	
The right-of-way line for any roadway (public or private), railroad, or levee system	150 feet	
The boundary line of any non-participating property	250 feet	
Cemeteries	500 feet	
The boundary of a public conservation area (county, state or federal)	1,000 feet	

4. No portion of any C-BESS shall be constructed within any public right-of-way, utility or pipeline easement, or access easement, unless written permission has been obtained by the intended beneficiary(ies) of that right-of-way or easement and provided to the Board of Supervisors prior to the final public hearing.
5. For any roadway that is to be newly constructed or widened as part of a project listed in the State or County Five-Year Program, the minimum setback from a roadway right-of-way in Section B(2) of this Article shall apply to the planned location of the right-of-way line at the conclusion of the applicable project.
6. In any instance where NFPA 855 (Standard for the Installation of Stationary Energy Storage Systems) requires a different minimum setback than Sections B(2) and (3) of this Article, the C-BESS shall comply with whichever minimum setback is greater.

C. **Design Materials.** All components of a C-BESS shall be built using industry standard materials and design specifications, without the use of any novel or experimental elements that have not been previously tested and routinely utilized in C-BESS projects elsewhere.

D. **Lighting and Reflection.** Any lighting that is installed on the premises of a BESS shall be shielded and downcast to the extent that the light does not project directly onto any adjoining properties. Exceptions shall be made only when such lighting is necessary to comply with requirements of the Federal Aviation Administration, or any other state or federal agency (such as those pertaining to the lighting of a substation).

E. **Noise Volume.** The volume of noise generated by any component of a C-BESS shall not

exceed fifty five (55) A-weighted decibels (dBA) when measured from an occupied dwelling or civic building on a non-participating property. This amount may be exceeded during short-term events such as utility outages and/or severe storms.

F. **Access and Security Fencing.** All components of a BESS shall be sufficiently secured to prevent any safety hazards to the general public.

1. A C-BESS shall be fully surrounded with fencing that meets the minimum height and design standards of the National Electrical Code (NEC), and an entrance that is locked at all times outside the occurrence of maintenance activities.
2. Whenever located within two-hundred (200) feet of the right-of-way for a public roadway, all security fencing for a C-BESS shall have a minimum porosity of seventy-five (75) percent, in order to permit the free movement of blowing snow, and thereby prevent the formation of snow drifts on the nearby roadways.
 - a) The Board of Supervisors may waive the seventy-five (75) percent porosity requirement, if the Developer submits an engineering study which confirms that a fence of the specified porosity will not result in an increase in snow drifts on the adjoining roadway.

G. **Signs.**

1. All locked entry points for a C-BESS shall have signage which contains the following information:
 - a) Warnings for high voltage and other applicable hazards, in compliance with ANSI Z535.
 - b) The type of battery technology and chemistry associated with the C-BESS.
 - c) The facility's address and GPS coordinates.
 - d) Twenty-four (24) hour emergency contact information for the Operator of the C-BESS.
 - e) Disconnect and emergency shut-off information for all battery equipment and substations comprising the C-BESS.
2. Warning signs for high voltage shall be placed at the base of all pad-mounted transformers and substations.
3. No structure associated with a C-BESS shall be used to advertise or promote any product or service.

H. **Fire Prevention Standards.**

1. The Developer shall ensure that the C-BESS complies with all relevant standards of the National Fire Protection Association, including NFPA 1 (Fire Code), NFPA 70 (National Electrical Code), and NFPA 855 (Standard for the Installation of Stationary Energy Storage Systems).
2. All areas of land within thirty (30) feet of the C-BESS shall be kept clear of combustible vegetation or other combustible materials or growth.

ARTICLE VI: SITING PERMIT – PRELIMINARY REVIEW

- A. **Purpose.** Given the size and potential impact of a C-WES, C-SES and/or C-BESS project, it is necessary for the County to conduct a Preliminary Review of the proposed project before final design plans are completed. In this phase of project development, the Developer will submit an application for Siting Permit, containing basic information about the project in terms of location, size, design elements, and proximity to surrounding developments. The precise details of such items will be finalized after the Board of Supervisors grants Consent to Proceed with final design plans.
- B. **Siting Permit Application.** The Developer shall submit an application for a Siting Permit to the Administrator, using forms supplied by the County, which shall include the following information:
1. The location of the proposed C-WES, C-SES, and/or C-BESS, and the size of its total physical extent.
 2. The total number of participating properties associated with the proposed C-WES, C-SES and/or C-BESS.
 3. The total number of structures comprising the proposed C-WES, C-SES and/or C-BESS, including all wind turbine(s), solar array(s), battery devices and other structures that will comprise the C-WES, C-SES and/or C-BESS.
 4. The proposed height and size dimensions of the wind turbine(s), solar arrays, and other structures that will comprise the proposed C-WES, C-SES and/or C-BESS.
 5. The primary use of the energy to be generated on-site, whether this will be for distribution to the electrical power grid for use by the general public, or for use by one (1) or more large commercial or industrial operations nearby.
 6. The anticipated amount of energy to be generated and/or stored on-site.
 7. The length of the anticipated timeframe for implementation of the project, including the permitting process, as well as the construction and placement of all structures and equipment that comprise the C-WES, C-SES, and/or C-BESS.
 8. Contact information for all representatives of the Developer that will be involved in the permitting and review process.
- C. **Required Documentation.** An application for a Siting Permit shall be accompanied by all of the following documentation, to be prepared and/or obtained entirely at the Developer's expense, and no formal action shall be taken by the County until all such documents have been submitted to the Administrator:
1. A draft Site Plan for the proposed C-WES, C-SES, and/or C-BESS, comprised of a map and any associated diagrams or illustrations, which contains all of the following information:
 - a) The planned location of all structures that will comprise the proposed C-WES, C-SES and/or C-BESS, including wind turbines, solar arrays, battery devices and any accessory structures and equipment, including utility lines, whether above or below-ground.

- b) Lines marking a radius around each proposed wind turbine tower, cluster of solar arrays, and/or battery device, with each equivalent to the minimum setback distance required for an occupied dwelling on a non-participating property.
 - c) The location of all existing buildings, structures, and above-ground utility lines and pipelines within the minimum required minimum setback distance for each proposed wind turbine tower, cluster of solar arrays, and/or battery device, plus an additional two-hundred (200) feet. This shall include labels to indicate the distance between the two in each case. Distance measurements for structures on non-participating properties may be approximated using aerial photography.
 - d) The locations of all existing utility lines, sanitary systems, drainage tile networks, and any associated easements within or adjacent to the proposed C-WES, C-SES and/or C-BESS, regardless of whether they are currently being utilized.
 - e) The locations of all driveway entrances for obtaining access to the proposed C-WES, C-SES and/or C-BESS, as well as any other private entrances to the public roadway system within one thousand (1,000) feet of each, measured along the road right-of-way line.
 - f) The location, size and type of all bridges and culverts in the public roadway right-of-way adjacent to the proposed project site.
 - g) The location of all proposed security fencing, along with the distance between each fence and the right-of-way line for any public roadway(s) within two-hundred (200) feet.
 - h) The location and extent of any Special Flood Hazard Areas from the FEMA Flood Insurance Rate Maps, along with an explanation of all elevation, grading, filling and other floodproofing measures to be undertaken in order to obtain compliance with the *Des Moines County Floodplain Management Ordinance*.
2. A report from a licensed structural engineer containing the following information:
- a) A description of the individual components of the proposed C-WES, C-SES and/or C-BESS, in terms of functional design characteristics, appearance, dimensions, etc.
 - b) Photographs and/or elevation drawings providing a visual depiction of the components of the proposed C-WES, C-SES and/or C-BESS.
 - c) Documentation to establish that the components of the proposed C-WES, C-SES and/or C-BESS will have sufficient structural integrity for the proposed use and location, and comply with all applicable industry standards in terms of safety and performance.
 - d) Calculations for the amount of energy to be generated and/or stored by the proposed C-WES, C-SES and/or C-BESS, in terms of both total capacity and average amount. This shall include both the total aggregate energy generated by the System, and the amount generated and/or stored by

each individual turbine, cluster of solar arrays, and/or battery device.

3. Documentation confirming that the developer has obtained legal permission from all participating property owners for the development of a C-WES, C-SES and/or C-BESS on any portion of their land, including any previously recorded leases, easements or similar agreements.
4. A summary of the terms and conditions that all participating property owners have agreed to as part of their individual contracts with the developer. This shall outline the responsibilities of each party throughout the operational lifespan of the proposed C-WES, C-SES and/or C-BESS, including project development, operations and maintenance, emergency response and decommissioning.
5. Any signed waivers for the minimum setback requirements in Article III through V of this Ordinance.
6. Documentation confirming that the Developer has initiated the process of obtaining an interconnection agreement to distribute energy from the C-WES, C-SES and/or C-BESS into the power grid at-large.
7. A list of any other necessary permits from other permitting agencies at the Federal, State or Local level that will apply to the proposed project, along with documentation outlining the application status and anticipated timeframe for obtaining any such permits.
8. A description of the process by which the Developer, or a contractor acting on their behalf, will recruit employees for the construction of the proposed C-WES, C-SES and/or BESS. This should specify whether or not this will include local recruitment efforts in Des Moines County and the surrounding region.
9. For each of the following documents, the Developer shall provide either a draft copy of the document (if available), or details on the status of developing the document, and an anticipated timeframe for its completion:
 - a) Noise Analysis and Report (see Article VII, Section C(3)).
 - b) Road Use Agreement (see Article X).
 - c) Operations and Maintenance Plan (see Article VII, Section D(7)).
 - d) Wildlife Monitoring and Mitigation Plan (see Article XI).
 - e) Emergency Response Plan (see Article XII).
 - f) Decommissioning Plan (see Article XIII).
 - g) Line of Sight Analysis and Report (for Commercial Wind Energy Systems only – see Article, VII, Section D)
 - h) Stormwater Management Plan (for Commercial Solar Energy Systems only – see Article VII, Section E).
 - i) Soil Maintenance Plan, and results of the baseline soil sample addressed in Article IV, Section E(5) of this Ordinance (for Commercial Solar Energy Systems only – see Article VII, Section E).

D. **Fee Structure.** All applications for **Preliminary Review of a Siting Permit** shall be accompanied by the payment of an administrative fee to compensate County staff and officials for the application review process.

1. The fee structure for a **Preliminary Review of a Siting Permit** shall be set through resolution by the Board of Supervisors, and the fee rate shall be structured so that it varies depending on the overall physical size and/or energy capacity of the specific C-WES, C-SES and/or C-BESS, as proposed.
2. Once established, the Board may modify said fee structure by resolution, as necessary.

E. **Application Review.**

1. The Administrator shall review the submitted application materials, and confirm whether the proposed development complies with all applicable requirements of this Ordinance.
 - a) The Board of Supervisors may choose to utilize the services of a third-party consultant to review any of the technical documents and studies submitted along with an application for a Siting Permit. The Developer shall be responsible for all fees associated with such consultant activities.
2. If any aspect of the proposed development is determined to not comply with the aforementioned requirements and conditions, the Administrator shall notify the Developer of any such issues, and provide an explanation of what changes are necessary in order to ensure compliance.
3. The Developer shall coordinate with the Administrator in order to address any identified issues and make any necessary changes to the project plans or documentation.
4. The Administrator shall submit a final report to the Board of Supervisors, providing a summary of the proposed development, and confirmation that it complies with all applicable requirements and conditions.

F. **Public Hearing and Consent to Proceed.** Within ninety (90) days of the submission of a complete **Siting Permit** application with all required documentation, the Board of Supervisors shall hold a public hearing regarding the proposed C-WES, C-SES and/or C-BESS. The Board may grant an extension for an additional ninety (90) days, if necessary to allow the developer to make any changes to ensure compliance.

1. Notification for the hearing shall be provided to the owners and occupants of all properties within one (1) mile of each wind turbine, solar array and/or C-BESS, and shall be published in a newspaper of general circulation within the community no fewer than four (4) or greater than twenty (20) days prior to the hearing.
2. Following the conclusion of the first public hearing, the Board may require an additional hearing if it is felt that further information is necessary to make a decision on the Siting Permit, or to adequately inform the general public and individual property owners of the impact of the project.

3. Following the conclusion of the final public hearing, the Board shall vote on whether to grant the developer **Consent to Proceed with Final Review of the Siting Permit**.
 - a) The Board may impose additional conditions **on the proposed development, which the developer must comply with in order for the Siting Permit to be approved**. Such conditions shall be limited to anything deemed necessary to protect the public health, safety and community welfare. Such conditions shall be agreed to in writing by the developer, prior to the Board's **Consent to Proceed**.
 - b) If the Board **decides not to grant Consent to Proceed**, they shall clearly state the reason(s) for doing so, and provide the Developer with a copy of a written statement attesting to the same.
 4. Notification of the Board's decision shall be mailed to the owners and occupants of all properties within one (1) mile of each wind turbine, solar array, and/or BESS, as well as any other members of the general public that attended as a result of the newspaper publication for the hearing, excluding any such individuals that were present at the meeting in which the decision was made.
- G. **Validity of Active Permit Applications.** If the developer does not submit final design plans within two (2) years of the Board's **Consent to Proceed**, the Siting Permit application shall be deemed null and void.
1. If requested by the Developer, an extension may be granted by the Board of Supervisors, provided that sufficient evidence is presented to demonstrate the ongoing viability of the project.
 - a) In any such instance, the Developer shall submit a written request for extension to the Administrator, which explains the reason(s) for the extension, and specifies the anticipated timeline for submitting a final design plans.
 - b) In order for the extension request to be approved, the Developer shall submit the request no less than sixty (60) days prior to the two (2)-year anniversary of the date on which the Board granted **Consent to Proceed**.
 - c) If it is determined that the information supplied by the Developer is insufficient to justify an extension, the Board shall not deny said request until the Developer has been provided with an explanation and an opportunity to submit additional information prior to the close of the two (2)-year permit period.
 2. In any instance where a **Siting Permit application** has expired, the Developer may re-apply for a new **Siting Permit**, subject to all applicable requirements outlined in this Article.

ARTICLE VII: SITING PERMIT – FINAL REVIEW

- A. **Purpose.** Once the design plans for a C-WES, C-SES, and/or C-BESS have been finalized, it is necessary for the Developer to supply sufficient detail regarding the final scope and design elements of the project, in order for the County to confirm that the C-WES, C-SES and or C-BESS will comply with all applicable requirements of this Ordinance, and any special conditions imposed following the Preliminary Review.
- B. **Siting Permit Application – Initiation of Final Review.** The Developer shall notify the Administrator of their intent to proceed with Final Review of their previously submitted Siting Permit application.
1. If any of the information from the previously submitted Siting Permit application has since been modified, the Developer shall submit a revised version of the application form to the Administrator, where each such change is identified.
 2. If any substantial changes have been made to the details of the project, in terms of the physical location or extent of the proposed C-WES, C-SES, and/or C-BESS, or to the design components thereof, the Developer shall submit a report that identifies all such changes, and explains the reasoning for doing so in each case.
- C. **Required Documentation.** In order for the County to proceed with Final Review of the Siting Permit, the Developer shall submit all of the following documentation, to be prepared and/or obtained entirely at the Developer's expense:
1. A Site Plan for the proposed C-WES, C-SES, and/or C-BESS, comprised of a map and any associated diagrams or illustrations, which contains all of the following information:
 - a) The location of all structures that will comprise the proposed C-WES, C-SES and/or C-BESS, including wind turbines, solar arrays, battery devices, and any accessory structures and equipment, including utility lines, whether above or below-ground.
 - b) Lines marking a radius around each proposed wind turbine tower, cluster of solar arrays, and/or battery device, with each equivalent to the minimum setback distance required for an occupied dwelling on a non-participating property.
 - c) The location of all existing buildings, structures, and above-ground utility lines and pipelines within the minimum required minimum setback distance for each proposed wind turbine tower, cluster of solar arrays, and/or battery device, plus an additional two-hundred (200) feet. This shall include labels to indicate the distance between the two in each case. Distance measurements for structures on non-participating properties may be approximated using aerial photography.
 - d) The locations of all existing utility lines, sanitary systems, drainage tile networks, and any associated easements within or adjacent to the proposed C-WES, C-SES and/or C-BESS, regardless of whether they are currently being utilized.

- e) The locations of all driveway entrances for obtaining access to the proposed C-WES, C-SES and/or C-BESS, as well as any other private entrances to the public roadway system within one thousand (1,000) feet of each, measured along the road right-of-way line.
 - f) The location, size and type of all bridges and culverts in the public roadway right-of-way adjacent to the proposed project site.
 - g) The location of all proposed security fencing, along with the distance between each fence and the right-of-way line for any public roadway(s) within two-hundred (200) feet.
 - h) The location and extent of any Special Flood Hazard Areas from the FEMA Flood Insurance Rate Maps, along with an explanation of all elevation, grading, filling and other floodproofing measures to be undertaken in order to obtain compliance with the *Des Moines County Floodplain Management Ordinance*.
2. A report from a licensed structural engineer containing the following information:
- a) A description of the individual components of the proposed C-WES, C-SES and/or C-BESS, in terms of functional design characteristics, appearance, dimensions, etc.
 - b) Photographs and/or elevation drawings providing a visual depiction of the components of the proposed C-WES, C-SES and/or C-BESS.
 - c) Documentation to establish that the components of the proposed C-WES, C-SES and/or C-BESS will have sufficient structural integrity for the proposed use and location, and comply with all applicable industry standards in terms of safety and performance.
 - d) Calculations for the amount of energy to be generated and/or stored by the proposed C-WES, C-SES and/or C-BESS, in terms of both total capacity and average amount. This shall include both the total aggregate energy generated by the System, and the amount generated and/or stored by each individual turbine, cluster of solar arrays, and/or battery device.
3. A sound analysis and summary report from a licensed structural engineer, utilizing the most current modeling software available, which shows the anticipated noise impact on all residential properties within one (1) mile of the C-WES, C-SES, and/or C-BESS.
- a) The report shall specify the maximum noise volume to be experienced at all occupied dwellings within the specified area, expressed in terms of A-weighted decibels (dBA).
 - b) If the report concludes that any occupied dwelling on a non-participating property is likely to experience noise volume in excess of fifty five (55) dBA, the Developer shall present a mitigation plan to reduce the impact to no greater than the aforementioned level.
4. Documentation confirming that the developer has obtained legal permission from all participating property owners for the development of a C-WES, C-SES and/or C-BESS on any portion of their land, including any previously recorded leases,

easements or similar agreements.

5. Any signed waivers for the minimum setback requirements in Article III through V of this Ordinance.
6. A copy of the final interconnection agreement(s) between the Developer and any utility provider(s) that will utilize the energy generated by the C-WES, C-SES and/or C-BESS.
7. Copies of any and all applicable permits issued by other permitting agencies at the Federal, State or Local level, which confirms compliance with any applicable requirements from those agencies.
 - a) If applicable, this shall include documentation of an approved National Pollutant Discharge Elimination System (NPDES) permit from the Iowa Department of Natural Resources, along with the associated Erosion and Sediment Control Plan, which outlines the specific control practices to be utilized during construction of the C-WES, C-SES and/or C-BESS.
 - b) This shall include any applicable permits from Des Moines County or the Federal Aviation Administration (FAA), if any portion of the C-WES will be located within or below the Part 77 Surfaces for the Southeast Iowa Regional Airport.
 - c) This shall include any other applicable permits from Des Moines County, including Floodplain Development Permits, and any permits from the Secondary Roads Department, for working within the County right-of-way.
8. An Operations and Maintenance Plan, which shall contain the following:
 - a) A description of how the C-WES, C-SES and/or C-BESS will be regularly operated and maintained, including references to any subcontractors or associated firms that will be directly involved.
 - b) The expected frequency and duration of on-site visits and inspections by operations and maintenance personnel.
 - c) The procedures for keeping the individual components of a C-WES, C-SES and/or C-BESS locked and secured outside of regular operations and maintenance visits.
 - d) A copy of the safety manual for operations and maintenance personnel, with full details regarding the procedures to be followed in the event of a fire, explosion, or severe weather event on the premises of the C-WES, C-SES, and/or C-BESS.
 - e) Details regarding any necessary restrictions or coordination efforts between the Operator and surrounding landowners, concerning aerial crop spraying activities in the vicinity of the C-WES, C-SES and/or C-BESS.
9. A copy of the final Road Use Agreement with Des Moines County Secondary Roads, as outlined in Article X, along with a financial security which guarantees payment for all costs associated with the repair of roads and other infrastructure following the construction of the C-WES, C-SES and/or C-BESS.

10. A Wildlife Monitoring and Mitigation Plan, as outlined in Article XI of this Ordinance, which shall be reviewed and approved by the Des Moines County Conservation Board prior to its submittal to the Board.
11. An Emergency Response Plan, as outlined in Article XII of this Ordinance, which shall be reviewed and adopted by Des Moines County Emergency Management and the applicable Fire Department(s) serving the project area prior to its submittal to the Board.
12. A Decommissioning Plan, as outlined in Article XIII of this Ordinance, along with a financial security which guarantees payment for all costs associated with the decommissioning of the C-WES, C-SES and/or C-BESS.
13. Information regarding any insurance policies that will apply to the C-WES, C-SES and/or C-BESS, along with confirmation that the provider has been supplied with a copy of the required Emergency Response Plan, along with the Decommissioning Plan and associated cost estimate (as outlined in Articles XII and XIII).

D. **Additional Documentation for Wind Energy Systems.** In addition to all of the documents referenced in Section C of this division, the Siting Permit application for a Commercial Wind Energy System shall be accompanied by the following:

1. A line of sight analysis and summary report from a licensed structural engineer, utilizing the most current modeling software available, which shows the anticipated visual impact on all residential properties **within one (1) mile of each individual turbine within the C-WES.**
 - a) The report shall specify the amount of shadow flicker to be experienced at all occupied dwellings within the specified area, expressed in terms of both total hours per year and total minutes per year.
 - b) If the report concludes that any occupied dwelling on a non-participating property is likely to experience shadow flicker in excess of 30 hours per year, the Developer shall present a mitigation strategy to reduce the impact to no greater than the aforementioned levels. This may include turning off the turbines at times of day when shadow flicker is most likely, based on the results of the analysis. Such recurring practices shall be incorporated into the required Operations and Maintenance Plan for the C-WES (see Section C(8) of this Article).

E. **Additional Documentation for Solar Energy Systems.** In addition to all of the documents referenced in Section C of this division, **the Siting Permit application** for a Commercial Solar Energy System shall be accompanied by all of the following:

1. A Stormwater Management Plan, prepared by a licensed engineer, which details the measures to be taken during and after construction of the C-SES, to minimize any increase in the volume of stormwater runoff that is a direct result of its construction and ongoing operations.
2. A Soil Maintenance Plan, which describes the vegetation planting and other soil maintenance practices to be used on the premises of a C-SES during and after

construction, in order to demonstrate compliance with the requirements of Article IV, Section E of this Ordinance.

- a) This plan shall include references to any and all outreach conducted with qualified natural resource professionals such as the Iowa DNR and NRCS, either for this particular C-SES or a previous, similar project in Des Moines County or another community with similar climate and soil conditions.
 - b) This plan shall include references to the methods used to control weeds, pests, and other potential hazards to adjoining agricultural properties.
 - c) This plan shall include a description of any chemicals or solvents that will be used for the routine cleaning of solar panels, and details on the method and location of storage if any of these will be regularly stored on site.
 - d) Photographs and illustrations of the proposed practices, including examples from previous projects in similar communities, are strongly encouraged.
3. A report outlining the results of the baseline soil sample addressed in Article IV, Section E(5) of this Ordinance.

F. **Fee Structure.** All applications for **Final Review** of a Siting Permit shall be accompanied by the payment of an administrative fee to compensate County staff and officials for the application review process.

1. The fee structure for **Final Review** of a Siting Permit shall be set through resolution by the Board of Supervisors, and the fee rate shall be structured so that it varies depending on the overall physical size and/or energy capacity of the specific C-WES, C-SES and/or C-BESS, as proposed.
2. Once established, the Board may modify said fee structure by resolution, as necessary.

G. **Application Review.**

1. The Administrator shall review the submitted application materials, and confirm whether the proposed development complies with all applicable requirements of this Ordinance, and any conditions that were agreed to by the Board and the Developer prior to the Board's **granting of Consent to Proceed.**
 - a) The Board of Supervisors may choose to utilize the services of a third-party consultant to assist in reviewing any of the technical documents and studies submitted along with an application for a Siting Permit, such as the Operations and Maintenance Plan and Decommissioning Plan. The Developer shall be responsible for all fees associated with such consultant activities.
2. If any aspect of the proposed development is determined to not comply with the aforementioned requirements and conditions, the Administrator shall notify the Developer of any such issues, and provide an explanation of what changes are necessary in order to ensure compliance.
3. The Developer shall coordinate with the Administrator in order to address any

identified issues and make any necessary changes to the project plans or documentation.

4. Once the Administrator has confirmed that the proposed development complies with all applicable requirements and conditions, they shall submit a final report to the Board of Supervisors, providing a summary of the proposed development, and confirmation that it complies with all applicable requirements and conditions.

H. **Public Hearing and Vote.** Within ninety (90) days of the submission of a complete Siting Permit application with all required documentation, the Board of Supervisors shall hold a public hearing regarding the proposed C-WES, C-SES and/or C-BESS. The Board may grant an extension for an additional ninety (90) days, if necessary to allow the developer to make any changes to ensure compliance.

1. Notification for the hearing shall be provided to the owners and occupants of all properties within one (1) mile of each wind turbine, solar array and/or C-BESS, and shall be published in a newspaper of general circulation within the community no fewer than four (4) or greater than twenty (20) days prior to the hearing.
2. Following the conclusion of the Public Hearing, the Board shall vote on whether to approve or deny the Siting Permit.
 - a) The Board may request additional information be submitted by the Developer prior to voting on the Siting Permit, if it is deemed necessary to confirm compliance with all applicable requirements of this Ordinance, or any conditions **agreed to prior to granting Consent to Proceed.**
 - b) The Board may attach additional conditions to the approval of a Siting Permit, which shall be limited to anything deemed necessary to protect the public health, safety and community welfare. Such conditions shall be agreed to in writing by the developer, prior to the Board's approval of the Siting Permit.
3. Notification of the Board's decision shall be mailed to the owners and occupants of all properties within one (1) mile of each wind turbine, solar array and/or BESS, as well as any other members of the general public that attended as a result of the newspaper publication for the hearing, excluding any such individuals that were present at the meeting in which the decision was made.

I. **Validity of Approved Permits.** An approved Siting Permit shall be valid for two (2) years following approval by the Board of Supervisors.

1. If requested by the Developer, an extension may be granted by the Board of Supervisors, provided that sufficient evidence is presented to demonstrate the ongoing viability of the project.
 - a) In any such instance, the Developer shall submit a written request for extension to the Administrator, which explains the reason(s) for the extension, and specifies the anticipated timeline for the completion of construction.
 - b) In order for the extension request to be approved, the Developer shall

submit the request no less than sixty (60) days prior to the two (2)-year anniversary of the Siting Permit approval.

- c) If it is determined that the information supplied by the Developer is insufficient to justify an extension, the Board shall not deny said request until the Developer has been provided with an explanation and an opportunity to submit additional information prior to the close of the two (2)-year permit period.

- 2. Once approved by the Board of Supervisors, no Siting Permit shall be revoked for any other reason than failure to comply with the minimum requirements of this Ordinance, or any conditions that were agreed to by the Board and the Developer prior to the Board's approval of the Siting Permit.

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ARTICLE VIII: METEOROLOGICAL EVALUATION TOWERS – SITING PERMIT

- A. **Permitting Requirements.** When proposed for temporary use in relation to a proposed Commercial Wind Energy System, meteorological evaluation towers shall require an approved Siting Permit prior to being placed or installed at a given location for assessing wind conditions. In total, the Developer shall provide all of the following to the Administrator:
1. An application for a Siting Permit, using forms supplied by the County, which shall include the following information:
 - a) The location of the proposed meteorological evaluation tower(s).
 - b) The number of individual properties contained within or directly impacted by the tower(s).
 - c) The size and height dimensions of the tower(s).
 - d) The length of the anticipated timeframe during which the tower(s) will be in place.
 - e) Contact information for all representatives of the Developer that will be involved in the permitting and review process.
 2. A Site Plan, comprised of a map and any associated diagrams or illustrations, which contains all of the following information:
 - a) The location of all proposed tower(s) structures and associated anchors for guy-wires.
 - b) A line marking a radius of one thousand (1,000) feet surrounding the base of each tower.
 - c) The location of any existing buildings or structures within one thousand (1,000) feet of each proposed tower(s), measured from the base, and measurements to indicate the distance between it and each of these buildings and structures. The distance from structures on non-participating properties may be approximated using aerial photography.
 - d) The locations of all driveway entrance points for obtaining access to individual tower(s), as well as any other private entrances to the public roadway system within one thousand (1,000) feet of them.
 3. Formal documentation of agreements signed between the Developer and all properties upon which the proposed tower(s) will be located.
 4. Documentation of an approved entrance permit from the Des Moines County Secondary Roads Department, for any new or modified entrances from a County roadway necessary to access a tower.
 5. Documentation of any and all applicable permits issued by other permitting agencies at the Federal, State or Local level, including any necessary permits from the Federal Aviation Administration, if located near an airport or other regulated landing facility.

6. Payment of an administrative fee for review of the Siting Permit, which shall be set through resolution by the Board of Supervisors, with the fee rate based on the total number of towers proposed.
- B. **Review and Approval.** Upon receipt of a complete application and all required attachments, the Administrator shall review the materials in relation to Section C of this Article, and following the completion of this review, shall act to either approve or deny the Siting Permit request.
1. The Administrator may attach additional conditions to the approval of a Siting Permit, which shall be limited to anything deemed necessary to protect the public health, safety and community welfare.
 2. The approval of a Siting Permit for a meteorological evaluation tower shall not be construed as the approval of any C-WES eventually proposed for construction on the same site or nearby properties. Prior to submitting a Siting Permit application for a tower, Developers are strongly advised to assess the relative viability of a system at that location, in relation to the requirements listed in Article VII of this Ordinance.
- C. **Minimum Siting Standards.**
1. For any meteorological evaluation tower, the minimum setback between it and any structure or utility line shall be equal to the height of the tower plus ten (10) percent of that height, with this distance measured from the point at which the applicable structure or utility line would be the closest to the base of the tower, on a horizontal plane extending between the two.
 2. If any portion of a meteorological evaluation tower is located within the jurisdiction of the *Des Moines County Airport Approach Zone Regulations (Ordinance No. 58)*, then it shall comply with the applicable height restrictions of that ordinance.
 3. For each tower, visible and reflective objects such as plastic sleeves, reflectors or tape shall be placed on the anchor points for guy-wires, and along the outer and innermost guy-wire up to a height of eight (8) feet above the ground. Visible fencing shall be installed around the anchor points of guy-wires.
- D. **Removal.**
1. All meteorological evaluation towers shall be removed within one (1) year of the commencement of operations for an associated C-WES.
 2. Any towers determined by the Administrator to be abandoned shall be removed at the expense of the Developer, and failure to comply shall constitute a violation of this Ordinance, subject to the penalties outlined in Article I, Section G.
 3. The preceding regulations in Section D of this Article shall apply to any meteorological conversion tower that was permitted and installed under the authority of any previously adopted County ordinance.

ARTICLE IX: COMMUNICATIONS AND ENFORCEMENT

A. **Purpose.** Once a Siting Permit has been approved for a Commercial Wind or Solar Energy System, and/or a Commercial Battery Energy Storage System, it is essential to ensure that adequate lines of communication are established and maintained between County staff and officials, representatives of the Developer, Owner and/or Operator, and members of the general public. It is also necessary to identify the role of the County in enforcing the provisions of this ordinance throughout the duration of the project.

B. **Public Points of Contact.**

1. The Developer, Owner and/or Operator shall provide the County with contact information for any member of the general public to ask questions or report issues and conflicts concerning the C-WES, C-SES, and/or C-BESS, from the start of construction through the end of decommissioning.
 - a) If multiple points of contact will be used for different purposes, or for separate phases of the project (i.e. construction, operational lifespan and decommissioning), then the purpose of each contact shall be identified, and shall be furnished to the County prior to the commencement of the applicable phase.
 - b) The designated points of contact shall be readily available to respond to public comments, complaints and inquiries on a regular basis, by telephone, regular mail and electronic mail.
2. The Administrator shall serve as the County's official point of contact regarding the operations of a C-WES, C-SES, and C-BESS, in the event that the Developer, Owner and/or Operator is found to be nonresponsive, or any member of the general public reports a complaint to the County.
 - a) The Administrator shall keep a detailed record of any such submitted comments, and shall evaluate each to determine whether a violation of this Ordinance has occurred (in accordance with Article I, Section G).
 - b) If it is determined that a violation has occurred, the Administrator shall promptly notify the Owner and/or Operator of the specific details of the violation, and provide them with an opportunity to respond and present a specific plan and timeline for resolving the violation.
 - c) If the Developer, Owner and/or Operator fails to respond or present plans for resolving the observed violation, then the County may impose penalties for the violation, in accordance with Article I, Section G of this Ordinance.
 - d) Any person aggrieved or otherwise affected by the order, requirement, decision or determination made by the Administrator may file an appeal to the Board of Supervisors, and any such appeal shall specify the reasons they feel that the order, requirement, decision or determination was made in error or was otherwise unjustified.

C. **Changes During Operational Lifespan.**

1. The County shall be notified within ninety (90) days if any of the following occurs

at any point during the operational lifespan of the C-WES, C-SES and/or C-BESS:

- a) The ownership of the C-WES, C-SES and/or C-BESS is transferred or otherwise altered in any way, including the primary contact information.
- b) The Operator of the C-WES, C-SES and/or C-BESS has changed in any way, including the primary contact information.
- c) The operations and maintenance procedures for the C-WES, C-SES and/or C-BESS have been altered in any substantial way.

2. The County shall be notified within forty-eight (48) hours if the emergency contract information for a C-WES, C-SES, and/or C-BESS has been modified in any way.

D. Inspections and Required Access.

1. The Administrator shall be allowed access to a permitted C-WES, C-SES or C-BESS at any time, in order to conduct an inspection and confirm compliance with all applicable provisions of this Ordinance. This shall apply during the construction phase, as well as at any point during the operational lifespan of the System, or during decommissioning.
 - a) The Administrator may utilize the assistance of a third-party consultant during such inspections, and any such consultant shall also be allowed access to the System.
2. Personnel from Des Moines County Emergency Management and local Fire Departments shall also be allowed access to a permitted C-WES, C-SES or C-BESS at any time, in order to conduct training exercises and/or respond to an emergency in-progress.

ARTICLE X: ROAD USE AND MITIGATION OF DAMAGES

- A. **Purpose.** The transport of heavy, oversized equipment during the construction of a Wind, Solar or Battery Energy System is likely to cause substantial traffic disruptions along public roadways in the project area. It is also likely to generate excessive dust and cause serious damage to or deterioration of County roadways and other associated infrastructure. Therefore, it is necessary to ensure that local residents and officials are fully prepared for the anticipated traffic disruptions and that adequate mitigation efforts are undertaken for the damages incurred, without the placement of any financial burden on the County and its taxpayers.
- B. **Road Use Agreement.** The Developer of a Commercial Wind or Solar Energy System, and/or a Commercial Battery Energy Storage System, shall enter into a Road Use Agreement with the Des Moines County Secondary Roads Department, and submit documentation of such agreement to the Administrator, prior to the approval of a Siting Permit.
1. The Road Use Agreement shall clearly outline the roles and responsibilities regarding the use of County roadways during the construction of the C-WES, C-SES and/or C-BESS, as well as the repair of any such roadways that are damaged as a result of the construction activity.
 2. In developing the Agreement, the Developer shall supply the County Engineer with the following information:
 - a) The anticipated start and end dates of construction activity for the C-WES, C-SES and/or C-BESS
 - b) A map of all proposed routes to be used for the transport of C-WES, C-SES, and/or C-BESS equipment, materials and personnel during the construction process.
 - c) A description of any necessary traffic control activities and/or formal detours for local motorists during the construction period.
 - d) A summary and description of the types and quantities of construction materials to be transported during the construction of the C-WES, C-SES and/or C-BESS.
 - e) A summary and description of the anticipated overweight/oversize loads to be transported to the construction site, based on the quantity, weight, and size dimensions of the loads.
 - f) A map and/or description of the road segments to be utilized in regular operations and maintenance activities for the C-WES, C-SES and/or C-BESS.
 3. The Agreement shall be accompanied by an estimate of the total cost for the repair of roadways and other infrastructure that are likely to be damaged during the construction of the C-WES, C-SES, and/or C-BESS.
 4. The Developer shall be responsible for any administrative fees associated with developing a Road Use Agreement with Des Moines County Secondary Roads.

C. **Cost Estimate.** The following requirements shall apply to the cost estimate supplied by the Developer, as stipulated in Section B(3) of this Article.

1. At the Developer's expense, the cost estimate shall be prepared by a professional engineer licensed in the State of Iowa.
2. A baseline survey shall be conducted, in order to assess and evaluate existing roadway conditions prior to construction of the C-WES, C-SES and/or C-BESS.
 - a) The survey shall factor in the presence and condition of any other infrastructure that may be damaged as a result of the construction of the C-WES, C-SES and/or C-BESS, including above or below-ground utility lines, drainage tile networks, private driveway entrances, and the components of a levee and drainage system.
 - b) The survey shall include video with metadata to aid in geolocation and compatibility with the Des Moines County GIS system.
3. The cost estimate shall encompass the total cost of any and all dust mitigation measures and repairs necessary to return the roadway and all other impacted infrastructure to the condition observed in the baseline survey.
4. The cost estimate shall also include the cost of providing liability insurance coverage to the County, in the event that the Developer's liability insurance coverage lapses for any reason.
5. The County shall obtain an independent third-party review of the supplied cost estimate, and the Developer shall reimburse the County for the cost of conducting this review.
 - a) If the third-party review does not support the estimate supplied by the Developer, the Developer shall supply the County with an explanation of the discrepancy, obtained either through further consultation with their engineer, the third-party reviewer, and/or other licensed professional(s).
 - b) Approval of the Siting Permit shall be contingent on the submittal of a revised cost estimate that is supported by the third-party reviewer.

D. **Financial Security.** Any and all costs associated with the repair of roadways and other infrastructure damaged as a result of the construction of the C-WES, C-SES and/or C-BESS shall be paid for entirely by the Developer, without assistance from the County.

1. Prior to the approval of a Siting Permit for a C-WES, C-SES and/or C-BESS, the Developer shall provide the Board of Supervisors with a surety bond for financial security, to be prepared and furnished at the Developer's own expense.
2. The bond shall cover no less than one-hundred fifty (150) percent of the cost estimate outlined in Section C of this Article.
3. The bond shall only be released when the County Engineer determines, following inspection, that the roadways and associated infrastructure have been repaired to their pre-construction condition.

E. **Construction – Notification of Local Officials.** At least thirty (30) days prior to the

commencement of construction for a C-WES, C-SES and/or C-BESS, a set of detailed plans for roadway usage, traffic control, and the timing and duration of operations shall be provided to the Administrator, as well as Des Moines County Secondary Roads, Des Moines County Emergency Management, Des Moines County Sheriff's Department, and Fire Department(s) serving the project area.

1. The Administrator and the other aforementioned entities shall be notified in the event that any substantial delays in the completion of construction will be necessary, and the details shall be provided regarding the revised timeframe and duration of the project.

F. **Construction – Notification of Property Owners.** At least thirty (30) days prior to the commencement of construction for a C-WES, C-SES and/or C-BESS, the Developer shall, at their own expense, provide mailed notification to the owners and occupants of all property within one and one-quarter (1.25) miles of any public roadway segment to be utilized for the transport of wind turbine towers and blades.

1. This notification shall identify the roadway segments to be utilized, any necessary detours or other traffic control plans, and the anticipated timing and duration of the activities, with specific dates identified whenever possible.
2. In order for the County to confirm compliance with this requirement, a copy of the notification letter shall be provided to the Administrator, along with a list and/or map of the property owners that were contacted.

G. **Construction Monitoring and Emergency Repairs.** The Administrator and County Engineer shall monitor the construction process and notify the Developer if any major damages to County roadways or utility infrastructure have occurred as a result of these activities, rendering those roads or utilities unusable without immediate repair.

1. If deemed necessary to ensure the safe and efficient movement of traffic on the County Roadway system, the Administrator may require the Developer to cease all transportation associated with the project until the area of major damage has been rectified.
 - a) The use of detours as a result of such unforeseen damages shall not be implemented until the Administrator and Engineer have been notified of any additional roadways to be used in transporting the equipment.
 - b) The costs for completing such emergency repairs shall be borne entirely by the Developer, the same as any other repair activities after construction is complete, as outlined in Section D of this Article.

H. **Road Use Agreement – Decommissioning.** The Owner or Operator shall work with the County Engineer to prepare and adopt an additional Road Use Agreement prior to the commencement of decommissioning for a C-WES, C-SES, and/or C-BESS, and said Agreement shall follow the same process outlined in Sections B through G of this Article.

1. The Owner or Operator shall contact the Engineer no less than three hundred sixty-five (365) days prior to planned decommissioning, in order to begin development of this agreement.

ARTICLE XI: WILDLIFE MONITORING AND MITIGATION

- A. **Purpose.** Wind, Solar and Battery Energy Systems are likely to create safety hazards to certain kinds of wildlife, especially birds and bats. While these hazards are not entirely avoidable, they can be successfully reduced and mitigated through careful planning during the design phase, as well as monitoring and modifications during the operational lifespan of the System.
- B. **Wildlife Monitoring and Mitigation Plan – Submission Requirements.** Prior to the approval of a Siting Permit for a Commercial Wind or Solar Energy System, and/or a Commercial Battery Energy Storage System, the Developer shall submit a Wildlife Monitoring and Mitigation Plan, which demonstrates that the project will not have a substantial negative impact on wildlife, including migratory birds, bats, and other endangered species. The Plan shall include all of the following:
1. Field studies that document existing wildlife conditions within the proposed C-WES, C-SES and/or C-BESS project area, and a two (2)-mile buffer area surrounding it, to be used as a baseline for comparison with post-construction conditions.
 2. Formal documentation of consultation and/or correspondence with the Iowa Department of Natural Resources, U.S. Fish and Wildlife Service and/or Des Moines County Conservation Board, regarding the presence of any endangered species within the proposed project area.
 3. Demonstrable evidence that none of the components of the C-WES, C-SES and/or C-BESS will have a direct or indirect negative impact on any wildlife species that are protected under Chapter 481B of the *Iowa Code*, the Federal Endangered Species Act, or the Bald and Golden Eagle Protection Act.
 4. A list of stipulations associated with any required state or federal permit regarding wildlife impacts, along with an explanation of how the proposed C-WES, C-SES and/or C-BESS will comply with those requirements.
 5. A description of any active measures to be implemented during the design and construction of the C-WES, C-SES and/or C-BESS, to address such topics as:
 - a) Prevention of collisions and/or electrocution for avian and bat species, through both the physical location and design characteristics of the C-WES, C-SES and/or C-BESS infrastructure.
 - b) Avoidance of developing within or in close proximity to any especially sensitive environmental sites on private land within the proposed project area, including a documented habitat for endangered species or migratory birds.
 - c) An increase in distance beyond the minimum required setback between the components of a C-WES, C-SES and/or C-BESS and a public conservation area, if the specific ecological conditions of that conservation area justify a greater distance.
 - d) Restoration efforts to establish a replacement wildlife habitat at an off-site

- location, if any habitat losses are unavoidable within the project area.
 - e) Site design elements to minimize the fragmentation of wildlife habitat through the construction of the C-WES, C-SES and/or C-BESS.
 - f) Efforts to minimize wildlife disruptions during the construction of the C-WES, C-SES and/or C-BESS.
 - 6. A description of the operation and maintenance procedures to be conducted following the construction of the C-WES, C-SES and/or C-BESS, including the activities outlined in Section D of this Article.
- C. **Review and Approval of Plan.** The Wildlife Monitoring and Mitigation Plan shall be reviewed and formally approved by Des Moines County Conservation Board prior to the approval of a Siting Permit for the C-WES, C-SES and/or C-BESS by the Board of Supervisors.
- D. **Post-Construction Monitoring and Mitigation.** Avian and bat populations in the project area shall be monitored by a licensed third-party professional for a minimum of three (3) years following the completion of construction.
 - 1. This requirement shall apply anytime an existing C-WES, C-SES and/or C-BESS is expanded to include additional turbines, or substantially modify existing components (such as increasing the height of a turbine).
 - 2. Evidence of any negative wildlife impacts observed during such monitoring shall be promptly brought to the attention of the Board of Supervisors, along with a plan that contains specific strategies for mitigating the problem, which may include any of the following:
 - a) Design modifications to the components of the C-WES, C-SES and/or C-BESS, such as painting one or more of the blades black or another dark color.
 - b) Modifications to the placement, intensity or duration of lighting used within the C-WES, C-SES and/or C-BESS.
 - c) Regular monitoring to remove litter, carrion, weeds and other unwanted items that serve to attract birds or bats to feed on the premises of the C-WES, C-SES and/or C-BESS.
 - d) Off-site habitat creation/restoration efforts to attract wildlife away from the C-WES, C-SES and/or C-BESS.

ARTICLE XII: EMERGENCY RESPONSE

- A. **Purpose.** While Wind, Solar and Battery Storage Systems are subject to the same hazards as any other manmade infrastructure, the risks to life and property are especially significant, due to their large size and typically remote location. Therefore, it is necessary to ensure that plans have been prepared in advance, to facilitate a prompt, efficient response to any such emergency.
- B. **Emergency Response Plan – Submission Requirements.** Prior to the approval of a Siting Permit for a Commercial Wind or Solar Energy System, and/or a Commercial Battery Energy Storage System, the Developer shall submit an Emergency Response Plan, which contains response procedures to be followed in the event of any emergency related to a C-WES, C-SES or C-BESS.
1. The Emergency Response Plan shall address all of the following possible emergency incidents:
 - a) Natural disaster/severe weather, including lightning, hail, earthquakes, wildfires, and tornados and similar high wind events
 - b) Fire/explosion
 - c) Security breach
 - d) Capacity/transmission issues
 - e) Environmental/chemical issues
 - f) Medical emergency, involving construction or maintenance personnel
 2. The Plan shall include emergency contact information for the Operator, to be readily accessible at any point within a twenty-four (24) hour period.
 3. The Plan shall provide adequate information to ensure that emergency response personnel are able to readily locate and safely obtain access to the C-WES, C-SES and/or C-BESS in the event of an emergency.
 4. An Emergency Response Plan for a C-BESS shall include the following, in order to reduce the risk of fire, electric shock and other injuries:
 - a) Procedures for the safe shutdown, de-energizing and/or isolation of equipment and systems under emergency conditions, as well as their safe start-up following the cessation of such emergency conditions.
 - b) Procedures for the inspection and testing of associated alarms, interlocks and controls.
 - c) Procedures to be followed in response to notifications from the C-BESS, which when provided, could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing notification to Fire Department personnel for potentially dangerous conditions in the event of a system failure.
 - d) Procedures for conducting drills of the aforementioned procedures during training exercises for emergency response personnel.

5. The Plan shall accommodate specialized training for Fire Departments and other emergency response personnel, to be offered on an annual basis, as well as the acquisition of any specialized equipment necessary for responding to an emergency at a C-WES, C-SES and/or C-BESS. All such training and equipment shall be provided by the Owner and/or Operator at no cost to the applicable Fire Department(s).
6. The Plan shall include the provision of an annual on-site tour for local emergency response personnel, to ensure adequate awareness with all critical infrastructure within the C-WES, C-SES and/or BESS in the event of an emergency.
7. The Plan shall include a schedule of fees for services by Fire Departments and other emergency response personnel in the event of an emergency, with appropriate rates for individual services, on either an hourly or per-incident basis.
8. The Plan shall provide a detailed explanation of the procedures associated with the cleanup of debris, along with the repair, reactivation, replacement, and/or decommissioning of C-WES, C-SES and/or C-BESS equipment as a result of any damage sustained in an emergency event.

C. **Review and Approval of Plan.**

1. The Emergency Response Plan shall be reviewed and formally adopted by Des Moines County Emergency Management and all Fire Department(s) serving the C-WES, C-SES and/or C-BESS project area prior to the approval of a Siting Permit by the Board of Supervisors.
2. The Emergency Response Plan shall be reviewed and re-adopted on an annual basis by Des Moines County Emergency Management and the applicable Fire Departments, with the Owner and/or Operator responsible for making any necessary modifications prior to re-adoption.

D. **Response to Damaged Property.** In any instance where an emergency event results in damage to the component(s) of a C-WES, C-SES and/or C-BESS, the Owner and/or Operator shall be responsible for all costs associated with the repair, reactivation, replacement, and/or decommissioning of those component(s), as well as the restoration of all damaged property whenever applicable, including non-participating properties..

1. If the emergency event results in conditions that present an imminent danger to public safety and private property, then the owner and/or operator shall mitigate all such danger within thirty (30) days of the damage event, through the removal and/or disassembling of all damaged components. Examples of such conditions include, but are not limited to, the following:
 - a. Major components of a C-WES, C-SES and/or C-BESS at imminent risk of collapse, due to being rendered structurally unsound as a result of storm or fire damage.
 - b. Oil and other chemicals leaking from the equipment of a C-WES, C-SES and/or C-BESS.
 - c. Exposed electrical wires or circuits at risk of spreading fire or causing electric shock.

- d. An area of scattered debris containing glass, fiberglass, or similar materials that are unsafe to touch.
2. All components and materials that were collected and/or disassembled in order to restore public safety shall be removed from the property within three-hundred sixty-five (365) days, and any such materials that are not immediately removed shall be temporarily stored on a participating property, in a manner that is fully secure and protected from any further dispersal or exposure to the general public.
3. For any participating or non-participating property that was damaged or contaminated by the components of a C-WES, C-SES and/or C-BESS, the property Owner and/or Operator shall ensure that the property is restored to its pre-damage condition within three hundred sixty-five (365) days of the damage event.
 - a) This shall apply to all structures as well as land and soil used for farming purposes, free from any debris or chemical contamination.
4. If any debris from the C-WES, C-SES and/or C-BESS happens to fall within the County road right-of-way, the Owner and/or Operator shall reimburse the County for the full cost of removing those materials and repairing any damaged infrastructure.
5. If the emergency event caused portion(s) of the C-WES, C-SES and/or C-BESS to become inoperative, while otherwise structurally sound, the Owner and/or Operator shall either repair and reactivate them within three-hundred sixty-five (365) days of the damage event, or initiate decommissioning, subject to the requirements outlined in Article XIII of this Ordinance.
 - a) In any applicable instance where decommissioning has not commenced within three hundred sixty-five (365) days of the emergency event, the County may initiate the process using funds from the financial security set aside in Article XIII, Section E of this Ordinance.
 - b) If such funds are utilized by the County for cleanup purposes, the final cost of these activities shall be added onto the amount of the decommissioning bond any remaining portions of the C-WES, C-SES and/or BESS at the time of the next renewal, as outlined in Article XIII, Section E(3) of this Ordinance.
6. The Board of Supervisors may extend any of the preceding deadlines in any instance where the removal and restoration cannot be completed within that timeframe, due to long-term weather conditions and/or state or federal regulatory requirements.

ARTICLE XIII: DECOMMISSIONING AND ABANDONMENT

- A. **Purpose.** Given that the infrastructure associated with Wind, Solar and Battery Storage Systems has a useful life of limited duration, it is necessary to ensure that each System and all of its components are safely removed from the site once they cease to be operational, and that such removal activities do not place any financial obligation on the County and its taxpayers.
- B. **Decommissioning Standards.** The decommissioning of a Commercial Wind or Solar Energy System, and/or a Commercial Battery Energy Storage System, shall comply with the following minimum standards, **regardless of whether said decommissioning occurs as planned at the end of its operational lifespan, or as a result of abandonment or damage from an emergency event:**
1. All structures, utility lines, and equipment associated with the C-WES, C-SES and/or C-BESS shall be removed, **including the entirety of any such structures located below ground level.**
 - a) **The requirement for complete underground removal may be waived if written permission has been obtained from any individual participating property owner(s), and the waiver shall apply only to those specific property(ies). Such documentation shall be submitted to the Board of Supervisors prior to the start of decommissioning.**
 2. Following the removal of structures, utility lines and equipment, all remaining materials and debris shall be removed, and the site shall be inspected to identify the presence of any potentially hazardous substances or contaminants. Such substances shall be removed and remediated **in accordance with any and all applicable state and federal laws at the time of decommissioning.**
 3. **All structural components removed from the site of a C-WES, C-SES, and/or C-BESS shall be recycled to the maximum extent feasible, and under no circumstances shall any portion of a wind turbine, solar array or battery be disposed of in a landfill within Des Moines County.**
 4. All areas of **soil** that had been disturbed to construct and operate the C-WES, C-SES and/or C-BESS shall be graded, reseeded, and otherwise **restored to their condition prior to the establishment of the System(s), with the Corn Suitability Rating (CSR) value being no less than ninety-five (95) percent of the pre-construction CSR value for the same location.**
 - a) **The CSR requirement may be waived if written permission has been obtained by any individual participating property owner(s), and the waiver shall apply only to those specific property(ies). Such documentation shall be submitted to the Board of Supervisors prior to the start of decommissioning.**
 5. **Deconstruction activities shall not exceed three-hundred sixty-five (365) consecutive days in total duration, from commencement to conclusion.**
 - a) **The Board of Supervisors may extend this deadline in any instance where**

the removal of large equipment cannot be completed within that timeframe, due to long-term weather conditions that prevent their safe transport on County roadways.

C. **Decommissioning Plan – Submission Requirements.** Prior to the approval of a Siting Permit for a C-WES, C-SES and/or C-BESS, the Developer shall submit a Decommissioning Plan to the Administrator, which complies with all requirements listed in Section B of this Article and includes each of the following:

1. A description of the planned procedure to remove all structures, utility lines, and other equipment associated with the C-WES, C-SES and/or C-BESS, along with any remaining materials or debris.
 - a) This shall include a description of the process through which the site will be inspected to identify any hazardous substances or contaminants that may have been deposited on or below the ground surface, as well as the process to remove and remediate those materials.
2. A description of the planned procedure to restore all previously disturbed land to its condition prior to the construction of the C-WES, C-SES and/or C-BESS.
3. A description of the disposal process for the major components of each C-WES, C-SES and/or C-BESS, including wind turbines (tower, blade, and nacelle), solar arrays and battery equipment, which shall include evidence that the recycling of all such components was thoroughly evaluated and will be undertaken to the maximum extent feasible.
4. Documentation of existing conditions prior to the establishment of the C-WES, C-SES and/or C-BESS.
 - a) This shall include aerial and ground level photographs, written descriptions, or any other such documentation that the Board deems necessary to document the existing condition of the properties involved.
 - b) Specific measurements shall be provided for the Corn Suitability Rating (CSR) and the extent of soil compaction.
 - c) Agricultural drainage systems shall be documented through field surveys and landowner input.
5. An estimate of the total cost for the decommissioning of the C-WES, C-SES and/or C-BESS, as outlined further in Section D of this Article, along with a written financial plan that adequately ensures that the Owner and/or Operator will be able to supply the necessary funds at the time of decommissioning.
 - a) The financial plan shall stipulate that all costs associated with the decommissioning of the C-WES, C-SES and/or C-BESS shall be borne entirely by the Owner and/or Operator, without any assistance from the County.
 - b) The financial plan shall stipulate that the terms will apply to all future successors, assigns, or heirs to which responsibility for operating the System may be transferred at a later date.

6. An estimate for the length of time for on-site deconstruction activities, which shall not exceed three hundred sixty-five (365) consecutive days in total duration.
7. A statement that the Owner and/or Operator will notify the County at least three-hundred sixty-five (365) days in advance of the planned decommissioning of a C-WES, C-SES and/or C-BESS, and a description of the means by which the County will be notified.
8. A statement that Des Moines County shall have access to the C-WES, C-SES and/or C-BESS, and to the funds to effect or complete decommissioning no less than three hundred sixty-five (365) consecutive days after the structure(s) have ceased operations.

D. **Cost Estimate.** The following requirements shall apply to the cost estimate supplied by the Developer, as stipulated in Section C(5) of this Article.

1. At the Developer's expense, the cost estimate shall be prepared by a professional engineer licensed in the State of Iowa.
2. The cost estimate shall encompass all costs associated with the decommissioning of the C-WES, C-SES and/or C-BESS, including the deconstruction, transportation, and disposal of equipment, as well as restoration of the soil to the pre-development CSR value.
3. The cost estimate shall also include the anticipated cost of repairing roadways or other infrastructure following the removal and transport of all equipment, calculated under the same procedure outlined in Section C of Article VIII.
4. The cost estimate shall also include the cost of providing liability insurance coverage to the County, in the event that the Developer's liability insurance coverage lapses for any reason.
5. When preparing the cost estimate, under no circumstances shall the salvage value of the equipment be deducted from the total cost of decommissioning.
6. The County shall obtain an independent third-party review of the supplied cost estimate, and the Developer shall reimburse the County for the cost of conducting this review.
 - a) If the third-party review does not support the estimate supplied by the Developer, the Developer shall supply the County with an explanation of the discrepancy, obtained either through further consultation with their engineer, the third party reviewer, and/or other licensed professional(s).
 - b) Approval of the Decommissioning Plan shall be contingent on the submittal of a revised cost estimate that is supported by the third-party reviewer.
7. In order to account for inflation and any unanticipated future trends and influences, the cost estimate shall be reevaluated and updated three (3) years after the approval of a Siting Permit, and at every subsequent three (3) year interval, following the same process undertaken in the initial calculation.

E. **Financial Security.** Any and all costs associated with the decommissioning of a C-WES, C-SES and/or C-BESS shall be paid for entirely by the Owner and/or Operator, without any assistance from the County or individual landowners in the project area.

1. Prior to the approval of a Siting Permit for a C-WES, C-SES, and/or C-BESS, the Developer shall provide the Board of Supervisors with a surety bond **for financial security**. This shall be used to complete the decommissioning of the C-WES, C-SES and/or BESS, should the Owner and/or Operator fail to do so.
2. The **bond** shall cover no less than **one-hundred fifty (150) percent of the cost estimate** outlined in Section D of this Article.
3. Following the approval of a Siting Permit for a C-WES, C-SES and/or BESS, the Owner and/or Operator shall continually renew the **bond** every three (3) years throughout the operational lifespan of the System. At the time of each renewal, the cost estimate shall be reevaluated under the same procedure as outlined in Section D of this Article, and the bond shall cover no less than **one-hundred fifty (150) percent of the updated estimate** for total cost.
4. The Owner and/or Operator shall provide the Board with a notice of their intent to continue operations no less than one hundred and eighty (180) days prior to the three (3) year anniversary of the previous bond filing or renewal, and shall supply the renewed **bond** to the Board no less than ninety (90) days prior to that anniversary.
 - a) If the **bond** has not yet been renewed at ninety (90) days prior to the anniversary of the previous bond filing or renewal, then the Owner and/or Operator shall take the steps to begin the decommissioning of the C-WES, C-SES and/or C-BESS at that time.
5. Each time that the **bond** is filed or renewed, it shall be accompanied by a written agreement that stipulates that it will apply to all future successors, assigns, or heirs to which responsibility for operating the System may be transferred between the time of the filing and the next renewal.
6. The **bond** shall only be released once the Board of Supervisors can confirm that the land has been restored to its condition prior to the construction of the C-WES, C-SES and/or C-BESS, including the remediation of any contamination.

F. **Confirmation of Decommissioning.**

1. The Owner and/or Operator shall supply the County with documentation of on-site conditions following the completion of decommissioning. This shall include aerial and ground level photographs, **descriptions of soil characteristics, and documentation of the Corn Suitability Rating, both prior to its initial development and after decommissioning.**
2. **The County may conduct** its own inspection of the site, either directly or through the use of a third-party consultant, and the Owner and/or Operator shall be responsible for compensating the County for these activities.

G. **Determination of Abandonment.** Any C-WES, C-SES and/or C-BESS, or portion thereof, that has not been in operation for a period of three hundred sixty-five (365) consecutive days shall be deemed to be abandoned by the Administrator, and notification of this determination shall be submitted to the Owner and/or Operator at this time.

1. Following the determination of abandonment, the Owner and/or Operator shall within ninety (90) consecutive days, either reactivate **each abandoned structure** or begin the process of dismantling and removing them.
 - a) This required timeframe for reactivation shall only be extended if the Owner and/or Operator is able to provide sufficient evidence or documentation to the Board of Supervisors that the failure to reactivate is due to either a natural catastrophic event or a mechanical or technological failure that the Owner and/or Operator is actively working to remedy at the time.
2. If the Owner and/or Operator desires to reinstate and maintain operations for **the abandoned structures**, they shall provide the Board of Supervisors with substantial evidence of their intention and ability to do so within ninety (90) consecutive days of the abandonment determination, and resubmit such evidence every one-hundred eighty (180) days after the initial ninety (90) day period.
3. In the absence of any intent to reinstate operations, failure to begin the dismantling and removal of **an abandoned structure** within ninety (90) consecutive days shall constitute a violation of this Ordinance, subject to penalties as specified in Article I, Section G.
4. **All on-site deconstruction activities shall be completed within three-hundred sixty-five (365) consecutive days of commencement.**
5. If the **abandoned structures** are not removed as required, the Board may initiate the removal of the C-WES, C-SES and/or C-BESS using the funds set aside through the **surety bond**, as outlined in Section E of this Article. As needed, the Board may take any other legally authorized steps to recover the cost of the removal, including the sale of removed materials, or initiation of judicial proceedings against the Owner and/or Operator.