

# BOARD OF SUPERVISORS MEETING

## Meeting Notice

Tama County Board of Supervisors

Tues., Sept. 2, 2025

Meetings may also be available online for viewing and/or participating in by clicking the below link barring no power, internet, or equipment failure or other unforeseen circumstances. Meetings will still be held if there is no electronic availability.

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### Agenda Schedule

\*\* Agenda is not printed in any particular order, only time specific items will be addressed at certain times

8:30 AM

Call to Order, Pledge of Allegiance

Approve agenda

Public comments-This time is set aside for public comments on County business topics. To be recognized raise your hand or stand. After recognition by the Chair, state your name and address. You may speak one time per issue. If the comment is for an item not on the agenda, please understand the Board of Supervisors will not act on your comments at this meeting due to the Open Meetings Law requirements but may do so at a future board meeting by placing it on the agenda. The Chair and Board members welcome comments from the public; however, all comments must be directed to the board and not others in attendance; keep your comments germane; it is not appropriate to use profane, obscene, or slanderous language. No personal attacks will be allowed. The Chair may limit each speaker to three minutes.

Discussion/Approve 8/25/25 regular minutes

Engineer-road projects report

Discussion/possible action to approve funding agreement for 300th St. Bridge Replacement project no BROS-7692(605)--5F-86 with Iowa DOT and authorize chairman and auditor to sign

Discussion/possible action to enter into a settlement agreement with Purdue Pharma for opioid litigation and to approve board chairman to sign agreement

Discussion/possible action to approve temporary liquor license for Your Private Bartender

Discussion/possible action to review Tama County Courthouse Lawn Policy and Application

Discussion/possible action on courthouse lawn application submitted for The Satanic Temple

Iowa's "Paradise Lost" Reading Marathon

Discussion of amendments to development agreement

Set public forum for September 11th

Supervisor updates by district

Discussion/approve claims

Public comments

Adjourn

**Board of Supervisors Minutes**  
**August 25, 2025**

The Tama County Board of Supervisors met at 8:30 a.m. August 25, 2025. Present: 1st District Supervisor, Curt Hilmer; 2nd District Supervisor, David Turner; 3rd District Supervisor, Heather Knebel; 4th District Supervisor, Mark Doland and 5th District Supervisor, Curt Kupka. Also, Tama County Auditor, Karen Rohrs, Sheriff Schmidt, and members of the public.

The Pledge of Allegiance was recited.

Motion by Turner, seconded by Kupka to approve the agenda. Discussion: None. All voted aye. Motion carried.

Public Comments: Public comments were heard from Linda Moeller, Karen Murty, Carolyn Adolphs, Nikki Novak, Richard Arp, Andrea Dvorak, Chad Bartling, Jim Smith, Bob Vokoun, Bill Faircloth, and Rita Dostal. Public comment time closed at 9:10 am.

Motion by Knebel, seconded by Kupka to approve the minutes of the August 18<sup>th</sup> regular meeting and August 18<sup>th</sup> special meeting. Discussion: None. All voted aye. Motion carried.

The Board met with Ben Daleske, Tama County Engineer, to get a road projects report. Daleske also had a utility permit for the board chairman to sign. The permit is for Level 3 Communications. Motion by Kupka, seconded by Turner to approve the permit and for the board chairman to sign the utility permit. Discussion: Daleske was asked to reach out to CenturyLink to make sure it is for Belle Plaine and not Belle Point, IA. All voted aye. Motion carried.

Motion by Knebel, seconded by Hilmer to approve a temporary liquor license for Lucky Wife Wine Slushies. This is for a Sip & Shop event being held at the Tama County Market in Chelsea on September 14<sup>th</sup>. Discussion: None. All voted aye. Motion carried.

An update was given on the progress of the City of Toledo bandstand renovation that is on the county courthouse lawn. The renovation cost has gone over budget by \$25,000.00 of what it was estimated to cost. Jim Roan, who oversees the renovation, is looking for donations to come up with the difference in the cost. Motion by Hilmer, seconded by Kupka to approve a contribution to the restoration in the amount of \$5,000.00 to match what the City of Toledo will be donating. Discussion: None. All voted aye. Motion carried.

More discussion was held regarding the Commercial Solar Ordinance draft that has been approved by the zoning commission. Motion by Hilmer, seconded by Knebel to approve sending a copy of the drafted ordinance to the county attorney to review. Each supervisor will also send the county attorney what revisions they would like to see. Discussion: Knebel and the board thanked the zoning commission for their hard work and consideration on the draft. Turner stated he was happy the draft states that the county doesn't pay for anything. All voted aye. Motion carried.

Motion by Turner, seconded by Kupka to approve the claims for payment as presented in the amount of \$121,852.76. Discussion: Copier leases were discussed. The Board asked the Auditor to

reach out to department heads to have them submit their copier lease contracts to Supervisor Turner for him to review. All voted aye. Motion carried.

Public Comments: Public comments were heard from Laura Wilson, Nikki Novak, Karen Murty, Richard Arp, Andrea Dvorak, and Jim Smith. Public comment time closed at 10:09 am.

Chairman Doland adjourned the meeting at 10:09 am.

These minutes are intended to provide a summary of the discussions and decisions made during the Board of Supervisor meeting. For the most accurate and comprehensive record, please refer to the audio recording of the meeting that can be provided upon request at the auditor's office.

## ***Tama County Board of Supervisors - Weekly Engineer's Office Report***

September 2<sup>nd</sup>, 2025

We are digging ditch in that 370<sup>th</sup> St. between I Avenue this week. We are doing some ditch digging on 275<sup>th</sup> St. just east of C Avenue. We hope to have these finished this week.

Dust control was applied to the detour for E43 and for 290<sup>th</sup> St. east of C Ave. We will be reimbursed by Salt Creek for the dust control on 290<sup>th</sup> St. We are also dust controlling between Ross St. and E43 on K Avenue this week.

We will be pinning some concrete culverts on 130<sup>th</sup> St. East of Hwy 63 this week.

We started working on O Avenue between 200<sup>th</sup> & 210<sup>th</sup> replacing a low water stream crossing last week.

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a County Highway Bridge Program Project**

RECIPIENT: Tama County

Project No: BROS-7692(605)—5F-86

Iowa DOT Agreement No: 1-25-HBPS-036

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Tama County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and Local Systems Instructional Memorandum [1.100](#), the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 011340
  - B. Location: On 300<sup>th</sup> St over Deer Creek
  - C. Preliminary Estimated Total Eligible Construction Costs: \$1,800,000
4. The County has previously entered into a City Bridge agreement with the DEPARTMENT and the City of Toledo, project number BROS-7692(605)--5F-86, agreement number 1- 24-HBP-009, signed March 16, 2024, of which the funding limit is \$ 1,500,000 will be used for the above referenced structure. County HBP fund will be used for the amount that is over the City Bridge HBP funding.
5. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
6. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
7. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs

will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in Local Systems Instructional Memorandum [1.100](#) in place at the time of this agreement being fully executed.

8. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.
9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Tama County

This agreement was approved by official action of the Tama County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION  
Transportation Development Division

By \_\_\_\_\_  
Brian J. Catus, P.E.  
Local Systems Field Engineer  
Central Region

Date \_\_\_\_\_, \_\_\_\_\_

## EXHIBIT 1

### General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

#### 1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming and Federal Authorization**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design**

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## **4. Environmental Requirements and other Agreements or Permits**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location



approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## **5. Right-of-Way, Railroads and Utilities**

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## **6. Contract Procurement**

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

## 7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## 8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow [I.M. 6.020](#) Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

## **9. Project Close-out**

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

***TO LOCAL POLITICAL SUBDIVISIONS:  
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW  
NATIONAL OPIOID SETTLEMENT.***

**PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW**

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

**First**, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

**YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

**Second**, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

**Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.**

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

### **WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?**

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

### **WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?**

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them.* **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

### **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENT?**

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

YOUR PRIVATE BARTENDER,  
LLC

NAME OF BUSINESS(DBA)

Your Private Bar

BUSINESS

(515) 599-1205

ADDRESS OF PREMISES

2713 Highway E64

PREMISES SUITE/APT NUMBER

CITY

Chelsea

COUNTY

Tama

ZIP

52215

MAILING ADDRESS

1701 25th Street

CITY

West Des Moines

STATE

Iowa

ZIP

50266

## Contact Person

NAME

Amber Cooper

PHONE

(515) 599-1205

EMAIL

admin@yourprivatebar.com

## License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

5 Day

Submitted  
to Local  
Authority

EFFECTIVE DATE

EXPIRATION DATE

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Amber Cooper	Johnston	Iowa	50131	Managing Member	51.00	Yes
Matthew Cooper	Johnston	Iowa	50131	Member	49.00	Yes

## Insurance Company Information

### INSURANCE COMPANY

Illinois Casualty Co

### POLICY EFFECTIVE DATE

Oct 9, 2024

### POLICY EXPIRATION DATE

Oct 9, 2025

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE



Use of the courthouse grounds requires approval of the Board of Supervisors. This will be approved by the Board of Supervisors at a regular meeting.

*(The Grandstand belongs to the City of Toledo, you will need to contact them for usage.)*

1. There shall be a pre-event meeting between the County and the person responsible for the event to inspect the location. No more than 30% of the courthouse grounds shall be used for the designated event.
2. The courthouse grounds shall not be used for any unlawful purpose.
3. The use of the courthouse grounds shall not interfere with normal county government operations or normal public access to the courthouse during business hours Monday – Friday from 8:00 a.m. to 4:30 p.m.
4. No applicant shall use the courthouse grounds more than once within a two (2) month period.
5. No animals (except service animals) or vehicles are allowed on the courthouse grounds.
6. Nothing shall be placed on the courthouse grounds that could be harmful to the grass or trees.
7. The courthouse grounds shall be cleaned by the applicant and returned to their pre-event condition immediately after the designated event. Failure to follow this rule will result in the loss of the applicant's deposit.
8. An application form shall be signed by the responsible party acknowledging responsibility for the payment of any damages that might occur to the courthouse grounds during the designated event.
9. Any group using the courthouse grounds shall provide the County with proof of insurance liability policy.



10. Any group using the courthouse grounds and causing damages shall be required to reimburse the County for the cost of said damages.
11. The Board of Supervisors in the exercise of its discretion may grant variances from these rules and requirements for cause shown on a case-by-case basis.
12. The Board of Supervisors reserves the right to refuse use of the courthouse grounds for any event that may compromise the security of the courthouse or the safety of either courthouse employees or the general public.
13. Violation of any of these rules may be cause for the County to deny an applicant's future use of the courthouse grounds.



## COURTHOUSE GROUNDS POLICY APPLICATION

After you have completed this form, please return it to Auditor's Office in person or by email to [krohns@tamacounty.org](mailto:krohns@tamacounty.org)

Date(s) of use: \_\_\_\_\_

Group/Individual Requesting Use: \_\_\_\_\_

Starting time: \_\_\_\_\_ a.m. or p.m. Ending time: \_\_\_\_\_ a.m. or p.m.

Name of Responsible Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Specific areas you request to use: \_\_\_\_\_

Is this event open to the general public? Yes ☐ No ☐

Number of participants approximately: \_\_\_\_\_

What equipment will be used on the grounds? \_\_\_\_\_

\_\_\_\_\_

*(examples: tables/chairs/tents/canopy/electrical equipment/port-a-potties/games)*

When will the equipment be set up? \_\_\_\_\_

If food is served is there a fee? Yes ☐ No ☐  
the Health Department? Yes ☐ No ☐

Do you have a permit to serve food from

Have you used the grounds before? Yes ☐ No ☐

A copy of the group or individual liability insurance policy is required at the time of the event. Does this group or individual have liability insurance to cover this event? Yes ☐ No ☐

I have read the Courthouse Grounds Policy. I understand that Courthouse grounds will be left in a clean and neat condition after use. I am liable for all damages, expenses and losses caused by any person who attends or participates in the scheduled event. By signing this application, I agree to defend and hold harmless the County regarding and damage which may occur as a result of this scheduled event.

**By signing this agreement, I certify that all statements I have made to Tama County in this application are true and correct.**

_____	_____
Signature of Responsible Person	Date

\_\_\_\_\_  
Approved or Denied by the Tama County Board of Supervisors on: \_\_\_\_\_

_____	_____
Chairperson of the Board of Supervisors	Auditor

Payment of Deposit is required prior to the date of the event listed above.

Amount of Deposit \_\_\_\_\_

Date of Payment of Deposit \_\_\_\_\_



## COURTHOUSE GROUNDS POLICY APPLICATION

After you have completed this form, please return it to Auditor's Office in person or by email to [krohrs@tamacounty.org](mailto:krohrs@tamacounty.org)

Date(s) of use: 9/14/2025 \_\_\_\_\_

Group/Individual Requesting Use: The Satanic Temple Iowa  
\_\_\_\_\_

Starting time: 8am \_\_\_\_\_ a.m. or p.m. Ending time:  
8pm \_\_\_\_\_ a.m. or p.m.

Name of Responsible Person: Toki Leonard (alternate contact: Mortimer Adramelech) \_\_\_\_\_

Address: 2501 Chatham Rd STE 8428, Springfield, IL 62704  
\_\_\_\_\_

Phone: 515 306 4015 / 515 718 3228 \_\_\_\_\_ Fax: \_\_\_\_\_

Email: [toki.leonard@thesatanictemple.org](mailto:toki.leonard@thesatanictemple.org) /  
[mortimer.adramelech@thesatanictemple.org](mailto:mortimer.adramelech@thesatanictemple.org) (Please include both in any  
communication, thank you.)  
\_\_\_\_\_

Name of Event: The Satanic Temple Iowa's "Paradise Lost" Reading Marathon  
\_\_\_\_\_

Type of Event: A reading of John Milton's "Paradise Lost" (1667) from start to finish  
\_\_\_\_\_

Specific areas you request to use: SE side of the courthouse lawn  
\_\_\_\_\_

Is this event open to the general public? Yes ☒ No ☐

Number of participants approximately: 10 \_\_\_\_\_

What equipment will be used on the grounds? Table, chairs, canopy, battery-operated PA equipment. \_\_\_\_\_

*(examples: tables/chairs/tents/canopy/electrical equipment/port-a-potties/games)*

When will the equipment be set up? The morning of the event

---

If food is served is there a fee? Yes ☐ No ☒ Do you have a permit to serve food from the Health Department? N/A Yes ☐ No ☐

Have you used the grounds before? Yes ☒ No ☐

A copy of the group or individual liability insurance policy is required at the time of the event. Does this group or individual have liability insurance to cover this event? Yes ☒ No ☐

I have read the Courthouse Grounds Policy. I understand that Courthouse grounds will be left in a clean and neat condition after use. I am liable for all damages, expenses and losses caused by any person who attends or participates in the scheduled event. By signing this application, I agree to defend and hold harmless the County regarding and damage which may occur as a result of this scheduled event.

**By signing this agreement, I certify that all statements I have made to Tama County in this application are true and correct.**

*Joki Leonard*

---

Signature of Responsible Person

Date 8/25/2025

\_\_\_\_\_  
Approved or Denied by the Tama County Board of Supervisors on:

\_\_\_\_\_  
Chairperson of the Board of Supervisors

Auditor

Payment of Deposit is required prior to the date of the event listed above.

Amount of Deposit \$100.00 \_\_\_\_\_

Date of Payment of Deposit \_\_\_\_\_

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, and is entered into between and among Tama County, Iowa, the Tama County Board of Supervisors and Salt Creek Wind II, LLC (collectively “the Parties”).

### RECITALS

WHEREAS The Tama County Board of Supervisors (“BOS”) is the body constituted under Iowa Code Chapter 331 to perform certain prescribed duties on behalf of Tama County, Iowa (“Tama County”), including the adoption of county ordinances pursuant to its inherent home rule authority, the settlement of claims, the and the performances of actions pursuant thereto.

WHEREAS Salt Creek Wind II, LLC (“Salt Creek Wind II” or SCWII”) is developing a wind energy conversion system in Tama County, Iowa known as the Salt Creek Wind II Project (“the Project”).

WHEREAS on or about December 20, 2024, SCWII applied for a Conditional Use Permit for a Commercial Wind Energy Conversion System (“CUP”) under Tama County’s Wind Energy Conversion System Ordinance passed in 2010 (“C-WECS Ordinance”).

WHEREAS on January 6, 2025, the BOS passed Resolution 1-6-2025B (“Moratorium Resolution”), but the BOS has not held any hearings, public discussions, or working sessions regarding potential ordinance amendments, nor has there been a recommendation from the Planning and Zoning Commission as of the execution date of this agreement.

~~WHEREAS on April 7, 2025, the BOS passed resolution 4-07-2025A (“April Resolution”).~~

WHEREAS it is the desire of the Parties to resolve, compromise and settle, finally and fully, certain differences and disputes between them, and to eliminate the risk and cost of future litigation between them.

NOW, THEREFORE the PARTIES, in consideration of the foregoing and the following mutual promises set forth herein, hereby agree as follows:

1. LEGAL REPRESENTATION: The Parties acknowledge they are fully represented by legal counsel, as shown below, in connection with this matter and acknowledge that they enter into this Agreement knowingly and voluntarily after having been fully advised by their attorneys of their rights in this matter and of the scope and effect of this Agreement.

SCWII	
Tama County; Tama County Board of Supervisors	

2. AGREEMENTS BY TAMA COUNTY AND BOS:

- a. The BOS agrees to consider and vote on execution of this Agreement as an agenda item during an open meeting following publication of its agenda not less than four not more than twenty days in advance of the meeting, and will consider public comment and evidence at that meeting.
- b. The BOS acknowledges that it is tasked with enforcing Tama County's ordinances.
- c. Tama County and the BOS agree the Moratorium Resolution does not apply to the Project and that the terms of the 2010C-WECS Ordinance apply to the SCWII Project and CUP application. Tama County and the BOS further agree and stipulate they will not take any action to block, slow, hinder, obstruct, impede, or in any way delay any ongoing development, operations, or construction of the Project. The Parties agree that any violation of this Section by Tama County or the BOS shall be considered a material breach. Tama County stipulates any action to block, slow, hinder, obstruct, impede, or in any way delay the development, operations, or construction of the Project will result in irreparable harm to SCWII such that SCWII may not have an adequate remedy at law. Nothing in this paragraph prohibits Tama County, and its boards and officials, from enforcing county ordinances and requiring compliance with the ordinances.
- d. Tama County and the BOS acknowledge ~~that SCWII stipulate~~ that the threshold to establish vested rights for the ~~SCW-II-P~~ project has likely been met by SCWII pursuant to the CUP application, Zoning Certificates and C-WECS Ordinance, studies, activities, and expenditures by SCWII as of the execution date of this Agreement and that will be ongoing following the execution of this Agreement.
- e. The BOS stipulates that SCWII has, through its CUP application and the additional compromises and concessions made herein, met or exceeded the requirements of the C-WECS Ordinance.



- e. The BOS agrees and stipulates that neither the County, nor the BOA, has jurisdiction to revoke, rescind, withdraw or modify a CUP once issued to SCWII ~~or the Zoning Certificates once issued to SCWII.~~
- f. Salt Creek Wind II will have established use within the meaning of Tama County's ordinances for any and all ~~of the~~ Zoning Certificates for the Project upon completion of vertical erection of any one wind turbine generator at any one Zoning Certificate site. Upon completion of vertical erection of any one wind turbine generator SCWII will send the Zoning Administrator a certificate of completion of the first turbine ("Certificate of Completion"). Once use has been established as outlined herein, Tama County and its officials will not challenge the sufficiency of the established use. The Board of Supervisors agrees that Salt Creek Wind II's satisfaction of the conditions in this provision is sufficient to establish use under any and all ~~of the~~ Zoning Certificates for the Project, including those issued at a later date.
- g.f. Tama County and the BOS agree to direct the Zoning Administrator by resolution that once SCWII has established use under any and all ~~of the~~ Zoning Certificates for the Project, the Zoning Administrator shall take no action to the contrary.
- h.g. Tama County acknowledges that approval of applications for any Zoning Certificate for the Project, and road right-of-way permits, including but not limited to permits needed for entrance, right-of-way crossings, utility in rights-of-ways, work within rights-of-ways, and oversize/overweight permits to transport loads on county roads to Pproject-specific destinations are ministerial acts, and The BOS will direct, by resolution, that upon submission by SCWII of applications for such Zoning Certificate or permits that are consistent with applicable ordinances and the CUP application, the Zoning Administrator or the County Engineer shall to promptly issue such Zoning Certificate and road right-of-way permits; Tama County agrees that approval of such Zoning Certificate and road right-of-way permits shall not be unreasonably delayed or withheld and the BOS shall not interfere with the Zoning Administrator's nor the County Engineer's usual and customary processing of such applications including issuance of Zoning Certificate and right-of-way permits as required by consistent with applicable ordinances and the CUP application, except to direct prompt action be taken.
- h. Tama County acknowledges that approval of applications for any Zoning Certificate extensions for the Project are ministerial acts, and upon submission by SCWII of applications for such extension requests that are consistent with applicable ordinances and the CUP application, the Zoning

Administrator shall promptly issue such extensions; Tama County agrees that approval of such extensions shall not be unreasonably delayed or withheld and the BOS shall not interfere with the Zoning Administrator's usual and customary processing of such applications including issuance of Zoning Certificates as required by consistent with applicable ordinances and the CUP application.

- i. The BOS agrees that in the event of a legal challenge to this Agreement or the Project or any necessary permits, certificates, or approvals, the County will fully cooperate in good faith with SCWII in the defense of such challenge(s) at the County's expense, and further agrees that in the event of a successful challenge the County will use its best efforts and good faith to cure any deficiencies and re-enter into an Agreement on substantially the same terms included herein to facilitate development of the Project.

3. AGREEMENTS BY SCWII:

In consideration of the promises made in this agreement, SCWII will agree as follows:

- a. SCWII will make a \$1,200,000 payment, in addition to taxes, to Tama County within five days of delivery by SCWII of the Certificate of Completion and upon completion ~~by the County~~ of all of the following actions:
  - (1) Execution of this Agreement by the County:-
  - (2) Timely issuance of all necessary permits, certificates, and approvals to construct the Project;
  - (3) Expiration of the limitations period for any challenges in any way related to the approval and construction of Project, including challenges to this Agreement and all necessary permits, certificates, and approvals; and
  - ~~(+)~~(4) The conclusion of unsuccessful challenges related to the approval and construction of Project, including challenges to this Agreement and all necessary permits, certificates, and approvals .
- b. SCWII will offer its standard Good Neighbor Agreement used for this Project and negotiate in good faith with any non-participating landowners located within one-half mile of any turbine constructed or to be constructed as part of the Project who contact SCWII and are not currently engaged in a similar agreement with a neighboring Pproject. For purposes of this Agreement, a "Non-Participating Residence" means the primary human dwelling on any privately-owned parcel of land where the owner(s) of such parcel have not entered a voluntary agreement with Salt Creek Wind II or any affiliate or agent thereof to provide any rights to or receive any compensation from Salt Creek Wind II.

- c. SCWII agrees to negotiate in good faith with any landowner who is currently a party to a Good Neighbor Agreement who wishes to be released from said Good Neighbor Agreement so long as the agreement is not needed for the development, construction, and/or operation of the Project.
- d. SCWII agrees to comply with the decommissioning ~~agreement—plan~~ attached to this ~~contract~~Agreement, which places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the decommissioning plan submitted with the CUP application.
- e. Consistent with the decommissioning plan, ~~b~~Beginning 3 years after the ~~completion—commencement of commercial operation~~ of the Project, SCWII will agree to engage a licensed Iowa engineer to provide an updated, estimated cost of decommissioning for the Project every three years until the Project is decommissioned. SCWII will provide the results of the estimated cost to the BOS and County within 30 days of receipt and will update the bond in compliance with applicable County ordinances in effect as of the effective date of this Agreement.
- f. SCWII agrees to comply with the road use agreement attached to this ~~contract~~Agreement, which places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the road use agreement referenced in the SCWII CUP application.
- g. SCWII agrees to not fund, develop, or plan any future wind energy conversion project in Tama County~~;~~. Additionally, SCWII will not sell any data gathered in preparation of ~~the—any~~ potential Salt Creek Wind III project in Tama County.
- h. Salt Creek Wind II agrees that the location of the turbines as measured from the center of the turbine will be no closer than 1500 feet from the outside wall of any Non-Participating Residence, which is further than the required setbacks in the C-WECS ordinance and further than the setbacks proposed in the SCWII CUP application. The agreed-upon turbine locations are indicated in the map provided on Appendix A. Parties agree that minor shifts of no more than \_\_\_ feet in any direction from the locations shown in Appendix A, ~~as allowed under Salt Creek Wind II's WECS Approval,~~ will be allowed to resolve micro-siting issues prior to construction.
- i. Prior to construction, Salt Creek Wind II agrees to provide to the BOS an updated noise model confirming that noise caused by the Project shall not exceed 50 dBA at the outside wall of any Non-Participating Residence during

normal operating conditions, which places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in C-WECS Ordinance and referenced in the SCWII CUP application. If, on investigation by Tama County upon complaint by an individual residing in a Non-Participating Residence, the sound level exclusively caused by the wind turbines is found to exceed 50 dBA, notice shall be made to Salt Creek Wind II who will have thirty (30) days to investigate and cure the noise level or temporarily suspend operation of the turbine causing the exceedance until the noise level during operations can be cured. If, after investigation, Salt Creek Wind II determines that the complaint was unfounded or not caused by Salt Creek Wind II, it shall present the findings to the County Engineer or other person designated by the County to administer these provisions. If the County disagrees with Salt Creek Wind II's determination, the County Engineer and Salt Creek Wind II shall select a mutually agreeable third-party who will mediate the dispute. Failure by Salt Creek Wind II to reduce noise caused by the Project at the outside wall of the Non-Participating Residence to 50 dBA or below, or to present investigative findings disputing the complaint, by that time may result in the assessment of a penalty in the amount provided for County Infractions in Iowa Code § 331.307(1), unless an extension of the deadline for good cause is approved by the officer of the County designated by the Board to enforce County codes and regulations. Providing investigative results to the County disputing the complaint shall toll the time for cure until resolution of the dispute. The Parties may adopt by mutual agreement in writing dispute resolution processes that supersede the terms of this paragraph.

- j. After completion of construction of the Project, Salt Creek Wind II will make all necessary federal, state, and County applications for approvals required for installation of an Aircraft Detection Lighting System ("ADLS") on the Project and, if all such applications are approved Salt Creek Wind II will install an ADLS system as part of the Project. Tama County agrees that (1) the BOS will direct the Zoning Administrator, by resolution, that any zoning application to Tama County for any tower necessary to install or operate an ADLS system will not be unreasonably denied; (2) that upon the denial of any approval required to install an ADLS system by any federal, state, or County government entity, Salt Creek Wind II will be deemed to have fulfilled this obligation and shall be permitted ~~to build and~~ continue to operate the Project as described herein notwithstanding the inability to use an ADLS; and (3) Tama County acknowledges that, for technical and/or permitting reasons, the Project may be fully in operation approximately nine months before an ADLS can be implemented. During any period during which an ADLS is not operational, consistent with lighting requirements under the Preexisting Wind Ordinance, the Project will be artificially lighted only to the extent required by the FAA or other applicable authority and as needed

for nighttime maintenance, and the lighting intensity and frequency of the strobe shall adhere to but not exceed requirements established by FAA regulations. The ADLS requirement places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the C WECS ordinance and the SCWII CUP application.

- k. Salt Creek Wind II agrees that Appendix B to this Agreement lists the turbine models that may be used for constructed as part of the portion of the Project to be located in Tama County and the manufacturer, hub height, and maximum total height of each. Sixty (60) days prior to construction, Salt Creek Wind II will confirm the specific turbine model to be constructed at each agreed-upon turbine location and its maximum total height.
- l. ~~No turbine may be taller than 500 feet in height measured to the tip of the blades. Salt Creek agrees that no wind turbine that is part of the Project shall be greater in height than 500 feet. Height shall be measured from the surface level of the ground to the tip of the blade when it is at its maximum height.~~
- m. SCWII agrees that it has met and will meet the requirements of the ~~2010 C-WECS~~ Ordinance, which that was in place prior to the passage of the ~~Mmoratorium~~ Resolution and ~~prior to at the time of submission of~~ its application for a conditional use permit.
- n. Salt Creek Wind II agrees to use curtailment measures such that no Residence will experience more than 30 hours of shadow flicker from the Project per year unless this limit has been waived by the owner of the Residence in an easement or other written instrument including but not limited to a Good Neighbor Agreement. Compliance with this requirement shall be shown by Salt Creek Wind II via pre-construction modeling that will be provided to [ ]the BOS. The shadow flicker requirement places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the C-WECS ordinance and the SCWII CUP application.
- o. SCWII agrees and stipulates that this Agreement does not have a confidentiality provision. SCWII agrees that nothing in this Agreements bars the County or the BOS from speaking about this Agreement or the terms herein following its execution.

4. DUTY TO DEFEND: By entering into this Agreement, the County and BOS agree and stipulate this Agreement is a legal, enforceable and binding contract. The Parties further agree to defend the validity of this Agreement, should it be challenged.

~~4. PREVAILING PARTY ATTORNEYS' FEES IN PROJECT-RELATED~~

5. **LITIGATION:** If either SCWII or Tama County initiates or is forced to defend litigation against the other party arising from or related to the denial, rejection, delay, withholding, or other adverse action by any Tama County board, commission, officer, employee, or agent (including but not limited to the Board of Adjustment or the Zoning Administrator) concerning the Project, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and litigation costs incurred in connection with the proceeding. For purposes of this provision, "prevailing party" includes a party that obtains a favorable judgment, injunction, declaratory relief, or other comparable legal or equitable relief on any substantial issue. Tama County expressly agrees and stipulates that it—not any board, commission, or official in their personal or professional capacity—is financially responsible for any fees and costs awarded under this provision. Notwithstanding the foregoing, whichever party is the prevailing party, the non-prevailing party's reimbursement obligation shall be capped at an amount equal to the total fees SCWII would otherwise owe under the ordinance attached hereto as Exhibit A, if it is adopted and applied to the Project.

6. **RELIANCE:** The Parties freely and voluntarily execute this Agreement solely in reliance upon their own knowledge, belief, and judgment, including advice by their respective attorneys, and not upon any representations made by the other party or its attorneys. Each of the Parties acknowledge and certify that it has read the terms of this Agreement prior to entering into and executing this Agreement and has had a full and ample opportunity to consult with and obtain the advice of an attorney.

7. **ENTIRE AGREEMENT:** This Agreement executed by the Parties constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and it supersedes all negotiations and all prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter of this Agreement. This Agreement does not supersede or replace any prior written agreements between the Parties.

8. **SEVERABILITY:** If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

~~9. CHOICE OF LAW, VENUE AND WAIVER OF JURY TRIAL:~~ This Agreement ~~shall be construed and enforced in accordance with the laws of the State of Iowa. This Agreement shall be deemed to have been entered into and performed in Tama County, Iowa. The Parties agree that any dispute related to this Agreement shall be brought in the Iowa District Court for Tama County, Iowa.~~ 10.9. ~~EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT.~~

~~11.10.~~ 10.10. **HEADINGS:** The headings in this Agreement are intended solely for

convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

~~12~~11. SUCCESSORS AND ASSIGNS: To the extent permitted by law, the terms of this Agreement are binding upon and inure to the benefit of the Parties hereto and each of their respective heirs, representatives, administrators, executors, successors and assigns. Provided, however, the Parties recognize that one Board of Supervisors cannot bind a future Board of Supervisors on legislative matters.

~~13~~12. AMENDMENTS: The terms, covenants, conditions, and provisions of this Agreement cannot be altered, changed, modified, added to or deleted from, except in a writing signed by all of the Parties hereto.

~~14~~13. CONSTRUCTION AND INTERPRETATION: This Agreement shall be construed and interpreted without regard to the party or parties responsible for its preparation and will be deemed as prepared jointly by the Parties. In resolving any ambiguity or uncertainty relating to this Agreement, the Parties agree that no consideration or weight shall be given to the identity of the party drafting the document.

~~15~~14. COPIES: A copy of this Agreement shall have the same legal effect as the original.

~~16~~15. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the PARTIES have executed and delivered this SETTLEMENT AGREEMENT effective as of the date written above.

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TAMA COUNTY, IOWA

By: \_\_\_\_\_

Its: \_\_\_\_\_

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TAMA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_

Its: \_\_\_\_\_

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SALT CREEK WIND II LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_