



## NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (MARCH 21) (WEEK 12 OF 2023)

Live streaming at:  
<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:  
[www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)

Daniel A. Bittinger II  
389-4405  
[dbittinger@woodburycountyiowa.gov](mailto:dbittinger@woodburycountyiowa.gov)

Mark Nelson  
540-1259  
[mnelson@woodburycountyiowa.gov](mailto:mnelson@woodburycountyiowa.gov)

Keith W. Radig  
560-6542  
[kradig@woodburycountyiowa.gov](mailto:kradig@woodburycountyiowa.gov)

Jeremy Taylor  
259-7910  
[jtaylor@woodburycountyiowa.gov](mailto:jtaylor@woodburycountyiowa.gov)

Matthew A. Ung  
490-7852  
[matthewung@woodburycountyiowa.gov](mailto:matthewung@woodburycountyiowa.gov)

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held March 21, 2023 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except when directed by the Chair or a majority of the board for a particular agenda item of a subsequent meeting.

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### **AGENDA**

**4:30 p.m.** Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

1. Approval of the agenda

Action

#### **Consent Agenda**

**Items 2 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.**

2. Approval of the minutes of the March 14, 2023 meeting
3. Approval of claims
4. Building Services – Kenny Schmitz  
Approval of items to be auctioned per Personal Property Disposition Policy
5. County Auditor – Patrick Gill  
Approval to hire outside counsel, Brian Yung, to assist with the forming of the Salix Drainage District

6. Board of Supervisors – Matthew Ung  
Approval to clarify Rule #7 of the board’s rules for public participation with the following language: “Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.”
7. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process
8. Secondary Roads – Mark Nahra  
Approval of the underground utility permit for Long Lines and to direct the chair to sign the permits

### **End Consent Agenda**

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| <ol style="list-style-type: none"> <li>9. Human Resources – Melissa Thomas<br/>Approval of the collective bargaining agreement with CWA Deputy Sheriffs for 2023-2026</li> <li>10. Siouxland District Health – Kevin Grieme<br/>Approval and authorization for board chair to sign the purchase agreement with SpecPro Inc. for completion of skylight maintenance work for the building located at 1014 Nebraska</li> <li>11. Secondary Roads – Mark Nahra<br/>Approval of the certificate of completion of project L-B(O102)—73-97 with Dixon Construction for \$335,988.40</li> <li>12. Veteran Affairs – Loni Kuhlmann<br/>Approval of appointment to the Veteran Affairs Commission</li> <li>13. Board of Supervisors – Matthew Ung<br/>Approval to set a public roundtable meeting in the basement boardroom of the Woodbury County Courthouse for April 7<sup>th</sup> at 3:30 p.m. and invite Iowa’s area legislators to attend the roundtable hosted by the Board of Supervisors of Woodbury, Plymouth, and Monona counties</li> <li>14. Citizen – Deborah Main<br/>Citizens concerned about CO2 pipelines</li> <li>15. Reports on Committee Meetings</li> <li>16. Citizen Concerns</li> <li>17. Board Concerns</li> </ol> | <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Information</p> <p>Information</p> <p>Information</p> <p>Information</p> |
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### **ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

<b>MON., MAR. 20</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUE., MAR 21</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
<b>WED., MAR 22</b>	<b>2:30 p.m.</b>	Rolling Hills Community Services Region Governance Board Meeting
<b>THU., MAR 23</b>	<b>10:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
	<b>11:15 a.m.</b>	Western Iowa Community Improvement Regional Housing Trust Fund, Hybrid
	<b>1:30 p.m.</b>	SIMPCO Community and Economic Development, Hybrid
<b>MON., APRIL 3</b>	<b>6:00 p.m.</b>	Board of Adjustment meeting, First Floor Boardroom
<b>WED., APRIL 5</b>	<b>10:00 a.m.</b>	Western Iowa Tourism Region Meeting, TBA
	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>WED., APRIL 12</b>	<b>7:30 a.m.</b>	SIMPCO Executive-Finance Committee Meeting, Hybrid
	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, First Floor Boardroom
	<b>10:00 a.m.</b>	STARComm Board Meeting, The Security Institute, WIT Campus
	<b>10:00 a.m.</b>	Western Iowa Tourism Region Meeting, TBA
	<b>12:00 p.m.</b>	District Board of Health Meeting, 1014 Nebraska St.
<b>THU., APRIL 13</b>	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St.
	<b>4:00 p.m.</b>	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
<b>WED., APRIL 19</b>	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	<b>10:00 a.m.</b>	StarComm, Security Institute, WIT
<b>THU., APRIL 20</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>FRI., APRIL 21</b>	<b>12:00 p.m.</b>	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G

**Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.**

*Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.*

## MARCH 14, 2023, ELEVENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, March 14, 2023, at 4:30 p.m. Board members present were Bittinger II, Nelson, Taylor, Ung, and Radig. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Loan Hensley, Assistant County Attorney, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. Motion by Ung second by Taylor to approve the agenda for March 14, 2023. Carried 5-0. Copy filed.  
Motion by Radig second by Ung to approve the following items by consent:
2. To approve minutes of the March 7, 2023 meeting. Copy filed.
3. To approve the claims totaling \$380,395.23. Copy filed.
- 4a. To approve the appointment of Haley Messerschmidt, Assistant County Attorney, County Attorney Dept., effective 03-15-23, \$88,323/year, \$3271.23/bi-weekly. Job Vacancy Posted 1-11-23. Entry Level Salary: \$69,962/year.; the separation of Dustin Johnson, Clerk II, County Treasurer Dept., effective 03-15-23. Resignation.; and the appointment of Anthony Klein, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 03-15-23, \$18.22/hour. Job Vacancy Posted 2-8-23. Entry Level Salary: \$18.22/hour. Copy filed.
- 4b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk II, County Treasurer Dept. AFSCME Courthouse: \$18.22/hour. Copy filed.
5. To authorize Woodbury County Finance/Budget Director as the county's representative of the Opioid Settlement and funding for Opioid Settlement reporting resulting from the Iowa Opioid Allocation Memorandum of Understanding from the State of Iowa.
- 6a. To approve the property tax refund for Robert Rehan, 2227 Jennings St., parcel #894721252012, in the amount of \$913.00. Copy filed.
- 6b. To receive for signatures a Resolution naming depositories for the County Treasurer.

### RESOLUTION NAMING DEPOSITORIES RESOLUTION #13,564

**BE IT RESOLVED** by the Woodbury County Board of Supervisors in Woodbury County, Iowa: That we do hereby designate the following named banks to be depositories of the Woodbury County funds in amounts not to exceed the amount named opposite each of said designated depositories and Tina Bertrand, Woodbury County Treasurer is hereby authorized to deposit the Woodbury County funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to wit:

NAME OF DEPOSITORY	LOCATION	MAXIMUM DEPOSIT In the effect Prior resolution	MAXIMUM DEPOSIT under the resolution
U.S. Bank	Sioux City, Iowa	\$50,000,000	\$50,000,000
Security National Bank	Sioux City, Iowa	100,000,000	100,000,000
Wells Fargo Bank	Sioux City, Iowa	50,000,000	50,000,000
PeoplesBank	Sioux City, Iowa	5,000,000	5,000,000
First National Bank	Sioux City, Iowa	50,000,000	50,000,000



Primebank	Sioux City, Iowa	50,000,000	50,000,000
Great Southern Bank	Sioux City, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	1,000,000	1,000,000
Pioneer Bank	Sergeant Bluff, Iowa	10,000,000	10,000,000
Sloan State Bank	Sloan, Iowa	5,000,000	5,000,000
Valley Bank & Trust	Danbury, Iowa	1,500,000	1,500,000
BankFirst	Hornick, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Moville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Anthon, Iowa	5,000,000	5,000,000
Liberty National Bank	Sioux City, Iowa	25,000,000	25,000,000
Availa Bank	Sioux City, Iowa	10,000,000	10,000,000
Central Bank	Sioux City, Iowa	10,000,000	10,000,000
Kingsley State Bank	Sergeant Bluff, Iowa	1,000,000	1,000,000
Shelby County State Bank	Danbury, Iowa	5,000,000	\$5,000,000

**SO RESOLVED** this 14<sup>th</sup> day of March, 2023  
 WOODBURY COUNTY BOARD OF SUPERVISORS  
 Copy filed.

7. To approve an application for a 12-month, Class C Liquor License (LC) (Commercial), with Outdoor Services and Sunday sales privileges for the Anthon Golf Course, effective 04/01/23 through 03/31/24. Copy filed.
8. To approve the appointments of Kevin Grieme (Health), Sally Hartley (Early Childhood), and Kevin Kay (Financial) for a 3 year term on the Community Action Agency of Siouxland Board of Directors effective April 1, 2023. Copy filed.

Carried 5-0.

- 11a. Motion by Ung second by Taylor to receive the Zoning Commission's recommendation from their 2/27/23 meeting to approve the final plat of Barker Addition, a minor subdivision to Woodbury County, Iowa. Carried 5-0. Copy filed.
- 11b. Motion by Radig second by Taylor to approve and authorize the Chairperson to sign a Resolution accepting and approving the final plat of the Barker Addition, a Minor Subdivision, with the condition that the property owner(s) sign a pavement agreement for any future grading and hard surfacing and pavement along Barker Avenue and 230<sup>th</sup> Street. Carried 5-0.

**BOARD OF SUPERVISORS  
 RESOLUTION #13,565  
 ACCEPTING AND APPROVING BARKER ADDITION  
 A MINOR SUBDIVISION  
 WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNER AND PROPRIETORS DID ON THE 27<sup>th</sup> DAY OF FEBRUARY 2023 FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS BARKER ADDITION, WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF BARKER ADDITION, WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 14<sup>th</sup> DAY OF MARCH, 2023  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

11c. Motion by Radig second by Bittinger to approve the application and authorize the Chairperson to sign the Board's scoring and recommendation letter to the Iowa Department of Natural Resources (IDNR) for the "Sioux Jerseys, LLC" Confinement Feeding Operation. Carried 5-0. Copy filed.

9a. A public hearing was held at 4:35 p.m. for the sale of parcel #894728102018, 1311 Grandview Blvd. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by Ung to close the public hearing. Carried 5-0.

Motion by Ung second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of the real estate parcel #894728102018, 1311 Grandview Blvd., to Angelica Rios, 1401 W 3<sup>rd</sup> St., Apt. 1, Sioux City, for \$546.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,566**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

**By Angelica M. Rios** in the sum of **Five Hundred Forty-Six and 00/100 (\$546.00)**-----  
-----dollars.

For the following described real estate, To Wit:

**Parcel #894728102018**  
**Lot Nine (9) Block Seventy-nine (79) Sioux City East Addition, City of Sioux City, Woodbury County, Iowa**  
**(1311 Grandview Blvd.)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said

Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

**BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

**BE IT RESOLVED** that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

**BE IT FURTHER RESOLVED** that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

**SO DATED** this 14<sup>th</sup> Day of March, 2023.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 9b. A public hearing was held at 4:37 p.m. for the sale of parcel #894729402013, 210 ½ Main St. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Taylor to close the public hearing. Carried 5-0.

Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of the real estate parcel #894729402013, 210 ½ Main St., to Maria & Isidro Luna Serrano, 3401 Le Mese Way, South Sioux City, NE, for \$100.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,567**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

**By Maria Serrano and Isidro Luna Serrano** in the sum of **One Hundred Dollars and 00/100 (\$100.00)----**  
-----dollars.

For the following described real estate, To Wit:

**Parcel #894729402013**

**Irreg. Ely part NW of R/W 6.1 feet ex 68.8 feet x 51.3 feet x 85.8 feet, Lot 4 Block 17 Sioux City Addition to City of Sioux City, Woodbury County, Iowa  
(210 ½ Main Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

**BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

**BE IT RESOLVED** that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

**BE IT FURTHER RESOLVED** that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

**SO DATED** this 14<sup>th</sup> Day of March, 2023.  
 WOODBURY COUNTY BOARD OF SUPERVISORS  
 Copy filed.

- 9c. A public hearing was held at 4:39 p.m. for the sale of parcel #894730254010, 315 Collins St. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Nelson to close the public hearing. Carried 5-0.

Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of the real estate parcel #894730254010, 315 Collins St., to Alexandra Krula, 311 Collins St., Sioux City for \$349.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
 OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
 RESOLUTION #13,568**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

**By Alexandra Krula** \_\_\_\_\_ in the sum of **Three Hundred Forty-Nine and 00/100 (\$349.00)**----- --  
 -----dollars.

For the following described real estate, To Wit:

**Parcel #894730254010**

**The South Fifty-Five feet of Lots One and Two and the South Fifty-Five feet of the East Fourteen feet of Lot Three in Block Nine, Hornicks 2<sup>nd</sup> Addition to Sioux City, Iowa, in the County of Woodbury County and State of Iowa (315 Collins Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

**BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

**BE IT RESOLVED** that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

**BE IT FURTHER RESOLVED** that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

**SO DATED** this 14<sup>th</sup> Day of March, 2023.  
 WOODBURY COUNTY BOARD OF SUPERVISORS  
 Copy filed.

- 11d. Motion by Ung second by Bittinger to approve the application and authorize the Chairperson to sign the Board's scoring and recommendation letter to the Iowa Department of Natural Resources (IDNR) for the "Salix Farms, LLC" Confinement Feeding Operation. Carried 5-0. Copy filed.

- 10a. A public hearing was held at 4:42 p.m. for Zoning Ordinance Map Amendment to rezone Parcel #874704300003 from Agricultural Preservation (AP) to Agricultural Estates (AE) for Maxys Family Farm LLC & Brian & Bonnie Ivener Trust. The Chairperson called on anyone wishing to be heard.  
  
Motion by Taylor second by Ung to close the public hearing. Carried 5-0.
- 10b. Motion by Ung second by Taylor to approve the second reading of the Zoning Ordinance Map Amendment (Rezone) as the final reading. Carried 5-0. Copy filed.
- 10c. Motion by Ung second by Bittinger to waive the third reading of the Zoning Ordinance Map Amendment (Rezone). Carried 5-0. Copy filed.
- 10d. Motion by Ung second by Bittinger to adopt the Ordinance #71, Zoning Ordinance Map Amendment to rezone from Agricultural Preservation (AP) to Agricultural Estate (AE) Zoning district for Maxys Family Farm LLC & Brian & Bonnie Ivener Trust, parcel #874704300003. Carried 5-0.
- 12a. Motion by Radig second by Taylor to accept the petition and bond presented by the City of Salix for the establishment of a new drainage district. Carried 5-0. Copy filed.
- 12b. Motion by Radig second by Bittinger to appoint a drainage engineer to prepare a report for the Board of Supervisors as required by Section 468.10 of the Code of Iowa, and to direct said engineer to prepare a contract for board approval as required by Section 468.10(2) of the Code of Iowa. Carried 5-0. Copy filed.
- 12c. Motion by Ung second by Radig to approve the Fiscal Year 23-24 County Parking Plan. Carried 5-0. Copy filed.
13. Motion by Radig second by Bittinger to approve the project agreement for project #IM-029-6(278)139—13-97 and # IM-029-6(170)139—0E-97. Carried 3-2 on a roll call vote; Nelson and Taylor opposed. Copy filed.
- 14a. Motion by Radig second by Ung to approve to un-obligate \$444,447 from ARPA Funds for the 28<sup>th</sup> Street Sewer Project and then obligate \$444,447 to be paid from FY 23 CIP. Carried 5-0. Copy filed.
- 14b. Motion by Ung second by Radig to approve funding source from ARPA funding to FY23 CIP Funds for the 5 new Sheriff vehicles. Carried 5-0. Copy filed.
- 14c. Motion by Ung second by Taylor to amend ARPA Funds obligated for Conservation and Emergency Services radios from \$344,000 down to \$162,745. Carried 5-0. Copy filed.
- 14d. Motion by Ung second by Radig to reduce the previously approved ARPA Funds for the Trosper/Hoyt emergency repairs from \$292,750 to \$200,000. Carried 5-0. Copy filed.
- 14e. Motion by Ung second by Radig to obligate ARPA Funds in the amount of \$300,000 to replace the outdated Life Pack heart monitors for Emergency Services. Carried 5-0. Copy filed.
- 14f. Motion by Ung second by Radig to amend the funding of the Sheriff's cameras and tasers by obligating \$300,000 to FY23 CIP and \$687,840 to ARPA Funding. Carried 5-0. Copy filed.
15. Reports on committee meetings were heard.
16. Auditor Gill requested the Board review of section 1.10 of the employee handbook titled employee attire, review of county job classifications and descriptions and consideration of an inflation adjustment for bargaining units that have not received such.
17. Board concerns were heard.

The Board adjourned the regular meeting until March 21, 2023.

Meeting sign in sheet. Copy filed.

# Woodbury County Personal Property Disposition Form



DATE: 3/21/23



NAME:



DEPARTMENT: Board of Supervisors

AUTHORIZED REPRESENTATIVE: Auditor



PHONE: 712-279-6539

Fill in the fields below (\* REQUIRED):

Item Description*	Board room audio equipment no longer needed after upgrade. (1) ASHLY nX4002 amp, (1) VR-5 AV Mixer & Recorder, (7) Shure BLX4R wireless receivers, (1) Shure UA844 antenna/power distribution system, (1) RANE HAL1X multiprocessor, (1) RANE EXP5X expansion unit, (2) RANE EXP7X AEC expander, (1) Shure MX412D/S microphone, (1) Shure MX393/S condensor microphone, Gator Case.
Estimated Value*	\$ 5,000.00
Current Location*	Courthouse
County Asset Number	12251
Serial/VIN Number	
Year	2013
Make/Model	
Auction Reserve	
Notes	Auction will have a reserve.

For Office Use Only:

GovDeals ID #	
Sale Price	
Date	

## **WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 03/16/2023

Weekly Agenda Date: 03/21/2023

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Patrick Gill, County Auditor

**WORDING FOR AGENDA ITEM:**

Consider approval of the appointment of a drainage attorney for the city of Salix drainage district establishment.

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☐

Public Hearing ☐

Other: Informational ☐

Attachments ☐

**EXECUTIVE SUMMARY:**

The city of Salix has filed a petition for the establishment of a drainage district. The board has approved the petition and bond and has appointed a drainage engineer. To assist with the preparation of the establishment paperwork, the Board seeks the assistance of an attorney specializing in drainage district law. The county attorney's office has recommended engaging the services of Brian Yung.

**BACKGROUND:**

The Board's responsibilities for drainage district establishment are outlined in Chapter 468 of the Iowa Code.

The Board appointed Patrick Mouw of V and K Engineering as the engineer for the drainage district. The services of the drainage attorney will be needed later in the establishment process and in providing assistance to the engineer in regard to the classification of benefits derived from the establishment of the district.



**FINANCIAL IMPACT:**

The Board of Supervisors will have to pay up front costs for the legal work to establish the new drainage district. The fees paid by the Board can be assessed to the drainage district upon formation. The drainage district has filed a bond for establishment expenses as one of the next steps in the process. A fund source for the fees will have to be identified until reimbursement can be arranged.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☒

**RECOMMENDATION:**

The Board may accept the petition and bond and appoint a drainage attorney.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to appoint a drainage attorney to assist with the establishment of the Salix Drainage District.

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: March 21, 2023

**\* PERSONNEL ACTION CODE:**

A - Appointment

T - Transfer

P - Promotion

D - Demotion

R - Reclassification

E - End of Probation

S - Separation

O - Other

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Rowe, Madison	Juvenile Detention	3-25-23	P/T Youth Worker			S	Resignation.
Bauerly, Nicholas	County Sheriff	3-27-23	Deputy Sheriff	\$36.13/hour		A	Appointment by County Sheriff.
Jones, Kathryn	Juvenile Detention	4-03-23	P/T Youth Worker	\$22.47/hour	3.5%=\$.75/hr	R	Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3.

APPROVED BY BOARD DATE: \_\_\_\_\_

MELISSA THOMAS, HR DIRECTOR:

*Melissa Thomas HR Director*

**HUMAN RESOURCES DEPARTMENT**

**WOODBURY COUNTY, IOWA**

**DATE: March 21, 2023**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>ENTRY LEVEL</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
Juvenile Detention	P/T Youth Worker	AFSCME Juvenile Detention: \$20.89/hour		

\_\_\_\_\_  
Chairman, Board of Supervisors

## WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 03/16/2023 Weekly Agenda Date: 03/21/2023

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mark J. Nahra, County Engineer

**WORDING FOR AGENDA ITEM:**

Consideration of a utility permit for installation of new fiber optic cable in county right of way

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☒

**EXECUTIVE SUMMARY:**

Long Lines has applied for a permit to allow the installation of a new fiber optic cable in county right of way on Carroll Avenue and 270th Street east and north of Salix.

**BACKGROUND:**

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The county engineer has reviewed the locations and recommends that the work be allowed.

**FINANCIAL IMPACT:**

No financial impact to the county.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☐

**RECOMMENDATION:**

Recommend approval of the permit for Long Lines

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the underground utility permit for Long Lines and to direct the chair to sign the permits.

**PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY  
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION**

**REQUEST BY APPLICANT:**

Name Long Lines - Tom Connors Highway Poplar St, Carroll Ave & 270th St.  
Township Liberty  
Address 501 4th Street Sergeant Bluff IA 51054 City of Salix  
Office Phone 712-271-4000 Local Phone 712-333-1352 Section: 1/4 of 1/4 Sec 26 & 35  
Type of Utility Installation Fiber Optic Cable T 87 N, R 47 W  
Plans Prepared By Tom Connors Copy Enclosed X Yes \_\_\_\_\_ No  
Map Showing Location Enclosed X Yes \_\_\_\_\_ No  
Utility Location is X cross right-of-way X parallel to right-of-way  
overhead X underground  
Proposed Method of Installation  
\_\_\_\_\_ tunnel \_\_\_\_\_ suspend on poles \_\_\_\_\_ cased  
X jack & bore \_\_\_\_\_ suspend on towers \_\_\_\_\_ trench  
\_\_\_\_\_ open cut X plow

Estimated Starting Date April 15 Estimated Restoration Date 7 days after start date

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By Tom J. Connors  
(Signature of Authorized Utility Representative)

Title Construction Manager

Date 03/02/2023

**PERMIT APPROVAL BY PERMITTING AUTHORITY**

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By \_\_\_\_\_  
(Signature of Woodbury County Board Chairman)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Woodbury County Engineer)

Title \_\_\_\_\_

Date \_\_\_\_\_

Other Special Provisions:

**Permit Provisions and Conditions of Issuance**

1. The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

Approved 1/19/99

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.





**bore 1.25" duct  
w/ fiber inside  
min. 48" under road**





Sheet 2

Jochum Tower

1629 270th Street

Direct Bury F  
w/tape. Min. 42"  
Depth. Install in  
gravel road, Shoulder

install handhole  
30x48x36. add  
locate marker, pee  
gravel & ground rod.  
150' loop

4

1400'

2400'

5

install handhole  
30x48x36. add  
locate marker, pee  
gravel & ground rod.  
150' loop

Carroll Ave

270th St





Sheet 3  
Jochum Tower  
1629 270th Street

install 1.25" duct  
pull micro duct inside.

400'

install handhole  
30x48x36. Add  
locate marker,  
groundrod & pee  
gravel.  
75' tail

Direct Bury F  
w/tape. min. 42"  
depth. Install in  
gravel road, Shoulder

270th St

270th St

270th St



## WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 03/16/2023 Weekly Agenda Date: 03/21/2023

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas HR Director

**WORDING FOR AGENDA ITEM:**

Approval of the collective bargaining agreement with CWA Local #7177 Deputy Sheriffs for July 1, 2023 to July 1, 2026

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☒

**EXECUTIVE SUMMARY:**

An agreement has been reached between CWA Deputy Sheriffs and Woodbury County regarding the 2023-2026 contract.

**BACKGROUND:**

This is a 3 year agreement with the 3rd year being wages only negotiated. All other amendments are bolded in the attached contract.

**FINANCIAL IMPACT:**

Highlights include a 6% increase the first year and a 3 1/2% increase the second year.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☒

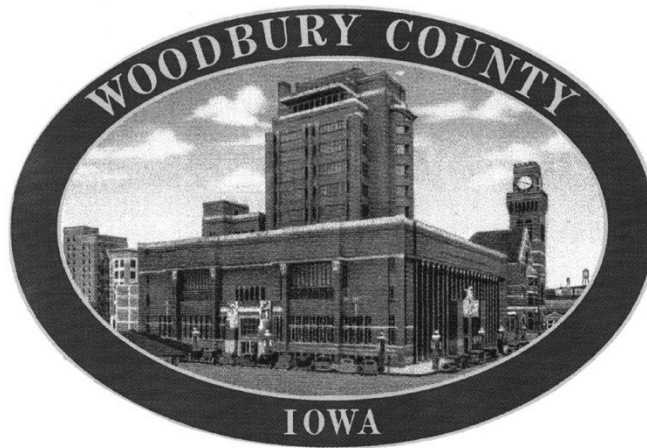
**RECOMMENDATION:**

Pass the motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the collective bargaining agreement with CWA Deputy Sheriffs for 2023-2026.

MASTER CONTRACT BETWEEN  
WOODBURY COUNTY, IOWA  
AND  
THE COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO  
DEPUTY SHERIFF'S - CWA 7177



For July 1, 2023- July 1, 2026

## **PREAMBLE**

THIS AGREEMENT is executed by Woodbury County, hereinafter called “Employer,” and Communications Workers of America, AFL-CIO, hereinafter called “Union.”

## **ARTICLE I**

### **Definitions**

*Section 1* – A part-time employee is a person who is hired for a period of twenty-four (24) hours per week, or less.

*Section 2* – A temporary employee is one who is hired for a period of one hundred twenty (120) consecutive calendar days, or less.

*Section 3* – Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees. If a permanent employee has previously attended and successfully completed training at the Iowa Law Enforcement Academy, or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, they will have a probationary period of six (6) months from date of hire. If the employee has not attended the Iowa Law Enforcement Academy or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, they will have a probationary period of one (1) year from their date of hire.

*Section 4* – A permanent employee is one who is hired as a permanent employee rather than for a part-time or temporary period or purpose.

*Section 5* – A probationary employee is one who has not completed a probationary period as described in Section 3 above. During the probationary period, such employee may be removed or discharged by the Sheriff without cause.

*Section 6* – A regular employee is an employee other than a temporary employee or part-time employee who has completed the probationary period.

*Section 7* – Except where the context clearly indicates otherwise, the word “employee,” when used in this Agreement, shall be limited to mean “regular” employees.

*Section 8* – “Act” shall mean the Iowa Public Employment Relations Act as it may be amended from time to time.

*Section 9* – Whenever reference is made in this Agreement to the Sheriff, such term shall also include the designated representative of the Sheriff.

***Section 10*** – “Years or more of experience” shall mean service as a certified law enforcement officer in the State of Iowa or another state with equivalent training as set forth in Iowa Administrative Code 501-3.8(80B).

## **ARTICLE II**

### **Management Rights and Responsibilities**

*Section 1* – In addition to all powers, duties, and rights of the Employer established by constitutional provisions, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) the right to manage the Employer’s operations to direct the working force;
- (b) the right to hire employees;
- (c) the right to maintain order and efficiency;
- (d) the right to determine, extend, or curtail the size and location of the Employer’s operations and to determine the type and amount of equipment to be used;
- (e) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities, and to change existing methods and facilities;
- (f) the right to create, modify, and terminate divisions and job duties;
- (g) the right to transfer promote, and demote employees;
- (h) the right to discipline, suspend, and discharge employees for cause;
- (i) the right to lay off;
- (j) the right to determine the number and starting times of shifts, the number of hours and days in a workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- (k) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

*Section 2* – The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority, and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

**ARTICLE III**  
**Union Rights and Responsibilities**

*Section 1* – The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) that it will earnestly strive to improve and strengthen goodwill between and among the County and its employees, the Union, and the public.

*Section 2* – The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

*Section 3* – The Union may appoint a representative to receive, investigate, and process an alleged grievance. If the nature of the grievance involves possible irreparable harm to an employee, the representative may be authorized by the Employer to leave the representative's regular work area for the purpose of investigating a grievance; the representative shall obtain permission to do so from the supervisor, which permission shall not be denied unreasonably.

*Section 4* – A representative shall suffer no loss of regular pay for the normal work shift when properly excused by the supervisor. Such time spent investigating grievances shall be kept reasonable and commensurate with the issue involved. Normally, such time will not exceed one-half (1/2) hour.

*Section 5* – The name of the representative shall be furnished in writing to the Sheriff and the Human Resources Director, and a representative may not act in that capacity until the name is so furnished. Any change in the designated representative must be promptly reported in writing.

## **ARTICLE IV**

### **Work Stoppage**

*Section 1* – The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

*Section 2* – The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike slowdown, or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the operations of the Employer.

*Section 3* – No employee shall cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, slowdown, or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the operations of the Employer.

*Section 4* – In the event of a violation of any section above, all legal censures of the Act shall apply.

## **ARTICLE V**

### **Seniority**

*Section 1* – For the purposes of seniority, employees shall be classified as follows: Deputy Sheriffs. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire. When two (2) or more employees have the same date of hire, their seniority shall be determined by the length of total service to Woodbury County. When all else is equal, seniority shall be determined by the lowest sum of the last four digits of the employee's social security number. For purposes of shift bidding only, Sergeants shall accrue seniority in rank and bid shifts by seniority accrued in rank.

*Section 2* – The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days after the list has been given to the Union.

*Section 3* – The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work within ninety-six (96) hours after written notice of recall is mailed to the employee's latest-advised current address; or is laid off for a period exceeding thirty-six (36) months, or his seniority, whichever is lesser.

*Section 4* – An employee promoted from the bargaining unit shall retain and shall continue to accrue seniority.

*Section 5* – An employee shall accrue seniority within an employee's classification to be used in case of staff reduction and/or shift bidding.

## **ARTICLE VI**

### **Procedure for Staff Reduction**

*Section 1* – For purposes of staff reduction, employees shall be classified as follows: Deputy Sheriffs. Layoffs shall take place within this classification.

*Section 2* – In the event the Employer determines that employees in a classification must be laid off, employees in such classification shall be laid off in order of seniority.

*Section 3*- An employee to be laid off will be notified as soon as possible. A laid-off employee shall advise in writing the Employer of his/her current address during layoff. Recall of employees shall be within classifications. If the Employer desires to recall an employee, such employee shall be recalled in the inverse order of layoff. Recall rights shall be limited to thirty-six (36) months from the effective date of the employee's layoff.

## **ARTICLE VII**

### **Hours of Work**

*Section 1* – The Employer shall establish and post the hours of work for each shift as determined by the Employer to best provide the services to be rendered and to accommodate the public being served. It is understood and agreed that the operation of the Sheriff's office is continual, non-stop operations. When an employee is in active pay status, the employee will be paid for 80 hours bi-weekly pursuant to the terms of Article XVIII, Section 1. The employee will also be paid for any daily overtime accrued pursuant to Article VIII. This will occur even if the employee, because of shift schedules, has worked less than 80 hours in the bi-weekly pay period. It is agreed that if an employee terminates for any reason and at the time of the termination he/she has been paid for hours not worked, the employee will within thirty days repay Woodbury County for any hours paid but not worked.

*Section 2* – Each schedule shall provide that an employee is given one (1) weekend off per month or two (2) consecutive days of the employee's choice as approved by the Employer.

*Section 3* - It is understood and agreed that the determination of the daily and weekly work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change of working condition, but in any event the Employer shall give the Union at least ten (10) days' such notice, except in the case of an emergency. Emergency for purposes of this section shall be defined as the imminent danger to life, limb, or property in which summoning of aid is instituted for the preservation thereof and shall include a jail shakedown. An emergency shall not be construed to facilitate involuntary transfer to work assignments.



## **ARTICLE VIII**

### **Overtime & Holidays**

*Section 1* – Overtime is all time properly authorized or approved by the Employer and worked by the employee in excess of the normal daily work schedule as posted. It shall be determined in units of one-quarter (1/4) hour or more of time worked in excess of the regularly-scheduled hours of work.

*Section 2* – All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. When overtime work is required, each employee is expected to be available for such assignment.

*Section 3* – Overtime work shall be paid at one and one-half (1 ½) times the employee's regular hourly rate and shall be included in the paycheck for the period when it is worked. Upon mutual agreement between an employee and the Sheriff, the Employer may grant time off at the rate of one and one-half (1 ½) times the overtime hours worked by the employee in lieu of overtime pay.

*Section 4* – An employee who appears in court pursuant to a subpoena or order when not regularly scheduled to work shall receive a minimum of three (3) hours of paid overtime, or three (3) hours of compensatory time, at their discretion.

*Section 5* – The provisions of this Article shall be construed and implemented consistent with the provisions of the Fair Labor Standards Act.

*Section 6* – Subject to and in accordance with the provisions of this article, all regular and probationary employees shall be granted holiday pay or a working day off for the following ten (10) holiday's: Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, either the day before Christmas Day or the day before New Year's Day, Christmas Day, New Year's Day and Martin Luther King's Birthday.

*Section 7* – Shift employees are employees who work in a classification where it is required that there be employees on duty seven (7) days per week, twenty-four (24) hours per day. For Deputy Sheriff shift employees, the holiday will begin at 6:00 a.m. on the day of the holiday and shall end at 6:00 a.m., twenty-four (24) hours later.

*Section 8* – If a shift employee is scheduled to work a holiday, that employee will receive two and one-half (2 ½) times the regular hourly rate of pay normally paid to said employee. However, upon mutual agreement between the employee and the Sheriff, the employee may elect to receive pay at one and one-half (1 ½) times the hourly rate and to receive one (1) working day of compensatory time.

*Section 9* – If a holiday falls on a shift employee's regular-scheduled day off, that employee shall be granted one (1) working day's pay at the employee's regular rate of pay.

*Section 10* – For non-shift employees, when one of the aforementioned holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

*Section 11* – In order to be eligible for receiving holiday pay or for obtaining a working day off, an employee, unless excused by the Sheriff, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off or is under suspension will be eligible for holiday pay or for a working day off.

*Section 12* – Total compensatory time may be accumulated to a maximum of one hundred sixty (160) hours. Total compensatory time is calculated by adding regular compensatory time and what has been called holiday compensatory time (Section 8 above). After an employee has accumulated one hundred sixty (160) hours of total compensatory time, all overtime work shall be compensated in cash. An employee may accumulate and carry forward a maximum of one hundred sixty (160) hours of total compensatory time from one contract year to the next contract years. An employee whose current total compensatory time exceeds one hundred sixty (160) hours will not be allowed to accrue additional total compensatory time until their total compensatory time is below one hundred sixty (160) hours.

## **ARTICLE IX**

### **Vacations**

*Section 1* – Subject to and in accordance with the provisions of this article, paid vacation shall be granted to employees after continuous active service pursuant to the following schedule:

- (a) After an employee has been in the continuous active service of the Employer for one (1) year as of the anniversary of the employee's most recent date of hire, the employee shall be given forty (40) hours vacation with pay at the employee's regular hourly rate.
- (b) After an employee has been in the continuous active service of the Employer for two (2) years or more as of the anniversary of the employee's most recent date of hire, the employee shall be given eighty (80) hours vacation with pay at the employee's regular hourly rate.
- (c) After an employee has been in the continuous active service of the Employer for six (6) years (effective July 1, 1991, six (6) years) or more as of the anniversary of the employee's most recent date of hire, the employee shall be given one hundred twenty (120) hours vacation with pay at the employee's regular hourly rate.
- (d) After an employee has been in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of the employee's most recent

date of hire, the employee shall be given one hundred sixty (160) hours vacation with pay at the employee's regular hourly rate.

- (e) After an employee has been in the continuous active service of the Employer for twenty (20) years or more as of the anniversary of the employee's most recent date of hire, the employee shall be given two hundred (200) hours vacation with pay at the employee's regular hourly rate.
- (f) **For purpose of vacation pay only, a new employee with at least two (2) years or more of experience shall accrue vacation according to Section 1(b) upon starting employment.**

*Section 2* – The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

- (a) Employees may carry over a maximum number of vacation days which is equal to the amount of vacation accrual earned in the anniversary year just ended. Any vacation hours which exceed the maximum allowable carry over shall be deleted as of the employee's anniversary date if they are not used.
- (b) No employee shall be entitled to vacation pay in lieu of vacation.
- (c) An employee whose services are terminated shall receive any vacation earned and not previously taken. Such vacation shall be taken before the employee is dropped from the payroll provided that no vacation may be earned on a pro rata basis until after the employee has worked the employee's first full year.

*Section 3* – So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer acting by and through the Woodbury County Sheriff.

*Section 4* – In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

## **ARTICLE X**

### **Leaves of Absence**

#### **A. Sick Leave**

*Section 1* – Sick leave shall be used for personal illness and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. If an employee is injured while gainfully employed by a different employer who carried or is required to carry Worker's Compensation insurance, the employee may use accumulated sick leave to supplement

payments from Worker's Compensation insurance. To the extent the employee has accumulated sick leave, the employee may receive the difference between the Worker's Compensation benefits the employee receives while unable to work and the amount the employee would have been entitled to as gross pay under this contract if the employee had been able to work.

*Section 2* – Employees shall be granted ten (10) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of six hundred forty (640) working hours. An employee who has accumulated and maintains 640 hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of 4 hours of sick leave for 1 hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below 640 hours.

*Section 3* – Except in cases of serious confining illnesses excused by the Sheriff, sick leave will not be paid on the working day immediately preceding or following a holiday.

*Section 4* – The Employer reserves the right to require a physician's signature for any absence due to sickness.

*Section 5* – To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

*Section 6* – No employee is entitled to compensation for unused sick leave time except to the extent specified in this section. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time. An employee who is retiring and has a minimum of 20 years of employment with the Woodbury County Sheriff's Office will be paid 28% of his/her accumulated sick leave up to a maximum of Five Thousand Dollars (\$5,000.00). Any retiring employee who has a minimum of 20 years of employment with the Woodbury County Sheriff's Office and accumulated sick leave of 500 or more hours may elect to have the County place funds equivalent to the cost of his/her personal insurance for a period of one year from the date of retirement into a Health Retirement Account ("HRA"), in lieu of a cash payout of up to Five Thousand Dollars (\$5,000.00). Should the employee elect family coverage, the employee will be responsible for the difference in cost between the personal, single coverage and the cost of family coverage.

*Section 7* – During the first six calendar months of an on-the-job injury or disability incurred or suffered in the course of employment with the Woodbury County Sheriff's Office, an employee shall receive his or her regular pay as follows: the Employer shall pay the employee the difference between the Worker's Compensation benefits and the amount which the employee would have been entitled to as gross pay for the same period under the contract if there had been no Worker's Compensation benefit. No payments by the Employer under this section shall be charged against an employee's sick leave for this six-month period.

Following the first six calendar months of an on-the-job injury or disability, sick leave may be used to the extent it is available. During a period equivalent to the employee's accumulated sick leave, the Employer shall pay the employee the difference between the Worker's Compensation benefits and the amount which the employee would have been entitled to receive as gross pay for the same period under the contract as if there had been no Worker's Compensation benefits, and sick leave shall be reduced accordingly. Proper deductions shall be taken from the amount paid to the employee by the Employer.

During any statutory waiting period, an employee may use sick leave to the extent it is available.

## **B. Funeral Leave**

*Section 1* – An employee will be granted up to three (3) days funeral leave to attend the funeral of the employee's spouse, children or step-children, parents or step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or permanent member of the immediate household.

*Section 2* – In special cases involving unusual travel or other unusual circumstances, the Sheriff may grant additional leave without pay.

*Section 3* – The Sheriff may allow an employee one (1) day of funeral leave with no loss of compensation to attend the funeral of members of the family not included above. He may also allow an employee the necessary time off without pay to attend the funeral of a fellow employee or of a close family friend.

## **C. Family Leave**

An employee may be granted up to 120 hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. In the event an employee requests leave in addition to the 120 hours of family leave the employee requesting family leave will be required to provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any of the terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Sheriff and/or the Sheriff's designee. Any leave request which is going to be denied by the Sheriff or the Sheriff's designee shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. Any decision to grant or deny leave must be immediately provided to the Human Resources Director and may then be brought by the employee, Human Resources, or any other interested party to the Board of Supervisors for review and final decision. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.

#### **D. Personal Day**

*Section 1* – Each employee will receive two personal days per contract year. Personal days will be scheduled by mutual agreement between the employee and the Department. Personal days shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her personal day.

### **ARTICLE XI**

#### **Adjustment of Grievances**

*Section 1* – A grievance is defined as a dispute between an employee and the Employer concerning the interpretation, application, or violation of the express terms of this Agreement. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One: An employee who claims a grievance shall present such grievance orally, with or without his steward, to his supervisor within five (5) working days after the occurrence upon which the grievance is based. The supervisor shall give his oral answer to the grievance within three (3) working days after the grievance was presented to him.

Step Two: If the grievance is not settled in Step One, it may be appealed by the employee and his steward within five (5) working days after the answer of the supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall state the facts and the specific section of this Agreement alleged to have been violated and the remedy or relief sought. The written grievance shall be promptly submitted to the Sheriff or his designated representative who shall give his answer in writing to the employee and steward within five (5) working days after the grievance has been presented to him.

Step Three: If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration submitted to the Sheriff within seven (7) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the Union, shall state the facts and the specific section of this Agreement which is to be considered by the arbitrator, and the remedy or relief sought. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board (PERB) to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternatively strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

*Section 2* – The failure of an employee, the Union, or its representative to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union, or its representative from appealing the grievance further, and any such grievance shall be considered as settled.

*Section 3* – The failure by an employee, the Union, or its representative to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step.

*Section 4* – An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments nor to add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

*Section 5* – The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Iowa Code Chapter 341A).

*Section 6* – The Employer and the employee will share equally any joint costs of the arbitration procedure, such as fees and travel expenses of the arbitrator, and the cost of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

## **ARTICLE XII**

### **Insurance**

#### **A. Medical and Hospital Insurance**

*Section 1* – The Employer shall pay the full cost of the employee's personal premium for Hospital and Medical Care Insurance with the exception that the employee shall pay 20% of all increases in premium which become effective after July 1, 2008.

*Section 2* – The employee may elect to cover the employee's family, and the Employer will pay one hundred percent (100%) of the premium for said family coverage with the exception that the employee shall pay 20% of all increases in premium which become effective after July 1, 2008.

*Section 3* – Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

*Section 4*- The Hospital and Medical Care Insurance provided herein shall be a comprehensive plan of insurance which shall contain the following deductibles and maximum out-of-pocket provisions.

An employee's actual out-of-pocket expense per calendar year shall be limited as follows:

Deductible      The first \$250 of covered expenses for single coverage  
                         The first \$500 of covered expenses for family coverage

Coinsurance: 80/20 of covered expenses up to the relevant out-of-pocket maximum. Including the single deductible the maximum out-of-pocket for single coverage will be \$750 and including the family deductible the maximum out-of-pocket for a family will be \$1250

The plan will provide for an Office co-pay of \$20 per visit.

Preventive benefits will include yearly routine physicals, including mammogram, pap smear, prostate exam, blood tests and other routine tests which can be done in the doctor's office. Annual maximum \$225.00 with an annual co-pay of \$20.00 for the preventive health items. Out-of-network providers are not included.

## **B.      Life Insurance**

*Section 1* – The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00).

*Section 2* – The employee may, to the extent permitted by the insurance company and in accordance with the requirements of the insurance company, purchase additional life insurance at the employee's cost, which shall be deducted from the employee's wages.

*Section 3* – Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

## **C.      Long-Term Disability**

The Board will provide a long-term disability insurance plan to all regular full-time employees and regular part-time employees, to the extent permitted by the policy. This long-term disability insurance plan shall have a ninety (90) calendar day waiting period and shall pay benefits at sixty-six and two-thirds ( $66 \frac{2}{3}$ ) percent of the employee's weekly gross pay,



excluding overtime, up to a maximum monthly benefit of \$2,500.00. The Board shall pay the full premium for this disability insurance.

#### **D. Dental Insurance**

*Section 1* – Employer will pay the cost of dental insurance for each employee.

*Section 2* – Employees may pay the premium to add spouse and/or children to the dental plan.

*Section 3* - The dental plan will provide the following general coverage:

Deductible      Single \$25  
                         Family \$75

Diagnostic and Preventive Services	100% (Deductible does not apply)
Routine and Restorative Services	80% (After deductible)
Major Restorative Care	50% (After deductible)

Contract Maximum per member per year      \$1500.00

Pretreatment: Some services provided under the Routine and Restorative and/or Major Restorative Care require your dentist to submit a proposed treatment plan before beginning treatment.

*Section 4* – The Employer reserves the right to unilaterally change carrier or self-insure while maintaining the basic benefits outlined in Section 3.

#### **E. Flex Benefit Plan**

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

#### **F. Surviving Spouse**

The health, medical and dental insurance referred to in this article shall continue in effect at Employer's expense for the surviving spouse and dependents of any employee who dies as a result of personal injury sustained in the line of duty and who is the recipient of benefits under the Federal Public Safety Officers' Benefits Act of 1976, originally enacted at 42 U.S.C. 3796, but transferred to 34 U.S.C. 10281, as presently in effect or as may be amended during the term of this Agreement, subject to the following exceptions:

- (1) The insurance coverage extended by this section shall terminate 30 days after the remarriage of the surviving spouse. Any dependent's coverage shall terminate upon the dependent reaching the age of 26 years old.
- (2) The insurance coverage shall not be extended to a surviving spouse or to any dependent who already has insurance coverage provided by another employer and shall terminate 30 days after the surviving spouse or dependent becomes eligible for other insurance.

### **ARTICLE XIII** **Health and Safety**

*Section 1* – The Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining employee policies, rules, and regulations as to health and safety and in assisting the Employer in fulfilling State and Federal requirements.

*Section 2* – All new employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties.

*Section 3*- Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the shift commander.

*Section 4* – Employees shall use equipment furnished by the Employer properly and shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

### **ARTICLE XIV** **Supplemental Pay**

#### **A. Shift Differential**

*Section 1*: Any employee whose regular shift begins after 1:30 p.m. and ends before 11:00 p.m. (mid-shift employees), in addition to their regular compensation, shall be paid a shift differential of fifty cents (\$.50) per hour for each such regular hour worked.

*Section 2*: Any employee whose regular shift begins after 9:00 p.m. and ends before 7:00 a.m. (night-shift employees), in addition to regular compensation, shall receive a shift differential of forty cents (\$.40) per hour for each such regular hour worked.

*Section 3*: Any employee who is assigned to the power shift, in addition to regular compensation, shall be paid a shift differential with an equal number of hours compensated under Section 1 and Section 2 of this Article.

*Section 4:* This shift differential shall not change the basic hourly rate of pay for computing overtime, callback, or court appearance pay and shall not be paid as additional compensation for overtime, callback, or court appearances.

**B. Active Standby Pay**

*Section 1:* In addition to his or her regular or other compensation, the employee designated as the Sheriff's Identification Officer who are required to carry a pager or who are required to make themselves available for duty during their nonworking hours shall receive seventeen dollars (\$17.00) for each day or part of a day, in excess of his or her normal work hours, that he or she is required by the Sheriff to be on active standby. If the Identification Officer is recalled by a superior to work after the completion of his/her regular workday, he/she shall receive a minimum of two (2) hours pay. All other employees, who are required to carry a pager or who are required to make themselves available for duty during their nonworking hours shall receive Seven and 50/100 (\$7.50) for each day or part of a day, in excess of his or her normal work hours, that he or she is required by the Sheriff to be on active standby.

**C. Personal Property Reimbursement**

*Section 1:* Personal property, required to be carried on duty, shall be repaired or replaced at a reasonable price as determined by the Sheriff in the event of destruction or damage through performance of duty. In the case of watches, the reasonable price shall not exceed \$100.00 per incident. Clothing items, for Deputy Sheriff's employees who are required to wear civilian attire, which are damaged in the line of duty shall be replaced or repaired. Method of repair or replacement is in the sole discretion of the Sheriff and is not subject to grievance.

**D. Mileage**

*Section 1:* All other employees who are required to use their personal vehicles will be compensated at the mileage rate set by the Woodbury County Board of Supervisors.

**E. Compensation for Acting Shift Supervisor**

*Section 1:* When a Sergeant or Shift Supervisor is not scheduled to work their assigned shift or if they do not complete their assigned shift and it is necessary for a subordinate to act as a Shift Supervisor, the acting Shift Supervisor will be compensated at the rate of the Sergeant's hourly wage for the shift or any portion of the shift worked.

**F. Field Training Pay**

*Section 1:* Officers who are assigned field training duties for probationary officers shall receive additional compensation consisting of 10% of their hourly rate of pay. The hours that an officer assigned field training duties is eligible for field training pay shall be decided by the Sheriff or his designee. This determination by the Sheriff or his designee will not be subject to grievance under the terms of this contract.

## **G. Uniform Maintenance Allowance**

*Section 1:* Officers will be paid once a year, by a check separate from payroll, a uniform maintenance allowance in the amount of \$425.00.

## **H. Instructor Pay**

*Section 1:* Employees who are certified instructors shall receive additional compensation consisting of 10% of their hourly rate of pay for the hours that they are actually teaching in their area of certification. The hours that are eligible for this supplemental pay shall be determined by the Sheriff or his designee.

## **I. Call-In Pay**

***Section 1: Employees shall receive a minimum of two (2) hours of pay at time and one-half of their regular rate of each time they are called-in for work outside of their normal scheduled shift. This does not apply to vehicle maintenance.***

# **ARTICLE XV**

## **Transfer Procedures**

*Section 1:* For purposes of transfer, employees shall first be placed in one of the following classifications: Deputy Sheriffs. Deputy Sheriffs shall then be further classified in divisions as follows: patrol division, investigation division, crime prevention division, and civil and warrant division.

*Section 2:* On July 1 of each year, the Employer shall post a list of all assignments in each classification and shall designate the shifts during which such assignments are to be performed. Employees with two (2) years or more seniority shall then have ten (10) calendar days to designate their choice of shift assignment within their classification, and deputy sheriffs may only designate a choice of shift assignment within their assigned division. In the case of a conflict between designated choices, seniority shall govern. At the end of said ten (10) calendar day period, the Employer shall notify all employees of their shift assignments on the basis of the employees' existing assignments and designated choices. Deputies who have completed a three year assignment in one of the following Divisions - Civil Division, Investigation Division and Community Policing/Crime Prevention Division – can request a transfer out of their current Division. Deputies wanting to transfer will request the transfer by January 15th of each year. No transfer would be effective until July 1st of the year it is requested. The Sheriff will be required to transfer the Deputy out of their current Division; however, the new job assignment for the Deputy requesting the transfer is in the sole discretion of the Sheriff. No more than fifty percent (50%) of the deputies assigned to a classification/division may transfer in the same year. If the number of transfers requested

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exceeds fifty percent (50%) of the deputies assigned to a classification/division, seniority governs.

*Section 3:* If a vacancy occurs during the remainder of the contract year, employees within the classification and for Deputy Sheriffs within the division, where the vacancy has occurred shall be permitted to request a transfer to the vacant shift assignment. This transfer right shall be limited to employees with two (2) or more years seniority. In the event that two (2) or more employees request a transfer, the conflict shall be resolved on the basis of seniority.

## **ARTICLE XVI**

### **General Conditions**

*Section 1:* This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

*Section 2:* In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

*Section 3:* The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

*Section 4:* Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party, such notice or demand shall be given or served if made in writing addressed as follows:

To the Employer:                      Woodbury County Board of Supervisors  
    Woodbury County Courthouse  
    Sioux City, Iowa 51101

and to the Union:                      CWA  
    Bonnie Winther, CWA Representative  
    6200 Aurora Ave, Suite 503E  
    Urbandale, IA 50322

## **ARTICLE XVII**

### **Personnel Transactions**

*Section 1:* An employee shall be entitled to review the employee's own personnel file upon request to the Sheriff.

*Section 2:* An employee shall be given copies of all documents placed in the employee's personnel file within ten (10) days of the time any such document is placed therein.

*Section 3:* An employee shall have the right to submit for insertion in the personnel file a written explanation of any adverse material placed in the employee's personnel file. The written explanation shall be submitted within ten (10) days after the employee received the material.

*Section 4:* "Personnel file" referred to in this article refers to those personnel files maintained by the Sheriff and by the Human Resources Director and does not refer to the "service records" kept by the Woodbury County Civil Service Commission.

*Section 5:* The Employer shall not submit to the County Civil Service Commission any material regarding an employee without first submitting the contents of such material to the employee involved. The employee shall then have five (5) working days to submit a written explanation of such material to the Employer which will be included with the material submitted to the Civil Service Commission. This provision shall have no application to routine matters, such as, changes of address.

*Section 6:* In the event the employee discovers exculpatory or mitigating evidence which was not known at the time a written explanation was submitted pursuant to sections 3 or 5 of this article, nothing in sections 3 and 5 will bar the employee from submitting further written explanation after the time periods set out in those sections.

*Section 7:* Employees whose wages are established by the Board of Supervisors (this excludes, for example, employees of the County Conservation Board and the District Health Department) who become employees of the Sheriff's Office shall retain their accrued sick leave and vacation time, provided there has been no break in their employment with the County. No credit shall be granted for length of service with respect to wages or longevity pay.

## **ARTICLE XVIII**

### **Compensation**

*Section 1:* Employees shall be paid on a bi-weekly basis. Paydays shall be on Friday.

*Section 2:* Deputies will be Class 2 Deputies from time of hire for twenty four (24) months. Beginning with twenty-five (25) months of employment a Deputy shall be a Class 1 Deputy. A Deputy shall remain a Class 1 Deputy until he/she qualifies for Senior Deputy.

*Section 3:* Deputy Sheriffs who meet one of the following conditions shall be designated Senior Deputy and shall receive additional pay as specified in Appendix A-1.

- (A) 4 years of service as a Woodbury County Deputy Sheriff plus a BA or BS degree or 4 years of service as a Woodbury County Deputy Sheriff plus ten (10) years of military service.

- (B) 5 years of service as a Woodbury County Deputy Sheriff.
- (C) **A Deputy who has been a certified law enforcement officer in the State of Iowa or another State with Equivalent training as set forth in Iowa Administrative Code 501-3.89(80B) for a minimum of two (2) years or more experience will start with the pay rate that coincides with their service.**

Senior deputy pay shall begin with the first pay period following the satisfaction of one of the conditions set out above. Deputy Sheriffs who believe they are eligible to receive senior deputy pay based upon Condition A or B shall submit evidence of satisfaction of the academic requirement **and military service via form DD214 to the Human Resources Department.**

Section 4: Deputy Sheriffs who meet one of the following conditions shall be designated a Master Deputy and shall receive Master Deputy pay as specified in Appendix A-1.

- (A) 7 years (84 months) of service as a Woodbury County Deputy Sheriff **plus one of the following: a BA or BS; Master's degree; or 10 years military service.**
- (B) 8 years (96 months) of service as a Woodbury County Deputy Sheriff.

**ARTICLE XIX**  
**Duration and Signature**

*Section 1:* This Agreement shall be effective July 1, **2023**, and shall continue through June 30, **2026**, for all articles, provisions, and appendices.

*Section 2:* **Effective the first full pay period of July 2023, wages for each employee will be increased by 6.0%. Effective the first full pay period of July 2024, wages will be increased by 3.50%. For the 2025-2026 year parties agree to a wage reopener only.** This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 1st of the year prior to the time when modification is desired. The notification in writing is jurisdictional, but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, **2023**

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS  
OF AMERICA  
(Deputies)

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
CWA Representative

By: \_\_\_\_\_  
CWA Local 7177 President

By: \_\_\_\_\_  
Bargaining Committee

By: \_\_\_\_\_  
Bargaining Committee

By: \_\_\_\_\_  
Bargaining Committee



**APPENDIX A-1  
JULY 1, 2023**

**Deputies**

<b>2<sup>nd</sup> Class</b>	<b>\$28.14</b>
<b>1<sup>st</sup> Class</b>	<b>\$32.71</b>
<b>Senior Deputy</b>	<b>\$34.84</b>
<b>Master Deputy</b>	<b>\$38.30</b>
<b>Sergeants</b>	<b>\$41.66</b>

**APPENDIX A-1  
JULY 1, 2024**

**Deputies**

<b>2<sup>nd</sup> Class</b>	<b>\$29.13</b>
<b>1<sup>st</sup> Class</b>	<b>\$33.86</b>
<b>Senior Deputy</b>	<b>\$36.06</b>
<b>Master Deputy</b>	<b>\$39.64</b>
<b>Sergeants</b>	<b>\$43.12</b>

## **WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 03/16/2023 Weekly Agenda Date: 03/21/2023

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kevin Grieme Director - SDHD

**WORDING FOR AGENDA ITEM:**

Approval and authorization for Board Chair to sign the purchase agreement with SpecPro Inc. for completion of skylight maintenance work for the building located at 1014 Nebraska.

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Give Direction ☐

Other: Informational ☐

Attachments ☒

**EXECUTIVE SUMMARY:**

Following the inspection of the two skylights within the facility located at 1014 Nebraska St., it has been determined that maintenance updates are needed to maintain the integrity of the units

**BACKGROUND:**

In the SDHD building located at 1014 Nebraska Street, there are two skylights that were a part of the facility when purchased. Weather coating was performed in 1991 and 2009 as maintenance, but with the age of the skylights being 47 years old, they have outlived their life expectancy as documented in the inspection report completed in September of 2022.

**FINANCIAL IMPACT:**

The total cost for the two skylights is \$76,331 to be include in the FY23 CIP Projects.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☒ No ☐

**RECOMMENDATION:**

To approve this purchase agreement as presented.

**ACTION REQUIRED / PROPOSED MOTION:**

Move to approve and authorize the Board Chair to sign the Purchase Agreement with SpecPro Inc to complete the maintenance updates to the two skylights within the building located at 1014 Nebraska.



**3/16/2023**

**Siouxland District Health Department  
Woodbury County**

**Subject - Material Installed BPA - Siouxland District Health Department**

**BID - PURCHASE AGREEMENT  
MATERIAL INSTALLED**

**SCOPE OF WORK:**

The following is our bid for your review. Signed acceptance below verifies it as a Purchase Agreement between SpecPro inc. (now known as 'Seller') and Woodbury County (now known as 'Buyer') to furnish and install Major Industries Guardian 275 as follows:

SG-SS w/o ends

Single Slope without ends: Guardian 275

Upslope: 11'-7" Length: 25'-7" Slope: 9.46° Bays: 1 upslope, 7 unequal lengthwise  
2.00 Each

**SPECIFICATIONS:**

Dead Load: 3psf

Deflection: L/60 per IBC

Wind Load: 25psf (ASD)

Ground Snow Load: 40psf

Drift Load: Not Provided

This quote is not valid if loads are greater than those listed above.

The following applies to all units unless noted:

Light Transmission: 33%

Grid: 12"x24" per customer

Center of Panel U-Factor: .20

Glazing: .070" Ultimate Series "Silver Edition" Crystal Non-Fire Rated Exterior/.045" Standard Crystal Fire Rated Interior, 2 3/4"

Finish: 215-R1 Class I Clear Anodize

Non-Thermally Broken Perimeter Frame

Non-Thermally Broken Grid Core

Warranty: 1 Yr Matl/Wrk, 10 Yr Fiberbloom, 10 Yr Color change, 5 Yr Finish

.040 Aluminum Head, Sill, and Jamb Flashing

**EXCLUSIONS:**

\*Taxes

\*Leakage Warranty

\*Multiple shipments

\*Structural Calculations

\*Energy Calculations

\*Curbs

\*Head Flashing for any Wall Panel Systems unless noted

\*Counter Flashing and All Other Flashing unless noted

\*Trim

\*Gutters & Downspouts

\*Field Testing & Mock-ups of any kind

\*All Steel

\*Structural Support (unless otherwise noted)

\*Vertical Head or Sill Deflection of the Building Structure

\*Tubes (unless otherwise noted)

\*AND ANY OTHER ITEM NOT SPECIFICALLY MENTIONED IN THE ABOVE INCLUSIONS

**BASE BID – MATERIAL INSTALLED excluding tax ----- \*\* \$70,406**

**ADD TO BASE BID (For thermally broken frame and grid core)\_\_\_\_\_ \$3,829**

**ADD TO BASE BID (For performance bond) \_\_\_\_\_ \$2,096**

DESCRIPTIONS AND CONDITIONS HEREIN CONSTITUTE THE COMPLETE AND ONLY AGREEMENT BETWEEN THE BUYER AND SELLER AND IS BINDING UPON SIGNED ACCEPTANCE BELOW.

\*\*Price is based on the job being released for production within 75 days of receiving the order. Jobs released after 75 days will be subject to price escalations.

**Product Specifications and Limitation:**

Seller shall provide materials and installation described in Scope of Work per published supplier and/or industry specifications. For liability reasons, removed product becomes the property of Seller. This Bid-Purchase Agreement is based on completing the work during Seller's normal business hours. New materials will not match any existing weathered material. Material is ordered and shipped upon acceptance of this Agreement.

**Work Stoppages:**

Any interruption to the work by the Buyer requiring removal of Seller's personnel and/or equipment will add to the sale amount \$1,500 per each return trip to the jobsite.

**Delays:**

Natural disaster, transportation, off-site labor dispute, inclement weather or similar interruptions, should any occur and delay performance, will not be a liability to Seller.

**Cleaning:**

Cleaning is limited to the new material at time of installation. Subsequent cleaning or cleaning of other surfaces is not included.

**Trash:**

Trash generated from the Scope of Work will be removed and disposed of by Seller at no cost to Buyer.

**Warranty:**

Reference manufacturer's specific warranties in specifications section. Seller warrants installation workmanship for a period of one year from date of completion.

**Payment Terms:**

Invoices are due and payable in full thirty (30) days from invoice date. No retention is allowed. A finance charge of 1.33% per month (annual rate of 16%) will be added to the balance unpaid after 30 days. Payment terms are as follows: 50% down payment, 30% when SpecPro, Inc. takes delivery of material, and 20% final.

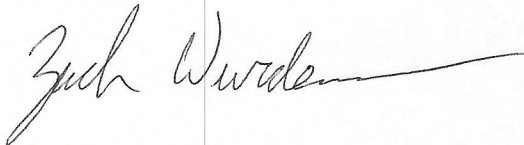
**Acceptance:**

This Agreement may be voided by Seller on March 31, 2023 if not accepted, signed and returned to Seller.

Zach Wurdeman	
<b>By: Name</b>	<b>Printed Name &amp; Title</b>
March 16, 2023	
<b>Submitted Date</b>	<b>Date</b>
<b>Signature</b>	<b>Signature</b>

SpecPro, Inc. inspects roughly 1,000 skylights a year. At 47 years old, the skylights at Siouxland District Health Department are some of the oldest skylights I've ever inspected. I'm surprised you haven't had issues with these skylight units leaking inside the building. There are multiple spots where the exterior face sheet is worn through, which is allowing moisture to get inside the panels. The moisture in the panels has caused the insulation to turn yellowish/dark brownish. A strong wind can get under the areas that are worn out and rip the exterior face sheet off. I saw this happen a few weeks ago in Houston. That customer is now boarding up the opening and trying to keep the elements from getting in the building while they wait for material to get in. I strongly suggest replacing these units as they could go at any moment, I'm shocked they've lasted this long. These skylights usually last 30-40 years, at 47 years old these skylights have outlived their life expectancy.

Thanks,

A handwritten signature in black ink that reads "Zach Wurdeman". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Zach Wurdeman

National Inspector

SpecPro, Inc.



**Inspection Date:** Thursday, September 15, 2022  
**Time:** 2:30

## Inspection Report

**Project Name:** Siouxland District Health Department  
**Address:** 1014 Nebraska St Sioux City, IA 51105  
**Contact:** Tom Calvillo, Operations Supervisor  
**Phone:** 712-279-6119

**Product Description:** 1977: Two 11'x25' shed roofs. **We weathercoated in 1991 & 2009.**

<b>Exterior Face Sheet:</b>	Crystal	<b>Interior Face Sheet</b>	Crystal
<b>Clear Coat Condition:</b>	Poor	<b>What % Gone</b>	100%
<b>TYPE:</b>	Fiberbloom	<b>Degree of Breakdown</b>	Advanced
<b>Structural Delamination</b>	Moderate	<b>% Of Delamination</b>	50%
<b>Hail Damage:</b>	Yes	<b>Average Fractures</b>	1-10

<b>Battens</b>	Screws	Ok	Caulk	Ok	<b>Paint/Seal</b>	Ok
<b>Flashing</b>	Screws	Ok	Caulk	Ok	<b>Weeps</b>	Ok
<b>Insulation</b>	Sagging	No	Dis-colored	Yes	<b>Lightning Protection</b>	No

**Observations:** The two skylights at the Siouxland District Health Department are in pretty rough shape. The clear coat is completely gone on both of the skylights. The clear coat is what protects the skylights from the sun's UV rays. If you look at photo #8 you can see that the exterior face sheet is getting worn through. This is probably why there is so much moisture getting in the panel. This will only get worse until the skylights are replaced. The insulation inside the panel has turned yellow and brown. I wasn't able to see very many hail fractures due to the large amount of fiberbloom on the exterior face sheet. Fiberbloom is when the fibers push out of the panel and grab the dirt and grime from the atmosphere. These skylights are 45 years old and have outlived their life expectancy. It is critical that they are replaced before you start getting multiple holes in the face sheet, due to the face

sheet getting worn through. It is taking roughly 5 months to get material in, so we'd be looking at replacing them this spring. There is a photo link below with pictures from my inspection.

**Photo Link:** <https://www.dropbox.com/scl/fo/a5x6ru07yaebhcpkkmxsh/h?dl=0&rlkey=ug8534zgg241lw0x4xujvzuah>



## WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 3/16/2023 Weekly Agenda Date: 3/21/2023

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mark J. Nahra, County Engineer

**WORDING FOR AGENDA ITEM:**

Consider approval of completion certificate for project L-B(O102)--73-97

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☒

**EXECUTIVE SUMMARY:**

The county approved a contract with Dixon Construction on August 17, 2021 for a bridge replacement on 260th Street, Section 26-87-44.

**BACKGROUND:**

The project was completed December 12, 2022. The work was done within compliance with county standards. The contract price for the project was \$335,988.40.

**FINANCIAL IMPACT:**

The projects are paid for with local Woodbury County secondary road funds.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☒

**RECOMMENDATION:**

I recommend the Board approve, accept and certify the completed project.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the certificate of completion of project L-B(O102)--73-97 with Dixon Construction for \$335,988.40

*Approved by Board of Supervisors April 5, 2016.*

CERTIFICATION AS TO COMPLETION OF WORK  
AND FINAL ACCEPTANCE BY THE BOARD OF SUPERVISORS  
WOODBURY COUNTY, IOWA

PROJECT NO. L-B(O102)—73-97

This is certify that work covered by contract entered into with

**Dixon Construction**

**of Correctionville, Iowa under the date of August 17, 2021**

Bridge replacement on 260<sup>th</sup> Street, Section 28-87-44

Contract Amount: **\$335,988.40**

in Woodbury County was completed in accordance with the plans and specifications  
therefore, and in a satisfactory manner on **December 12, 2022**

March 21, 2023 By \_\_\_\_\_  
Date County Engineer

Approved: Board of Supervisors  
Woodbury County, Iowa

March 21, 2023 By \_\_\_\_\_  
Date Chairperson

## WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 3/16/2023 Weekly Agenda Date: 3/21/2023

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Loni Kuhlmann - Veteran Affairs

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☐

Public Hearing ☐

Other: Informational ☐

Attachments ☒

**EXECUTIVE SUMMARY:**

The attached Veterans have applied to become the new Commissioner for our office. Please choose from the applications & references, to fill the remaining term of the departed Commissioner.

**BACKGROUND:**

Our office is down a Commissioner, as they resigned a few months ago. Attached are the applicants & their references, for your consideration. The remaining term, for this appointment, is through June 2023, this if they want to remain they may be re-appointed.

**FINANCIAL IMPACT:**

No change as this Commissioner is budgeted for.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☐

**RECOMMENDATION:**

The office would be happy with any of the attached applicants.

**ACTION REQUIRED / PROPOSED MOTION:**

Appointment of new Commissioner.

# APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,  
620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: Veteran Affairs (Board/Commission)  
Date 3 FEB 23 E-mail Address fennelt50@gmail.com  
Name Thomas Fennell  
Address 2209 Pueblo Ct 51104  
Phone Number 712-253-9257 Fax Number \_\_\_\_\_  
Business Phone \_\_\_\_\_ Cell Phone 712-253-9257

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

☐ Female ☒ Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Sioux City Community School Juvenile Court Liaison  
Track and Cross country Coach  
Running, Biking, Hiking and reading

Recently retired from 34 years Air National Guard

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

As much as my employment will allow.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

Having recently retired from service I still  
have a passion to serve. My struggles and the  
service from the VET Center, Vet Affairs and  
VA provide me a unique perspective to assist  
and advocate for my fellow veterans.

■ Contributions you feel you can make to the Board/Commission:

Passion, energy, perspective on the struggles  
of our veterans gained from personal experience.  
Speaking skills, networking skills and availability  
and willingness to devote the necessary time to help  
impact veterans and grow the community.

■ Direction/role you perceive of this Board/Commission:

To educate and communicate on behalf of our veterans and the services and resources available to assist and support. Impact as many VETS as possible in a positive capacity.

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

I am very grateful for the services and support that I am receiving as a veteran. They know and appreciate how me a unique perspective to develop relationships pertaining to our veterans in our community.

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
Gary Niles	1081 Benton Ave	51158	712-389-7278	gary.niles9784@gmail.com
				Juvenile Court Supervisor
Larry Christensen	10825 E24, Whiting, IA	51063	712-233-0501	
			amylarpc@gmail.com	Air Nat Guard Supervisor

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature



Date

3 FEB 23

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR  
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND  
DISTRIBUTED FOR THE PUBLIC.



Third Judicial District  
Juvenile Court Services  
Gary Niles, Chief Juvenile Court Officer  
822 Douglas Street  
Trosper-Hoyt Bldg., Room 201  
Sioux City, IA 51101-1024  
712-279-6586 Fax: 712-279-6020

Counties

Buena Vista  
712-749-2564

Cherokee  
712-225-2669

Clay  
712-262-5938

Crawford  
712-263-5442

Dickinson  
712-262-5938

Emmet  
712-362-5729

Ida  
712-749-2564

Kossuth  
712-295-7018

Lyon  
712-737-8633

Monona  
712-263-5442

O'Brien  
712-737-8633

Osceola  
712-737-8633

Palo Alto  
515-295-7018

Plymouth  
712-546-1642

Sioux  
712-737-8633

Woodbury  
712-279-6586

Loni Kuhlmann, Executive Director  
Woodbury County Commission of Veteran Affairs

Lori,

Please accept this letter as my formal endorsement of T. J. Fennell as a new commissioner on the Woodbury County Commission of Veteran Affairs. I have known T.J. for nearly 35 years and have always found him to be an outstanding person in every regard. T.J. has devoted a substantial part of his professional life serving this great nation with distinction, often times at a significant cost to himself and his family. T.J. has been responsible for countless numbers of enlistees into the Armed Services by truly representing what being in the service can do for you, including two of my sons and two of my grandsons.

T.J. Has been employed as a School Liaison Officer in the Sioux City Schools for over 30 years, a program he started that now has over 100 members in schools throughout Iowa. He has mentored hundreds of youths and I can tell you of many successful people who very kindly say that T.J. made a huge difference in their lives.

In closing, I can truly think of no better person for this position and I know with the greatest of certainty that T.J. will pour his heart and soul into the commission's efforts.

Please do not hesitate to call if any further endorsement is necessary. I am most excited to hear of T.J.'s desire to continue to serve the veterans of our community.

Respectfully Submitted,

Gary P. Niles  
Chief Juvenile Court Officer  
Third Judicial District

State of Iowa

Dated this 9<sup>th</sup> day of March, 2023

**Lisa Robinson**

---

**From:** Loni Kuhlmann  
**Sent:** Wednesday, March 1, 2023 10:01 AM  
**To:** Lisa Robinson  
**Subject:** FW: Reference for Thomas Fennell

*Loni Kuhlmann, Executive Director*  
*Woodbury County Commission of Veteran Affairs*  
1211 Tri View Ave  
Sioux City, IA 51103  
**Phone:** (712) 279-6605 or 6606  
**Fax:** (712) 224-4093  
**Email:** [lkuhlmann@woodburycountyiowa.gov](mailto:lkuhlmann@woodburycountyiowa.gov)

**From:** A C <[amylarryc@gmail.com](mailto:amylarryc@gmail.com)>  
**Sent:** Tuesday, February 28, 2023 7:04 PM  
**To:** Loni Kuhlmann <[lkuhlmann@woodburycountyiowa.gov](mailto:lkuhlmann@woodburycountyiowa.gov)>  
**Subject:** Reference for Thomas Fennell

**CAUTION:** This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Loni,

Thanks for allowing me to send you this reference for Thomas Fennell (TJ). I've worked with TJ for 30+ years in the Iowa National Guard. He has always worked extremely hard for the mission of the Iowa National Guard, Airmen, Soldiers, and their families. Working to improve servicemen's lives is only part of what TJ is capable of. He also works with troubled kids. He has improved the lives of many troubled kids who had very few options. He has given them new hope and helped redirect their lives to something they probably never dreamed of.

I believe TJ would be an excellent choice for the Commissioner position with your organization. You will not find anyone more motivated than TJ. He has much more to give and will work very hard for the veterans of Woodbury County.

Please feel free to contact me if you have any questions.

Thank you,

Larry Christensen, Brig Gen(ret)

Cell:712-203-1715

[Email:amylarryc@gmail.com](mailto:amylarryc@gmail.com)

# APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,  
620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: COMMISSION, VETERAN AFFAIRS (Board/Commission)

Date 1-19-2023 E-mail Address zane.chwrick@woodburycountyia.gov

Name ZANE CHWIRKA

Address 1700 S. CORNELIA ST

Phone Number 712-898-2121

Fax Number

Business Phone (712) 279-6010 EXT. 2629

Cell Phone (712) 898-2121

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

☐ Female ☒ Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

- WOODBURY COUNTY SHERIFF'S OFFICE - DEPUTY
- I'M AN ASSISTANT COACH AT SIOUXLAND CRISTIAN  
W/FOOTBALL AND BASKETBALL
- TRY TO STAY IN SHAPE, RUN & LIFT

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

A COUPLE HOURS A MONTH

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

I AM LOOKING TO GAIN INFO ON HOW I CAN  
ASSIST OTHER VETS AND MYSELF BETWEEN THE  
ARMY BUND AND AIR BUND I RETIRED AROUND  
A YEAR AGO W/ 21 YEARS OF SERVICE.

■ Contributions you feel you can make to the Board/Commission:

BEING EMPATHETIC AND JUST TRYING TO HELP  
OTHERS. I CAN RELATE TO ALOT OF OUR  
SERVICE MEMBERS



■ Direction/role you perceive of this Board/Commission:

TO BE AN ADVOCATE FOR OUR VETS AND  
THEIR FAMILIES.

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

SASHA DOWNS ASKED ME IF I WOULD BE  
INTERESTED IN A POSITION W/ THE VETERAN  
AFFAIRS COMMISSION. I DO NOT KNOW A LOT  
OF WHAT THIS JOB ENTAILS BUT AM WILLING  
TO LEARN AND HELP OUT VETS.

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
WILLIE GARRETT	203 3RD ST. P.O. Box 655	712-635-6448	wgarrett@woodburycountyia.gov	FRIEND/co-worker
TIM CHRISTENSEN	3221 ORLEANS AVE. S.C. IA	(712) 898-7442	tlmtimc76@gmail.com	FRIEND

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature [Signature] Date 1-19-2023

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR  
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND  
DISTRIBUTED FOR THE PUBLIC.

**Lisa Robinson**

---

**From:** Loni Kuhlmann  
**Sent:** Thursday, March 9, 2023 11:23 AM  
**To:** Lisa Robinson  
**Subject:** FW: Referral Letters

*Loni Kuhlmann, Executive Director*  
**Woodbury County Commission of Veteran Affairs**  
1211 Tri View Ave  
Sioux City, IA 51103  
Phone: (712) 279-6605 or 6606  
Fax: (712) 224-4093  
Email: [lkuhlmann@woodburycountyiowa.gov](mailto:lkuhlmann@woodburycountyiowa.gov)

**From:** Tim Christensen <[tintimc76@gmail.com](mailto:tintimc76@gmail.com)>  
**Sent:** Thursday, March 9, 2023 11:11 AM  
**To:** Loni Kuhlmann <[lkuhlmann@woodburycountyiowa.gov](mailto:lkuhlmann@woodburycountyiowa.gov)>  
**Subject:** Re: Referral Letters

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Loni,

Zane is one of my closest friends and an amazing human being. I have personally witnessed this man help so many people not only at the guard but in the civilian world as well, myself included. He was there for me in some serious times of need and would reach out to me just to make sure I was ok. He is a highly motivated individual that has empathy by the truckloads. He is a very fluent speaker and wise beyond his years. His leadership qualities are some of the best I have ever seen in my 27 years of military experience and he was very inspiring to his troops and even to his officers over him. I even considered him a role model and he was very helpful in guiding me through some tough times in my life. I highly recommend Zane Chwirka for the position of commissioner and I have complete confidence he will do amazing things!!

V/r  
LtCol Tim Christensen

On Thu, Mar 9, 2023 at 10:51 AM Loni Kuhlmann <[lkuhlmann@woodburycountyiowa.gov](mailto:lkuhlmann@woodburycountyiowa.gov)> wrote:

I am still in need of your referral letters for our new commissioner applicants. Please respond by the end of the week with them. Thank you .

## WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 3/16/23 Weekly Agenda Date: 2/21/23

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Chairman Matthew Ung

**WORDING FOR AGENDA ITEM:**

Approval to set a roundtable meeting with Iowa's regional legislators in coordination with Plymouth & Monona counties

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

**EXECUTIVE SUMMARY:**

While the media and public are encouraged to attend, the purpose and focus of this roundtable with county supervisors and state legislators is for local and state policymakers to dialogue and learn.

**BACKGROUND:**

Given current pending legislation, it is clear to us that our state legislators would benefit from hearing more about how our counties budget and function to provide essential services to our shared constituents. It would also benefit our area supervisors to receive pertinent updates and have the opportunity to answer any questions from state legislators in a collaborative setting.

**FINANCIAL IMPACT:**

n/a

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☐

**RECOMMENDATION:**

The date, time, and location proposed has been agreed to by the Board Chairpersons of Woodbury, Plymouth, and Monona counties. In coordination with the other counties, at least one week prior to the roundtable, the Woodbury County Board will publish an agenda of topics which will include time for legislative updates. The meeting will be recorded by Woodbury County and made available.

**ACTION REQUIRED / PROPOSED MOTION:**

Set a public roundtable meeting in the basement boardroom of the Woodbury County Courthouse for April 7 at 3:30pm, and invite Iowa's area legislators to attend the roundtable hosted by the Boards of Supervisors of Woodbury, Plymouth, and Monona counties.

# WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 03/10/23 Weekly Agenda Date: 03/21/23

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Deb Main

**WORDING FOR AGENDA ITEM:**

Citizens Concerned About CO2 Pipelines

**ACTION REQUIRED:**

Approve Ordinance ☒

Approve Resolution ☐

Approve Motion ☐

Public Hearing ☐

Other: Informational ☒

Attachments ☐

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

Two proposed hazardous CO2 pipelines, Summit Carbon Solutions (Summit) and Heartland Greenway (Navigator) are seeking ROW to construct in Woodbury County. Both have filed for permits, including the right of eminent domain, with the Iowa Utility Board.

**FINANCIAL IMPACT:**

none

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☒

**RECOMMENDATION:**

Strengthen Woodbury County's ability to govern hazardous CO2 pipelines.

**ACTION REQUIRED / PROPOSED MOTION:**

To study and adopt ordinances governing the siting and safety of hazardous CO2 pipelines in Woodbury County. Exp: Shelby County ordinance

## **ORDINANCE NO. 2022-4**

### **AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE SHELBY COUNTY ZONING ORDINANCE NO. 2006-6 FOR THE PURPOSE OF REGULATING AND RESTRICTING THE USE OF LAND FOR THE TRANSPORT OF HAZARDOUS LIQUID THROUGH A HAZARDOUS LIQUID PIPELINE**

WHEREAS, the Supervisors of Shelby County Iowa (“the County”), under the authority of IA CONST Art. 3, § 39A, Iowa Code § 331.301, and Iowa Code § 335.3, the County has adopted Ordinance No. 2006-6 pertaining to county zoning and land use controls (“the Ordinance”); and

WHEREAS, the County may by ordinance lawfully regulate and restrict the use of land for trade, industry, residence, or other purposes in accordance with a comprehensive plan and designed to further the considerations and objectives set forth in Iowa Code § 335.5; and

WHEREAS, the County adopted a comprehensive plan in 1998 which among other things (1) sets forth a master land use plan; (2) community planning goals for each city in the county; (3) goals and objectives for economic development, housing, land use, and public facilities; and (4) an implementation plan for achieving the goals of the plan; and

WHEREAS, the comprehensive plan states (1) that “Communities where development is proposed within the two-mile planning jurisdiction should participate with the county in the development oversight of these areas to assure the compatibility with the development standards of the city, service provisions by the city and potential future growth patterns of the city”; and (2) that “Without exception, the greatest priority in the urban portion of the county is the preservation and improvement of basic infrastructure, and the creation of new housing opportunity.”;

WHEREAS, the County’s comprehensive plan also states that “Hazard mitigation planning is necessary to assess the on-going mitigation goals in the community, to evaluate mitigation alternatives that should be undertaken, and to outline a strategy for implementation;” and

WHEREAS, the considerations and objectives of land use and zoning regulations under Iowa Code § 335.5 require counties to design the regulations (1) to secure safety from fire, flood, panic, and other dangers; (2) to protect health and the general welfare; (3) to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirement; and

WHEREAS, the County and the several municipalities within the County employ a number of emergency response personnel, including local sheriffs, police, firefighters, and emergency medical service responders, and are responsible for ensuring the safety of these public servants through adequate training, knowledge, and access to personal protective equipment; and

WHEREAS, the State of Iowa through Iowa Code chapter 29C requires the County and the several cities within the County to participate in and fund county-level and regional emergency response planning for both natural and human-caused disasters through its joint county-municipal local emergency management commission and agency, to support response to disasters in other Iowa counties, and to establish emergency communication measures to alert County residents of threats to their lives and wellbeing; and

WHEREAS, the County has authority under Iowa law to require information from a company that proposes to construct a hazardous liquid pipeline in the County that will enable the County to fulfill its statutorily required emergency planning duties and protect county emergency response personnel;

WHEREAS, the County, in coordination with the State of Iowa, other counties, and the several cities within the County, has adopted a Comprehensive Emergency Management Plan in order to provide for a coordinated response to a disaster or emergency in Shelby County; and

WHEREAS, the existing emergency response plan for the County does not currently evaluate the risk of or plan for a response to a rupture of a carbon dioxide pipeline passing through the County;

WHEREAS, the transport of hazardous liquid through an hazardous liquid pipeline constitutes a threat to public health and the general welfare such that the Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation (“PHMSA”) has the authority to prescribe safety standards for such pipelines; and

WHEREAS, the federal Pipeline Safety Act in 49 U.S.C. § 60101 et seq. authorizes the United States Department of Transportation to regulate safety standards for the design, construction, operation, and maintenance of hazardous liquid pipelines, including those that transport supercritical carbon dioxide, but § 60104(e) of this law states that “[t]his chapter does not authorize the Secretary of Transportation to prescribe the location or routing of a pipeline facility,” such that no federal regulation determines the location or route of a hazardous liquid pipeline; therefore, the State of Iowa may determine the route or location of a federally regulated hazardous liquid pipeline based on such policy factors that the State of Iowa deems relevant;

WHEREAS, the State of Iowa and its political subdivisions may and must consider the risks of a hazardous liquid pipeline when selecting a route for it, so as to prevent its construction overly near to residential buildings, existing and future public and private infrastructure, high and vulnerable population buildings such as schools and nursing homes, future housing or industrial developments, and confined animal facilities; and

WHEREAS, in Iowa, the Iowa Utilities Board (“the IUB”) has authority pursuant 49 U.S.C. § 60104(e) of the Hazardous Liquid Pipeline Safety Act and under Iowa Code chapter 479B to implement certain controls over hazardous liquid pipelines, including the authority to approve the location and routing of hazardous liquid pipelines; and

WHEREAS, under Iowa Code § 479B.4, a pipeline company must file a verified petition with the IUB asking for a permit to construct, maintain, and operate a new pipeline along, over, or across the public or private highways, grounds, waters, and streams of any kind in this state; and

WHEREAS, Iowa Code § 479B.5 requires that each petition for a permit must state the relationship of the proposed project to the present and future land use and zoning ordinances; and

WHEREAS, Iowa Code § 479B.20: (1) specifically provides for the application of provisions for protecting or restoring property that are different than the provisions of section 479B.20 and the administrative rules adopted thereunder, if those alternative provisions are contained in agreements independently executed by the pipeline company and the landowner; (2) specifically contemplates that such agreements will pertain to “line location;” (3) specifically requires the County to hire a “county inspector” to enforce all land restoration standards, including the provisions of the independently executed agreements; and (4) specifically requires that independent agreements on “line location”

between the landowner and the pipeline company must be provided in writing to the county inspector; and

WHEREAS, the construction of a hazardous liquid pipeline constitutes a use of land for trade, industry, or other purposes which the County has not heretofore regulated or restricted through the use of zoning or other ordinances; and

WHEREAS, Summit Carbon Solutions, LLC (“the Company”) has submitted to the IUB a Petition for a Hazardous Liquid Pipeline Permit (“the Permit”) and proposes to build a carbon capture and sequestration project (“Project”) that would transport up to 12 million metric tons of carbon dioxide (“CO<sub>2</sub>”) annually from participating industrial facilities in Iowa, as well as CO<sub>2</sub> from facilities in Minnesota, North Dakota, South Dakota, and Nebraska to a sequestration site in North Dakota, where the CO<sub>2</sub> will be permanently stored; and

WHEREAS, the IUB has not yet issued a permit to the Company; and

WHEREAS, the Permit application proposes to locate and route a portion of the pipeline in the County; and

WHEREAS, there are several factors that would influence human safety in the event of a rupture of such a pipeline, including CO<sub>2</sub> parts per million (ppm) concentration, wind speed and direction, velocity of the gas exiting the pipe, and thermodynamic variables; and

WHEREAS, (1) a sudden rupture of a CO<sub>2</sub> pipeline may lead to asphyxiation of nearby people and animals, (2) CO<sub>2</sub> is lethal if inhaled for 10 minutes at a concentration larger than 10% by volume, (3) the National Institute for Occupational Safety and Health (“NIOSH”) has set the Immediate Dangerous to Life and Health (IDLH) limit of CO<sub>2</sub> at 4% by volume; and (4) at concentrations of 25% volume, CO<sub>2</sub> is lethal to humans within 1 minute; and

WHEREAS, the Shelby County Board of Health has issued a Public Health Position Statement (“Statement”) that (1) expresses concern for the risk of CO<sub>2</sub> exposure to humans, the environment, and to livestock; (2) states that CO<sub>2</sub> must be under tremendous pressure to be in liquid form for transport, creating the potential for a pipeline rupture; (3) states that CO<sub>2</sub> is an asphyxiant and a toxicant that is odorless and colorless, making a slow leak difficult to detect; (4) states that CO<sub>2</sub> freezes skin on contact and that in high concentrations, CO<sub>2</sub> will kill humans, pets, and livestock; (4) states that first responders and hospitals may not be prepared for a mass toxic gas incident; and (5) recommends that CO<sub>2</sub> pipeline routes be kept at least 1,000 feet from all residences until an updated emergency response plan is approved and recommended otherwise; and

WHEREAS, the rupture of a carbon dioxide pipeline in the County would likely release large amounts of carbon dioxide that could rise to dangerous levels near the rupture and that could threaten the health and lives of county residents, emergency response personnel, and animals, including but not limited to valuable livestock in confined animal feeding facilities; and

WHEREAS, a rupture of a carbon dioxide pipeline near a populated area could cause a mass casualty event; and

WHEREAS, on February 22, 2020, a 24-inch diameter carbon dioxide pipeline ruptured approximately one (1) mile from the town of Satartia, Mississippi (“the Satartia Incident”), and caused a number of residents to become unconscious or intoxicated, required the hospitalization of forty-nine (49) persons

and the evacuation of more than two hundred (200) persons, and also put the lives and welfare of local emergency response personnel at risk; and

WHEREAS, on May 26, 2022, PHMSA announced new safety measures to protect Americans from carbon dioxide pipeline failures after the Satartia Incident, including (1) initiating a new rulemaking to update standards for CO2 pipelines, including requirements related to emergency preparedness, and response; (2) issuing an advisory bulletin to remind owners and operators of gas and hazardous liquid pipelines, particularly those with facilities located onshore or in inland waters, about the serious safety-related issues that can result from earth movement and other geological hazards; and (3) conducting research solicitations to strengthen pipeline safety of CO2 pipelines; and

WHEREAS, the rulemaking initiated by PHMSA to update safety and emergency preparedness standards for CO2 pipelines is not yet complete; and

WHEREAS, the IUB does not have jurisdiction over emergency response in Iowa and has no expertise in emergency response planning; and

WHEREAS, the County does not have access to scientific assessments of the area of risk that would result from a rupture of the carbon dioxide pipeline proposed to be constructed in the County, which can be estimated through the use of computer modeling; and

WHEREAS, the County seeks to require the preparation of an estimate of the hazard zone resulting from a rupture of a carbon dioxide pipeline proposed to pass through the County, for the purpose of facilitating the least dangerous route through the County; and

WHEREAS, the County may adopt land use and zoning restrictions (1) for purposes of regulating the use of land in the County, including the execution of independent agreements between landowners and pipeline companies regarding land restoration and line location; and (2) for purposes of facilitating the least dangerous route through the County of a hazardous liquid pipeline, including requiring the completion of an emergency response and hazard mitigation plan; and

WHEREAS, the adoption of such land use and zoning regulations is (1) consistent with Iowa Code chapter 479B, including Iowa Code §§ 479B.5(7) and 479B.20, and (2) necessary to facilitate the IUB's approval of a permit, in whole or in part upon terms, conditions, and restrictions as to location and route that are "just and proper;" and

WHEREAS, in Exhibit F to the application for the Permit, the Company states that it will "work with local county officials to verify if any additional permits or approvals are needed prior to construction of the Project..."; and

WHEREAS, the County intends to establish a process under the Ordinance for permitting and approving the use of land in Shelby County for the transport of hazard liquid through a hazard liquid pipeline that is not inconsistent with federal law, including the Hazardous Liquid Pipeline Safety Act, and not inconsistent with Iowa law, including Iowa Code chapters 479B, 331, and 335.

WHEREAS, the County Planning and Zoning Commission held a public hearing on the Ordinance on September 23, 2022 and on September 30, 2022 recommended approval of the Ordinance with minor modifications;



NOW THEREFORE, BE IT ENACTED BY THE SUPERVISORS OF SHELBY COUNTY, IOWA:

SECTION 1. – TEXT AMENDMENT - Article 1: Title and Purpose, section 1.2, of the Zoning Regulation, is amended by repealing and replacing the section with the following:

1.2 The Ordinance, as amended, is effective as of January 1, 2023.

SECTION 2. – TEXT AMENDMENT - Article 4: General Provisions, of the Zoning Regulation, is amended by inserting the following new section:

4.20 Hazardous Liquid Pipelines – No person or property owner shall use land in any area or district in this county for purposes of transporting hazardous liquid through a hazardous liquid pipeline except under the conditions and restrictions provided hereinafter in Article 8 – Hazardous Liquid Pipelines. For purposes this Zoning Regulation, “hazardous liquid” and “hazardous liquid pipeline” shall have the meanings defined in Article 8.

SECTION 3. – TEXT AMENDMENT - Article 8: Hazardous Liquid Pipelines, of the Zoning Regulation, is amended by inserting the following new Article:

## **ARTICLE 8: HAZARDOUS LIQUID PIPELINES**

### **8.0 Purposes**

This Article prescribes and imposes the appropriate conditions and safeguards when using land in this County for purposes of a Hazardous Liquid Pipeline.

The purposes of the regulations provided in this Article are:

8.01 To lawfully regulate and restrict the use of land in the County for the transport of Hazardous Liquid through a Hazardous Liquid Pipeline in a manner that is in accordance with the County’s current comprehensive plan and that is designed to (1) to secure safety from fire, flood, panic, and other dangers; (2) to protect health and the general welfare; (3) to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirement.

8.02 To implement section 8.01 with regard to the community planning goals of cities in the County by protecting the area within each city’s two-mile planning jurisdiction (1) for purposes of encouraging local economic development, preserving and improving basic infrastructure, and creating new housing opportunities; and (2) for purposes of ensuring that communities where development is proposed within the two-mile planning jurisdiction can participate with the county in the development oversight of these areas to assure the compatibility with the development standards of the city, service provisions by the city and potential future growth patterns of the city.

8.03 To implement section 8.01 with regard to the County’s legal obligation to engage in emergency response and hazard mitigation planning, including furthering the comprehensive plan’s goals and objectives for assessing ongoing mitigation, evaluating mitigation alternatives, and ensuring there is a strategy for implementation and including the need to protect the health and welfare of both residents and emergency response personnel.

8.04 To implement section 8.01 in a manner that is not inconsistent with federal or state law, including the United States Constitution, the federal Pipeline Safety Act in 49 U.S.C. § 60101 et seq., the Iowa Constitution, and Iowa Code chapters 29C, 479B, 331, and 335.

8.05 To implement section 8.01 in a manner that treats all Hazardous Liquid Pipelines in a similar manner, to the extent they are similarly situated, and to utilize to the greatest extent feasible the land use and zoning regulations and processes already utilized in the County.

8.06 To implement section 8.01 in a manner (1) that facilitates the approval of a permit by the Iowa Utilities Board, in whole or in part upon terms, conditions, and restrictions as to location and route that are “just and proper;” and (2) that creates a process that allows a Hazardous Liquid Pipeline operator to work with local county officials to obtain all local permits or approvals prior to the construction of the pipeline.

## 8.1 Definitions

For purposes of this Article, unless the context otherwise requires:

“Affected person” means the same as defined in Iowa Administrative Code 199-13.1(3) and, unless otherwise defined in that rule, means any Person with a legal right or interest in the property, including but not limited to a landowner, a contract purchaser of record, a Person possessing the property under a lease, a record lienholder, and a record encumbrancer of the property.

“Applicant” means a Pipeline Company or a Property Owner who applies for a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Article.

“Application” means the documents and information an Applicant submits to the County for purposes of obtaining a Conditional Use Permit as well as the related process and procedures for considering the application pursuant to this Article.

“Blast Zone” means the geographic area in County that would be subject to a shock wave from rupture of a Hazardous Liquid Pipeline, including of a Carbon Dioxide Pipeline, that could harm or kill persons or animals due solely to physical trauma, for example from flying debris or the physical impact of a pressure wave resulting from a rupture.

“Board of Adjustment” means the Shelby County Board of Adjustment established pursuant to Iowa Code chapter 335 and Article 23 of this Zoning Regulation.

“Carbon Dioxide Pipeline” means a Hazardous Liquid Pipeline intended to transport liquified carbon dioxide and includes a Pipeline of 4 inches or more in diameter used to transport a gas, liquid, or supercritical fluid comprised of 50 percent or more of carbon dioxide (CO<sub>2</sub>).

“Conditional Use Permit” means a conditional use or use limitation authorized and approved by the Board of Adjustment in the manner and according to the standards provided in sections 23.21 and 4.15 of this Zoning Regulation.

“Confidential Information” means information or records allowed to be treated confidentially and withheld from public examination or disclosure pursuant to Iowa Code chapter 22 or other applicable law.

“County” or “the County” means Shelby County, Iowa.

“Emergency” means the same as defined in Iowa Administrative Code 199 rule 9.1(2) and, unless otherwise defined in that rule, means a condition involving clear and immediate danger to life, health, or essential services, or a risk of a potentially significant loss of property.

“Facility” is any structure incidental or related to the Hazardous Liquid Pipeline and any space, resource, or equipment necessary for the transport, conveyance, or pumping of a Hazardous Liquid through a Hazardous Liquid Pipeline located in the County, including all related substations.

“Fatality Zone” means the geographic area in County in which residents of the County would face a significant risk of loss of life due to a rupture of a Hazardous Liquid Pipeline, taking into consideration, in the case of a Carbon Dioxide Pipeline, the dispersion of CO<sub>2</sub> from a rupture, taking into consideration CO<sub>2</sub> concentration and the duration of exposure.

“Hazard Zone” means, in the case of a Carbon Dioxide Pipeline, the geographic area in the County in which residents of the County would likely become intoxicated or otherwise suffer significant adverse health impacts due to a rupture of a Carbon Dioxide Pipeline, taking into consideration the dispersion of CO<sub>2</sub> from a rupture, taking into consideration CO<sub>2</sub> concentration and the duration of exposure.

“Hazardous Liquid” means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined there, means crude oil, refined petroleum products, liquefied petroleum gases, anhydrous ammonia, liquid fertilizers, liquefied carbon dioxide, alcohols, and coal slurries.

“Hazardous Liquid Pipeline,” means a Pipeline intended to transport Hazardous Liquids, and also includes Class 3, Class 6, Class 8, or Class 9 hazardous materials, as defined by 49 C.F.R. § 173.120, et seq., with any portion proposed to be located within the County

“In-service date” is the date any Hazardous Liquid is first transported through any portion of a Pipeline located in the County.

“Independent Agreement” means alternative provisions regarding land restoration or Line Location contained in agreements independently executed by a Pipeline Company and a Landowner or a Property Owner as described in Iowa Code § 479B.20(10).

“IUB” means the Iowa Utilities Board created within the Iowa Department of Commerce pursuant to Iowa Code chapter 474.

“Landowner” means the same as defined in Iowa Code §§ 479B.4(4) and 479B.30(7), and, unless otherwise defined there, means a Person listed on the tax assessment rolls as responsible for the payment of real estate taxes imposed on the property and includes a farm tenant.

“Line Location” means the location or proposed location or route of a Pipeline on a Landowner’s property.

“Occupied Structure” means a Building or Structure that has been inhabited or used for residential, commercial, industrial, or agricultural purposes at any time during the twelve (12) months preceding an application for a Conditional Use Permit pursuant to this Article.

“PHMSA” means Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation.

“Person” means the same as defined in Iowa Administrative Code 199-13.1(3) and, unless otherwise defined in that rule, means an individual, a corporation, a limited liability company, a government or governmental subdivision or agency, a business trust, an estate, a trust, a partnership or association, or any other legal entity as defined in Iowa Code section 4.1(20).

“Pipeline” means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined there, means an interstate pipe or pipeline and necessary appurtenances used for the transportation or transmission of hazardous liquids.

“Pipeline Company” means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined there, means any Person engaged in or organized for the purpose of owning, operating, or controlling Pipelines for the transportation or transmission of any Hazardous Liquid or underground storage facilities for the underground storage of any Hazardous Liquid.

“Pipeline Construction” means the same as defined in Iowa Administrative Code 199-9.1(2) and, unless otherwise defined in that rule, means activity associated with installation, relocation, replacement, removal, or operation or maintenance of a pipeline that disturbs agricultural land, but shall not include work performed during an emergency, tree clearing, or topsoil surveying completed on land under easement with written approval from the landowner.

“Property Owner” means the owner or owners, together with his, her, its or their heirs, successors and/or assigns, of the land or property over, under, on, or through which, a Pipeline, or any part of it, including any related facilities, may be located and which is subject to the regulations and restriction of this Zoning Regulation. Property Owner includes a Landowner and also includes a Person with whom a Pipeline Company negotiates or offers to execute an Independent Agreement with respect to a Pipeline.

“Reclamation” means the restoration and repair of damaged real property, personal property, land or other areas through which a Pipeline is constructed or from where it is removed as close as reasonably practicable to the condition, contour, and vegetation that existed prior to the construction or prior to the removal of the Pipeline, as applicable.

“Reclamation Cost” means the cost of Reclamation and includes the cost to restore or repair roads, bridges, or county property as well as the cost to restore or repair all real and personal property of Property Owners and Affected Persons.

“Zoning Regulation” or “the Zoning Regulation” means the collection of land use and zoning regulations known as the Shelby County Zoning Regulation, as provided and made effective in Article 1 of the ordinance known as the Shelby County Zoning Regulation.

## 8.2 Conditional Use Class Created and Use Limitations Imposed on Hazardous Liquid Pipelines

8.21 As provided in section 4.0 of this Zoning Regulation, all land in the County must be used in accordance with this Zoning Regulation. As provided in section 4.15 of this Zoning Regulation, the County may create a class of uses that have conditions or other use limitations attached to approval. Such conditions are established in order to protect the health, safety, and welfare of the public and to preserve property values.

8.22 The County hereby establishes a class of use for Hazardous Liquid Pipelines, and no land or property interest in this County, regardless of the zone or area, shall be used for purposes of a Hazardous Liquid Pipeline except in conformity with this Article.

### 8.3 Conditional Use Permits Required

8.31 A Pipeline Company that has filed a verified petition with the IUB asking for a permit to construct, maintain, and operate a new Pipeline along, over, or across land in this County shall submit an Application to the County Zoning Administrator for a Conditional Use Permit. The Pipeline Company shall submit the application for a Conditional Use Permit within seven (7) days of filing the petition with the IUB, unless the petition was filed with the IUB prior to the effective date of this Article in which case the Pipeline Company shall submit an application for a Conditional Use Permit under this Article within seven (7) days of the effective date of this Article. The Zoning Administrator may extend the time for filing the Application for good cause shown. However, any extension of more than 30 days must be approved by the Board of Adjustment.

8.32 A Property Owner that intends to negotiate or sell an easement to a Pipeline Company by means of an Independent Agreement shall submit an application to the County Zoning Administrator for a Conditional Use Permit before executing the Independent Agreement with the Pipeline Company. If a Property Owner executes an Independent Agreement with a Pipeline Company on or after the effective date of this Article without obtaining a Conditional Use Permit, the County may exercise all lawful remedies as provided in section 22.11 of this Zoning Regulation.

8.33 Upon receiving an Application for a Conditional Use Permit from a Pipeline Company or from a Property Owner, the County Zoning Administrator and the Board of Adjustment shall consider the Application according to the process and standards set forth in this Article.

### 8.4 Separation Requirements

The use of land for purposes of transporting Hazardous Liquids through Pipelines poses a threat to the public health and welfare, to the productivity of agricultural lands, and to the property values of residential, commercial, and industrial Property Owners in the County. The separation requirements of this section are designed to further the goals and objectives of the County's comprehensive zoning plan, including to protect public health and welfare, to preserve existing infrastructure and future development, and to maintain property values.

A Hazardous Liquid Pipeline shall not be constructed, used, sited, or located, in violation of the separation requirements listed below. In addition, the terms of an Independent Agreement regarding a Line Location shall conform to the separation requirements listed below. All distances shall be measured from the centerline of the proposed Hazardous Liquid Pipeline to the portion of the existing use nearest the centerline of the proposed Hazardous Liquid Pipeline.

The minimum separation distances for a Hazardous Liquid Pipeline are:

- 8.41 From the city limits of an incorporated city, not less than two miles.
- 8.42 From a church, school, nursing home, long-term care facility, or hospital, not less than one half of one mile.
- 8.43 From a public park or public recreation area, not less than one quarter of one mile.
- 8.44 From any Occupied Structure, not less than 1,000 feet.
- 8.45 From a confined animal feeding operation or facility, not less than 1,000 feet.
- 8.46 From an electric power generating facility with a nameplate capacity of 5MW or more, an electric transmission line operating at 69kV or higher, an electric transmission substation, a public drinking water treatment plant, or a public wastewater treatment plant, not less than 1,000 feet.
- 8.47 From any public water system or any nonpublic water supply well subject to the rules of the Iowa Department of Natural Resources pursuant to 567 IAC chapter 43 or 567 IAC chapter 49, not less than 200 feet.

#### 8.5 Permit Application Requirements for Pipeline Companies

A Pipeline Company applying for a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Article shall submit the following documents and information to the County Zoning Administrator:

- 8.51 The information required for a Conditional Use Permit as described in section 4.151 of this Zoning Regulation, including all required forms prescribed by the County Zoning Administrator.
- 8.52 A complete copy of the application for a permit filed with the IUB pursuant to Iowa Code chapter 479B. This requirement is an ongoing requirement, and as the application for the IUB permit is amended or changed, the Pipeline Company shall provide updated information and documents to the County.
- 8.53 A map identifying each proposed crossing of a County road or other County property.
- 8.54 A map and a list containing the names and addresses of all Affected Persons in the County. The map and list shall include all Property Owners who have executed an Independent Agreement or who have been or will be contacted about the execution of an Independent Agreement.
- 8.55 A set of plans and specifications showing the dimensions and locations of the Pipeline, including plans and specifications for all related facilities and above-ground structures, such as pumps, lift-stations, or substations.
- 8.56 A copy of the standard or template Independent Agreement the Pipeline Company proposes to execute with Property Owners in the County. The standard or template for the

Independent Agreement shall include terms and conditions that comply with the Abandonment, Discontinuance, and Removal requirements of section 8.12 of this Article.

8.57 An Emergency Response and Hazard Mitigation Plan as required pursuant to section 8.11 of this Article.

8.58 All applicable fees required pursuant to section 8.7 of this Article.

8.59 A statement identifying any Confidential Information in the Application and a request, if any, to withhold such information from public examination or disclosure as provided in, and to the extent permitted by, Iowa Code chapter 22. A failure to identify Confidential Information in the Application may result in the County treating such information as a public record.

## 8.6 Permit Application Requirements for Property Owners

A Property Owner applying for a conditional use permit for a Hazardous Liquid Pipeline pursuant to this Article shall submit the following documents and information to the County Zoning Administrator:

8.61 The information required for a Conditional Use Permit as described in section 4.151 of this Zoning Regulation, including all required forms prescribed by the County Zoning Administrator.

8.62 A copy of the Independent Agreement the Property Owner proposes to execute with the Pipeline Company, including a map and a legal description of the proposed Line Location and a statement of verification of compliance with the separation requirements of this Article.

8.63 All applicable fees required pursuant to section 8.7 of this Article.

## 8.7 Fees and Assessments

The following fees and assessments apply to a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Article:

8.71 A Pipeline Company seeking a Conditional Use Permit shall pay the following fees and assessments:

- a. An application fee in the amount of \$100 for each Affected Person identified in the Application.
- b. An annual assessment fee in the amount of \$116.92 per mile of Pipeline constructed, operated, and maintained in the County, or an amount equal to the most current user fee assessed to the operators of Hazardous Liquid Pipelines by PHMSA, whichever is greater. This fee shall be due each year on the anniversary of the Pipeline's In-Service Date, and the County shall apply this assessment towards its emergency planning and hazard mitigation costs, including expenses for law enforcement and emergency response personnel.
- c. All other applicable user or permit fees required for crossing County roads or using the public right-of-way in the County.



8.72 A Property Owner seeking a Conditional Use Permit shall pay a \$50 application fee.

8.8 Public Hearing Requirements and Permit Approval

8.81 Upon receipt of an application for a Conditional Use Permit by a Pipeline Company, the County Zoning Administrator shall verify that the Pipeline Company permit application requirements of this Article are met and shall make a report to the Board of Adjustment recommending approval, denial, or modification of the Application. Upon the verification and report of the County Zoning Administrator, the Board of Adjustment shall set the date of one or more public hearings in the County on the question of granting a Conditional Use Permit to the Pipeline Company. Once the public hearing dates have been set, the Board of Adjustment shall publish notice in a local newspaper pursuant to Iowa Code § 331.305, and the Pipeline Company shall send notice of each scheduled public hearing to each Affected Person identified in the Application by United States Mail.

8.82 A public hearing shall not be required in the case of a Property Owner applying for a Conditional Use Permit. Upon receipt of an application for a Conditional Use Permit from a Property Owner, the County Zoning Administrator shall verify that the Property Owner permit application requirements are met and shall make a report to the Board of Adjustment recommending approval, denial, or modification of the Application. Upon the verification and report of the County Zoning Administrator, the Board of Adjustment shall consider the application at a regular meeting of the Board of Adjustment.

8.83 Once the application, public hearing, and other requirements of this Article are met, the Board of Adjustment shall consider each application for a Conditional Use Permit according to the standards set forth in section 23.211 regarding the powers of the Board of Adjustment and in section 4.152 of this Zoning Regulation regarding the standards and findings required of conditional uses. The Board of Adjustment shall issue a permit if the Board of Adjustment finds that all applicable standards are met. The burden of establishing that all applicable standards are met shall be on the Applicant for the Conditional Use Permit.

8.84 A Conditional Use Permit granted to a Pipeline Company pursuant to this Article is not transferrable to any Person. A Pipeline Company, or its successors in interest, shall apply for a new Conditional Use Permit whenever the Hazardous Liquid Pipeline is transferred or its use is materially or substantially changed or altered.

8.9 Appeals and Variances

A Pipeline Company or a Property Owner may appeal an adverse determination on a Conditional Use Permit, or may seek a special exception or variance from the Board of Adjustment, as provided in Article 23 of this Zoning Regulation.

8.10 Applicability and Compliance

8.101 The permit requirement in section 8.3 and the separation requirements in section 8.4 of this Article shall not apply to (1) a Hazardous Liquid Pipeline that is already permitted, constructed, and placed in-service on or before the effective date of this Article; however, a Pipeline Company shall comply with the abandonment, Reclamation and decommissioning requirements for a Pipeline that is decommissioned on or after the effective date of this Article;

(2) a Pipeline owned and operated by a public utility that is furnishing service to or supplying customers in the County; or (3) a Property Owner that has already executed an Independent Agreement with a Pipeline Company prior to the effective date of this Article.

8.102 If a Property Owner has executed an Independent Agreement prior to the effective date of this Article and the Independent Agreement does not meet the separation requirements of this Article, then notwithstanding the Independent Agreement, the Pipeline Company shall comply with the separation requirements of this Article.

8.103 If a Property Owner has executed an Independent Agreement prior to the effective date of this Article and the Independent Agreement provides for separation requirements that are greater than the separation requirements this Article, then the Pipeline Company shall comply with the terms of the Independent Agreement with the Property Owner.

#### 8.11 Emergency Response and Hazard Mitigation Plans for Hazardous Liquid Pipelines

As stated in the Purposes section of this Article, this Article is intended to implement local zoning regulations in a manner designed to facilitate the comprehensive plan's goals and objectives for assessing ongoing mitigation, evaluating mitigation alternatives, and ensuring there is a strategy for implementation. This goal is consistent with the County's legal obligation under Iowa Code chapter 29C to engage in emergency response and hazard mitigation planning and with the need to protect the health and welfare of both residents and emergency response personnel. For these reasons, the County requires Hazardous Liquid Pipelines to provide information to assist in emergency response and hazard mitigation planning pursuant to this section.

8.111 If the Pipeline is a Carbon Dioxide Pipeline and PHMSA has adopted regulations specifically related to emergency preparedness, emergency response, and hazard mitigation planning for Carbon Dioxide Pipelines, then the Pipeline Company operating the Carbon Dioxide Pipeline shall submit a plan that meets the requirements of this section. A plan submitted in compliance with this section shall include: (1) documentation of compliance with the PHMSA regulations; and (2) a detailed plan describing how the Pipeline Company will work with the County's law enforcement, emergency management personnel, and first responders in the event of a spill, leak, rupture or other emergency or disaster related to the Pipeline.

8.112 If the Pipeline is a Carbon Dioxide Pipeline and PHMSA has not adopted regulations specifically related to emergency preparedness, emergency response, and hazard mitigation planning for Carbon Dioxide Pipelines, then the Pipeline Company operating the Carbon Dioxide Pipeline shall submit a plan that meets the requirements of this section. A plan submitted in compliance with this section shall include the following:

- a. A map and legal description of the proposed route for a Carbon Dioxide Pipeline showing all human occupied structures and animal husbandry facilities, by type, within two miles of the centerline of the proposed route including addresses.
- b. A description of the health risks resulting from exposure of humans and animals to carbon dioxide released from a pipeline, considering the concentrations of carbon dioxide in the air near to a rupture, the duration in time of exposure, and the presence of other harmful substances released from a rupture. The description shall identify the exposure level and duration of time that may cause a fatality of persons or animals, and the

exposure level and duration that may cause intoxication or other significant adverse health effects.

- c. An estimate of the worst-case discharge of carbon dioxide released in metric tons and standard cubic feet from a rupture of a pipeline considering the interior volume of the pipeline, the location of emergency valves that limit release of carbon dioxide, the location of crack arrestors, operating pressures, operating temperatures, and other relevant factors.
- d. A rupture dispersion modeling report containing the results of computational fluid dynamic computer model estimates of the maximum geographic ranges of the Fatality Zone and Hazard Zone for the Carbon Dioxide Pipeline in the event of its rupture in a range of weather conditions and representative topography in County, as well as in low elevation areas of the County where released carbon dioxide may settle.
- e. A computer model report showing the Blast Zone for the Carbon Dioxide Pipeline.
- f. A list of structures and facilities within the Hazard Zone, Fatality Zone, and Blast Zone for the proposed route of a Carbon Dioxide Pipeline that in the preceding year have contained humans or livestock, and an estimate of the numbers of persons and livestock in each structure and facility.
- g. A list of High Consequence Areas. A High Consequence Area is any area within the Hazard Zone, the Fatality Zone, or the Blast Zone where a single rupture would have the potential to adversely affect 10 or more persons or a facility with 100 or more livestock.
- h. A description of the potential adverse impacts of a rupture of a Carbon Dioxide Pipeline on the humans, livestock, and other real and personal property within the Hazard Zone, the Fatality Zone, and the Blast Zone for the route of a Carbon Dioxide Pipeline.
- i. Identification of alternative routes through the County designed to minimize risks to humans and animals from a rupture of the Carbon Dioxide Pipeline with County, and an analysis of the risks of these alternative routes relative to the proposed route.
- j. All information needed by county first responders, emergency response personnel, and law enforcement personnel in order to engage in local emergency management and hazard mitigation planning, equipment, and training needs. Such information includes but is not limited to:
  - 1. a material data safety sheet for the materials transported in the Carbon Dioxide Pipeline;
  - 2. agency-specific response plans for law enforcement, emergency medical responders, and other response agencies;
  - 3. carbon dioxide detectors and evacuation plans for each human occupied structure;
  - 4. response equipment needs for emergency response personnel, such as carbon dioxide and other chemical detectors; respirators; personal protective equipment; communications equipment; road barriers and traffic warning signs; and non-internal combustion engine evacuation vehicles;
  - 5. a Carbon Dioxide Pipeline rupture emergency response training program to ensure safe and effective response by county and municipal law enforcement, emergency medical services, and other responders during the operational life of

the Carbon Dioxide Pipeline.

- k. Identification of residential and business emergency response needs, including but not limited to:
  - 1. a Mass Notification and Emergency Messaging System;
  - 2. evacuation plans;
  - 3. evaluation equipment needs especially for mobility impaired individuals;
  - 4. carbon dioxide detectors, and respirators.

8.113 If the Pipeline is a Hazardous Liquid Pipeline of a type other than a Carbon Dioxide Pipeline, then the Pipeline Company operating the Pipeline shall submit a plan that meets the requirements of this section. A plan submitted in compliance with this section shall include: (1) documentation of compliance with PHMSA regulations for the applicable type of Pipeline; and (2) a detailed plan describing how the Pipeline Company will work with the County's law enforcement, emergency management personnel, and first responders in the event of a spill, leak, rupture or other emergency or disaster related to the Pipeline.

#### 8.12 Abandonment, Discontinuance, and Removal of Hazardous Liquid Pipelines

In addition to the requirements set by Iowa Code § 479B.32, a Hazardous Liquids Pipeline in the County that is abandoned shall comply with the requirements of this section. A Hazardous Liquid Pipeline shall be deemed abandoned for purposes of this section whenever the use of the Hazardous Liquid Pipeline has been discontinued such that there is no longer regulatory oversight of the Pipeline by PHMSA.

For purposes of the land restoration standards of Iowa Code § 479B.20, the term "construction" includes the removal of a previously constructed pipeline, and the County will treat the removal of a Pipeline in the same manner as the Pipeline's original construction for purposes of the County's obligations under Iowa Code chapter 479B.

8.121 A Pipeline Company granted a Conditional Use Permit pursuant to this Article shall by certified mail notify the County and all Affected Persons in the County of the Pipeline Company's intent to discontinue the use of the Pipeline. The notification shall state the proposed date of the discontinuance of use.

8.122 Upon abandonment or discontinuance of use, the Pipeline Owner shall offer to each Property Owner the option to have the Pipeline and all related facilities physically dismantled and removed, including both the below and above ground facilities. The removal of the Pipeline and the related Reclamation and Reclamation Costs shall be the Pipeline Company's responsibility and shall be completed within one-hundred eighty (180) days from the date of abandonment or discontinuation of use unless a Property Owner agrees to extend the date of removal. Such an extension must be by written agreement between the Pipeline Company and the Property Owner, and the agreement shall be filed at the Shelby County Recorder's office and a copy delivered to the County by the Pipeline Owner.

8.123 A Property Owner shall not be required to have the Pipeline removed, but if the Property Owner agrees to the removal and Reclamation, the Property Owner shall allow the Pipeline Company reasonable access to the property.

8.124 Upon the removal of the Pipeline and the Reclamation, the Pipeline Owner shall restore the land according to the requirements of Iowa Code § 479B.20 and the rules adopted thereunder at 199-9.1(479,479B), including all amendments thereto.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. SEVERABILITY CLAUSE. If any section provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading Passed: \_\_\_\_\_

Second Reading Passed: \_\_\_\_\_

Third Reading Passed: \_\_\_\_\_

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Steve Kenkel  
Chairperson

ATTEST:

\_\_\_\_\_  
Mark Maxwell, County Auditor

I hereby certify that the foregoing was published as Ordinance No. 2022-4 in the Shelby County Reporter on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mark Maxwell, County Auditor

**DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER**

Prepared By: Andrea Wagner, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

**Please return to:  
Planning & Development**

**STORY COUNTY IOWA**  
**ORDINANCE NO. 307**  
**AN ORDINANCE AMENDING CHAPTER 90 – CONDITIONAL USES, OF THE STORY**  
**COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF**  
**ORDINANCES TO AMEND THE PROVISION FOR ADAPTIVE REUSE.**

BE IT ENACTED by the Board of Supervisors of Story County, Iowa:

Section 1. Purpose. An Ordinance amending Chapter 90—Conditional Uses, of the Story County Land Development Regulations, as follows, to update the Adaptive Reuse provision in Table 90-1 to allow for structures listed on the National Register of Historic Places or designated as local landmarks to be covered under the provision.

Section 2. Proposed Amendments. The amendments are as shown in Attachment A of this ordinance and are summarized below.

**90.08, Supplemental Standards for Conditional Uses:**

- Adding a supplemental standard that the renovation and remodeling of structures on the National Register of Historic Places for adaptive reuse may not destroy or obscure essential architectural features.

**Table 90-1, Table of Conditional Uses:**

- Revising the Adaptive Reuse provision listed in Table 90-1 to expressly include structures listed on the National Register of Historic Places or other structures designated as local landmarks.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

**Action upon FIRST Consideration:** \_\_\_\_\_

**DATE: October 18, 2022**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

Not Voting: \_\_\_\_\_

Absent: \_\_\_\_\_

**Action upon SECOND Consideration:** \_\_\_\_\_

**DATE: October 25, 2022**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

Not Voting: \_\_\_\_\_

Absent: \_\_\_\_\_

**Action upon THIRD Consideration:** \_\_\_\_\_

**DATE: November 1, 2022**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

Not Voting: \_\_\_\_\_

Absent: \_\_\_\_\_

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor

ROLL CALL  
FOR ALLOWANCE

Latifah Faisal	Yea___	Nay___	Absent___
Lisa Heddens	Yea___	Nay___	Absent___
Linda Murken	Yea___	Nay___	Absent___



ALLOWED BY VOTE  
OF BOARD

Yea\_\_\_\_Nay\_\_\_\_Absent\_\_\_\_

\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by \_\_\_\_\_

## ATTACHMENT A

### **Amendments to Chapter 90 of the Story County Land Development Regulations for Conditional Uses**

#### **90 CONDITIONAL USES.**

##### **90.08 SUPPLEMENTAL STANDARDS FOR CONDITIONAL USES.**

When indicated in Table 90-1, Table of Conditional Uses, a conditional use shall be subject to the supplemental standards listed below, in addition to the standards for approval set forth in Section 90.04 and development impacts specified in Section 90.05 of this chapter.

1. Commercial Campgrounds and Travel Trailer Parks:

A. Minimum Area: two net acres.

B. Maximum Area Impacted: No more than 35% of the site shall be developed with impervious surface which may include, but is not limited to: drives, parking areas, walkways, unit spaces, cabins, recreation areas, community buildings, and other related structures.

C. Drives: 18 feet in width if one-way or 25 feet in width if two-way, and provided with a smooth, hard and dense surface that shall be durable and well drained under normal use and conditions.

D. Screening: Rear and/or side yards shall be screened from adjacent property by a planting screen not less than 10 feet in width and six feet in height or by a fence, wall, berm or other comparable means.

E. Common Services Building: There may be common facility service buildings that provide laundry facilities, sanitary facilities, recreational facilities, non-automotive commercial uses supplying essential goods or services primarily for the use of subject park users; also, park management buildings, community buildings, one dwelling unit to be occupied by the owner or administrator, and other uses of a similar nature. All such buildings shall be located within the central park area and shall be primarily for the use of the park occupants.

F. Off-Drive Parking: One parking space for, and within the area of, each unit space.

G. 911 addresses shall be posted for each site in accordance with the requirements of Story County Ordinance No. 161 (as amended).

H. Guests may stay at a Commercial Campground or Travel Trailer Park for no more than 30 consecutive days, unless the site is located within a Residential Manufactured Housing (RMH) District, or extended stay beyond 30 consecutive days is requested as a part of the Conditional Use Permit submittal and is granted as a condition of approval.

I. Commercial cabins are not permitted within the Residential Manufactured Housing District.

*(Ord. 279 - Jan. 19 Supp.)*

2. Mineral Extraction and Primary Mineral Processing. The applicant shall submit a plan for the staged extraction and restoration of the site in accordance with Section 90.09, Specific Criteria for Submittals of Petitions for Mineral Extraction.

3. Rural Salvage Yard in Conjunction with an Owner-Occupied Single-Family Dwelling:

A. Abandonment. A statement in writing shall be provided by the owner, to become part of the public record, that the area will be cleaned up to the satisfaction of the Director and meet all applicable County, State, and federal requirements at such time the salvage yard is abandoned, or moved in whole or in part. A salvage yard that remains idle or unused for a continuous period of one year, whether or

not fixtures or equipment are removed, shall constitute abandonment. The casual, intermittent, temporary, or illegal operation of a salvage yard shall not be sufficient evidence to establish continuous use.

*(Ordinance No. 184)*

B. Residential Envelope. A residential envelope shall be provided which shall extend 50 feet from the side and rear lines of the principal residential building and which shall extend from the front line of the principal residential building to the required front yard line. Accessory buildings that are attached or connected to a principal residential building shall be considered a part of such principal building. The required yard may serve as the required envelope, and in such cases regulations concerning required yards shall govern.

C. Screening Requirements. The owner shall submit a screening plan, which shall integrate that screen with the natural surroundings and assure reasonable access to the screen for maintenance purposes. The screening plan shall include the following:

(1) Screening shall be designed to eliminate the visual impact of the salvage yard contents by obscuring it from view from adjacent roadways and, as appropriate, adjacent property.

(2) Screening materials shall generally consist of natural objects, plantings, fences or other appropriate means such as storage sheds, buildings and other similar elements.

a. Natural objects shall be earthen berms, natural topography, wooded areas or other similar elements.

b. Plantings shall be shrubs and trees of such types as to provide year-round obscurement commensurate with local site conditions. All plant material used for screening shall be of a size and quantity to provide obscurement.

c. Screens shall be made of wood, metal, or other materials commonly used in the building trade and shall be of such height and type, in accordance with permissible district regulations, as necessary to provide obscurement. Screens shall be designed to withstand a minimum wind load of 20 pounds per square foot and shall be of a permanent nature. All materials used for finishing screens shall be a non-reflective material which will blend with the natural surroundings. Screening shall not be placed in any manner so that either the screen or the maintenance of the screen will create or contribute to the creation of a safety hazard or endanger public safety or interfere with road maintenance.

(3) The owner shall maintain the screening in a condition equal to the original installation of the screening. Maintenance shall include, but not be limited to, the following items:

a. Replacement of plant material that is dead or has been damaged so that it no longer serves the intended purpose of screening the junkyard.

b. Screen maintenance shall include the renewal of the surface treatment with stains, paints, or other appropriate material when needed and the replacement of panels, sections, members or support structures of the screening when needed.

D. Confinement of Salvage Yard. A junk or salvage yard shall not be permitted within any required yard or envelope. No portion of the front yard or front envelope shall be used for the conduct of business in any manner whatsoever except for parking of customer or employee vehicles.

E. Area. Lot area requirements shall be in accordance with all applicable district regulations for single-family dwellings. The area to be confined for the salvage yard shall not exceed five acres.

F. Distance Standards. A Conditional Use Permit for a rural salvage yard may not be issued for a proposed location within a five-mile radius of any other lawfully existing rural salvage yard in Story County. Also, such a permit may not be issued for a proposed location within 1,000 feet of the Greenbelt-Conservation District.

4. Communication Towers and Facilities. Communication towers/facilities existing and/or approved prior to the date of adoption of these standards may continue to be used; however, proposed

modifications must be reviewed by the Director and, depending on the nature of the proposed modifications, may be subject to review and approval by the Board of Adjustment. In addition, any proposed modifications to approved and/or existing towers/facilities on towers constructed prior to April 20, 2001, for co-location must submit an application for zoning permit consistent with the requirements of Section 92.10, Required Permits.

***(Ordinance No. 152) (Ordinance No. 184) (Ordinance No. 192)***

A. Co-Location. Prior to applying for a conditional use permit for construction of a new tower/facility, the applicant shall exhaust all alternatives for co-location on existing towers/facilities. As such, the applicant shall submit evidence demonstrating the following:

(1) The planned equipment would exceed the structural capacity of the existing or approved antenna support structure, as documented by a qualified professional engineer licensed in the State of Iowa, and the existing or approved tower cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.

(2) The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the antenna support structure as documented by a qualified engineer and the interference cannot be prevented at a reasonable cost.

***(Ordinance No. 152)***

(3) Existing or approved antenna support structures cannot accommodate the planned equipment at the necessary height as documented by a professional engineer licensed in the State of Iowa.

(4) Fees, costs or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower/facility development are presumed to be unreasonable.

(5) No new tower/facility shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Board of Adjustment that no existing tower, structure, or alternative technology can accommodate the applicant's needs.

(6) Furthermore, no new tower/facility shall be approved that is not in compliance with all standards for approval set forth in Section 90.04 and those contained herein.

B. Separation From Planned and/or Existing Residential Properties. All proposed towers/facilities shall be separated from neighboring properties either planned or utilized for residential purposes as established herein. The minimum separation distance shall be measured from the center of the foundation of the proposed tower/facility to the nearest portion of a property line of a neighboring tax parcel used or planned for residential purposes. For the purposes of this section, a property shall be considered to be used for a residential purpose, regardless of assessment type, if a dwelling or mobile home exists on the property. A property shall be considered to be planned for residential purposes if it has the Cornerstone to Capstone (C2C) Comprehensive Plan designation of Rural Residential Area or a residential designation as defined as an approved fringe area plan; if it is within two miles of a city boundary, and that city has established a residential land use classification for the property; or if a property is zoned Agricultural/Residential (A-R), Transitional Residential (R-1), Urban Residential (R-2), or Residential Mobile Home (RMH).

***(Ordinance No. 251)***

(1) For towers/facilities of self-supporting monopole or lattice-type construction, the minimum separation distance shall be 300 feet or 150 percent of the height of the tower, whichever is greater.

(2) For guyed towers/facilities the minimum separation distance shall be 300 feet or 150 percent of the height of the tower, whichever is greater, plus 100 percent of the length of the longest supporting guy wire.

C. Height. The applicant must demonstrate the proposed height of the tower/facility is the minimum necessary to accommodate the proposal's requirements, as documented by a qualified engineer.

*(Ordinance No. 152)*

D. Required Setbacks. The center foundation of all towers/facilities are required to be set back from any public right-of-way in accordance with the following:

(1) For towers of monopole and lattice-type construction, a distance equal to 150 percent the height of the tower or 200 feet, whichever is greater; and for towers of guyed-type construction, a distance equal to 150 percent the height of the tower plus the length of guyed wire or 200 feet, whichever is greater.

(2) From any adjoining property zoned or planned residential or existing residential use, the distance of 300 feet or 150 percent of the height of the tower/facility for towers of lattice or monopole construction type; and 300 feet or 150 percent of the height of the tower/facility plus 100 percent of the length of the longest supporting guy wire for towers of guyed type construction as measured the center foundation of the tower/facility to the nearest property line.

(3) From other property lines, a distance equal to at least 50 percent of the height of the tower/facility.

(4) Guys and accessory buildings must satisfy the minimum zoning district setback requirements for accessory structures within the lease area.

*(Ordinance No. 155) (Ordinance No. 184)*

E. Fencing and Screening.

(1) Security Fencing. Towers/facilities shall be enclosed by fencing not less than six feet in height and shall be equipped with appropriate anti-climbing devices.

(2) Screening. The lowest six feet of the tower/facility shall be visually screened by trees, large shrubs, solid walls, buildings, solid fencing, and/or any combination thereof, from all public rights-of-way and adjoining zoned, planned, and/or existing residential land uses.

F. Aesthetics. Towers/facilities shall meet the following general requirements.

(1) Color. Towers/facilities shall maintain a galvanized steel finish. If required to be painted by the FAA, such required colored schemes must be submitted to the Board of Adjustment. All mandated FAA requirements must be provided in writing to the Board of Adjustment prior to any action on applications.

(2) Lighting. Towers/facilities, including antennas, shall not be artificially lighted unless required by the FAA or applicable authority. Unless required as the only option by the FAA, strobe lighting is not permitted. If lighting is required, lighting alternatives and design chosen must cause the least disturbance to the surrounding views. All mandated FAA requirements must be provided in writing to the Board of Adjustment prior to any action on applications.

(3) Signs. No signs shall be allowed on any tower/facility, other than safety or warning signs. If any signage is required consistent with this standard, such signage must comply with the requirements of Section 89.02, Signs.

G. Compliance with Other Regulations. The proposed tower/facility must comply with all other applicable local, State or federal regulations.

H. Obstruction of View. The proposed tower/facility will not unreasonably interfere with the view from any publicly owned or managed areas or major view corridors.

I. Removal of Abandoned Towers/Facilities. If the use of the communication tower/facility is abandoned, the owner of the tower/facility and property owner will be notified that the property is considered to be in a state of abandonment, and such person shall remove the tower/facility, foundational supports, and associated appurtenances within 90 days of receipt of notice from Story County at the owner's expense. Adequate removal shall include the restoration of the site to a state in keeping with the character of the surrounding landscape and the elimination of all ground-level paving. Failure to remove such an abandoned tower/facility within said 90 days shall be grounds to issue a notice of violation in accordance with the requirements of the Ordinance and undertake enforcement action upon the tower/facility owner and property owner.

(1) Any person, firm or corporation not in compliance with these regulations may be deemed guilty of a County infraction.

J. Submittal Requirements. In addition to the submittal requirements defined for conditional use permit applications, all applications for towers/facilities must submit the following information (as applicable). All plans shall be drawn at a scale of one inch equals 50 feet.

(1) A scaled site plan clearly indicating the location, type and height of the proposed tower/facility, existing land uses, adjacent land uses, zoning, Cornerstone to Capstone (C2C) Comprehensive Plan designations of the site and for all properties within 500 feet.

***(Ordinance No. 251)***

(2) Legal description of the parent parcel and leased parcel (if applicable).

(3) The separation distance between the proposed tower/facility and nearest planned and/or existing residential property.

(4) The separation distance from other existing and approved towers. The applicant shall also identify the type of construction of the existing towers and owner/operators of such facilities.

(5) A landscape plan showing specific landscape materials, existing and those proposed, identifying type and size of materials.

(6) Written statements from other applicable jurisdictions such as the FAA regarding coloring and potential lighting requirements. In addition, a copy of the FAA's response to the submitted "Notice of Proposed Construction or Alteration" must be submitted.

(7) A statement by the applicant as to whether construction of the tower/facility will accommodate co-location of additional antennas for future users and documentation regarding the standards for co-located established in the Ordinance.

***(Ordinance No. 152)***

(8) Identification of all other tower/facility sites owned and/or operated by the applicant within Story County.

(9) Elevations showing all facades, indicating exterior materials and color of the tower/facility on the proposed site.

(10) Copy of the signed lease agreement with the property owner.

***(Ordinance No. 152)***

(11) Submittal of search rings established for the proposed communication tower and affidavit that the applicant made diligent, but unsuccessful efforts for permission to install or co-locate the

applicant's wireless communications facilities on all existing towers or other antenna support structures located within an area equal to 100 percent of the search ring for the proposed site of the wireless communications facility.

*(Ordinance No. 155)*

5. Bed and Breakfast Inns.

A. Accommodations must be in the family home in which the host/hostess reside.

B. There shall be no separate or additional kitchen facility for the guests.

C. A guest register shall be maintained of all guests, their length of stay and their place of residence.

D. At least one person not a member of the family thereby residing may be regularly employed on the premises in addition to the proprietor, with no more than one person per 15 customers, as determined by the seating capacity of the dining room. In the case of single-person households, one person in addition to the above may be employed on the premises.

E. Limited services to the public such as receptions, private parties, meetings and similar events may be provided by appointment only. All parking for such events shall be restricted to approved, designated off-street parking spaces. Breakfast shall be served only to residents and overnight guests. Lunch and dinner may be served to the public, by reservation only, but is restricted to available seating not reserved by residents or overnight guests. Maximum seating capacity for meals shall not exceed four persons per guest bedroom. Only one shift per meal shall be served.

6. Commercial WECS (C-WECS). The requirements of the Ordinance shall apply to all C-WECS proposed after the effective date of the Ordinance. C-WECS for which a required permit has been properly issued prior to the effective date of the Ordinance shall not be required to meet the requirements of the Ordinance; provided, any such pre-existing C-WECS, which does not provide energy for a continuous period of 12 months, shall meet the requirements of the Ordinance prior to recommencing production of energy. Also, no modification or alteration to an existing C-WECS shall be allowed without full compliance with the Ordinance.

A. Color and Finish. Wind Turbines shall be painted a non-reflective color. Blades may be black in order to facilitate de-icing. Finishes shall be matte or non-reflective. At C-WECS sites, the design of the buildings and related structures shall, to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will blend the C-WECS to the natural setting and existing environment. Exceptions may be made for meteorological towers, where concerns exist relative to aerial spray applicators.

B. Tower Configuration. All wind turbines, which are part of a C-WECS, shall be installed with a tubular, monopole type tower. Meteorological towers may be guyed.

C. Lighting. C-WECS sites shall not be artificially lighted, except to the extent required by the FAA or other applicable authority. Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by Federal Aviation Administration permits and regulations. Red strobe lights are preferred for night-time illumination to reduce impacts on migrating birds. Red pulsating incandescent lights should be avoided. Exceptions may be made for meteorological towers, where concerns exist relative to aerial spray applicators.

D. Signage. All signage on site shall comply with Section 89.02 of these regulations. The manufacturer's or owner's company name and/or logo may be placed upon the compartment containing the electrical generator, of the WECS.

Wind turbines shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the C-WECS sites.



E. Feeder Lines. All communications and feeder lines, equal to or less than 34.5 kV in capacity, installed as part of a C-WECS shall be buried.

F. Waste Disposal. Solid and hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site in a time period as established by the Story County Health Department and disposed of in accordance with all applicable local, State and federal regulations.

G. Minimum Ground Clearance. The blade tip of any wind turbine shall, at its lowest point, have ground clearance of no less than 75 feet.

H. Signal Interference. The applicant shall minimize and mitigate any interference with electromagnetic communications, such as radio, telephone or television signals caused by any C-WECS.

I. Federal Aviation Administration. All C-WECS shall comply with FAA standards and permits.

J. Electrical Codes and Standards. All C-WECS and accessory equipment and facilities shall comply with the National Electrical Code and other applicable standards.

K. Setbacks. The following setbacks and separation requirements shall apply to all wind turbines and meteorological towers; provided that the Board of Adjustment, upon recommendation by the Commission, may reduce the standard setbacks and separation requirements if the intent of the Ordinance would be better served thereby. All other structures shall comply with the applicable setbacks as defined by the base zone district.

*(Ordinance No. 184)*

(1) Structures. Each wind turbine and meteorological tower shall be set back from the nearest residence, school, hospital, church, or public library a distance no less than the greater of: (i) two times its total height; or (ii) 1,000 feet.

*(Ordinance No. 184)*

(2) Property Lines. At no time shall any part of the wind turbine and meteorological tower overhang an adjoining property without securing appropriate easements from adjoining property owners.

*(Ordinance No. 184)*

(3) Public Right-of-Way. Setbacks from public right-of-way, railroads, power lines, and structures shall be a minimum of 1.1 times the height of the tower and rotor.

*(Ordinance No. 184)*

(4) Communication and Electrical Lines. Each wind turbine and meteorological tower shall be set back from the nearest above-ground public electric power line or telephone line a distance no less than 1.1 times its total height, determined from the existing power line or telephone line.

L. Noise. Audible noise due to C-WECS sites operations shall not exceed 60 dBA for any period of time, when measured at any dwelling, school, hospital, church, or public library existing on the date of approval of any conditional use permit from the property line.

*(Ordinance No. 184)*

(1) In the event audible noise due to C-WECS operations contains a steady pure tone, such as a whine, screech, or hum, the standards for audible noise set forth in this subsection shall be reduced by five dBA.

(2) In the event the ambient noise level (exclusive of the development in question) exceeds the applicable standard given above, the applicable standard shall be adjusted so as to equal the ambient noise level. The ambient noise level shall be expressed in terms of the highest whole number sound pressure level in dBA, which is succeeded for more than five minutes per hour. Ambient noise levels shall be measured at the exterior of potentially affected existing residences, schools, hospitals, churches and public libraries. Ambient noise level measurement techniques shall employ all practical means of reducing the effect of wind generated noise at the microphone. Ambient noise level measurements may be performed when wind velocities at the proposed project site are sufficient to allow wind turbine operation, provided that the wind velocity does not exceed 30 mph at the ambient noise measurement location.

(3) In the event the noise levels resulting from the C-WECS exceed the criteria listed above, a waiver to said levels may be granted by the Board of Adjustment upon recommendation by the Commission provided that the following has been accomplished:

a. Written consent from the affected property owners has been obtained stating that they are aware of the C-WECS and the noise limitations imposed by the Ordinance, and that consent is granted to allow noise levels to exceed the maximum limits otherwise allowed; and

b. If the applicant wishes the waiver to apply to succeeding owners of the property, a permanent noise impact easement shall be recorded in the Office of the Story County Recorder which describes the burdened properties and which advises all subsequent owners of the burdened property that noise levels in excess of those permitted by the Ordinance may exist on or at the burdened property.

**M. Safety.**

(1) All wiring between wind turbines and the C-WECS substation shall be underground. If the developer can demonstrate the need for an overhead line and the acceptance of landowners for this line, such option may be approved conditionally by the Board of Adjustment

(2) Wind turbines and meteorological towers shall not be climbable up to 15 feet above ground level.

***(Ordinance No. 184)***

(3) All access doors to wind turbines and meteorological towers and electrical equipment shall be locked when not being serviced.

***(Ordinance No. 184)***

(4) Appropriate warning signage shall be placed on wind turbine towers, electrical equipment, and C-WECS entrances.

(5) For all C-WECS, the manufacturer's engineer or another qualified engineer shall certify that the turbine, foundation and tower design of the C-WECS is within accepted professional standards, given local soil and climate conditions.

(6) For all guyed towers, visible and reflective objects, such as plastic sleeves, reflectors or tape, shall be placed on the guy wire anchor points and along the outer and innermost guy wires up to a height of eight feet above the ground. Visible fencing shall be installed around anchor points of guy wires. The property owner must sign a notarized acknowledgement and consent form allowing construction of the turbine and guyed wires without fencing as required in the Ordinance to be presented to the Commission and Board of Adjustment.

***(Ordinance No. 184)***

N. Discontinuation and Decommissioning. A C-WECS shall be considered a discontinued use after one year without energy production, unless a plan is developed and submitted to the Director outlining the steps and schedule for returning the C-WECS to service. All C-WECS and accessory facilities shall be removed to four feet below ground level within 180 days of the discontinuation of use. Each C-WECS shall have a decommissioning plan outlining the anticipated means and cost of removing C-WECS at the end of their serviceable life or upon becoming a discontinued use. The cost estimates shall be made by a professional engineer licensed in the State of Iowa. The plan shall also identify the financial resources that will be available to pay for the decommissioning and removal of the C-WECS and accessory facilities. The County reserves the right to verify that adequate decommissioning terms are contained in the landowner easement.

(1) The applicant shall submit a copy of the commissioning plan to all property owners within the Conditional Use Permit area. The property owners shall provide the County a signed affidavit stating their awareness and responsibility of decommissioning costs.

(2) Decommissioning Fund. The applicant shall continuously maintain a financial assurance mechanism in the form of a performance bond and/or other security approved by the County Attorney, for the period of the life of the facility. The amount of the security shall be 130 percent of the total decommissioning cost identified in the decommissioning plan, as amended by the Board of Adjustment. The financial assurance mechanism must ensure that funds will be available upon discontinuation and shall not include the future value, if any, of scrap. If a bond is posted to meet this requirement, the bond-issuing company must be agreed upon by both the applicant and County. All decommissioning, removal and remediation fund requirements shall be fully funded before a zoning permit is issued. The County shall have sole discretion with regard to the determination of the mode of financial assurance.

O. Avoidance and Mitigation of Damages to Public Infrastructure.

(1) Roads. Applicants shall identify all roads to be used for the purpose of transporting C-WECS, substation parts, cement, and/or equipment for construction, operation or maintenance of the C-WECS and obtain applicable weight and size permits from the impacted road authority prior to construction.

(2) Existing Road Conditions. Applicant shall conduct a pre-construction survey, in coordination with the impacted local road authority to determine existing road conditions. The survey shall include photographs and a written agreement to document the condition of the public facility. The applicant is responsible for on-going road maintenance and dust control measures identified by the Story County Engineer during all phases of construction.

*(Ordinance No. 184)*

(3) Drainage System. The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the C-WECS.

(4) Required Financial Security. The applicant shall be responsible for restoring or paying damages as agreed to by the applicable road authority sufficient to restore the roads and bridges to preconstruction conditions. Financial assurance mechanisms in the form of a performance bond and/or other security approved by the Story County Attorney's Office shall be submitted covering 130 percent the costs of all required improvements. This requirement may be waived by the Board of Adjustment by recommendation from the Story County Engineer.

P. Shadow Flicker. Shadow flicker shall be limited to a maximum exposure of 30 hours per year and actual exposure of 10 hour per year when measured at any dwelling, school, hospital, church or public library existing on the date of approval of any conditional use permit from any turbine. In the event that a turbine is proposed to be sited within 10 times the rotor diameter of a turbine from any of

these structures, a shadow flicker analysis shall be required demonstrating conformance to this requirement. In the event shadow flicker exposure time resulting from a C-WECS exceeds the criteria listed herein, a waiver to said levels may be granted by the Board of Adjustment upon recommendation by the Commission, provided that the following has been accomplished:

(1) Written consent from the affected property owners has been obtained stating they are aware of the C-WECS and the shadow flicker limitations imposed by the Ordinance, its adverse health effects, and that consent is granted to allow shadow levels to exceed the maximum limits otherwise allowed.

(2) If the applicant wishes the waiver to apply to succeeding owners of the property, and permanent shadow flicker impact easement shall be recorded in the Office of the Story County Recorder which describes the burdened properties and which advises all subsequent owners of the burdened property that shadow flicker is in excess of those permitted by the Ordinance may exist on or at the burdened property, and its potential adverse health effects.

Q. Submittal Requirements. In addition to the submittal requirements defined for conditional use permit applications, all applications for C-WECS must submit the following information (as applicable).

(1) The names of project applicant.

(2) The name of the project owner.

(3) The legal description and address of the project.

(4) A description of the project, including number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines, and means of interconnecting with the electrical grid.

(5) Site layout, including the location of property lines, wind turbines, electrical wires, interconnection points with the electrical grid, and all related accessory structures. The site layout shall include distances and be drawn to scale.

(6) Engineer's certification as required in these supplemental standards.

(7) Documentation of land ownership or legal control of the property.

(8) The latitude and longitude of individual wind turbines.

(9) A USGS topographical map, or map with similar data, of the property and surrounding area, including any other C-WECS within 10 rotor diameters of the proposed C-WECS.

(10) Existing Resources Inventory.

*(Ordinance No. 184)*

(11) An Acoustical analysis.

(12) FAA Permit Application.

(13) Location of all known communications towers/facilities within two miles of the proposed C-WECS.

*(Ordinance No. 184)*

(14) Decommissioning Plan.

*(Ordinance No. 184)*

(15) Description of potential impacts on all nearby C-WECS and non C-WECS and wind resources on adjacent properties.

*(Ordinance No. 184) (Ordinance No. 192)*

(16) Identification of significant migratory patterns and nesting areas for birds within two miles. (Supplemental Standards for C-WECS adopted with Ordinance No. 152) (Ordinance No. 184)

(17) Shadow Flicker Analysis.

7. Adult Bookstores and Adult Establishments or Cabarets. These uses shall not be located within 1,320 feet of each other, or any public or parochial school, licensed day care facility, church, public park, planned residential land use, residential district or any dwelling (measurements shall be from property line to property line). All building openings (entries, windows) shall be covered in a way to prevent view into the interior of the building from any public right-of-way.

*(Ordinance No. 184)*

8. Commercial – Solar Energy Systems (C-SES). The requirements of the Ordinance shall apply to all C-SES proposed after the effective date of the Ordinance, as amended. Any C-SES for which a required permit has been properly issued prior to the effective date of the Ordinance shall not be required to meet the requirements of the Ordinance; provided that any such pre-existing C-SES, which does not provide energy for a continuous period of 12 months, shall meet the requirements of the Ordinance prior to recommencing production of energy. Concentrated solar power (CSP) systems shall be prohibited.

A. Height. Ground-mounted solar energy devices or a combination of devices comprising a C-SES shall not exceed the maximum height as defined by the base zone district when oriented at maximum tilt.

B. Setbacks and Separation Requirements. The following setbacks and separation requirements shall apply to any ground-mounted solar energy device or combination of devices comprising a C-SES:

(1) Structures. Setbacks from the nearest residence, school, hospital, church, public library, or similar institutional use shall be 100 feet or greater.

(2) Property Lines. Setbacks from property lines shall be 1.1 times the height of the tallest component of the C-SES or comply with the applicable base zone district, whichever is greater.

a. At no time shall any part of the ground-mounted solar energy device or combination of devices comprising a C-SES overhang an adjoining property without securing appropriate easements from adjoining property owners.

b. Greater setbacks may be required by the Board of Adjustment absent a solar access easement agreement.

(3) Public Right-of-Way. Setbacks from public right-of-way shall comply with the applicable setbacks as defined by the base zone district.

C. Glare. Solar energy devices must be constructed to minimize glare or reflections to adjacent properties and roadways and must not interfere with traffic, including air traffic, or create a safety hazard.

D. Ground Cover and Buffer Areas. Perennial vegetative ground cover shall be planted on the ground around and under solar arrays and in project site buffer areas, and the ground shall meet the following standards:

(1) Top soils shall not be removed from the site during development unless the removal is part of a remediation effort pre-defined and approved through the Conditional Use Permit.

(2) Soils shall be planted and maintained in perennial vegetation in accordance with subparagraph 3 below to prevent erosion, manage run-off, and build soil.

(3) Seed mixes and maintenance practices must be approved by Story County Conservation prior to action by the Board of Adjustment.

E. Fencing. Ground-mounted solar energy device or combination of devices comprising a C-SES shall be enclosed by perimeter fencing at a height of eight feet to restrict unauthorized access. Security fences and gates must be maintained in good condition until the site is decommissioned.

F. Signage. No signs other than appropriate warning signs, or standard manufacturers', operators', or installers' identification signage, shall be displayed.

G. Approved Solar Components. Electric solar system components must have a UL (Underwriters Laboratories Inc.) listing.

H. Compliance with Applicable Codes.

(1) State Building Code. All active C-SES shall meet all requirements of the current State Building Code.

(2) National Electric Code. All C-SES shall comply with the National Electrical Code, current edition.

I. Underground Installation of Utilities. On-site power lines and utility connections shall be placed underground.

J. Lighting. C-SES shall not be artificially lighted, except to the extent required by the FAA or other applicable authority.

K. Utility Notification. C-SES shall not be approved by the Board of Adjustment until evidence has been given to Story County that the electric utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

L. Discontinuation and Decommissioning. C-SES shall be considered discontinued after one year without energy production, unless a plan is developed and submitted to the Director outlining the steps and schedule for returning the C-SES to service.

(1) Removal Requirements. Any C-SES which has reached the end of its useful life or has been determined to be discontinued pursuant to this section shall be decommissioned and removed within 180 days of the discontinuation of use.

(2) Decommissioning shall consist of:

a. Physical removal of all large-scale ground-mounted solar photovoltaic installations, structures, equipment, security barriers and transmission lines from the site.

b. Disposal of all solid and hazardous waste in accordance with local, State, and federal waste disposal regulations.

c. Stabilization or re-vegetation of the site as necessary to minimize erosion. The Director may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

(3) Decommissioning Plan and Financial Surety.

a. C-SES shall have a decommissioning plan outlining the anticipated means and costs of removing the C-SES at the end of its serviceable life or upon becoming discontinued.

b. The decommissioning plan shall identify financial resources that will be available to pay for decommissioning and removal of C-SES.

c. The applicant shall continuously maintain a financial assurance mechanism in the form of a performance bond and/or other security approved by the County Attorney, for the period of the life of the facility. The amount of the security shall be 130 percent of the total decommissioning cost identified in the decommissioning plan. The financial assurance mechanism must ensure that funds will be available upon discontinuation and shall not include the future value, if any, of scrap. If a bond is posted to meet this requirement, the bond issuing company must be agreed upon by both the applicant and County. All decommissioning, removal and remediation fund requirements shall be fully funded before a zoning permit is issued. The County shall have sole discretion with regard to the determination of the mechanism of financial assurance.

d. Property Owner Affidavit. The applicant shall submit a copy of the decommissioning plan to all property owners within the boundaries of the Conditional Use Permit area. The property owners shall provide the County a signed affidavit acknowledging receipt of the plan and their responsibility for decommissioning costs.

M. Monitoring and Maintenance. The owner or operator of C-SES shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Internal circulation drives shall be maintained by the owner or operator to a level acceptable to the applicable fire chief and Story County Emergency Management Agency. The owner or operator shall be solely responsible for the cost of maintaining the C-SES and any internal access roads.

N. Avoidance and Mitigation of Damages to Public Infrastructure.

(1) Roads. Applicants shall identify all roads to be used for the purpose of transporting components and/or equipment for construction, operation or maintenance of the C-SES and obtain applicable weight and size permits from the impacted road authority prior to construction.

(2) Existing Road Conditions. Applicant shall conduct a pre-construction survey, in coordination with the impacted local road authority to determine existing road conditions. The pre-construction survey shall include photographs and a written agreement to document the condition of the roads and applicable public facilities. The applicant is responsible for on-going road maintenance and dust control measures identified by the Story County Engineer during all phases of construction.

(3) Drainage System. The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation, or maintenance of the C-SES.

(4) Required Financial Security. The applicant shall be responsible for restoring or paying damages as agreed to by the applicable road authority sufficient to restore the roads and bridges to preconstruction conditions. Financial assurance mechanisms in the form of a performance bond and/or other security approved by the Story County Attorney's Office shall be submitted to the Planning and Development Department covering 130 percent of the costs of all required improvements prior to final issuance of the conditional use permit by the Board of Adjustment. This requirement may be waived by the Board of Adjustment upon recommendation from the Story County Engineer.

O. Submittal Requirements. All C-SES applications must submit the following information in addition to the submittal requirements defined for conditional use permit applications.

(1) The names of the project applicants.

(2) The names of the project owners.

(3) The legal description and address of the project.

(4) Site plan showing property lines and physical features, including roads, setbacks, floodplain (if applicable), buildings, solar panels, right-of-way, and zoning district designations for the project site.

(5) Pre-construction survey and proposed routes as defined in subparagraph (N)(2) of this subsection.

(6) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.

(7) Number, location, and spacing of solar panels/arrays.

(8) Proposed locations of underground or overhead electric lines.

(9) Project development timeline.

(10) Existing Resources Inventory as defined in Chapter 85.

(11) Certification of structural and electrical compliance with the National Electrical Code by an Iowa-licensed engineer or architect, including one or three-line electrical diagram detailing the solar photovoltaic installation, associated components, and electrical interconnection methods, with all



National Electrical Code compliant disconnects and overcurrent devices in accordance with subparagraph (H)(2) of this subsection.

(12) Certification of compliance with subparagraph (H)(1) of this subsection by an Iowa-licensed engineer or architect.

(13) Manufacturer's documentation of the major system components to be used, including the PV panels, mounting system, and inverter.

(14) Documentation of actual or prospective access and traffic control of the project site.

(15) Interconnection agreement.

(16) Operation and maintenance plan of the C-SES, which shall include measures for maintaining safe access to the installation, storm water controls, as well as general procedures for operation and maintenance of the installation.

(17) Proof of liability insurance.

(18) Emergency services plan, including (but not limited to) the project summary, electrical schematic and means of shutting down energy systems throughout the life of the installation.

(19) Decommissioning plan in accordance with subparagraph (L)(3) of this subsection.

(20) Letters of financial security as defined in subparagraphs (L)(3) and (N)(4) of this subsection.

(21) Property owner affidavit as defined in subparagraph (L)(3)(d) of this subsection.

10. Adaptive Reuse. The renovation and remodeling of structures on the National Register of Historic Places for adaptive reuse may not destroy or obscure essential architectural features. In addition, such architectural features must be enhanced to the extent that it is feasible and prudent to do so.

**(Ordinance No. 307)**

**Table 90-1 – Table of Conditional Uses**

Key: C – signifies that conditional use permit is necessary CS – supplemental standards apply	ZONING DISTRICTS								
	A-1	A-2	A-R	R-1	R-2	RMH	C-LI	HI	GBC
Key: C – signifies that conditional use permit is necessary CS – supplemental standards apply	ZONING DISTRICTS								
	A-1	A-2	A-R	R-1	R-2	RMH	C-LI	HI	GBC
Private, non-commercial aircraft landing fields	C						C	C	
Golf courses (except miniature golf courses or practice driving ranges operated for commercial purposes) *	C		C	C	C		C		
Private gun clubs, skeet shooting ranges, and similar uses ( <i>Ordinance No. 192</i> ) *	C						C		
Indoor recreational facilities ( <i>Ordinance No. 192</i> )	C	C	C	C	C	C		C	
Campgrounds not operated for profit *	C								C
Lodges and fraternal organizations *	C								C

Public water supply and sewage treatment facilities	C	C	C	C	C	C	C	C	
Communication towers and facilities	CS	CS					CS	CS	
Any land or building used by a utility service for the purpose of generating or converting power, except C-WECS, which are held subject to supplemental standards ( <i>Ordinance No. 192</i> ) ( <i>Ordinance No. 219</i> )	C	C					C	C	
Any public building or structure or facility erected and used by any department of the township, County, or city government, including (but not limited to) public aircraft landing fields and facilities, and sanitary landfills	C	C	C	C	C	C	C	C	C
Nurseries and greenhouses, including retail sales	C								
Drag strips, go-cart tracks, courses, and/or activity areas for motorcycles, minibikes, snowmobiles and ATVs, provided that the minimum lot area is 20 acres *	C						C		
Commercial campgrounds and travel trailer parks *	CS					CS	CS		
Mineral extraction and primary mineral processing	CS	CS					CS	CS	CS
Ready mix concrete plants, asphalt paving mixture plants, and small ancillary products manufactured by the plant operators utilizing excess material, in conjunction with and adjacent to a mineral extraction and primary mineral processing operation	C	C							
Adaptive reuse of abandoned schools, churches or <u>buildings or other structures listed on the National Register of Historic Places or those designated as local landmarks that contribute to a historic district, or</u> other institutional, commercial or industrial buildings where a proposed use or proposed combination of two or more principal uses, on one lot within one building, is not otherwise permitted	<u>CS</u>	<u>CS</u>	<u>CS</u>	<u>CS</u>	<u>CS</u>	<u>CS</u>	<u>CS</u>	<u>CS</u>	<u>CS</u>
Rural salvage yard in conjunction with an owner-occupied single-family dwelling	CS	CS							
Child care centers serving more than six children and operating only between the hours of 6:00 a.m. and 10:00 p.m. *	C		C	C	C	C			
Agricultural lime storage site (fill and draw) operation for purposes of reducing the moisture content of lime slurry	C	C					C	C	
Bed and breakfast inn	CS	CS							
Astronomical observatories	C	C							C
Construction and demolition landfills *	C	C					C	C	
Farms, agritourism	CS	CS							CS

(Ordinance No. 253)									
Churches and/or similar uses *	C	C	C	C	C	C	C	C	
Commercial Wind Energy Conversion Systems (C-WECS)	CS	CS					CS	CS	
Adult bookstores and adult establishments or cabarets ( <i>Ordinance No. 184</i> )							CS	CS	
Commercial Solar Energy Systems (C-SES) (Ordinance No. 251)	CS	CS	CS				CS	CS	
Yard waste composting facility	C	C						C	
Human services facilities and programs, except uses meeting the definition of family home under Chapter 85* (Ordinance No. 247)	C	C	C	C	C	C	C	C	
Kennels for the raising and boarding of dogs or other small animals, provided, all buildings including exercise runways be at least 50 feet from all property lines and at least 200 feet from any residential district (or residential property) line.* (Ord. 277 - Jan. 19 Supp.)	C	C							
Home Business - Significant Easing of Requirements for an established, compliant Home Business in conformance with Chapter 89.01(4) only. (Ord. 278 - Jan. 19 Supp.)	C	C	C	C	C	C			
* It is not intended to permit those uses marked with * in the A-1 District where the Land Evaluation and Site Assessment (LESA) score for the subject parcel is 267-300.									

Instrument #: 20230550  
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Recording Fee: \$ 0.00  
Missy Thurm  
Recorder, Bremer County IA

## **ORDINANCE No. 23-02**

### **AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BREMER COUNTY ZONING ORDINANCE 2207 FOR THE PURPOSE OF REGULATING AND RESTRICTING THE USE OF LAND FOR THE TRANSPORT OF HAZARDOUS LIQUID THROUGH A HAZARDOUS LIQUID PIPELINE**

WHEREAS, the Supervisors of Bremer County, Iowa ("the County"), under the authority of IA CONST ART. 3, § 39A, Iowa Code § 331.301, and Iowa Code 335.3, adopted and made effective as of June 8, 2022, Ordinance No, 202207 pertaining to county zoning and land use controls ("the Ordinance"); and

WHEREAS, the County may by Ordinance lawfully regulate and restrict the use of land for trade, industry, residence, or other purposes in accordance with a comprehensive plan and designed to further the considerations and objectives set forth in Iowa Code § 335.5; and

WHEREAS, the County adopted a comprehensive plan in 2016, which among other things (1) sets forth a master land use plan; (2) community planning goals for each city in the county; (3) goals and objectives for agriculture and natural resources, hazard mitigation, community character and facilities, public infrastructure and utilities, housing, economic development, transportation, and intergovernmental collaboration; and (4) an implementation plan for achieving the goals of the plan; and

WHEREAS, the comprehensive plan states among many other things (1) that "It is the goal of Bremer County to preserve agricultural land, placing emphasis on areas that are considered 'prime' agricultural areas and that In making land use decisions, Bremer County shall consider the compatibility of existing surrounding land uses and the proposed use;" (2) that "It is the goal of Bremer County to preserve and protect environmental features and sensitive areas..."; (3) that it is a goal of the County to "Minimize to the greatest possible extent the number of injuries and/or loss of life associated with all identified hazards."; (4) that it is a goal of the County to "Reduce or eliminate property damage due to the occurrence of disasters..."; (5) that "It is the goal of Bremer County to maintain, and improve when possible, the quality of living of its residents."; (6) that "It is the goal of Bremer County to consider the need for services when assessing a potential development."; (7) that "It is the goal of Bremer County to provide housing opportunities for all residents..."; (8) that "The County will work with incorporated cities on coordinating economic development activities and efforts..."; (9) that "By defining the extent to which our various lands can and should be used, we provide more predictability for individuals and businesses making long-term decisions."; (10) that "Bremer County will only allow limited industrial development in the unincorporated areas of the County."; (11) that "The County, in considering industrial development, shall be cognizant of adjacent land use(s) and attempt to minimize any associated conflicts or concerns."; and that (12) "It is the goal of Bremer County to collaborate with other levels of government with regard to future land use and development." ;

WHEREAS, the considerations and objectives of the land use and zoning regulations under Iowa Code § 335.5 require counties to design the regulations (1) to secure safety from fire, flood, panic, and other

dangers; (2) to protect health and the general welfare; (3) to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirement; and

WHEREAS, the County and the several municipalities within the County employ a number of emergency response personnel, including local sheriffs, police, firefighters, and emergency medical service responders, and are responsible for ensuring the safety of these public servants through adequate training, knowledge, and access to personal protective equipment; and

WHEREAS, the State of Iowa through Iowa Code chapter 29C requires the County and the several cities within the County to participate in and fund county-level and regional emergency response planning for both natural and human-caused disasters through its joint county-municipal local emergency management commission and agency, to support response to disasters in other Iowa Counties, and to establish emergency communication measures to alert County residents of threats to their lives and wellbeing; and

WHEREAS, the County has authority under Iowa law to require information from a company that proposes to construct a hazardous liquid pipeline in the County that will enable the County to fulfill its statutorily required emergency planning duties and protect county emergency response personnel.

WHEREAS, the County, in coordination with the State of Iowa, other counties, and the several cities within the County, has adopted a Comprehensive Emergency Management Plan in order to provide for a coordinated response to a disaster and emergency in Bremer County; and

WHEREAS, the existing emergency response plan for the County does not currently evaluate the risk of or plan for a response to the rupture of a carbon dioxide pipeline passing through the County;

WHEREAS, the transport of hazardous liquid through a hazardous liquid pipeline constitutes a threat to public health and the general welfare such that the Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation ("PHMSA") has the authority to prescribe safety standards for such pipelines; and

WHEREAS, the federal Pipeline Safety Act in 49 U.S.C. § 60101 et. Seq. authorizes the United States Department of Transportation to regulate safety standards for the design, construction, operation, and maintenance of hazardous liquid pipelines, including those that transport supercritical carbon dioxide, but § 601104(e) of this law states that "[t]his chapter does not authorize the Secretary of Transportation to prescribe the location or routing of a pipeline facility," such that no federal regulation determines the location or route of a hazardous liquid pipeline; therefore, the State of Iowa and its municipalities may determine the route or location of a federally regulated hazardous liquid pipeline based on such policy factors that the State of Iowa deems relevant;

WHEREAS, the State of Iowa and its political subdivisions may and must consider the risks to present and future land uses of a hazardous liquid pipeline when selecting a route for it, so as to prevent its construction overly near to residential buildings, existing and future public and private infrastructure, high and vulnerable population buildings such as schools and nursing homes, future housing or industrial developments, and confined animal facilities; and

WHEREAS, In Iowa, the Iowa Utilities Board ("the IUB") has authority pursuant 49 U.S.C § 60104(e) of the Hazardous Liquid Pipeline Safety Act and under Iowa Code chapter 479B to implement certain

controls over hazardous liquid pipelines, including the authority to approve the location and routing of hazardous liquid pipelines prior to its construction; and

WHEREAS, under Iowa Code § 479B.4, a pipeline company must file a verified petition with the IUB asking for a permit to construct, maintain, and operate a new pipeline along, over, or across the public or private highways, grounds, waters, and streams of any kind in this state; and

WHEREAS, Iowa Code § 479B.5 requires that each petition for a permit must state the relationship of the proposed project to the present and future land use and zoning ordinances; and

WHEREAS, Iowa Code § 479B.20: (1) specifically provides for the application of provisions for protecting or restoring property that are different than the provisions of section 479B.20 and the administrative rules adopted thereunder, if those alternate provisions are contained in agreements independently executed by the pipeline company and the landowner; (2) specifically contemplates that such agreements will pertain to “line location”; (3) specifically requires the County to hire a “county inspector” to enforce all land restoration standards, including the provisions of the independently executed agreements; and (4) specifically requires that the independent agreements on “line location” between the landowner and the pipeline company must be provided in writing to the county inspector; and

WHEREAS, the construction of a hazardous liquid pipeline constitutes a use of land for trade, industry, or other purposes which the County has not heretofore regulated or restricted through the use of zoning or other ordinances; and

WHEREAS, On October 25, 2022, Navigator Heartland Greenway, LLC (“Navigator”) submitted to the IUB a Petition for a Hazardous Liquid Pipeline Permit (“the Petition”) proposes to build and operate a large-scale carbon capture pipeline system spanning approximately 1,300 miles across five states in the Midwest, including 811 miles in Iowa, that will capture carbon dioxide from local facilities before it reaches the atmosphere, convert it to a liquid form, and transport it via pipeline to a permanent underground sequestration site; and

WHEREAS, on October 25, 2022, Navigator filed with the IUB a map indicating the pipeline would cross the width of Bremer County from East to West; and

WHEREAS, there are several factors that would influence human safety in the event of a rupture of such a pipeline, including CO<sub>2</sub> parts per million (ppm) concentration, wind speed and direction, velocity of the gas exiting the pipe, and thermodynamic variables; and

WHEREAS, (1) a sudden rupture of a CO<sub>2</sub> pipeline may lead to asphyxiation of nearby people and animals, (2) CO<sub>2</sub> is lethal if inhaled for 10 minutes at a concentration larger than 10% by volume, (3) the National Institute for Occupational Safety and Health (“NIOSH”) has set the Immediate Dangerous to Life and Health (IDLH) limit of CO<sub>2</sub> at 4% by volume; and (4) the concentrations of 25% volume, CO<sub>2</sub> is lethal to humans within 1 minute; and

WHEREAS, on September 28, 2022, the Bremer County Board of Health, the Bremer County Health Department, and the Bremer County Environmental Health organization submitted joint comments to the IUB stating the following: “While CO<sub>2</sub> is naturally present in the air we breathe, it is at low concentrations that are not harmful to our health. The proposed CO<sub>2</sub> pipeline project, however, will

have liquefied CO<sub>2</sub>, which is dense and tends to stay near the ground in a leakage, making it more dangerous than chemicals that may disperse quickly in higher elevations. Depending on the concentration of a CO<sub>2</sub> leak, symptoms ranging from headaches, nausea, confusion, increased blood pressure, and suffocation could occur within minutes. It is also important that we promote public health by protecting our groundwater from contamination which can occur during pipeline construction, while in-service, or as a result of a pipeline rupture or leak.”; and

WHEREAS, the rupture of a carbon dioxide pipeline in the County would likely release large amounts of carbon dioxide that could rise to dangerous levels near the rupture that could threaten the health and lives of county residents, emergency response personnel, and animals, including but not limited to valuable livestock in confined animal feeding facilities; and

WHEREAS, a rupture of carbon dioxide pipeline near a populated area could cause a mass casualty event; and

WHEREAS, on February 22, 2020, a 24-inch diameter carbon dioxide pipeline ruptured approximately one (1) mile from the town of Satartia, Mississippi (“the Satartia Incident”), and caused a number of residents to become unconscious or intoxicated, required the hospitalization of forty-nine (49) persons and the evacuation of more than two hundred (200) persons, and also put the lives and welfare of local emergency response personnel at risk; and

WHEREAS, on May 26, 2022, PHMSA announced new safety measures to protect Americans from carbon dioxide pipeline failures after the Satartia Incident, including (1) initiating a new rulemaking to update standards for CO<sub>2</sub> pipelines, including requirements related to emergency preparedness, and response; (2) issuing an advisory bulletin to remind owners and operators of gas and hazardous liquid pipelines, particularly those with facilities located on shore or in inland waters, about the serious safety related issues that can result from earth movement and other geological hazards; and (3) conducting research solicitations to strengthen pipeline safety of CO<sub>2</sub> pipelines; and

WHEREAS, the rulemaking initiated by PHMSA to update safety and emergency preparedness standards for CO<sub>2</sub> pipelines is not yet complete; and

WHEREAS, the IUB does not have jurisdiction over emergency response in Iowa and has no expertise in emergency response planning; and

WHEREAS, the County does not have access to scientific assessments for the area of risk that would result from a rupture of the carbon dioxide pipeline proposed to be constructed in the County, which can be estimated through the use of computer modeling; and

WHEREAS, the County seeks to require the preparation of an estimate of the hazard zone resulting from a rupture of a carbon dioxide pipeline proposed to pass through the County, for the purpose of facilitating the least dangerous route through the County; and

WHEREAS, the County may adopt land use and zoning restrictions (1) for purposes of regulating the use of land in the County, including the execution of independent agreements between landowners and pipeline companies regarding land restoration and line location; and (2) for purposes of facilitating the least dangerous route through the County of a hazardous liquid pipeline, including requiring the completion of an emergency response and hazard mitigation plan; and

WHEREAS, the adoption of such land use and zoning regulations is (1) consistent with and not preempted by Iowa Code chapter 479B, including Iowa Code §§ 479B.5(7) and 479B.20, and (2) necessary to facilitate the IUB's approval of a permit, in whole or in part upon terms, conditions, and restrictions as to location and route that are "just and proper"; and

WHEREAS, the County intends to establish a process under the Ordinance for permitting and approving the use of land in Bremer County for the transport of hazardous liquid through a hazardous liquid pipeline that is not inconsistent with or preempted by federal law, including the Hazardous Liquid Pipeline Safety Act at 49 U.S.C. § 60101 et seq., and not inconsistent with or preempted by Iowa law, including Iowa Code chapters 479B, 331, and 335.

WHEREAS, the County Planning and Zoning Commission held a public hearing on the proposed Ordinance on [DATE HERE] and on [DATE HERE] recommended approval of the Ordinance.

NOW THEREFORE, BE IT ENACTED BY THE SUPERVISORS OF BREMER COUNTY, IOWA:

SECTION 1. – TEXT AMENDMENT – Article I: Title, Purpose, Special Exemption, Interpretation of Standards, Iowa Open Meetings Law, Definitions, section 5-3-1.05, Definitions, of the Bremer County Zoning Ordinance, is amended by inserting the following new definition:

97A. "Public Utility" means a public utility as defined in section 476.1, and shall also include waterworks, municipally owned waterworks, joint water utilities, rural water districts incorporated under chapter 357A or chapter 504, cooperative water associations, and electric transmission owners as defined in section 476.27 primarily providing service to public utilities as defined in section 476.1.

SECTION 2. – TEXT AMENDMENT – Article II: General Regulations and Provisions, section 5-3-3.01, Zoning Affects Every Structure, of the Bremer County Zoning Ordinance, is amended by repealing the section and replacing it with the following:

5-3-3.01 ZONING AFFECTS EVERY STRUCTURE AND USE

Except as hereinafter provided, no building, structure or land shall hereafter be used and no building or part thereof or structure shall be erected, constructed, reconstructed, occupied, moved, altered, or repaired, except in conformity with the regulations herein specified for the class of district in which it is located.

SECTION 3. – TEXT AMENDMENT – Article II: General Regulations and Provisions, of the Bremer County Zoning Ordinance, is amended by inserting the following new section:

5-3-3.24 Hazardous Liquid Pipelines – No person or property owner shall use land in any area or district in this county for purposes of transporting hazardous liquid through a hazardous liquid pipeline except under the conditions and restrictions provided hereinafter in Article XVIII – Hazardous Liquid Pipelines. For purposes this Bremer County Zoning Ordinance, "hazardous liquid" and "hazardous liquid pipeline" shall have the meanings defined in Article XVIII.



SECTION 4. – TEXT AMENDMENT – Article 18: Hazardous Liquid Pipelines, of the Bremer County Zoning Ordinance, is amended by inserting the following new Article:

ARTICLE XVIII: HAZARDOUS LIQUID PIPELINES

18.00 Purposes

This article prescribes and imposes the appropriate conditions and safeguards when using land in this County for purposes of a Hazardous Liquid Pipeline.

The purposes of the regulations provided in this Article are:

1. To lawfully regulate and restrict the use of land in the County for the transport of Hazardous Liquid through a Hazardous Liquid pipeline in a manner that is in accordance with the County's current comprehensive plan and that is designed to (1) secure safety from fire, flood, panic, and other dangers; (2) protect health and general welfare; and (3) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirement.
2. To implement section 18.00(1) with regard to the community planning and land use goals of the County, including cities, as contemplated in the County's Comprehensive Plan and as provided in Iowa Code chapter 335. In particular, the purpose of this Article is to further the following specific goals of the County: (1) to preserve agricultural land, placing emphasis on areas that are considered 'prime' agricultural areas and, when making land use decisions, to consider the compatibility of existing surrounding land uses and the proposed use; (2) to preserve and protect environmental features and sensitive areas; (3) to minimize to the greatest possible extent the number of injuries and/or loss of life associated with all identified hazards; (4) reduce or eliminate property damage due to the occurrence of disasters; (5) to maintain, and improve when possible, the quality of living of its residents; (6) to consider the need for services when assessing a potential development; (7) to provide housing opportunities for all residents; (8) to work with incorporated cities on coordinating economic development activities and efforts; (9) provide more predictability for individuals and businesses making long-term decisions; (10) to only allow limited industrial development in the unincorporated areas of the County; (11) to be cognizant of adjacent land use(s) and attempt to minimize any associated conflicts or concerns; and (12) to collaborate with other levels of government with regard to future land use and development.
3. To implement section 18.00(1) with regard to the County's legal obligation to engage in emergency response and hazard mitigation planning, including furthering the comprehensive plan's goals and objectives for hazards, emergencies, and disasters and including the need to protect the health and welfare of both residents and emergency response personnel.
4. To Implement section 18.00(1) in a manner that is not inconsistent with or preempted by federal or state law, including the United States Constitution, the federal Pipeline Safety Act at 49 U.S. C. § 60101 et seq., the Iowa Constitution, and Iowa Code chapters 29C, 479B, 331, and 335.

5. To implement section 18.00(1) in a manner that treats all Hazardous Liquid Pipelines in a similar manner, to the extent they are similarly situated, and to utilize to the greatest extent feasible the land use and zoning regulations and processes already utilized in the County.

6. To implement section 18.00(1) in a manner (1) that facilitates the approval of a permit by the Iowa Utilities Board , in whole or in part upon terms, conditions, and restrictions, as to location and route that are “just and proper, “ and (2) that creates a process that allows a Hazardous Liquid Pipeline operator to work with local county officials to obtain all local permits or approvals prior to the construction of the pipeline.

#### 18.01 Definitions

For purposes of this Article, unless the context otherwise requires:

“Affected Person” means the same as defined in Iowa Administrative Code 199-13.1(3) and, unless otherwise defined in that rule, means any person with a legal right or interest in the property, including but not limited to a landowner, a contract purchaser of record, a Person possessing the property under a lease, a record lienholder, and a record encumbrancer of the property.

“Applicant” means a Pipeline Company or a Property Owner who applies for a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Article.

“Application” means the documents and information an Applicant submits to the County for purposes of obtaining a Conditional Use Permit as well as the related process and procedures for considering the application pursuant to this Article.

“Blast Zone” means the geographic area in County that would be subject to a shock wave from rupture of a Hazardous Liquid Pipeline, including of a Carbon Dioxide Pipeline, that could harm or kill persons or animals due solely to physical trauma, for example from flying debris or the physical impact of a pressure wave resulting from a rupture.

“Board of Adjustment” means the Bremer County Board of Adjustment established pursuant to Iowa Code chapter 335 and Article 15 of this Bremer County Zoning Ordinance.

“Carbon Dioxide Pipeline” means a Hazardous Liquid Pipeline intended to transport liquified carbon dioxide and includes a Pipeline of 4 inches or more in diameter to transport liquid or supercritical fluid comprised of 50 percent or more of carbon dioxide (CO<sub>2</sub>).

“Conditional Use Permit” means a conditional use, use exception, or use limitation authorized and approved by the Board of Adjustment in the manner and according to the standards provided in section 5-3-15.09 of this Bremer County Zoning Ordinance.

“Confidential Information” means information or records allowed to be treated confidentially and withheld from public examination or disclosure pursuant to Iowa Code chapter 22 or other applicable law.

“Conservation Area” means a County park, natural resource area, wildlife area, or similar areas established or designated for such purposes by the County prior to the effective date of this Article.

“County” or “the County” means Bremer County, Iowa.

“Emergency” means the same as defined in Iowa Administrative Code 199 rule 9.1(2) and, unless otherwise defined in that rule, means a condition involving clear and immediate danger to life, health, or essential services, or a risk of potentially significant loss of property.

“Facility” is any structure incidental or related to the Hazardous Liquid Pipeline and any space, resource, or equipment necessary for the transport, conveyance, or pumping of a Hazardous Liquid through a Hazardous Liquid Pipeline located in the County, including all related substations and emergency shut off valves.

“Fatality Zone” means the geographic area in the County in which residents of the County would face a significant risk of loss of life due to a rupture of a Hazardous Liquid Pipeline, taking into consideration, in the case of a Carbon Dioxide Pipeline, the dispersion of CO<sub>2</sub> from a rupture, taking into consideration CO<sub>2</sub> concentration and duration of exposure.

“Hazard Zone” means, in the case of a Carbon Dioxide Pipeline, the geographic area in the County in which residents of the County would likely become intoxicated or otherwise suffer significant adverse health impacts due to a rupture of a Carbon Dioxide Pipeline, taking into consideration the dispersion of CO<sub>2</sub> from a rupture, taking into consideration CO<sub>2</sub> concentration and the duration of the exposure.

“Hazardous Liquid” means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined there, means crude oil, refined petroleum products, liquified petroleum gases, anhydrous ammonia, liquid fertilizers, liquified carbon dioxide, alcohols, and coal slurries.

“Hazardous Liquid Pipeline” means a Pipeline intended to transport Hazardous Liquids, and also includes Class 3, Class 6, Class 8, or Class 9 hazardous materials, as defined by 49 C.F.R. § 173.120. et seq., with any portion proposed to be located within the County.

“In-service date” is the date any Hazardous Liquid is first transported through any portion of a Pipeline located in the County.

“Independent Agreement” means alternative provisions regarding land restoration or Line Location contained in agreements independently executed by a Pipeline Company and a Landowner or a Property Owner as described in Iowa Code § 479B.20(10).

“IUB” means the Iowa Utilities Board created within the Iowa Department of Commerce pursuant to Iowa Code chapter 474.

“Landowner” means the same as defined in Iowa Code §§ 479B.4(4) and 479B.30(7), and, unless otherwise defined there, means a Person listed on the tax assessment rolls as responsible for the payment of real estate taxes imposed on the property and includes a farm tenant.

“Line Location” means the location or proposed location or route of a Pipeline on a Landowner’s property.

“Occupied Structure” means a Building or Structure that has been inhabited or used for residential, commercial, industrial, or agricultural purposes at any time during the twelve (12) months preceding an application for a Conditional Use Permit pursuant to this Article.

“PHMSA” means Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation.

“Person” means the same as defined in Iowa Administrative Code 199-13.1(3) and, unless otherwise defined in that rule, means an individual, a corporation, a limited liability company, a government or governmental subdivision or agency, a business trust, an estate, a trust, a partnership or association, or any other legal entity as defined in Iowa Code section 4.1(20).

“Pipeline” means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined there, means an interstate pipe or pipeline and necessary appurtenances used for the transportation or transmission of hazardous liquids.

“Pipeline Company” means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined in that rule, means any Person engaged in or organized for the purpose of owning, operating, or controlling Pipelines for the transportation or transmission of any Hazardous Liquid or underground storage facilities for the underground storage of any Hazardous Liquid.

“Pipeline Construction” means the same as defined in Iowa Administrative Code 199-9.1(2) and, unless otherwise defined in that rule, means activity associated with installation, relocation, replacement, removal, or operation or maintenance of a pipeline that disturbs agricultural land, but shall not include work performed during an emergency, tree clearing, or topsoil surveying completed on land under easement with written approval from the landowner.

“Property Owner” means the owner or owners, together with his, her, its or their heirs, successors and/or assigns, of the land or property over, under, on, or through which, a Pipeline, or any part of it, including any related facilities, may be located and which is subject to the regulations and restrictions of this Zoning Regulation. Property Owner includes a Landowner and also includes a Person with whom a Pipeline Company negotiates or offers to execute an Independent Agreement with respect to a Pipeline.

“Reclamation” means the restoration and repair of damaged real property, personal property, land or other areas, through which a Pipeline is constructed or from where it is removed as close as reasonably practicable to the condition, contour, and vegetation that existed prior to the construction or prior to the removal of the Pipeline, as applicable.

“Reclamation Cost” means the cost of Reclamation and includes the cost to restore or repair roads, bridges, or county property as well as the cost to restore or repair all real and personal property of Property Owners and Affected Persons.

“Sensitive Area” means any area designated for inclusion in Bremer County’s Floodplain Overlay District Ordinance 22-08.

“Zoning Regulation” or “the Zoning Regulation” means the collection of land use and zoning regulations known as the Bremer County, Iowa Zoning Ordinance, as provided and made effective in Article 1 of the ordinance known as the Bremer County, Iowa Zoning Regulation.

**18.02 Conditional Use Class Created and Use Limitations Imposed on Hazardous Liquid Pipelines**

1. As provided in section 5-3-3.01 of this Zoning Regulation, all land in the County must be used in accordance with this Zoning Regulation. Pursuant to Iowa Code chapter 335, the County may establish a use or class of uses that have conditions or use limitations, and the Board of Adjustment may authorize a use exception or permit various uses upon conditions or other use limitations as may be initiated, considered, and approved pursuant to Article 15 of this Zoning Regulation. Such conditions or use limitations are established in order to protect the health, safety, and welfare of the public and to preserve property values.

2. The County hereby establishes a class of use for Hazardous Liquid Pipelines, and no land or property interest in this County, regardless of the zone or area, shall be used for purposes of a Hazardous Liquid Pipeline except in conformity with this Article.

**18.03 Conditional Use Permits Required**

1. A Pipeline Company that has filed a verified petition with the IUB asking for a permit to construct, maintain, and operate a new Pipeline along, over, or across land in this County shall submit an Application to the County Zoning Administrator for a Conditional Use Permit. The Pipeline Company shall submit the application for a Conditional Use Permit within seven (7) days of filing the petition with the IUB, unless the petition was filed with the IUB prior to the effective date of this Article in which case the Pipeline Company shall submit an application for a Conditional Use Permit under this Article within seven (7) days of the effective date of this Article. The Zoning Administrator may extend the time for filing the Application for good cause shown. However, any extension of more than 30 days must be approved by the Board of Adjustment.

2. A Property Owner that intends to negotiate or sell an easement to a Pipeline Company by means of an Independent Agreement shall submit an application to the County Zoning Administrator for a Conditional Use Permit before executing the Independent Agreement with the Pipeline Company. If a Property Owner executes an Independent Agreement with a Pipeline Company on or after the effective date of this Article without obtaining a Conditional Use Permit, the County may exercise all lawful remedies, including the remedies provided in section 5-3-17.02 of this Zoning Regulation.

3. Upon receiving an Application for a Conditional Use Permit from a Pipeline Company or from a Property Owner, the County Zoning Administrator and the Board of Adjustment shall consider the Application according to the process and standards set forth in this Article.

**18.04 Separation Requirements**

The use of land for purposes of transporting Hazardous Liquids through Pipelines poses a threat to the public health and welfare, to the productivity of agricultural lands, and to the property values of residential, commercial, and industrial Property Owners in the County. The separation requirements of this section are designed to further the goals and objectives of the County's comprehensive zoning plan, including to protect public health and welfare, to preserve existing infrastructure and future development, and to maintain property values.

A Hazardous liquid Pipeline shall not be constructed, used, sited, or located, in violation of the separation requirements listed below. In addition, the terms of an Independent Agreement regarding a Line Location shall conform to the separation requirements listed below. All distances shall be measured from centerline of the proposed Hazardous Liquid Pipeline to the portion of the existing use nearest the centerline of the proposed Hazardous Liquid Pipeline.

The minimum separation distances for a Hazardous Liquid Pipeline are:

1. From the city limits of an incorporated city, not less than two miles.
2. From a church, school, nursing home, long-term care facility, or hospital, not less than one half of a mile.
3. From a public park, Conservation Area, Sensitive Area, or public recreation area, not less than one half of a mile.
4. From any Occupied Structure, not less than one half of a mile.
5. From any animal feeding operation or facility, not less than 1,000 feet.
6. From an electric power generating facility with a nameplate capacity of 5MW or more, an electric transmission line operating at 69kV or higher, an electric transmission substation, a public drinking water treatment plant, or a public wastewater treatment plant, not less than 1,000 feet.
7. From private water supply wells, not less than 200 feet.

**18.05 Permit Application Requirements for Pipeline Companies**

A Pipeline Company applying for a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Article shall submit the following documents and information to the County Zoning Administrator.

1. The information required for a Conditional Use Permit as described in Article 15 this Zoning Regulation, including all required forms prescribed by the County Zoning Administrator.
2. A complete copy of the application for a permit filed with the IUB pursuant to Iowa Code chapter 479B. This requirement is an ongoing requirement, and as the application for the IUB permit is amended or changed, the Pipeline Company shall provide updated information and documents to the County.
3. A map identifying each proposed crossing of a County road or other County property and map identifying each crossing of Conservation Areas or Sensitive Areas.
4. A map and a list containing the names and addresses of all Affected Persons in the County. The map and list shall include all Property Owners who have executed an Independent Agreement or who have been or will be contacted about the execution of an Independent Agreement.

5. A set of plans and specifications showing the dimensions and locations of the Pipeline, including plans and specifications for all related facilities and above-ground structures, such as pumps, lift-stations, or substations.
6. A copy of the standard or template Independent Agreement the Pipeline Company proposes to execute with property Owners in the County. The standard or template for the Independent Agreement shall include terms and conditions that comply with the Abandonment, Discontinuance, and Removal requirements of this Article.
7. The emergency response and hazard mitigation information, as required pursuant to this Article.
8. All applicable fees required pursuant to this Article.
9. A statement identifying any Confidential Information in the Application and a request, if any, to withhold such information from public examination or disclosure as provided in, and to the extent permitted by, Iowa Code chapter 22. A failure to identify Confidential Information in the Application may result in the County treating such information as public record.

**18.06 Permit Application Requirements for Property Owners**

A Property Owner applying for a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Article shall submit the following documents and information to the County Zoning Administrator:

1. The information required for a Conditional Use Permit as described in Article 15 of this Zoning Regulation, including all required forms prescribed by the County Zoning Administrator.
2. A copy of the Independent Agreement the Property Owner proposes to execute with the Pipeline Company, including a map and a legal description of the proposed Line Location and a statement of verification of compliance with the separation requirements of this Article.
3. All applicable fees required pursuant to this Article.

**18.07 Fees and Assessments**

The following fees and assessments apply to a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Article:

1. A Pipeline Company seeking a Conditional Use Permit shall pay the following fees and assessments:
  - a. An application fee in the amount of \$100 for each Affected Person identified in the Application.
  - b. An annual assessment fee in the amount of \$116.92 per mile of Pipeline constructed, operated, and maintained in the County, or an amount equal to the most current user fee assessed to the operators of Hazardous Liquid Pipelines by PHMSA, whichever is greater. This fee shall be due each year on the anniversary of the Pipeline's In-Service Date, and the County shall apply this fee towards its emergency planning and

hazard mitigation costs, including expenses for law enforcement and emergency response personnel.

c. All other applicable user or permit fees required for crossing County roads or using the public right-of-way in the County.

#### 18.08 Public Hearing Requirements and Permit Approval

1. Upon receipt of an application for a Conditional Use Permit by a Pipeline Company, the County Zoning Administrator shall verify that the Pipeline Company permit application requirements of this Article are met and shall make a report to the Board of Adjustment recommending approval, denial, or modification of the Application. Upon the verification and report of the County Zoning Administrator, the Board of Adjustment shall set the date of one or more public hearings in the County on the question of granting a Conditional Use Permit to the Pipeline Company. Once the public hearing dates have been set, the Board of Adjustment shall publish a notice in a local newspaper pursuant to Iowa Code § 331.305, and the Pipeline Company shall send notice of each scheduled public hearing to each Affected Person identified in the Application by United States Mail.

2. A public hearing shall not be required in the case of Property Owner applying for a Conditional Use Permit. Upon receipt of an application for a Conditional Use Permit from a Property Owner, the County Zoning Administrator shall make a report to the Board of Adjustment recommending approval, denial, or modification of the Application. Upon the verification and report of the County Zoning Administrator, the Board of Adjustment shall consider the application at a regular meeting of the Board of Adjustment.

3. Once the application, public hearing, and other requirements of this Article are met, the Board of Adjustment shall consider each application for a Conditional Use Permit according to the standards set forth in Article 15 regarding the powers of the Board of Adjustment and the standards and findings required for use exceptions. The Board of Adjustment shall issue a permit if the Board of Adjustment finds all applicable standards are met. The burden of establishing that all applicable standards are met shall be on the Applicant for the Conditional Use Permit.

4. A Conditional Use Permit granted to a Pipeline Company pursuant to this Article is not transferrable to any Person. A Pipeline Company, or its successors in interest, shall apply for a new Conditional Use Permit whenever the Hazardous Pipeline is transferred or its use is materially or substantially changed or altered.

#### 18.09 Appeals and Variances

A Pipeline Company or Property Owner may appeal an adverse determination on a Conditional Use Permit, or may seek special exception or variance from the Board of Adjustment, as provided in Article 15 of this Zoning Regulation.

#### 18.10 Applicability and Compliance

1. The permit requirement in section 18.03 and the separations requirements of 18.04 of this Article shall not apply to (1) a Hazardous Liquid Pipeline that is already permitted, constructed, and placed in-service on or before the effective date of this Article; however, a



Pipeline Company shall comply with the abandonment, Reclamation, and decommissioning requirements for a Pipeline that is decommissioned on or after the effective date of this Article; (2) a Pipeline owned and operated by a Public Utility that is furnishing service to or supplying customers in the County; or (3) a Property Owner that has already executed an Independent Agreement with a Pipeline Company prior to the effective date of this Article.

2. If a Property Owner has executed an Independent Agreement prior to the effective date of this Article and the Independent Agreement does not meet the separation requirements of this Article, then notwithstanding the Independent Agreement, the Pipeline Company shall comply with the separation requirements of this Article.

3. If a Property Owner has executed an Independent Agreement prior to the effective date of this Article and the Independent Agreement provides for separation requirements that are greater than the separation requirements in this Article, then the Pipeline Company shall comply with the terms of the Independent Agreement with the Property Owner.

#### **18.11 Emergency Response and Hazard Mitigation Plans for Hazardous Liquid Pipelines**

This section is intended to implement local zoning regulations in a manner designed to facilitate the comprehensive plan's goals and objectives for assessing ongoing mitigation, evaluating mitigation alternatives, and ensuring there is a strategy for implementation. This goal is consistent with the County's legal obligation under Iowa Code chapter 29C to engage in emergency response and hazard mitigation planning and with the need to protect the health and welfare of both residents and emergency response personnel. For these reasons, the County requires Hazardous Liquid Pipelines to provide information to assist the County in its emergency response and hazard mitigation planning as required by Iowa code chapter 29C. The requirement to provide emergency response and hazard mitigation information pursuant to this section is not intended to constitute a safety standard and is not intended to conflict with any PHMSA safety standards applicable to a Pipeline Company which regulate the design, installation, inspection, emergency plans and procedures, testing, construction, extension, operation, replacement, and maintenance of pipeline facilities.

1. If an Applicant for a permit pursuant to this Article is a Pipeline Company and if the proposed pipeline is a Carbon Dioxide Pipeline, then the Applicant shall provide the following information to the County for purposes of assisting the County with its emergency response and hazard mitigation planning efforts:

a. A map and legal description of the proposed route for a Carbon Dioxide Pipeline showing all human occupied structures and animal husbandry facilities, by type, within two miles of the centerline of the proposed route including addresses.

b. A description of the health risks resulting from exposure of humans and animals to carbon dioxide released from a pipeline, considering the concentrations of carbon dioxide in the air near to a rupture, the duration in the time of exposure, and the presence of other harmful substances released from a rupture. The description shall identify the exposure level and duration of time that may cause a fatality of persons or

animals, and the exposure level and duration that may cause intoxication or other significant adverse health effects.

c. An estimate of the worst-case discharge of carbon dioxide released in metric tons and standard cubic feet from a rupture of a pipeline considering the interior volume of the pipeline, the location of emergency valves that limit release of carbon dioxide, the location of crack arrestors, operating pressure, operating temperatures, and other relevant factors.

d. A rupture dispersion modeling report containing the results of computational fluid dynamic computer model estimates of the maximum geographic ranges of the Fatality Zone and Hazard Zone for the Carbon Dioxide Pipeline in the event of its rupture in a range of weather conditions and representative topography in the County, as well as in low elevation areas of the County where released carbon dioxide may settle.

e. A computer model report showing the Blast Zone for the Carbon Dioxide Pipeline.

f. A list of structures and facilities within the Hazard Zone, Fatality Zone, and Blast Zone for the proposed route of a Carbon Dioxide Pipeline that in the preceding year have contained humans or livestock, and an estimate of the number of persons and livestock in each structure and facility.

g. A list of High Consequence Areas. A High Consequence Area is any area within the Hazard Zone, the Fatality Zone, or the Blast Zone where a single rupture would have the potential to adversely affect 10 or more persons or a facility with livestock.

h. A description of the potential adverse impacts of a rupture of a Carbon Dioxide Pipeline on the humans, livestock, and other real and personal property within the Hazard Zone, the Fatality Zone, and the Blast Zone for the route of the Carbon Dioxide Pipeline.

i. Identification of alternative routes through the County designed to minimize risks to humans and animals from a rupture of the Carbon Dioxide Pipeline within the County, and an analysis of the risks of these alternative routes relative to the proposed route.

j. All information needed by County first responders, emergency response personnel, and law enforcement personnel in order to engage in local emergency management and hazard mitigation planning, equipment, and training needs. Such information includes but is not limited to:

1. A Material Data Safety Sheet/Safety Data Sheet for the materials transported in the Carbon Dioxide Pipeline;
2. Agency specific response plans for law enforcement, emergency medical responders, and other response agencies;

3. Carbon dioxide detectors and evacuation plans for each Affected Person and human occupied structure;
4. Response equipment needs for emergency response personnel, such as carbon dioxide and other chemical detectors, closed circuit self-contained breathing apparatus, personal protective equipment; communications equipment; road barriers and traffic warning signs; and non-internal combustion engine evacuation vehicles;
5. A Carbon Dioxide Pipeline rupture emergency response training program to ensure safe and effective response by County and municipal law enforcement, emergency medical services, and other responders during the operational life of the Carbon Dioxide Pipeline.

k. Identification of residential and business emergency response needs, including but not limited to:

1. A Mass Notification and Emergency Response Messaging System;
2. Evacuation plans;
3. Evaluation equipment needs especially for mobility impaired individuals;
4. carbon dioxide detectors, and self-contained breathing apparatus.

2. If an Applicant for a permit pursuant to this Article is a Pipeline Company and if the proposed pipeline is a type other than a Carbon Dioxide Pipeline, then the Applicant shall provide (1) a draft emergency response plan or facility response plan for the proposed pipeline; and (2) a detailed description of how the Pipeline Company will work with the County's law enforcement, emergency management personnel, and first responders in the event of a spill, lead, rupture, or other emergency or disaster related to pipeline.

3. The Board of Adjustment may include a condition in a Conditional Use Permit granted pursuant to this Article that requires an applicant to reimburse the County for all costs and expenses incurred for purposes of emergency response or hazard mitigation planning, equipment acquisition or repair, training, and communications if such costs and expenses are reasonably related to the Pipeline.

#### 18.12 Abandonment, Discontinuance, and Removal of Hazardous Liquid Pipelines

In addition to the requirements set by Iowa Code § 479B.32, a Hazardous Liquids Pipeline in the County that is abandoned shall comply with the requirements of this section. A Hazardous Liquid Pipeline shall be deemed abandoned for purposes of this section whenever the use of the Hazardous Liquid Pipeline has been discontinued such that there is no longer regulatory oversight of the Pipeline by PHMSA.

For purposes of the land restoration standards of Iowa Code § 479B.20, the term "construction" includes the removal of a previously constructed pipeline, and the County will treat the removal of a pipeline in the same manner as the Pipeline's original construction for purposes of the County's obligations under Iowa Code chapter 479B.

1. A Pipeline Company granted a Conditional Use Permit pursuant to this Article shall by certified mail notify the County and all Affected Person in the County of the Pipeline Company's intent to discontinue the use of the Pipeline. The notification shall state the proposed date of the discontinuance of use.

2. Upon abandonment or discontinuance of use, the Pipeline Owner shall offer to each Property Owner the option to have the Pipeline and all related facilities physically dismantled and removed, including both the below and above ground facilities. The removal of the Pipeline and the related Reclamation and Reclamation Costs shall be the Pipeline Company's responsibility and shall be completed within one-hundred eighty (180) days from the date of abandonment or discontinuation of use unless a Property Owner agrees to extend the date of removal. Such an extension must be by written agreement between the Pipeline Company and the Property Owner, and the agreement shall be filed at the Bremer County Recorder's office and a copy delivered to the County by the Pipeline Owner.

3. A Property Owner shall not be required to have the Pipeline removed, but if the Property Owner agrees to the removal and Reclamation, the Property Owner shall allow the Pipeline Company reasonable access to the property.

4. Upon removal of the Pipeline and the Reclamation, the Pipeline Owner shall restore the land according to the requirements of Iowa Code § 479B.20 and the rules adopted thereunder at 199-9.1(479,479B). including all amendments thereto.

SECTION 5. – TEXT AMENDMENT – Article XVIII: Effective Date, of the Bremer County Zoning Ordinance, is amended by repealing the Article and replacing it with the following:

#### ARTICLE XIX

#### EFFECTIVE DATE

This Ordinance, Ordinance 23-02, as adopted, shall be in full force and effect upon publication.

The Bremer County Planning and Zoning Commission, after a public hearing, recommended this Ordinance for approval on 12/20/2022

The Bremer County Board of Supervisors took the following actions:

Public Hearing and First Consideration: 02/13/2023

Second Hearing and Consideration: 02/21/2023


Third Hearing and Consideration: 02/27/2023

Passed and adopted this 27<sup>th</sup> day of February, 2023



Chairperson  
Bremer County Board of Supervisors

ATTEST:



Bremer County Auditor

SECTION 6. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. SEVERABILITY CLAUSE. If any section provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading Passed: 02/13/2023

Second Reading Passed: 02/21/2023

Third Reading Passed: 02/27/2023

#### AUDITOR'S CERTIFICATE


Ordinance No. 23-02 was published in the Waverly Newspaper on the 2nd day of March, 2023.




Bremer County Auditor



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**CERTIFICATION OF PUBLICATION**

I, Aleina Kleinschmidt being duly sworn depose

and say that I am \_\_\_\_\_ Office Assistant \_\_\_\_\_ of

THE WAVERLY NEWSPAPERS, a weekly newspaper published at

Waverly, Bremer County, Iowa, and I further state that the annexed and

subjoined notice was duly published in said paper, as often as once in

each week for 1 week(s), commencing on the 2<sup>nd</sup>

day of March, 2023, and ending on the 2<sup>nd</sup> day of  
March, 2023.

Aleina Kleinschmidt

Subscribed and sworn to before me this 3

day of March, 2023.

De Ann Amy Meyer  
Notary Public in and for Bremer County, Iowa

Printer's Fee, \$ 79.60 \*

\*Charge for additional certificates



MAR - 6 2023