

# OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, December 9<sup>th</sup>, 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](mailto: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. Discussion / Vote:
  - A. Payroll Reimbursement Claims
  - B. Approval of Roadway Maintenance Agreement with Iowa DOT
  - C. Approval of Official Newspapers for 2026
  - D. Personnel Actions:
    1. Local Health (3)
    2. Sheriff (2)
    3. Correctional Center (1)
  - E. Reports:
    1. Sheriff's Report of Fees Collected, November 2025
    2. Veterans Affairs Report of Fees Collected, November 2025
    3. Recorder's Report of Fees Collected, November 2025
  - F. Minutes for Regular Meeting on December 2<sup>nd</sup>, 2025
5. Other Business
6. Future Agenda Items
7. Committee Reports
8. Public Input
9. Adjournment

Work Sessions Following the Meeting:

BOS / SEIRPC

RE: Draft Wind/Solar/Battery Ordinance

BOS / County Engineer

RE: Road Tour

# **Payroll**

## **12/12/25 Reimbursement Claims**

### **12/09/25 Board Meeting**

**Reimbursements: \$1,057.88**

**Non-Cash Taxable: \$0.00**





## ROADWAY MAINTENANCE AGREEMENT

AGENCY \_\_\_\_\_  
 COUNTY Des Moines  
 CITY \_\_\_\_\_  
 BOARD \_\_\_\_\_

This written agreement made and entered into by and between the (AGENCY) (COUNTY) (CITY) (BOARD) of County, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:  
 DM Co Hwy 61 at Mile post 44-45, mile post 46.5-48.5

### 1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:  
Including snow and ice control, application of granular materials, blading of granular surfaces, shoulder repair.
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:  
IDOT Standard function codes 640(Blading Shoulders), 675 (Phase 1 Snow and Ice Control).
- C. Party of the Second Part will perform the following routine maintenance:  
IDOT will maintain roadway surface for spalls, full depth patches or overlays as needed.

### 2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
- C. Party of the Second Part will perform the following special maintenance:

### 3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ \$3,255.00 per lane mile per year.  
Total lane miles 6.48 at \$ \$3,255.00 per lane mile = \$ 21092.4
- C. Payment for special maintenance shall be made as follows:

### 4. AGREEMENT TIME PERIOD

Beginning Date: July 1, 2025

Ending Date: June 30, 2026

5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

#### RECOMMENDED FOR APPROVAL:

Des Moines County Board of Supervisors

\_\_\_\_\_  
(AGENCY) (COUNTY) (CITY) (BOARD)

BY \_\_\_\_\_

\_\_\_\_\_  
(DATE)

TITLE \_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_

District Engineer

\_\_\_\_\_  
(DATE)

INSTRUCTIONS FOR USE OF FORM 810056:

1. All relevant DOT standards for maintenance activities and instructional memorandums shall be included and attached to this Agreement.
2. If necessary, please include and attach a detailed map setting forth the specific roadway location(s) covered by the maintenance agreement.
3. Routine maintenance may include snow and ice control, spot ACC overlays, ACC and PCC crack/joint/spot filling and patching, leveling of transverse joints, strip sealing, edge sealing, application of granular materials, blading of granular surfaces, shoulder repair, roadside mowing and herbicide applications, maintenance of clear channels through and adjoining drainage structures, repair or replacement of safety appurtenances and traffic control devices, and replacement of inadequate traffic signs and markings.
4. Special maintenance may include application of granular surface materials to whole sections of roadway, crack/joint sealing, full or partial depth patching, bituminous seal coating, structural painting, major structural repairs, replacement of bridges or culverts, installation of traffic control signs, markings, and safety appurtenances at new locations and application of dust palliative.

# The Mediapolis News

**Danny Davis, Publisher**

**meponews@mepotelco.net Phone 319-394-3174**

**PO Box 548 - 521 Main Street, Mediapolis, IA 52637**

December 4, 2025

Board of Supervisors  
Des Moines County  
PO Box 784  
Burlington, IA 52601

Dear Sirs:

The *Mediapolis News* wishes to express its appreciation to the county for its business during the past year, and requests that we again be named an official newspaper for the county during 2026.

Thank you.

A handwritten signature in black ink, appearing to read "Danny Davis".

Danny Davis, Publisher

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# THE HAWK EYE

*Iowa's Oldest Newspaper*

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P.O. Box 10

Burlington, Iowa 52601-0010

319/754-8461

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December 4, 2025

Des Moines County Auditor  
Sara Doty

The Hawk Eye Newspaper, located in Des Moines County, City of Burlington, IA 52601 request to be selected as Newspaper of Record in Des Moines County for the calendar year 2026. The Hawk Eye is currently published Tuesday through Saturday with the exception of the federal holiday's New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Also, any postal holiday's that fall in the Tuesday through Saturday we will not publish. The Hawk Eye Newspaper, as of Dec 6, 2022, is now distributed by the United States Postal Service for accurate and reliable delivery with established permit number 079-960.

The 2025 certified statement of ownership is attached and show our total publication counts.

The Hawk Eye has a list of subscribers who have paid or promise to pay at more than a nominal rate, for copies to be received in 2026.



Tony Stutzman  
Publisher  
The Hawk Eye

13. Publication Title <b>Burlington Multimedia LLC/The Hawk Eye</b>		14. Issue Date for Circulation Data Below <b>08/30/2025</b>	
15. <b>Extent and Nature of Circulation</b>		<b>Average No. Copies Each Issue During Preceding 12 Months</b>	<b>No. Copies of Single Issue Published Nearest to filing Date</b>
a. Total Number of Copies (Net press run)		3,134	3,235
b. Paid and/or Requested Circulation	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	920	899
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	1,707	1,691
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS	164	262
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail)	0	0
c. Total Paid Distribution [Sum of 15b. (1), (2), (3), and (4)]		2,791	2,852
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies Included on PS Form 3541	13	13
	(2) Free or Nominal In-County Copies Included on PS Form 3541	9	10
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)	0	0
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	0	0
e. Total Free or Nominal Rate Distribution (Sum of 15d. (1), (2), (3) and (4))		22	23
f. Total Distribution (Sum of 15c. and 15e.)		2,813	2,875
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		321	360
h. Total (Sum of 15f. and g.)		3,134	3,235
i. Percent Paid (15c. Divided by 15f. Times 100)		99.22%	99.20%

\* if you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.

16. Electronic copy Circulation			
If present, check box		<b>X</b>	
a. Paid Electronic Copies		618	604
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a)		3,409	3,456
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a)		3,431	3,479
d. Percentage Paid (Both Print & Electronic Copies (16b divided by 16c x 100)		99.36%	99.34%

☒ I certify that 50% of all my distribution copies (electronic and Print) are paid above a nominal price

17. Publication of Statement of Ownership		
<input checked="" type="checkbox"/> Publication required. Will be printed in the	<b>10/04/2025</b>	issue of this publication.
		<input type="checkbox"/> Publication not required

18. Signature and Title of Editor, Publisher, Business Manager, or Owner		Title	Date
Tony Stutzman		Publisher	09/29/2025

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties)

**To the Honorable Des Moines County Board of Supervisors:**

On behalf of *The Burlington Beacon/Des Moines County News*, I respectfully submit this letter to apply for designation as an official paper of record for Des Moines County.

As you may be aware, on September 30, 2025, The Burlington Beacon acquired the *Des Moines County News*. Following this purchase, we merged the publication into the Beacon while retaining its long-standing commitment to serving readers across Des Moines County.

The Burlington Beacon/Des Moines County News publishes weekly, in print, and we have a strong online presence. Our focus is comprehensive community coverage and a dedication to timely, accurate public-notice reporting. As a fully credentialed newspaper of general circulation, we are committed to ensuring that the county's public notices reach the widest possible local audience.

Please accept this letter as our formal request for consideration as a designated paper of record for Des Moines County.

If the council requires any additional documentation or has questions about our publication, operations, or circulation, we would be glad to provide it promptly.

Thank you for your time and consideration.

Sincerely,

Jeff Abell  
Owner, publisher  
*The Burlington Beacon/Des Moines County News*  
(319) 750-0965  
jabell.beacon@gmail.com

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Drew Tucker Employee #: \_\_\_\_\_  
Title: CNA Department: Local Health

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain \_\_\_\_\_

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

Final Termination Date \_\_\_\_\_  
Final Rate of Pay \_\_\_\_\_  
Permanent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

### LEAVE OF ABSENCE

☐ Maternity ☐ 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 \_\_\_\_\_  
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

☐ Reclassification ☐ Demotion  
☐ Anniversary ☐ Reduction  
☐ Promotion ☐ Suspension  
☐ Probationary ☒ Other, Explain

3 hours unpaid 12/1/2025

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

Authorized by: Christa Poggemiller Department: Local Health Date: 12/2/2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: \_\_\_\_\_ Payroll Date: \_\_\_\_\_



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Prissicilla Krieger Employee #: \_\_\_\_\_  
Title: LPN Department: Local Health

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain \_\_\_\_\_

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

Final Termination Date \_\_\_\_\_  
Final Rate of Pay \_\_\_\_\_  
Permanent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

### LEAVE OF ABSENCE

☐ Maternity ☐ 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 \_\_\_\_\_  
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

☐ Reclassification ☐ Demotion  
☐ Anniversary ☐ Reduction  
☐ Promotion ☐ Suspension  
☐ Probationary ☒ Other, Explain

3 hours unpaid 12/1/2025

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

Authorized by: Christa Poggemiller Department: Local Health Date: 12/2/2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: \_\_\_\_\_ Payroll Date: \_\_\_\_\_

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Keaton Hoschek Employee #: \_\_\_\_\_  
Title: Deputy Department: Sheriff's Office

## STATUS CHANGES

### TERMINATION

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

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

Final Termination Date \_\_\_\_\_  
Final Rate of Pay \_\_\_\_\_  
Permanent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

### LEAVE OF ABSENCE

☐ Maternity ☐ 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 (Check # of Hours) ☐ Probationary  
☒ 74.77 Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☒ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain

\_\_\_\_\_  
60mo step increase \_\_\_\_\_  
\_\_\_\_\_

Previous Rate \$63,918.55 New Rate \$75,313.53  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: December 28, 2025

Authorized by: K. Blay Department: Sheriff's Office Date: 12/1/25  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: January 3, 2026 Payroll Date: January 9, 2026

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Eric Kramer Employee #: \_\_\_\_\_  
Title: Deputy Department: Sheriff's Office

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain \_\_\_\_\_

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

Final Termination Date \_\_\_\_\_  
Final Rate of Pay \_\_\_\_\_  
Permanent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

### LEAVE OF ABSENCE

☐ Maternity ☐ 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 (Check # of Hours) ☐ Probationary  
☒ 74.77 Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☒ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain \_\_\_\_\_

\_\_\_\_\_  
6mo step increase \_\_\_\_\_  
\_\_\_\_\_

Previous Rate \$52,102.02 New Rate \$58,354.30  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: October 28, 2025

Authorized by: R-Blay Department: Sheriff's Office Date: 12/1/25  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: November 8, 2025 Payroll Date: November 14, 2025



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**

11/01/2025 thru 11/28/2025

SHERIFF FEES	7,961.99	<i>8544.19</i>
MILEAGE	582.20	
R & B	2,581.79	
INTEREST	7.29	
TOTAL	\$11,133.27	

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



# COMMISSION OF VETERANS AFFAIRS



We, the undersigned members of the Commission of Veterans Affairs, hereby certify that the following is a correct statement of the names, and assistance given to persons entitled to financial assistance under Chapter 35B of the Code of Iowa, as amended, for the month of **November 2025**.

NAME	WAR	AMOUNT	FOR
R.F.	Peacetime	\$308.20	Utility

**TOTAL**

**\$308.20**

Arne Hausknecht  
Arne Hausknecht

Marilyn Box  
Marilyn Box

Thomas Rowley  
Thomas Rowley



# COMMISSION OF VETERANS AFFAIRS

## DES MOINES COUNTY

### STATISTICS FOR THE MONTH OF NOVEMBER 2025

Total spent on Direct Financial Aid to Vets:

**\$308.20**

Total Budgeted

**\$8,750.00**

SPENT:		WAR-TIME PERIOD				BALANCE
Food	\$0.00	WWII	\$0.00	July	\$300.00	\$8,750.00
Medical	\$0.00	Korean	\$0.00	August	\$0.00	\$8,450.00
Rent	\$0.00	Vietnam	\$0.00	September	\$293.53	\$8,450.00
Utilities	\$308.20	Lebanon	\$0.00	October	\$0.00	\$8,156.47
Clothing	\$0.00	Panama	\$0.00	November	\$308.20	\$8,156.47
Personal	\$0.00	Grenada	\$0.00	December		\$7,848.27
Education	\$0.00	Persian Gulf	\$0.00	January		\$7,848.27
Burial	\$0.00	Peace Time	\$308.20	February		\$7,848.27
Misc.	\$0.00	Food Pantry	\$0.00	March		\$7,848.27
				April		\$7,848.27
				May		\$7,848.27
Total	<b>\$308.20</b>			June		\$7,848.27

# VETERANS AFFAIRS STATISTICS

July 2025-June 2026



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YEAR
<b>FACE TO FACE INTERVIEWS</b>													
Federal Assist	47	36	51	37	54								225
County Assist	1	0	1	0	1								3
<b>PHONE CALLS RECEIVED</b>													
Federal Assist	121	82	91	98	68								460
County Assist	1	5	3	1	1								11
Van Calls	25	29	26	23	8								111
VA Clinic Calls	0	1	0	0	1								2
<b>CORRESPONDENCE</b>													
Received	7	3	8	9	7								34
Sent	6	7	4	5	8								30
<b>VETS ASSISTED IN COMPLETING FORMS</b>													
	47	36	51	37	54								225
<b>GRAVE REGISTRATION FORMS TO STATE</b>													
	1	3	1	1	0								6



DATE: December 1, 2025

[illegible]

BY \_\_\_\_\_

TREASURER'S RECEIPT NUMBER ISSUED FOR THIS TRANSACTION



Date: December 1, 2025

To: Janelle Nalley-Londquist

Des Moines County Treasurer

RE: Recorder's E-Commerce Monthly Fee 5300-1-07-8110-416000

Janelle,

Today I am paying your office \$476.00 for the Recorder's E-Commerce Fee collected for November 2025.

Respectfully Yours,

Natalie Steffener

Des Moines County Recorder/Registrar

DES MOINES CO TREASURER

DATE : 12/1/2025 1:40 PM  
OPER : 04-Jodie  
TKBY : Jodie Johnson  
TERM : 4  
REC# : R00520758

400 Miscellaneous Receipt	17702.95
DMC RECORDERS OFFICE	17702.95
AFFIDAVITS & ARTICLES	640.00
0001-1-07-8110-400010	-640.00
CONTRACTS	255.00
0001-1-07-8110-400015	-255.00
DEEDS	1785.00
0001-1-07-8110-400020	-1785.00
EASEMENTS	105.00
0001-1-07-8110-400025	-105.00
MISCELLANEOUS	240.00
0001-1-07-8110-400030	-240.00
MORTAGES	6925.00
0001-1-07-8110-400035	-6925.00
PLATS	15.00
0001-1-07-8110-400040	-15.00
TAX LIENS	100.00
0001-1-07-8110-400045	-100.00
TRADE NAMES	15.00
0001-1-07-8110-400050	-15.00
FIN STMTS FIXTURE FILING	60.00
0001-1-07-8110-400055	-60.00
SNOWMOBILE TITLE & LIENS	210.00
0001-1-07-8110-401000	-210.00
BOAT LIEN	10.00
0001-1-07-8110-402000	-10.00
BOAT/SNOW WRITING FEES	386.00
0001-1-07-8110-403000	-386.00
HUNT/FISH WRITING FEES	22.50
0001-1-07-8110-403001	-22.50
REVENUE STAMPS	3260.25
0001-1-07-8110-404000	-3260.25
TRANSFER FEES - AUDITOR	925.00
0001-1-07-8110-410000	-925.00
VITAL RECORDS	1376.00
0001-1-07-8110-413000	-1376.00
PASSPORTS	460.00
0001-1-07-8110-415000	-460.00
OTHER MISC FEES & COPIES	384.50
0001-1-07-8110-550000	-384.50
RECORDER'S REC MGT FEE	476.00
0024-1-07-8110-414000	-476.00
TRB - INT ON CK'G	2.20
0001-1-07-8110-600000	-2.20
REC'S NON-REF OVER PYMT	10.50
0001-4-99-9030-822000	-10.50
DNR - BOAT TITLE FEE	40.00
0027-1-22-6110-412000	-40.00

Paid By:DMC RECORDERS OFFICE  
2-Check 17702.95 REF:5091

APPLIED	17702.95
TENDERED	17702.95

CHANGE	0.00
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# MISCELLANEOUS RECEIPTS TO TREASURER

DATE: December 1, 2025 \_\_\_\_\_

<u>DOC NO.</u>	<u>PAID BY/DESCRIPTION</u>		<u>ACCOUNT NO.</u>	<u>AMOUNT</u>	<u>ACCURE DATE</u>
1636	Public - Affidavits & Articles of Inc	AA	0001-1-07-8110-400010	\$640.00	11/30/2025
"	Public - Contracts	CT	0001-1-07-8110-400015	\$255.00	"
"	Public - Deeds	DDS	0001-1-07-8110-400020	\$1,785.00	"
"	Public - Easements	EM	0001-1-07-8110-400025	\$105.00	"
"	Public - Miscellaneous	MI	0001-1-07-8110-400030	\$240.00	"
"	Public - Mortgages	MTG	0001-1-07-8110400035	\$6,925.00	"
"	Public - Plats	PLT	0001-1-07-8110-400040	\$15.00	"
"	State of Iowa-Tax Liens	TL	0001-1-07-8110-400045	\$100.00	"
"	Public - Trade Names	TN	0001-1-07-8110-400050	\$15.00	"
"	Public - Fin. Strmts - Fixture Filings	FSF	0001-1-07-8110-400055	\$60.00	"
"	DNR - ATV Titles & Liens	ST	0001-1-07-8110-401000	\$210.00	"
"	DNR - Boat Liens Fee	BL	0001-1-07-8110-402000	\$10.00	"
"	DNR - Boat/Snow Writing Fees	WFB	0001-1-07-8110-403000	\$386.00	"
"	DNR - Hunt & Fish Writing Fees	WFH	0001-1-07-8110-403001	\$22.50	"
"	Ia Dept of Rev - Rev Stamp Fee	RS	0001-1-07-8110-404000	\$3,260.25	"
"	Public - County Transfer Fees	TF	0001-1-07-8110-410000	\$925.00	"
"	Ia Dept of Health - Vital Record Fee	VR	0001-1-07-8110-413000	\$1,376.00	"
"	US Dept of State - Passports	PP	0001-1-07-8110-415000	\$460.00	"
"	Public - PhotoCopy/Fax Fees	OMI	0001-1-07-8110-550000	\$384.50	"
"	Public - Recorder's Record Mgt Fees	RMF	0024-1-07-8110-414000	\$476.00	"
"	Two Rivers - Interest on Checking	IC	0001-1-07-8110-600000	\$2.20	"
"	Public - Non-refund Over Payment	NR	0001-4-99-9030-822000	\$10.50	"
"	DNR - Boat Title Fee	BT	0027-1-22-6110-412000	\$40.00	"

**TOTAL \$17,702.95**

THE REVENUE LISTED ABOVE WAS RECEIVED FROM THE RECORDER'S DEPARTMENT.

BY \_\_\_\_\_  
INITIALS

TREASURER'S RECEIPT NUMBER ISSUED FOR THIS TRANSACTION: \_\_\_\_\_

December 2, 2025

The Des Moines County Board of Supervisors met in a regular session at the Court House in Burlington at 9:00 AM on Wednesday, December 2, 2025, with Chair Jim Cary and Member Tom Broeker present. Vice Chair Shane McCampbell was present via Webex. 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 she is working on budget. IT Director Brandon Mehmert reported his office is busy. Sheriff Kevin Glendening stated he attended a City of Danville Council meeting last night where they approved the FY27 law enforcement contracts. Toys for Tots is this coming weekend. They will be at Hy-Vee on Agency St. on Friday from 12:00 PM – 7:00 PM and Saturday from 7:00 AM – 12:00 PM. The jail population is 87. Veterans Affairs Director Brooke Marland reported her office is busy. Public Health Director Christa Poggemiller reported they are currently doing immunization audits for daycares. Maintenance Director Rodney Bliesener reported his crew has been busy over the weekend with snow removal. That will continue throughout the week with the upcoming forecast. Conservation Director Chris Lee reported his crew is also working hard at snow removal. Assistant Land Use Administrator Jarred Lassiter stated his office is busy. He has a minor subdivision out for review currently. Assistant County Attorney Trent Henkelvig reported the courts are busy with trials. County Engineer Brian Carter stated his crew have been out this weekend and will continue through the week to clear roads of snow. He would like to remind the public that if a County plow physically hits a mailbox with the plow, the County will replace it. If the mailbox cannot withstand the snow thrown from the plow while it drives past, the mailbox will not be replaced by the County. He also stated that driveways will always be a popular topic when it comes to snow removal and although it isn't convenient, there is nothing that will be done differently. He continues to work on the new Sheriff's Office parking lot project along with Bliesener and Glendening. A bid package was sent out to contractors this week for the Pleasant Grove Paving Project. The bid opening will take place on January 9<sup>th</sup> at 10:00 AM.

Approval of Accounts Payable Claims in the amount of \$650,429.95 was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of Agreement with Eastern Iowa Workforce Development Area was presented. McCampbell spoke on this and made a motion for approval and was seconded by Broeker.

Approval of Resolution #2025-059 and Preliminary Plat of Memorial Meadows Subdivision was presented. Assistant Land Use Administrator Jarred Lassiter spoke on this and recommended approval. Broeker motioned to approve and was seconded by McCampbell.

McCampbell motioned to approve November 25<sup>th</sup>, 2025, regular meeting minutes and was seconded by Cary. Broeker abstained.

McCampbell attended a Mississippi Valley Workforce meeting.

During public input, Jeff Fischer, Pleasant Grove Township and Charlie Tonkinson, South Yarmouth, both spoke regarding the wind ordinance.

The meeting was adjourned at 9:37 A.M.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website [www.dmcountry.com](http://www.dmcountry.com)

Jim Cary, Chair

Attest: Sara Doty, County Auditor

*DRAFT ORDINANCE as of 12/5/2025*

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

DES MOINES COUNTY, IOWA

ORDINANCE NO. \_\_\_\_\_

Adopted \_\_\_\_\_, 2026

**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 after May 2025, and already discussed at a subsequent work session

**Text highlighted in green** = Added or modified after May 2025, but not yet discussed at a subsequent work session

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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 apply to all unincorporated land within Des Moines County, Iowa.
- 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 before 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 before 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 before 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, *except in instances where a stricter regulation is explicitly prohibited by state or federal law.*
  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.

**Commented [JL1]:** Removed the following phrase, as it is redundant, "...and shall exclude all land within the incorporated municipalities located in the County." Also, the following subsection was removed, as it is not up to the County whether any of this would apply: "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."

**Commented [JL2]:** Added this caveat, because some state or federal laws may restrict what requirements a local government can enforce.

4. Any C-WES, C-SES and/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 and/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 and/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 and/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.
  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.

**Commented [JL3]:** It previously concluded with, "or be imprisoned for not more than thirty (30) days for each offense". This would only be the case if they failed to pay the fines and it went to court. In that case, it would be the court imposing the jail sentence - not the Board of Supervisors.



## 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 ~~one-hundred twenty (120)~~ consecutive days.

Commented [JL4]: Shortened from 365 days.

**ADMINISTRATOR.** Shall refer to the administrator of this Ordinance, as appointed by the Des Moines County Board of Supervisors. ~~It may also refer to any person(s) authorized to act on their behalf as a designed.~~

Commented [JL5]: This was added to ensure that other staff or consultants may act in this capacity in order to enforce certain aspects of this ordinance (i.e. site inspections, public health).

**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 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 that 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, **or a portion thereof**, following the permanent ceasing of operations. This may be undertaken as part of a planned termination at the end of its **operational lifespan, or in response to damage or abandonment.**

**Commented [JL6]:** This definition was modified to ensure that it doesn't just refer to the planned decommissioning of the entire system at the end of its life - it can now refer to an individual turbine removed as a result of damage. Also, the word 'useful life' was replaced with 'operational lifespan', for the sake of consistent terminology.

**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.

**ICE THROW.** The shedding of ice from a wind turbine blade while the turbine is in operation.

**Commented [JL7]:** Removed the terms 'height, wind turbine' and 'height, tower'. The height of a turbine is only referenced in Article III, and it makes more sense to have this definition stated there instead.

**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.

**Commented [JL8]:** Removed the following caveat at the end of the sentence: 'with the motion of the blade propelling ice over a greater distance than if it were in a stationary position'

**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/temporary 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. 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.

**Commented [JL9]:** Added the term 'temporary', so that it's clear that a 'guest house' would fit the definition (though the term 'seasonal' likely covers the vast majority of these anyway).

**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.

**Commented [JL10]:** This definition previously included the following, which was removed because it could be difficult to enforce: "This term shall also include any dwelling that is under construction and not yet occupied at the time the system is proposed."

**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.

**Commented [JL11]:** It previously referred to, 'decommissioning and/or abandonment'.

**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.



**OVERSIZE/OVERWEIGHT LOAD.** Any instance where the transport of vehicles and/or cargo involves objects that exceed the maximum weight and/or size dimensions (width, length, and/or height) established by the Iowa Department of Transportation, Des Moines County Secondary Roads, and/or any other entity with jurisdiction over the operations and maintenance of public roadways.

Commented [JL12]: This term was added, as it is now used in Article X.

**OWNER, C-WES, C-SES, and/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.

**PUBLIC CONSERVATION AREA.** Any area of land that is directly owned or managed by Des Moines County Conservation, the Iowa Department of Natural Resources, or the U.S. Fish and Wildlife Service, for the purpose of wildlife conservation.

Commented [JL13]: There was previously another sentence at the end, which has been removed: "This does not include any privately owned land that is subject to easements or contractual regulatory authority by any of the aforementioned public conservation agencies."

**REPOWERING.** The process of upgrading or replacing any of the existing components of a Wind or Solar Energy System, and/or a Battery Energy System, at any point during its operational lifespan. Such activities may be undertaken to increase the energy efficiency or output of the System, or to replace previously damaged or malfunctioning wind turbines, solar arrays and/or battery equipment. This does not include routine maintenance activities for previously installed wind turbines, solar arrays or battery equipment.

Commented [JL14]: It previously said 'damaged or malfunctioning components'. The term 'components' is very broad and could be used to apply to any kind of minor piece of equipment, even bolts and screws. The wording was modified to refer to the entire structure in each case. The exemption for 'routine maintenance' further ensures that this term cannot be interpreted as applying to such small equipment.

**SHADOW FLICKER.** An effect generated by the sun shining through the rotating blades of a wind turbine, which casts 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.

Commented [JL15]: This was previously worded as, 'The phenomenon in which the sun shines through the rotating blades of a wind turbine, casting a moving shadow...'

**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 five (5) megawatts of energy, using clusters of solar arrays situated on private agricultural land, with one or more landowners leasing the land to a company that 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 five (5) 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 over one hundred (100) 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 less than one hundred (100) feet in 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.

**Commented [JL16]:** This previously used the threshold of 25 megawatts, and was meant to align with the threshold of being regulated by the Iowa Utilities Board ('utility-scale'). The solar panels on the SEIRMC hospital campus are 4 megawatts and cover 15 acres. The definition of P-SES was adjusted accordingly.

**Commented [JL17]:** This previously referred to wind turbines of 'several hundred feet in height'. This was changed to provide a specific measurement. The definition for P-WES was adjusted accordingly (it originally referred to a wind turbine 'of minimal height').



## 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 base of the wind turbine tower** 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) **In each instance, the 'height of the turbine' shall constitute 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.**
  - c) **The requirements in this Section shall apply only to a C-WES at the time of construction, and shall not apply to any new structures that are voluntarily built near the C-WES by a non-participating landowner after it has assumed operations.**
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	1,800 feet or 3 times the height of the turbine (whichever is greater)
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)

**Commented [JL18]:** The original section B(1)(c) referred to waivers from neighboring owners - this was removed and replaced with a new Section M at the end of this article, since it applies in several of the sections - not just Section B. The same was done for Articles IV and V.

**Commented [JL19]:** It previously said, "...the point at which the wind turbine will be closest..." This would inadvertently include the tip of the blade when pointed sideways during a rotation. That added distance is already included in the 'height of the turbine', so that is not how this was intended to read. So it has been modified to match what was originally intended.

**Commented [JL20]:** This used to be listed in the Definitions section (Article II), but it was removed from there and added here, since this definition only applies to this particular Article, and it wasn't necessarily intuitive that you needed to look up the definition of that term. And if you didn't look it up, you might assume that the 'height of the turbine' doesn't include the length of the blade during a rotation.

**Commented [JL21]:** This language was modified to make it clear that this is referring only to the neighboring landowners, and not the developer. There was also a typo where it referred to C-BESS instead of C-WES (copy-paste error).

**Commented [JL22]:** Was previously 3 times the height, without the baseline minimum of 1,800 feet. Also changed this for cemeteries and conservation areas

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
The property line of a cemetery	1,800 feet or 3 times the height of the turbine (whichever is greater)
The property line of a public conservation area	1,800 feet or 3 times the height of the turbine (whichever is greater)

**Commented [JL23]:** Clarified that the measurement should be taken from the property line for cemeteries and conservation areas; did the same thing for Articles IV and V.

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 before 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 maximum height of a wind turbine shall be six-hundred and fifty (650) feet, measured from the ground elevation at the base of the tower to the tip of the blade when positioned at its highest point during a rotation.
2. 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.
3. 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.

**Commented [JL24]:** Previously, there was no height limit. The metrics for measuring the height are restated here, now that the term 'height of wind turbine' was removed from Article II. Also, the means of determining the 'height of a turbine' are restated here - the same as with setbacks.

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), 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.

- E. **Electric Lines.** 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.

**Commented [JL25]:** Removed the phrase 'to the maximum extent feasible' at the beginning.



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 or civic building 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.

Commented [JL26]: Added the reference to 'civic building'.

G. **Noise Volume and Signal Interference.**

1. The volume of noise generated by any component of a C-WES shall not exceed fifty (50) A-weighted decibels (dBA) when measured from an occupied dwelling or civic building on a non-participating property. Such measurements shall be taken from outside the building, at the point along the outer wall that is closest to the C-WES.
  - a) This requirement shall not apply during a severe storm or power outage, if electrical disturbances cause a temporary increase in noise during the course of the storm or outage.
2. Each C-WES shall be operated in a manner that does not interfere with any electromagnetic communications, including radio, telephone, Internet, broadband, Doppler radar and television signals, to the extent that this compromises the usability or accuracy of such communications.
  - a) If any such interference is encountered, then the Owner, and/or Operator shall minimize and mitigate any such interference, to ensure the same level of service as before construction of the C-WES.

Commented [JL27]: It previously did not specify where the measurement was supposed to be taken from.

Commented [JL28]: This section is brand new - similar language in Adams County ordinance

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, 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 H(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 and Waste Disposal.**

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. Such technology shall comply with IEC 61400-24 of the International Electrotechnical Commission.
2. Each turbine in a C-WES shall be equipped with an on-site fire suppression system that is capable of detecting and extinguishing a fire of any size on the turbine, and preventing it from spreading onto the surrounding property.
  - 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 C(8)).
3. Solid and hazardous waste, including but not limited to crates, packaging materials, damaged or worn parts, and used oils and lubricants shall be removed from the C-WES site in the manner and timing established by all applicable local, state and federal regulations.

**Commented [JL29]:** It previously just said 'extinguishing'. The term 'detecting' was added.

**Commented [JL30]:** It originally said, "...with a fire suppression system, to detect and extinguish fires in the event of an emergency". This was modified based on concerns from EMA that the language was too broad.

K. **Design Standards and Technological Risk.** All components of a C-WES shall comply with the standards of IEC 61400 of the International Electrotechnical Commission, and shall not utilize any novel or experimental elements that have not been reliably tested and implemented for C-WES projects of a comparable size elsewhere.

1. To confirm whether a proposed C-WES would meet this requirement, a technological risk evaluation shall be conducted by a licensed third party professional of the Board's choosing, at the Developer's expense. A report detailing the results of this evaluation shall be provided to the County and made available to the general public.
2. This requirement shall apply to the materials that comprise each of the following:
  - a) The major components of each wind turbine, including the tower, blade,

**Commented [JL31]:** This section was obtained from the Adams County wind ordinance - at a recent work session, it was requested that the topic of waste disposal be addressed. Section J was renamed - #3 is mostly related to fire prevention, but it's a little more broad.

**Commented [JL32]:** The previous draft included language that referenced whether similar components had been used for other projects in and around Iowa. This language could unintentionally exclude certain kinds of safe and reliable equipment, and prioritize outdated models over new and improved technology. Under the revised framework, the County will use a third-party professional to make the determination, rather than setting its own arbitrary thresholds.

**Commented [JL33]:** All references to height and 'physical configuration' were removed. A maximum height requirement has since been established in Article III.



nacelle, and subgrade foundation

- b) All accessory equipment for storing or transferring energy, including inverters, transformers, cooling equipment, switching gear, metering equipment and transmission tie lines
- c) Lightning protection systems, fire suppression systems, and Aircraft Detection Lighting Systems

L. **Agricultural Aviation Costs.** The Owner and/or Operator of a C-WES shall reimburse all non-participating landowners for any and all excess costs incurred from agricultural aviation service providers as a result of the presence of the C-WES. Such costs may result from increased time necessary to complete aerial applications, as well as increased insurance costs for pilots operating in the vicinity of wind turbines.

M. **Waivers.** The requirements for Sections B, F(1), F(3) and G(1) of this Article may be waived if written permission has been obtained from one or more individual property owners, and the waiver shall apply only to those specific property(ies), and not to any adjoining public roadways.

1. In no instance shall any such waiver from a landowner have the effect of limiting the setback, lighting or reflection requirements that apply to an adjoining public roadway.

**Commented [JL34]:** This was added to address the possibility that aerial applicators may need special accommodations to safely operate around wind turbines.

**Commented [JL35]:** A similar passage was already listed under Section B. But since this also applies to F1, F3 and G1, it was moved to its own section here, rather than repeating the same thing several times. The reference to public roadways ensures that the waiver wouldn't apply to any property line that also adjoins a roadway. The same change was made in Articles IV and V.

**Commented [JL36]:** Added this sub-section, to clarify that the waiver doesn't extend to adjoining roadways. Did the same for Solar and Battery

## 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 to any new structures that are voluntarily built near the C-SES by a non-participating landowner after it has assumed operations.
  2. The minimum setback distance from a solar array to any of the following structures, places and properties shall 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	
The property line of a cemetery	300 feet	
The property line of a public conservation area	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 before the final Public Hearing.

**Commented [JL37]:** There was a typo where it referred to C-BESS instead of C-SES (copy-paste error).

**Commented [JL38]:** The reference to 'property line' was added - same as for wind and battery.

**Commented [JL39]:** Had initially changed it from 300 to 150, but changed it back in order to be consistent with civic buildings on a nonparticipating property



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.
2. The maximum height of a solar array may be increased **whenever necessary to accommodate Agri-voltaic Systems, or to comply with the minimum floodplain development standards of Ordinance No. 25.**
  - a) **In such instances, the minimum setback shall be increased by two (2) feet for every foot at which the height exceeds fifteen (15) feet, but under no circumstances shall the height of any array exceed twenty-five (25) feet.**
3. 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.

**Commented [JL40]:** Previously, there was no maximum height limit beyond 15 feet, as long as the modified setbacks were complied with. Also, the setback/height language was switched around (before, it was, "the height shall be increased by 1 foot for every 2 feet at which the setback exceeds the maximum"). In hindsight, this seems like a convoluted way of saying that. Finally, referencing Agri-voltaics and floodplain requirements functionally limits the use of taller arrays to only those specific instances.

D. **Maintenance of Soil Health.** 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 the construction of a 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 that remain from a previous development on 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 soil that underly and surround clusters of solar arrays shall be planted and maintained in perennial vegetation, 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 by qualified natural resource professionals (such as those at the Iowa Department of Natural Resources, Natural Resources Conservation Service (NRCS), and the **Des Moines County 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

**Commented [JL41]:** It previously referred only to 'the local Soil and Water Conservation District'. Since the Des Moines County district is separately referenced in the BESS chapter, this was modified for the sake of consistency.



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 ten (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.
5. A baseline soil sample shall be taken before 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 before the approval of a Siting Permit.
  - a) If 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 Owner and/or Operator shall provide the Board of Supervisors with 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.
6. A final soil sample shall be taken following the conclusion of decommissioning for the C-WES at the end of its operational lifespan. A report detailing the results of this sample shall be provided to the Board of Supervisors, along with an action plan to address contamination, if any was identified.
7. For all soil samples referenced in Sections D(4) through D(6) of this Article, the following shall apply:
  - a) Samples shall be taken at a rate of at least one sample for every one hundred (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).
  - c) Such sampling shall be performed by a licensed third party professional of the Board's choosing, at the Developer's expense, and the results shall be provided to the Board upon completion.

**Commented [JL42]:** It originally said that the Operator 'shall notify the BOS and provide an action plan'. With the addition of 4c above, it is already clear that they must NOTIFY the Board regardless of what the results are.

**Commented [JL43]:** Added in order to ensure that this is taken care of after decommissioning, to the same standard as previous samples.

**Commented [JL44]:** This section was rearranged to have these 3 statements listed at the end of Section D, so that it's clear that the same standards apply to ALL types of sampling - baseline, during operations, and after decommissioning. Previously, these 3 statements were all under #4, so it wasn't clear that the baseline and final samples needed to follow the same standards (which had always been the intention).

**Commented [JL45]:** Added the qualifier 'at least', since it previously made that specific ratio mandatory - no more, no less. It could be MORE, if they wanted to.

**Commented [JL46]:** This was added to ensure consistency with other sections of the ordinance that require non-biased third party credentials for this.

**Commented [JL47]:** Previously, the ordinance just said that such screening MAY be required 'if deemed necessary by the Board'. Since that is arbitrary, this has been modified to include specifics about when it would be required. Since 600 feet is double the minimum setback from non-participating dwellings, this would apply in any instance where the solar arrays would be somewhere in the range of 300 to 600 feet. It doesn't seem fair to require this for a distance of any greater than 600 feet, as the visual impact beyond that point will be much more minimal.

E. **Screening.** If a proposed C-SES will include any solar arrays within six hundred (600) feet of an occupied dwelling, civic building, and/or cemetery, the developer shall install a landscape buffer between the C-SES and the applicable property(ies).

1. Each landscape buffer shall be comprised of trees and/or shrubs, which when fully grown will result in a solid visual barrier of no less than fifteen (15) feet in height, for any portion of the solar array within six hundred (600) feet of the dwelling, civic building or cemetery.
2. This requirement may be waived if it can be demonstrated that the solar arrays would not be visible from within six hundred (600) feet of the applicable dwelling, civic building or cemetery, as a result of the natural terrain, or the presence of existing buildings or vegetation.



F. **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.
3. A C-SES shall be designed in accordance with the standards of the adopted Wildlife Monitoring and Mitigation Plan, to prevent wildlife collisions due to reflection from solar panels (see Article XI, Section B).

Commented [JL48]: This tie-in to Article XI was suggested by the County Attorney.

G. **Noise Volume.** The volume of noise generated by any component of a C-SES shall not exceed fifty (50) A-weighted decibels (dBA) when measured from an occupied dwelling or civic building on a non-participating property. Such measurements shall be taken from outside the building, at the point along the outer wall that is closest to the C-SES.

Commented [JL49]: Reduced from 55 to 50 dBA.

1. This requirement shall not apply during a severe storm or power outage, if electrical disturbances cause a temporary increase in noise during the course of the storm or outage.

Commented [JL50]: It previously said that the 55 dBA limit '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-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, 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 that 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-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.

J. **Fire Prevention and Waste Disposal.**

1. Solid and hazardous waste, including but not limited to crates, packaging materials, damaged or worn parts, and used oils and lubricants, shall be removed from the C-SES site in the manner and timing established by all applicable local, state, and federal regulations.

**Commented [JL51]:** Added this section in order to be consistent between wind and solar farms

K. **Design Standards and Technological Risk.** All components of a C-SES shall comply with the standards of IEC 61215 and IEC 61730 of the International Electrotechnical Commission, and shall not utilize any novel or experimental elements that have not been reliably tested and implemented for C-WES projects of a comparable size elsewhere.

**Commented [JL52]:** IEC 61215 and 61730 both apply to photovoltaic (PV) modules - 61215 is for performance, while 61730 is for safety

1. To confirm whether a proposed C-SES would meet this requirement, a technological risk evaluation shall be conducted by a licensed third party professional of the Board's choosing, at the Developer's expense. A report detailing the results of this evaluation shall be provided to the County and made available to the general public.
2. This requirement shall apply to the materials that comprise each of the following:
  - a) The major components of the solar arrays, including solar panels, support posts or columns, and subgrade foundation
  - b) All accessory equipment for storing or transferring energy, including inverters, transformers, cooling equipment, switching gear, metering equipment and transmission tie-lines

**Commented [JL53]:** Modified to be consistent with the chapter on C-WES

L. **Waivers.** The requirements for Sections B, E, F and G of this Article may be waived if written permission has been obtained from one or more individual property owners, and the waiver shall apply only to those specific property(ies).

1. In no instance shall any such waiver from a landowner have the effect of limiting the setback, lighting or reflection requirements that apply to an adjoining public roadway.

**Commented [JL54]:** Added this sub-section, to clarify that the waiver doesn't extend to adjoining roadways. Did the same for wind and battery.



## 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 structures that are voluntarily built near the C-BESS by a non-participating landowner after it has assumed operations.
2. For any C-BESS that contains non-aqueous 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)	300 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	
The property line of a cemetery	1,000 feet	
The property line of a public conservation areas	1,000 feet	

**Commented [JL55]:** This means that it isn't a water-based electrolyte (aqueous), as those are not flammable. The tables for #2 and 3 were flipped around to put the most restricted type of batteries first. Also, the description for #3 was modified, so that it did not have to contain language that sounds like a double negative ("that does NOT contain NON-aqueous lithium-ion..."). It just sounds better this way.

**Commented [JL56]:** Changed it from 250 to 300 feet, to be consistent with each of these being 2 times the setback for a non-lithium battery system.

**Commented [JL57]:** The reference to 'property line' was added, same as for wind and solar.

**Commented [JL58]:** Changed it from 500 to 1,000 feet, to be consistent with that of civic buildings on a nonparticipating property.

(cont'd on next page)

3. For any C-BESS whose battery equipment does not fit the description from Section B(2) of this Article, 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	
The property line of a cemetery	500 feet	
The property line of a public conservation area	500 feet	

Commented [JL59]: Changed it from 150 to 500 feet, to be consistent with that of civic buildings on a nonparticipating property.

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 beneficiar(ies) of that right-of-way or easement and provided to the Board of Supervisors before 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 Sections B(2) and (3) of this Article shall apply to the planned location of the right-of-way line at the conclusion of the 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. **Lighting and Reflection.** Any lighting that is installed on the premises of a C-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).
- D. **Noise Volume.**
1. The volume of noise generated by any component of a C-BESS shall not exceed fifty (50) A-weighted decibels (dBA) when measured from an occupied dwelling or civic building on a non-participating property. Such measurements shall be taken from outside the building, at the point along the outer wall that is closest to the

Commented [JL60]: Reduced from 55 to 50 dBA.



**C-BESS.**

- a) The requirement shall not apply during a severe storm or power outage, if electrical disturbances cause a temporary increase in noise during the course of the storm or outage.
2. In any instance where a C-BESS will be located within one-thousand five hundred (1,500) feet of an occupied dwelling or civic building on a non-participating property, noise reduction barriers shall be installed around the perimeter of the C-BESS, including all inverters, transformers and cooling systems.

**Commented [JL61]:** It previously said that the 55 dBA limit 'may be exceeded during short-term events such as utility outages and/or severe storms'.

**Commented [JL62]:** This requirement was added, since such barriers are now commonly used in BESS projects, following noise pollution issues being identified from earlier installations.

**E. 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, 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 that confirms that a fence of the specified porosity will not result in an increase in snow drifts on the adjoining roadway.

**F. Signs.**

1. All locked entry points for a C-BESS shall have signage that 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.

**G. Fire Prevention and Waste Disposal.**

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. Solid and hazardous waste, including but not limited to crates, packaging materials, damaged or worn parts, and used oils and lubricants shall be removed from the C-BESS site in the manner and timing established by all applicable local, state and federal regulations.
3. 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.

**Commented [JL63]:** Added this section in order to be consistent with wind and solar farms

#### H. Environmental Considerations

1. The Developer shall consult with the Iowa Department of Natural Resources and Des Moines County Soil and Water Conservation District, to obtain information regarding any sensitive environmental features within close proximity to the proposed C-BESS site (such as perennial streams, water bodies and wetlands).
2. If the aforementioned entities recommend a certain setback between the C-BESS and any such environmental features, no C-BESS shall be established within a shorter setback unless the Developer demonstrates that the C-BESS will include the following mitigation measures.
  - a) Secondary containment systems capable of capturing electrolyte leaks or fire-suppressant water runoff.
  - b) Retention systems for stormwater and firewater, sized for a one-hundred (100)-year twenty-four (24)-hour storm event, in addition to fire suppression volume.
3. For any containment and retention systems required by this Section, these shall undergo quarterly inspection and sampling during the first year of operations for the C-BESS, including testing for pH, any of the eight (8) RCRA metals, lithium, and any other contaminants of concern.
  - a) The Owner and/or Operator shall provide the results of these inspections to the Des Moines County Conservation Board.
4. If the presence of contaminants exceeds any applicable regulatory thresholds, the Owner and/or Operator shall develop an action plan to mitigate the contamination, in consultation with the Conservation Board and/or Soil and Water Conservation District.
  - a) Quarterly inspections of the applicable containment system(s) shall continue until the presence of contaminants is reduced below the regulatory thresholds, with the results of each inspection provided to the Conservation Board.
5. Once the initial inspection period has concluded, and any identified issues have been sufficiently mitigated, the C-BESS shall undergo periodic inspections and sampling, with no more than five (5) consecutive years transpiring between each subsequent inspection.
  - a) The Owner and/or Operator shall provide the results of each inspection to

**Commented [JL64]:** Added at the recommendation of Des Moines County Conservation, with discretion given to the DNR and Soil/Water Conservation on a case-by-case basis, rather than imposing arbitrary distance thresholds for which BESS sites would and would not require containment systems.

**Commented [JL65]:** This requirement for 5-year follow-up inspections was added in order to be consistent with Section D of Article XI (Wildlife Monitoring)



the Des Moines County Conservation Board.

- b) If the presence of contaminants exceeds any applicable regulatory thresholds, for any of the subsequent inspections, the Owner and/or Operator shall follow the same procedures outlined in Section H(3) and H(4) of this Article.

- 6. The Owner and/or Operator shall be responsible for the immediate containment, remediation, and restoration of all affected areas in the event of a release of hazardous materials, in accordance with all applicable State and Federal environmental laws.

- I. **Design Standards and Technological Risk.** All components of a C-BESS shall comply with the standards of NFPA 855 of the National Fire Protection Association, and shall not utilize any novel or experimental elements that have not been reliably tested and implemented for C-BESS projects elsewhere.

**Commented [JL66]:** NFPA 855 was already cited under Section H, but it seems like the most appropriate standard to reference here too, as there is no IEC equivalent for BESS (as with wind and solar).

- 1. To confirm whether a proposed C-BESS would meet this requirement, a technological risk evaluation shall be conducted by a licensed third party professional of the Board's choosing, at the Developer's expense. A report detailing the results of this evaluation shall be provided to the County and made available to the general public.

**Commented [JL67]:** Modified this section (and #2) to be consistent with C-WES and C-SES

- 2. This requirement shall apply to the materials that comprise each of the following:

- a) The battery equipment and the structures that contain them
- b) All accessory equipment to be used for storing or transferring energy, including inverters, transformers, cooling equipment, switching gear, metering equipment and transmission tie-lines

- J. **Waivers.** The requirements for Sections B and D this Article may be waived if written permission has been obtained from one or more individual property owners, and the waiver shall apply only to those specific property(ies), and not to any adjoining public roadways.

- 1. In no instance shall any such waiver from a landowner have the effect of limiting the setback, lighting or reflection requirements that apply to an adjoining public roadway.

**Commented [JL68]:** Added this sub-section, to clarify that the waiver doesn't extend to adjoining roadways. Did the same for Wind and Solar



## ARTICLE VI: SITING PERMIT – PRELIMINARY REVIEW

A. **Purpose.** Given the large size and extent of a C-WES, C-SES and/or C-BESS project, it is important to provide an early opportunity for the County, the Developer, and other local stakeholders to obtain a mutual understanding of the overall scope and impact of a proposed project, so that any necessary changes can be accommodated into the final design plans.

B. **Siting Permit Application.** The Developer shall apply 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.

**Commented [JL69]:** The original statement was as follows: "Given the size and potential impact of a C-WES, C-SES and/or C-BESS project, the County must conduct a Preliminary Review of the proposed project before final design plans are completed. In this phase of project development, the Developer will apply for a Siting Permit, and submit 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." The purpose statement was greatly simplified, in order to improve the flow of the narrative for Articles VS and VII.



- b) The location and setback measurement of all existing buildings, structures, utilities and property lines within the minimum required setback distance for each proposed wind turbine tower, cluster of solar arrays, and/or battery device (as outlined in Section B of Articles III through V of this Ordinance), plus an additional two-hundred (200) feet. Distance measurements for structures on non-participating properties may be approximated using aerial photography.
  - c) 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.
  - 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 to obtain compliance with the *Des Moines County Floodplain Management Ordinance*.
2. A report from a licensed 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, and dimensions.
  - 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

**Commented [JL70]:** There was previously a statement at the end of sub-section 'c', which said that, "This shall include labels to indicate the distance between the two in each case". We shouldn't specify what form the information takes, so long as it's provided in some form (labels on a map, or an accompanying table listing out the measurements for each structure). Requiring everything to be on the map itself could make for a very cluttered map that's difficult to read.

**Commented [JL71]:** Previously didn't reference property lines. Also added the cross-reference to Sections III through V, just so it's 100% clear what this is referring to.

**Commented [JL72]:** Was previously, 'licensed structural engineer' - changed to remove the word 'structural', since that qualifier may not always be relevant. The same change was made in Article VII.

**Commented [JL73]:** It originally said, 'design characteristics, appearance, dimensions, etc.' The inclusion of the 'etc' in 2023 was an oversight - this is highly vague and impossible to enforce. The same change was made in Article VII.



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

3. A description of the procedures to be used for monitoring ice accumulation on wind turbine blades, and the mitigation measures to be used for preventing ice throw (for Commercial Wind Energy Systems only).
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. 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.
6. Any signed waivers for the minimum setback requirements in Articles III through V of this Ordinance.
7. 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.
8. 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.
9. 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.
10. 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) Sound 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 C(8)).
  - 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(1)).
  - h) Stormwater Management Plan (for Commercial Solar Energy Systems only – see Article VII, Section E(1)).

**Commented [JL74]:** This was previously only referenced in Article VII - adding it here will ensure that they provide this information up front, before final plans are put together.

- i) Soil Maintenance Plan, and results of the baseline soil sample addressed in Article IV, Section D(5) of this Ordinance (for Commercial Solar Energy Systems only – see Article VII, Section E(2)).

D. **Fee Structure.** All applications for Preliminary Review of a Siting Permit shall be accompanied by the payment of an administrative fee.

1. The fee structure for a Preliminary Review of a Siting Permit shall be set through resolution by the Board of Supervisors.
2. The fee rate shall be structured so that the amount is directly proportional to the amount of time spent by County staff and officials administering and overseeing the application review process.
3. 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.
4. Once established, the Board may modify said fee structure by resolution, as necessary.

**Commented [JL75]:** It previously stated in the opening paragraph of Section F that the fee rate is intended to compensate County staff and officials for the review process. This has been expanded, in order to further ensure that this isn't exploited to become a profit-generation strategy for the county. Did the same for Article XII.

E. **Application Submitted – Notice to Property Owners.**

1. Upon the submission of a complete Siting Permit application, notification shall be provided to the owners and occupants of all properties within one (1) mile of each wind turbine, solar array and/or battery equipment installation. Said notice shall contain the following:
  - a) A statement that a Siting Permit application for a C-WES, C-SES and/or C-BESS has been submitted for land within one (1) mile of their property.
  - b) Basic information about the proposed project, including the type of System, its general location, and the overall size of the System.
  - c) A statement that a Public Hearing for preliminary review of the proposed C-WES, C-SES and/or C-BESS will be conducted within ninety (90) days, and the owner will be notified in advance, once that Hearing has been scheduled.
  - d) A request for the owner to provide any information that they feel may be relevant to the enforcement of this Ordinance, concerning the impact of the proposed project on nearby properties.

**Commented [JL76]:** Added this section in order to give advanced notice to property owners, well before the public hearing.

F. **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 all applicable requirements, the Administrator shall notify the Developer of any such issues, and provide an explanation of what changes are necessary.
3. The Developer shall coordinate with the Administrator to address any identified issues and make any necessary changes to the project plans or documentation.
4. The Administrator shall furnish copies of the submitted application to the representatives of the following County Departments for their review before the Public Hearing: Assessor, Auditor, Conservation, Emergency Management, E911/GIS, Health and Secondary Roads.
5. 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.

- a) This report shall also include a summary of any comments submitted by the aforementioned County Departments and nearby property owners.

G. **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 battery equipment installation 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. If a non-participating landowner submits a comment before or during the public hearing, which claims that the proposed C-WES, C-SES and/or C-BESS will not comply with the minimum requirements of this Ordinance, said landowner shall be responsible for providing the Board with sufficient evidence that demonstrates the accuracy of this claim.
  - a) This requirement shall apply in any instance where a landowner claims that a building on their property has not been provided with the minimum setbacks established for a C-WES, C-SES and/or C-BESS. If the building in question is a dwelling that is not yet ready for occupancy, the owner shall provide sufficient evidence that demonstrates that it will be ready for occupancy within one (1) year.
3. Following the conclusion of the 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 request additional information be submitted by the Developer before granting consent to proceed, if it is deemed necessary to confirm compliance with all applicable requirements of this ordinance, or adequately inform the general public and individual property owners of the impact of the project.

**Commented [JL77]:** Removed the phrase 'in order to ensure compliance' at the end.

**Commented [JL78]:** This was added in conjunction with 5a, in order to ensure that all such departments have an opportunity to review and provide feedback (similar to how subdivision plats are reviewed).

**Commented [JL79]:** This previously referred to a 'C-BESS', but that wasn't clear whether the measurement is coming from the battery equipment itself, or to the boundary of the participating property that it sits on. This change was made several more times throughout Articles VI and VII.

**Commented [JL80]:** This section was added in order to substitute for a reference to homes under construction in the definition of an 'occupied dwelling'. This has been reframed under the umbrella of public comments during preliminary review. This language ensures that the burden of proof is on the person making the claim, but it still allows for accommodations to be made prior to Final Review, if the Board determines that the developer missed any pertinent information in their initial design of the project.

**Commented [JL81]:** It originally referred to 'the final public hearing'. It's possible that a second hearing would be necessary, but the phrase 'final public hearing' could be confusing, since it isn't clear whether that's referring to 'the final hearing for the preliminary review', or 'the final hearing for the development overall' (done at the final review stage, as outlined in Article VII).

**Commented [JL82]:** There used to be a separate section (the original #3), which sub-section 'a' is meant to replace: "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." It was restructured to match the corresponding section in Article VII (Section I(2)).



- b) 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, before the Board's Consent to Proceed.
  - c) 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 battery equipment installation, 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.
  5. Granting Consent to Proceed shall authorize the Developer to initiate the Final Review of a Siting Permit, following the completion of final design plans (as outlined in Article VII).

**H. Validity of Active Permit Applications.** If the developer does not initiate the Final Review of a Siting Permit within one (1) year 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 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 before the close of the two (2)-year permit period.
2. In any instance where a Siting Permit application has expired, the Developer may reapply for a new Siting Permit, subject to all applicable requirements outlined in this Article.

**Commented [JL83]:** This conclusion was previously IMPLIED, but it will be easier to follow along in Articles VI and VII if it is explicitly stated like this.

**Commented [JL84]:** Changed from 2 years to 1 year. It was always 2 years after the Permit was approved, so the same time frame was used between Preliminary and Final Review of the permit application. But upon further evaluation, 1 year should probably be plenty of time for this step. And there's always the opportunity to request an extension. Also changed the language from, 'If the developer does not submit final plans' to 'if the developer does not initiate the Final Review of a Siting Permit'.



## 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, the Developer must supply sufficient detail regarding the final scope and design elements of the project, so that the County can confirm whether 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 (as outlined in Article VI, Section B of this Ordinance).

1. If any of the information from the previously submitted Siting Permit application 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 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 final 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 information listed under Article VI, Section C(1) of this Ordinance.
2. A report from a licensed engineer containing all of the information listed under Article VI, Section C(2) of this Ordinance, plus the following:
  - a) A description and technological explanation of the lightning protection system, fire suppression system, and Aircraft Detection Lighting System to be installed as part of a C-WES.
3. A sound analysis and summary report from a licensed 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 (50) dBA, the Developer shall present a mitigation plan to reduce the impact to no greater than the aforementioned level. Details of said mitigation plan shall be provided to the applicable property owner(s) before the Public Hearing being held on the proposed C-WES, C-SES and/or C-BESS.
4. Documentation confirming that the developer has obtained legal permission from

**Commented [JL85]:** Added this cross-reference, to make sure it's clear that everything from that section of Article VI still applies.

**Commented [JL86]:** Previously said, 'any substantial changes'.

**Commented [JL87]:** It previously listed all of the same information as Article VI, Section C(1). In order to streamline the document and eliminate redundancy, a cross-referenced to that section has been substituted for the complete listing. Also, added the qualifier of 'FINAL Site Plan' to distinguish from Article VI ('DRAFT Site Plan').

**Commented [JL88]:** It previously listed all of the items from Article VI, Section C(2). Once again, a cross-reference was substituted, though the item about lightning/fire/aircraft was kept, since it only applies during the Final Review.

**Commented [JL89]:** While these systems were already required, the previous draft never explicitly stated that they must be addressed as part of the required engineering report.

**Commented [JL90]:** It originally said 'licensed structural engineer' - removed the word 'structural'.

**Commented [JL91]:** Changed from 55 to 50 dBA - this should have been changed previously to reflect the change in decibel requirement from Article III (oversight).

**Commented [JL92]:** This ensures that the owner will be aware of the specifics, and have an opportunity to provide feedback before the Supervisors approves the permit.



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 Articles 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 confirm 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) The procedures for waste disposal, including the manner and frequency with which crates, packing materials, damaged or worn parts, and used oils and lubricants will be removed from the C-WES, C-SES and/or C-BESS.
  - e) A copy of all safety manuals for operations and maintenance personnel, from both the Owner and/or Operator and the manufacturer of the System components, 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.
9. A copy of the final Road Use Agreement with Des Moines County Secondary Roads, as outlined in Article X, along with financial security that guarantees

**Commented [JL93]:** Removed sub-section 'f': "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". Article III, Section L already requires that non-participating property owners be compensated for excess crop-spraying costs, and it would be difficult to prove in advance whether this would even be an issue for the applicators. This shouldn't be relevant for solar or battery - only for wind.

**Commented [JL94]:** Added to ensure that they demonstrate compliance with the new Section J(3) of Article III (and corresponding sections of Article IV and V).

**Commented [JL95]:** It previously did not specify who the manual was coming from, and it was assumed to apply only to the Owner/Operator. It was also assumed that there would be only one manual - changed to refer to 'all safety manualS', if there is more than one.



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 by the Des Moines County Conservation Board before its submittal to the Board of Supervisors.
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 before its submittal to the Board.
12. A Decommissioning Plan, as outlined in Article XIII of this Ordinance, along with financial security that guarantees payment for all costs associated with the decommissioning of the C-WES, C-SES and/or C-BESS.
13. Information regarding the extent of the Liability Insurance policy that will apply to the C-WES, C-SES and/or C-BESS, in accordance with Article XII, Section E of this Ordinance.
  - a) This shall be accompanied by confirmation that the insurance 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).

**Commented [JL96]:** Previously said, 'shall be reviewed and approved by' - this should have already been changed, to be consistent with Article XI.

**Commented [JL97]:** Added a direct reference to this new section in Article XII, so that it is clear WHY such information is being requested from the developer. Also, it was changed from the more generic 'any insurance policy' to 'the liability insurance policy'.

**Commented [JL98]:** Added this word just to be clear what this is referring to.

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 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 thirty (30) hours per year, the Developer shall present a mitigation strategy to reduce the impact to no greater than the aforementioned levels. Details of said mitigation strategy shall be provided to the applicable property owner(s) before the Public Hearing being held on the proposed C-WES.
  - c) Mitigation strategies 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).
2. A description of the procedures to be used for monitoring ice accumulation on wind turbine blades, and the mitigation measures to be used for preventing ice throw.

**Commented [JL99]:** It previously said, 'licensed structural engineer'. Removed the word 'structural'.

**Commented [JL100]:** Added to be consistent with Section C(3)(b).

**Commented [JL101]:** This was originally under Section C(8), as part of the Operations & Maintenance Plan. In hindsight, it makes more sense to have it here, since it only applies to C-WES. Also, it was added to Article VI, so that the ice throw strategy has been outlined prior to final plans being prepared.



3. Documentation confirming that the developer has consulted with the National Telecommunications and Information Administration (NTIA), and thereby obtained confirmation that the proposed C-WES is not likely to cause Electromagnetic Interference with radio, telephone, Internet, broadband, Doppler radar or television signals.

**Commented [JL102]:** This section was added to dovetail with Section G in Article III, concerning electromagnetic interference. This ensures that the issue is addressed proactively before the wind farm becomes operational.

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, 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 stored on site.
  - d) Photographs and illustrations of the proposed practices shall be provided, with examples from previous projects in similar communities whenever possible.
3. A report outlining the results of the baseline soil sample addressed in Article IV, Section D(5) of this Ordinance.

**Commented [JL103]:** It previously said, '...will be regularly stored on site'

**Commented [JL104]:** It previously said that such photographs and illustrations are 'strongly encouraged'. It was modified to state that they are required IN SOME FORM, though there is still flexibility as to whether examples from previous projects will be included.

F. **Fee Structure.** All applications for Final Review of a Siting Permit shall be accompanied by the payment of an administrative fee.

1. The fee structure for Final Review of a Siting Permit shall be set through resolution by the Board of Supervisors.
2. The fee rate shall be structured so that the amount is directly proportional to the amount of time spent by County staff and officials administering and overseeing the application review process.
3. 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.
4. Once established, the Board may modify said fee structure by resolution, as

**Commented [JL105]:** It previously stated in the opening paragraph of Section F that the fee rate is intended to compensate County staff and officials for the review process. This has been expanded, in order to further ensure that this isn't exploited to become a profit-generation strategy for the county. Did the same for Article XI.



necessary.

G. **Application Submitted – Notice to Property Owners**

**Commented [JL106]:** Added this section to be consistent with the process outlined in Article VI.

1. Upon the submission of a complete Siting Permit application, notification shall be provided to the owners and occupants of all properties within one (1) mile of each wind turbine, solar array and/or battery equipment installation. Said notice shall contain the following:
  - a) A statement that a Siting Permit application for a C-WES, C-SES and/or C-BESS is being reviewed for land within one (1) mile of their property.
  - b) Basic information about the proposed project, including the type of System, its general location, and the overall size of the System.
  - c) A statement that a Public Hearing for final review of the proposed C-WES, C-SES and/or C-BESS will be conducted within ninety (90) days, and the owner will be notified in advance, once that Hearing has been scheduled.

H. **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 Developer** before the Board **granted 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 not to 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**.
3. The Developer shall coordinate with the Administrator to address any identified issues and make any necessary changes to the project plans or documentation.
4. The Administrator shall furnish copies of the submitted application to the representatives of the following County Departments for their review before the Public Hearing: Assessor, Auditor, Conservation, Emergency Management, E911/GIS, Health and Secondary Roads.
5. 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.
  - a) This report shall also include a summary of any comments submitted by the aforementioned County Departments and nearby property owners.

**Commented [JL107]:** Previously said, "agreed to by the Board and the Developer"

**Commented [JL108]:** Removed the phrase 'in order to ensure compliance' at the end.

**Commented [JL109]:** This was added for the sake of consistency with Article VI.

I. **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 **battery equipment installation**, 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 before 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 before 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, before Board approves 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 **battery equipment installation**, 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.
4. **The approval of a Siting Permit shall authorize the Developer to begin construction of the C-WES, C-SES, and/or C-BESS, and all such construction shall be completed prior to the expiration of the Permit.**

J. **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.

**Commented [JL110]:** As with the corresponding section of Article VI, this statement was IMPLIED, but having it explicitly stated improves the flow of the text, and makes it clearer for enforcement purposes.



- 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 before the close of the two (2)-year permit period.
2. A Siting Permit may be revoked by the Board, if it is determined that a C-WES, C-SES, and/or C-BESS has been constructed in a manner that is not consistent with what had been presented to the Board before the approval of the Permit, due to changes to the physical design and/or location of the structures and equipment.

**Commented [JL111]:** This section previously said, "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."

## ARTICLE VIII: METEOROLOGICAL EVALUATION TOWERS

- A. **Permitting Requirements.** When proposed for temporary use in relation to a proposed Commercial Wind Energy System, meteorological evaluation towers shall require an approved **MET Tower Permit** before 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 **MET Tower 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.

**Commented [JL112]:** Changed from 'Siting Permit' - this occurs several more times in this article.



6. Payment of an administrative fee for review of the **MET Tower 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 **to ensure conformance with the requirements in** Section C of this Article, and following the completion of this review, shall act to either approve or deny the **MET Tower Permit** request.

1. The Administrator may attach additional conditions to the approval of a **MET Tower Permit**, which shall be limited to anything deemed necessary to protect the public health, safety and community welfare.
2. The approval of a **MET Tower Permit** shall not be construed as the approval of any C-WES eventually proposed for construction on the same site or nearby properties. Before submitting a **MET Tower Permit** application, Developers are strongly advised to assess the relative viability of a system at that location, **in conformance with the** requirements listed in **Article III** of this Ordinance.

**Commented [JL113]:** It previously said that the Administrator 'shall review the materials in relation to Section C of this Article'. This language is ambiguous, and it should be clear WHY the application needs to be reviewed in relation to Section C. Section B(2) was similarly adjusted, as it previously said, 'in relation to the requirements in Article III...'

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.

**Commented [JL114]:** This previously referenced Article VII by mistake.

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 before the commencement of the applicable phase.
  - b) The designated points of contact shall be readily available to respond to public comments, complaints and inquiries, whether by telephone, regular mail, or 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, if 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.

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,

**Commented [JL115]:** There was previously a fourth item under Section 2 (d), which read as follows: "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." This was intended to substitute for the lack of a Board of Adjustment, as would be the case if this were part of a zoning ordinance. But following further evaluation, it wouldn't make sense to have the people appealing a staff decision to the elected officials (in contrast, a Board of Adjustment is a volunteer board of appointees). Ultimately, the developer could just take the County to Court, if they felt the Board or Administrator weren't treating them fairly.



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 contact information for a C-WES, C-SES, and/or C-BESS has been modified in any way.

Commented [JL116]: There was a typo where it says 'contract', instead of the intended 'contact'.

**D. Inspections and Required Access.**

- 1. The Administrator shall be allowed access to a permitted C-WES, C-SES and/or C-BESS at any time, 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. 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, 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 **oversize/overweight loads** associated with a Wind, Solar or Battery Energy System is likely to cause substantial traffic disruptions along public roadways in the project area. This 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 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.

**Commented [JL117]:** Previously said, "The transport of heavy, oversized equipment associated with a...". This was changed to use the standard terminology of Secondary Roads and the Iowa DOT. The same change was made in Section B(4).

- 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, **before any roadways are used for the transport of oversized equipment for a C-WES, C-SES, and/or C-BESS.**
1. For the **initial construction** of a C-WES, C-SES and/or C-BESS, the Developer shall enter into a Road Use Agreement and submit documentation of such agreement to the Administrator, before approval of a Siting Permit by the Board of Supervisors.
  2. For the **planned decommissioning** of a C-WES, C-SES and/or C-BESS **at the end of its operational lifespan, or the repowering of any such system in its entirety**, the Owner and/or Operator shall contact the County Engineer no less than three-hundred sixty-five (365) days prior to the **planned decommissioning or repowering**, to begin development of the agreement.
  3. **For any targeted decommissioning activities resulting from damage sustained in an emergency event, the Owner and/or Operator shall contract the County Engineer no less than seven (7) days after the damaging event, to coordinate the transportation of any oversized equipment necessary to disassemble and transport damaged components.**
    - a) **If the Owner and/or Operator intends to repower the damaged portion after the original components have been removed, they shall contact the County Engineer no less than thirty (30) days prior to the planned transportation of replacement components.**
  4. Under no circumstances shall any **oversize/overweight loads** associated with the construction, repowering or decommissioning of a C-WES, C-SES and/or C-BESS be transported on Des Moines County roadways before the adoption of a Road Use Agreement that covers such transportation activities.

**Commented [JL118]:** The reference to full repowering was added, as it wasn't previously clear what requirement would apply in that scenario.

**Commented [JL119]:** It previously required 30 days for both decommissioning AND repowering as a result of a damage event. This wouldn't work if the ordinance also requires that damaged equipment be removed within 30 days. So these were separated in order for repowering to stay at 30 days, while the requirement is shortened to 1 week for the removal of damaged equipment.

C. **Road Use Agreement – Submission Requirements.**

1. The Road Use Agreement shall clearly outline the roles and responsibilities regarding the use of County roadways during the construction **or decommissioning** 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, **Owner and/or Operator** shall supply the County Engineer with the following information:
    - a) The anticipated start and end dates of construction or decommissioning 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 description of the planned communication process between the County Engineer and the Developer, Owner, and/or Operator during the development of the Agreement, and throughout the construction, repowering or decommissioning. This shall include details regarding the timing, location and format of meetings, and coordination of reviewing and refining the draft document before its adoption.
  3. The Developer shall be responsible for any administrative fees associated with developing a Road Use Agreement with Des Moines County Secondary Roads.
- D. **Cost Estimate.** Following the submittal of all information required by Section C of this Article, the County shall obtain an estimate for 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.
1. The cost estimate shall be prepared by a professional engineer licensed in the State of Iowa, at the Developer's expense.
  2. A baseline survey shall be conducted, to assess and evaluate existing roadway conditions before 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.

**Commented [JL120]:** Typo - changed from 'Developer' (listed twice by mistake) to 'Operator'

**Commented [JL121]:** Previously, it was structured so that the developer must obtain and submit the cost estimate, and then the County must have it reviewed by a third party. This makes sense for decommissioning, when it concerns the deconstruction of private property. But in the case of road repairs, the County can cut out the middleman and directly initiate the preparation of the cost estimate. Also, sub-section #5 was removed for the same reason.

4. The cost estimate shall also include the cost of providing **general** liability insurance coverage **to non-participating property owners**, in the event that the Developer's liability insurance coverage lapses for any reason.

**Commented [JL122]:** It previously didn't specify 'general liability', and it referred to providing such insurance 'to the County' - this was meant to refer to non-participating owners all along, and not the County itself.

E. **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. Before 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 D 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.

F. **Construction – Notification of Local Officials.**

1. 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 and County Engineer, along with each of the following:
  - a) The Des Moines County Emergency Management Agency
  - b) The Fire Department(s) that cover any portion of the C-WES, C-SES and/or C-BESS project area, **and any other Fire Departments with Mutual Aid agreements to provide services within that area**
  - c) **The EMS/ambulance service(s) that cover any portion of the C-WES, C-SES and/or C-BESS project area, and any other EMS/ambulance services with Mutual Aid agreements to provide service within that area**
  - d) The Des Moines County Sheriff's Department, and all Fire Departments and EMS/ambulance services that serve the project area (including through Mutual Aid agreements)
  - e) **Representatives of any School District(s) that provide bus transportation within the project area.**
2. The Administrator and the other aforementioned entities shall be notified if 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.

G. **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 and County Engineer, along with a list and/or map of the property owners that were contacted.

H. **Construction Monitoring and Emergency Repairs.** The Administrator and County Engineer shall monitor the construction process and notify the Developer if any major damage to County roadways or utility infrastructure has 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 damage 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 E of this Article.

I. **Certificate of Completion.**

1. Following the conclusion of all construction, repowering, or decommissioning activities, the County Engineer shall inspect the condition of all roadways covered by the Road Use Agreement.
2. Once all such roadways are determined to be in acceptable condition under the terms of the Agreement, the Engineer shall issue a Certificate of Completion to the Developer, Owner, and/or Operator, attesting to the same.

## 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.** Before 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 negatively impact the long-term sustainability of wildlife populations in Des Moines County, including migratory birds, birds of prey, 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, and a buffer of three (3) miles around any portion of the project perimeter that is within three (3) miles of the boundary of a public conservation area. These studies shall be used as a baseline for comparison with post-construction conditions.
    - a) Such studies shall be conducted by a licensed third party professional of the Board's choosing, at the Developer's expense.
    - b) Such field studies shall be conducted in compliance with the recommendations of the Land-Based Wind Energy Guidelines (WEG) from the U.S. Fish and Wildlife Service.
    - c) Such studies shall include, but not be limited to, the following: acoustic bat monitoring, migratory bird observations and radar monitoring, raptor and eagle nesting surveys, and assessments of wetlands, riparian corridors and hibernacula.
  2. Documentation of consultation and/or correspondence with the Des Moines County Conservation Board, Iowa Department of Natural Resources, and U.S. Fish and Wildlife Service, regarding the presence of any migratory birds, birds of prey, bats or other endangered species that could be negatively impacted by the project. This may include the Mississippi Flyway, active and non-active bald eagle nests, riparian corridors, and maternity, foraging and roosting habitats for any endangered bat species.
  3. Confirmation that the operations of the C-WES, C-SES and/or C-BESS will not negatively impact the long-term sustainability of any wildlife species that is protected under Chapter 481B of the Iowa Code, the Federal Endangered Species Act, the Migratory Bird Treaty 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.

**Commented [JL123]:** This 3-mile buffer was added to ensure that conservation areas are taken into account when a wind or solar facility is planned nearby.

**Commented [JL124]:** Added in order to ensure that the County gets to make the final decision, regardless of whether any particular firm had been recommended by the developer directly.

**Commented [JL125]:** Added the phrase 'recommendations of the'

**Commented [JL126]:** It previously referred to, "any endangered species within the proposed project area", and the last sentence was part of sub-section 'a'. These were consolidated into a single paragraph for #2.

**Commented [JL127]:** It previously said, "Demonstrable evidence that the operations of...". The use of such an ambiguous phrase could make enforcement difficult.



5. A predicted mortality rate for avian and bat species in the project area, to be used as a baseline in post-construction monitoring (as outlined in Section D of this Article).

**Commented [JL128]:** Previously said, 'all applicable wildlife species'. This was meant to refer back to the previous sections, but in hindsight, it isn't entirely clear which species this is referring to - it was changed to be consistent with the opening paragraph of Section D.

- a) This rate shall be minimal enough not to negatively impact the long-term sustainability of the applicable species populations in Des Moines County. If data suggests that the rate may have such an impact, then measures shall be made to reduce the impact, in accordance with Section B(6) of this Article.

6. 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 sensitive environmental sites that have been identified by local, state or federal conservation agencies 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, to be consistent with the recommendations of the Iowa Department of Natural Resources and/or U.S. Fish and Wildlife Service, regarding a particular species or type of habitat area.
- d) Restoration efforts to establish a replacement wildlife habitat at an off-site location, in any instance where sensitive habitat losses are deemed to be 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.

**Commented [JL129]:** This was modified to state that these sites must be identified by a public conservation agency - not just a private landowner.

**Commented [JL130]:** Removed 'Des Moines County Conservation Board'

**Commented [JL131]:** Removed this section at the end: "...following consultation with the Des Moines County Conservation Board, Iowa Department of Natural Resources, and U.S. Fish and Wildlife Service."

7. 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.**

1. The Des Moines County Conservation Board shall review the Wildlife Monitoring and Mitigation Plan, and submit any relevant comments to the Board of Supervisors.
2. The Board of Supervisors shall act to approve and adopt the Wildlife Monitoring and Mitigation Plan, in conjunction with the approval of a Siting Permit for the C-WES, C-SES and/or C-BESS.

**Commented [JL132]:** It previously said that the Board shall solicit comments from property owners, and submit a recommendation to the Board of Supervisors as to whether the Plan should be approved and adopted.

- 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. The Owner and/or Operator shall submit an Annual Monitoring Report to the Board of Supervisors and Des Moines County Conservation Board for each of the three (3) years within the post-construction monitoring period. Each report shall include the following:
  - a) The methods utilized for data collection
  - b) Listings of raw data and any observed trends
  - c) Analysis of avian and bat mortality rates
3. If the observed mortality rate exceeds the predicted rate in the Wildlife Monitoring and Mitigation Plan, the Owner and/or Operator shall identify and implement specific strategies for mitigating the problem, including but not limited to:
  - 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) Implementation of deterrent technologies or operational adjustments to prevent wildlife mortality.
  - c) Modifications to the placement, intensity or duration of lighting used within the C-WES, C-SES and/or C-BESS.
  - d) 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.
  - e) Temporary shutdowns of C-WES, C-SES and/or C-BESS equipment, during specific times of day and/or specific seasons. For a C-WES, this may include rotating wind turbine blades to an angle where they produce minimal rotational force (known as "feathering").
  - f) Off-site habitat creation/restoration efforts to attract wildlife away from the C-WES, C-SES and/or C-BESS.
4. If it is necessary to implement specific mitigation strategies during the post-construction monitoring period, the Owner and/or Developer shall consult with the County Conservation Board, Iowa Department of Natural Resources and U.S. Fish and Wildlife Service, and present their specific mitigation plans to the Board of Supervisors and County Conservation Board before implementation.
5. The results of any necessary mitigation strategies shall be identified in each subsequent Annual Monitoring Report, until evidence shows that the mortality rate has been reduced to levels consistent with those established in the Wildlife Monitoring and Mitigation Plan.
  - a) The three (3)-year requirement for the submittal of an Annual Monitoring Report shall be extended in any instance where additional documentation



is necessary to ensure the success of mitigation strategies.

6. Once the initial monitoring period has concluded, and any identified issues have been sufficiently mitigated, avian and bat populations shall periodically be monitored by a licensed third party professional, with each monitoring period comprising a length of no less than one (1) year, and no more than five (5) consecutive years transpiring between each subsequent monitoring period.
  - a) The Owner and/or Operator shall then submit a Wildlife Monitoring Report to the Board of Supervisors and Des Moines County Conservation Board following the completion of each monitoring period.
  - b) If the observed mortality rate exceeds the predicted rate in the Wildlife Monitoring and Mitigation Plan, for any of the subsequent reports, the Owner and/or Operator shall follow the same procedures listed in Sections D(3) through D(5) of this Article, until the issue is successfully mitigated.
7. All post-construction monitoring reports shall be made available for viewing by the general public.

**Commented [JL133]:** As originally worded, it said that, "...the Owner/Operator shall submit a Wildlife Monitoring report to the BOS and DMCCB once every 5 years". This wording provides more ambiguity than what was intended. Does once every 5 years mean 'exactly 5 years apart' or 'at any point over a 5-year period'? It was reworded to ensure that no more than 5 years can transpire between monitoring period, and the period must be at least 1 year in duration. They are welcome to do it more often, but the ordinance sets the bare minimum.

## 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.** Before 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, and/or C-BESS.

1. The Emergency Response Plan shall address emergency incidents, including but not limited to:
  - a) Natural disaster/severe weather, including lightning, hail, earthquakes, wildfires, and tornadoes and similar high wind events
  - b) Fire/explosion
  - c) Security breach
  - d) Capacity/transmission issues
  - e) Environmental/chemical issues, including HAZMAT
  - f) Medical emergencies, involving construction or maintenance personnel
  - g) Ice throw and the accumulation of ice on a wind turbine blade.
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 professionals can readily locate and safely obtain access to the C-WES, C-SES and/or C-BESS in the event of an emergency.
4. The Plan shall demonstrate the ability of the Operator's emergency contact to readily coordinate the deployment of their own personnel to the site within one (1) hour after an emergency is reported, as necessary.
5. The Plan shall address the roles and responsibilities of local emergency response professionals, in relation to the Operator's own personnel, during an emergency event. It shall also demonstrate that the Operator's personnel will have sufficient training to safely and effectively exercise the responsibilities delegated to them by the Plan.
6. An Emergency Response Plan for a C-WES shall demonstrate the ability to readily identify potential locations for the emergency landing of medical evacuation aircraft within the vicinity of the C-WES, as necessary.

**Commented [JL134]:** Previously, it said that, "the Plan shall address all possible emergency incidents, including but not limited to the following." Referring to 'all possible incidents' opens the door to any conceivable thing that any one person might consider to be an 'emergency'.

**Commented [JL135]:** It originally said, 'will be able to coordinate the immediate deployment of...' Removed the word 'immediate' and added the 1 hour timeframe, as 'immediate' is open to interpretation.

**Commented [JL136]:** It previously said that, "The plan shall demonstrate that the Operator's emergency contact will be able to coordinate the deployment...after an emergency is reported". This presumes that every single emergency will necessitate their on-site presence. It's more important to confirm that they CAN do so, not that they WILL do so in every single instance. The qualifier 'whenever necessary' was added at the end to address this. For the same reason, the phrase 'will be feasible for' was used to replace 'will be able to'.

**Commented [JL137]:** Typo corrected from 'safety' to 'safely'

**Commented [JL138]:** It previously said, "shall include the designation of landing zones for medical evacuation...". The goal is to confirm that will be possible to readily identify such zones during an emergency, as it will be impossible to designate every single site ahead of time, given that there are numerous places within the project area where an emergency could occur.

(cont'd on next page)



7. An Emergency Response Plan for a C-BESS shall include the following, to reduce the risk of fire, electric shock and other injuries:
- 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.
  - Procedures for the inspection and testing of associated alarms, interlocks and controls.
  - 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 emergency response professionals for potentially dangerous conditions in the event of a system failure.
  - Procedures for conducting drills of the aforementioned procedures during training exercises for emergency response professionals.
8. In recognition of the reality that by necessity, rural Fire Departments are often staffed by volunteers with limited resources, the Plan shall address the potential need for special assistance as follows:
- If required by the Fire Department(s) and/or EMS/ambulance services(s) covering the project area, the Plan shall accommodate specialized training for 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 service provider.
  - The Plan shall address whether it would be necessary for the developer to compensate Fire Department(s) or other emergency response personnel for any specialized services that are especially costly and unique to an emergency involving wind turbine(s), solar array(s), and/or battery equipment. The Plan shall also provide an explanation for how the fee for such services would be calculated.
9. The Plan shall include the provision of an annual on-site tour for local emergency response professionals, to ensure adequate awareness of all critical infrastructure within the C-WES, C-SES and/or BESS in the event of an emergency.
10. 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.

**Commented [JL139]:** Sections 8a and 8b were originally separate. They were combined together with this opening sentence that explains why such assistance could be necessary.

**Commented [JL140]:** Added the qualifier at the beginning, so that this isn't construed as mandatory, in the absence of feedback from the emergency response providers.

**Commented [JL141]:** This section previously read as follows: "The Plan shall include a schedule of fees for services by Fire Departments and other emergency response professionals in the event of an emergency, with appropriate rates for individual services, on either an hourly or per-incident basis." As reworded, the fees aren't mandatory in every instance, and the need for them is evaluated on a case-by-case basis.

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

- The Emergency Response Plan shall be submitted to the following for review and adoption:
  - The Des Moines County Emergency Management Agency
  - The Fire Department(s) that cover any portion of the C-WES, C-SES and/or



C-BESS project area, and any other Fire Departments with Mutual Aid agreements to provide service within that area

- c) The EMS/ambulance service(s) that cover any portion of the C-WES, C-SES and/or C-BESS project area, and any other EMS/ambulance services with Mutual Aid agreements to provide service within that area
  - d) The Des Moines County Sheriff's Department
2. The Developer shall provide documentation of such to the Board of Supervisors, confirming that the aforementioned entities have all had the opportunity to review and adopt the Plan before the approval of a Siting Permit by the Board.
3. The Owner and/or Operator shall submit the Emergency Response Plan to the County Emergency Management Agency, Fire Department(s), EMS/ambulance service(s) and County Sheriff's Department for review and re-adoption on an annual basis, and shall be responsible for making any necessary modifications to the Plan before its 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, repowering, and/or decommissioning of those component(s), as well as the restoration of any and all non-participating property with damage that was proximately caused by the C-WES, C-SES, and/or C-BESS. This shall apply to both participating and non-participating properties.

1. If the emergency event results in conditions that present either an imminent danger to public safety, and/or the threat of environmental contamination, then the owner and/or operator shall mitigate all such danger within thirty (30) days of the damage event, through the demolition, disassembly and removal of all damaged components, along with the removal of any debris and surface-level contamination. 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 that are at imminent risk of collapse, or otherwise 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.
  - d) An area of scattered debris.
2. For any non-participating property where the soil was contaminated by chemicals leaking from a damaged C-WES, C-SES and/or C-BESS, the property Owner and/or Operator shall ensure that the soil is restored to its pre-damage condition within one-hundred eighty (180) days of the damage event.
3. The Owner and/or Operator shall fully reimburse any non-participating landowner in any instance where environmental cleanup costs or penalties were levied on that landowner by a State or Federal agency.

**Commented [JL142]:** It previously said, 'all costs reasonably associated with'. The term 'reasonably was removed' and replaced with the phrase 'proximately caused by'. The latter part of the sentence was restructured in order to add that term at the most logical place.

**Commented [JL143]:** Two of the items listed below are not necessarily an immediate risk to personal safety, so the reference to 'contamination' was added, to better tie together each of the 4 items.

**Commented [JL144]:** It previously required that they be demolished and disassembled within 30 days, but it allowed larger components (i.e. a turbine blade or tower) to remain on site for up to 365 days, while awaiting being hauled away. This has been modified to say that all such components must also be removed within 30 days.

**Commented [JL145]:** It previously referred to components that were 'at imminent risk of collapse, due to being rendered structurally unsound'. This was modified to be an 'either/or' situation, since a turbine could technically be 'structurally unsound', even without being 'at imminent risk of collapse'.

**Commented [JL146]:** Previously said, "scattered debris, containing glass, fiberglass, or similar materials that are unsafe to touch." This should be kept flexible, so as to be all-inclusive to whatever materials could be present.

**Commented [JL147]:** This section was previously much more broad, referring to contamination and any other damage. This should have been changed after Section D(1) was modified to require all damaged components and debris to be removed within 30 days. It may not be practical to have all contaminated soil cleaned up within 30 days, so this section was retained and shortened, so that it only refers to contamination left over after everything else has been removed. Plus, D(1) was modified to reference the removal of debris and surface-level contamination.

**Commented [JL148]:** Changed from 365 days

**Commented [JL149]:** This was added to address any situations where DNR or EPA policy places the responsibility of such costs on the landowner, rather than the lease holder (wind company).



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 or repower 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 to 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.

**E. Liability Insurance.**

1. The Owner and/or Operator of a C-WES, C-SES and/or C-BESS shall maintain all-risk Liability Insurance coverage for the System throughout its construction, operational lifespan and decommissioning. Such coverage shall include, at a minimum, all of the following types of Liability:
  - a) General Liability
  - b) Property Damage
  - c) Bodily Injury
  - d) Environmental Liability
  - e) Acts of God
2. Liability limits shall be based on the size and extent of the C-WES, C-SES, and/or C-BESS, but shall be no less than five (5) million dollars per occurrence, covered by an additional umbrella of no less than ten (10) million dollars.

**Commented [JL150]:** This topic had been discussed at several work sessions, but it wasn't initially clear where it should go in the ordinance. This seems to be the most logical place for it. County Conservation specifically recommended that Environmental Liability coverage be maintained.

## ARTICLE XIII: DECOMMISSIONING AND ABANDONMENT

- A. **Purpose.** Given that the infrastructure associated with Wind, Solar and Battery Storage Systems has **an operational lifespan** 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.

**Commented [JL151]:** Replaced the phrase 'useful life', in order to ensure consistent terminology throughout the ordinance.

- 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 before 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 **by a licensed third party professional of the Board's choosing**, 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 no portion of a wind turbine, solar array or battery be disposed of in a landfill within Des Moines County, due to limited space being available in a small rural landfill.**
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 before 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 before the start of decommissioning.

**Commented [JL152]:** It previously just said that the site must be inspected, and it doesn't specify by whom. This is already alluded to in the chapters on solar farms and BESS, but for the sake of consistency, it needs to be specified here as well.

**Commented [JL153]:** Added an explanation to ensure that this prohibition isn't seen as being arbitrary.

(cont'd on next page)



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 its safe transport on County roadways.

- C. **Decommissioning Plan – Submission Requirements.** Before 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 before 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 before 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 whom 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 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.

**Commented [JL154]:** There was previously another statement in between #6 and 7, as follows: "A statement that the Owner and/or Operator will notify the County at least 365 days in advance of the planned decommissioning of a C-WES, C-SES and/or C-BESS, and a description of how the County will be notified." This no longer seems necessary, as Article X was already modified to require that they notify Secondary Roads at least 365 days in advance. It doesn't seem practical to assume that they know exactly HOW the County will be notified about decommissioning, if that's going to be 30 or 40 years in the future. And anybody can SAY that they're going to do it - how can they actually PROVE that 40 years in advance?

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 Article X, Section C.
- 4. The cost estimate shall also include the cost of providing general liability insurance coverage to non-participating property owners, in the event that the Developer's 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. 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.

**Commented [JL155]:** It previously didn't specify 'general liability', and it referred to providing such insurance 'to the County' - this was meant to refer to non-participating owners all along, and not the County itself.

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. Before 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 include a provision to ensure that if decommissioning is initiated, or required to be initiated, at any time during the three (3)-year duration of the bond, the bond will remain in effect until the County has confirmed that decommissioning has been completed.**
7. The **bond** shall only be released once the Board of Supervisors can confirm that the land has been restored to its condition before the construction of the C-WES, C-SES and/or C-BESS, including the remediation of any contamination.

**Commented [JL156]:** Added to ensure that a developer couldn't just start decommissioning and then walk away after the bond expires.

**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 before 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 **one-hundred twenty (120)** 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.

**Commented [JL157]:** Changed from 365 days, consistent with the revised definition of 'abandonment' in Article II.

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 can 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. **If the Owner and/or Operator proceeds to initiate decommissioning upon being notified of the abandonment determination, all on-site deconstruction activities shall be completed within three-hundred sixty-five (365) consecutive days of commencement.**
4. In the absence of any intent to reinstate operations, failure to begin the dismantling and removal of **any abandoned structure** within ninety (90) consecutive days **of the abandonment determination** shall constitute a violation of this Ordinance, subject to penalties as specified in Article I, Section G.
  - a) If the **abandoned structures** are not removed as required **after the Owner and/or Operator is notified of the violation**, 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).
  - b) 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.

**Commented [JL158]:** This section was originally listed after the subsequent passage about ordinance violations - this order didn't make sense, and the passages before and after it were combined to create the new #4. Also, the section at the beginning of #3 was added to make it clear that this is referring to owner-initiated deconstruction activities, after the County made a determination of abandonment.

**Commented [JL159]:** Added to ensure that there is a clear reference point from which the 90-day period starts.

**Commented [JL160]:** Sub-sections 'a' and 'b' were originally listed together as #5. In order to ensure that the County's authority to initiate removal is directly tied to Article I, Section G, these two passages were moved to go under #4, and an additional reference to this constituting a 'violation' was added, for the sake of continuity.