

**TENTATIVE AGENDA**  
**WASHINGTON COUNTY BOARD OF SUPERVISORS**  
COURTHOUSE  
222 W MAIN ST.  
WASHINGTON, IOWA

*The Board reserves the right to discuss and take formal action on any or all agenda items.*

Remote access and participation in the meeting can be gained as follows:

<https://zoom.us> Meeting ID: 726 335 628 Password: 800802

For telephone audio access dial (312) 626-6799

TUESDAY, SEPTEMBER 28, 2021, 9:00 A.M.

(as of September 23, 2021 @ 4:00 p.m.)

1. APPROVAL OF AGENDA

2. PUBLIC COMMENT

Comment limited to agenda items only and limited to 3 minutes per individual

3. NEW BUSINESS

Domestic Violence Awareness Month Proclamation

Proposed employee benefit changes

Acknowledgment of donation to K9 fund

Appointment of Civil Process Servers

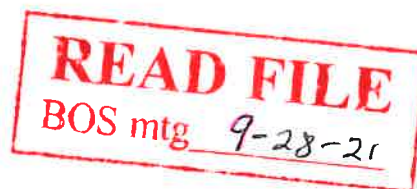
28E Agreement between Iowa Department of Natural Resources, Washington County, and Washington County Environmental Health Department with respect to private water well construction and reconstruction

4. OPEN DISCUSSION

Items as approved by Board Chairperson with public comment limited to agenda items only and 3 minutes per citizen.

5. ADJOURN

cc: All departments  
Media



# Proclamation

## Domestic Violence Awareness Month

### October 2021

**Whereas,** domestic violence, dating violence, and stalking affects women, children, and men of all racial, cultural, and economic backgrounds, causing long-term physical, psychological, and emotional harm; and

**Whereas,** one in three Americans has witnessed an incident of domestic violence; and

**Whereas,** children who experience domestic violence are at a higher risk for failure in school, mental illness, substance abuse, suicide, and may choose violence as a way to solve problems later in life; and

**Whereas,** domestic violence in rural communities exists as a hidden, silent, and often unrecognized crime that is often underreported; and

**Whereas,** through the inspiration, courage, and persistence of victims of domestic violence, their children, and advocates, our communities are learning to recognize the impact of violence in the home and within intimate relationships; and

**Whereas,** the Domestic Violence Intervention Program has worked to end violence in intimate relationships for more than 40 years through the collaborative partnerships of advocates, volunteers, local municipalities, criminal justice, health and human services, faith communities, business leaders, and private citizens; and

**Whereas,** our community's achievements should be commended and we must continue our commitment to respect and support victims of domestic violence and to prevent future violence in our community.

**Now therefore,** be it resolved that we, the Washington County Board of Supervisors, do hereby proclaim the month of October 2021 to be:

## Domestic Violence Awareness Month

in Washington County, Iowa, and urge all people to work together to eliminate domestic violence, dating violence, and stalking from our community.

Signed this 28<sup>th</sup> day of October 2021, in Washington, Iowa.

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RICHARD L. YOUNG, CHAIRPERSON  
Washington County Board of Supervisors



CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, Washington COUNTY, ss.

I, Jared M. Schneider, Sheriff of Washington County, Iowa, do hereby constitute and appoint Stephanie Patterson as civil process server for a period of 3 Years, from September 16, 2021 and do hereby authorize and empower him/her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him/her as such Civil Process Server.

This commission expires December 31, 2024, unless sooner revoked, or when said Civil Process Server ceases to perform above named duties.

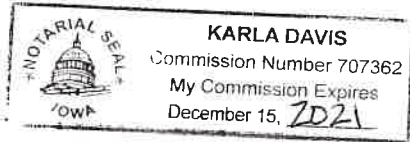
Given under my hand this 21<sup>st</sup> day of September, 2021.

[Signature]  
Sheriff of Washington County.

STATE OF IOWA, Washington COUNTY, ss.

I, Stephanie Patterson do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Civil Process Server as now or hereafter required by law.

Subscribed and sworn to before me, this 21<sup>st</sup> day of September 21.



[Signature]  
Karla Davis, Notary

Above appointment approved by the Board of Supervisors of Washington County, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by resolution, Minute Book \_\_\_\_\_ Page \_\_\_\_\_.

**READ FILE**, Chair.  
BOS mtg 9-28-21

REVOCATION OF APPOINTMENT

STATE OF IOWA, Washington, County, ss.

I, \_\_\_\_\_, of above named County, who made the within appointment of \_\_\_\_\_, as \_\_\_\_\_ hereby revoke and cancel said appointment Civil Process Server.

This revocation shall be effective on and after \_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

**CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER**

STATE OF IOWA, Washington COUNTY, ss.

I, Jared M. Schneider, Sheriff of Washington County, Iowa, do hereby constitute and appoint Jacob Baughman as civil process server for a period of 3 Years, from September 16, 2021 and do hereby authorize and empower him/her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him/her as such Civil Process Server.

This commission expires December 31, 2024, unless sooner revoked, or when said Civil Process Server ceases to perform above named duties.

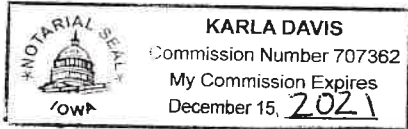
Given under my hand this 21<sup>st</sup> day of September, 2021

  
Sheriff of Washington County.

STATE OF IOWA, Washington COUNTY, ss.

I, Jacob Baughman do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Civil Process Server as now or hereafter required by law.

Subscribed and sworn to before me, this 21<sup>st</sup> day of September, 2021.



  
Karla Davis, Notary

Above appointment approved by the Board of Supervisors of Washington County, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by resolution, Minute Book \_\_\_\_\_ Page \_\_\_\_\_.

**READ FILE**, Chair.  
**BOS mtg 9-28-21**

**REVOCATION OF APPOINTMENT**

STATE OF IOWA, Washington, County, ss.

I, \_\_\_\_\_, \_\_\_\_\_ of above named County, who made the within appointment of \_\_\_\_\_, as \_\_\_\_\_ hereby revoke and cancel said appointment Civil Process Server.

This revocation shall be effective on and after \_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**IOWA DNR AGREEMENT ID 21ESDWQBEDAY0001**  
**INTERGOVERNMENTAL (28E) AGREEMENT BETWEEN**  
**THE IOWA DEPARTMENT OF NATURAL RESOURCES**  
**AND**  
Washington COUNTY, IOWA

**THIS INTERGOVERNMENTAL (28E) AGREEMENT** (Agreement) is entered into by the Iowa Department of Natural Resources (Department), the Washington County Board of Supervisors (County Board), and the designated County private water well permitting entity (Permitting Agency) (jointly referred to as the County.)

- I. **Authority:** This agreement is entered into pursuant to the authority in Iowa Code sub-sections 455B.172(3) and (9) and section 455B.187; 567 Iowa Administrative Code (IAC) sections 38.15-17; and Iowa Code chapter 28E.
- II. **Statement of Purpose:** The purpose of this agreement is to establish the terms and conditions for delegation to designated county Permitting Agencies of the Department's permit-issuing authority with respect to private water well construction and reconstruction (hereafter, jointly, "construction"), as provided in Iowa Code subsections 455B.172(3) and (9), section 455B.187 and administrative rules in Chapters 38 and 49 (IAC) applicable to county delegation. The agreement specifies the extent and manner of cooperation between the two agencies in conducting programs for the evaluation and issuance of private water well construction and reconstruction permits. This agreement places emphasis on assuring the County well program meets or exceeds the minimum standards required by the Department.
- III. **Entire Agreement:** This Agreement, its amendments, and its attachments shall constitute the entire agreement between the Department and the County with respect to delegation of the Department's authority to issue and ensure compliance with private water well construction permits. To the extent that the terms of this Agreement conflict with an act of the Iowa Legislature or with 567 IAC Chapters 38 and 49, (hereafter jointly referred to as Chapter 38 and Chapter 49 (IAC)), that act or those Chapters shall control.
- IV. A. **Concurrent Jurisdiction:** The Department retains concurrent jurisdiction with the County over the permitting for the construction and reconstruction of private water wells as provided in Iowa Code section 455B.187. Nothing in this Agreement or its attachments shall be construed as limiting the power of the Department to issue or deny private water well construction permits or to take any other action, including taking enforcement action in any manner and against any person, consistent with the provisions of Chapter 38 (IAC) and Chapter 49 (IAC), or any other rules established or to be established under Division III of Chapter 455B, which the Department and/or the Environmental Protection Commission deem necessary for the continued proper implementation of Iowa Code section 455B.187 or related sections of the Iowa Code.  
B. **No Defense Created:** Nothing in this Agreement shall be construed as creating a defense for any person except the County in any action by or against the Department, and no person except the County may use the terms of this Agreement as a defense against the Department in any action by or against the Department.
- V. **Review for Compliance:** This section of this Agreement shall apply in the event that any of the following items are either rescinded, declared invalid or improper by a court of law, a final administrative action, or an act of the Iowa Legislature, or are rendered moot and/or void for any reason: all or part of this Agreement; and/or all or part of the applicable County ordinances, regulations, and/or resolutions





referred to in this agreement; and/or all or part of said Chapters 38 and 49 (IAC). In such an event, the remaining rules, ordinances, and/or resolutions shall remain in full force and effect. Upon notice of such an event, the Department shall promptly review the remaining rules, ordinances, and/or resolutions to determine this Agreement's continuing compliance with Iowa Code subsections 455B.172(3) and (9) and section 455B.187 and any rule enacted under the authority of those sections.

VI. Certification of Authority: The County certifies it has lawfully adopted private well construction and reconstruction permitting ordinances or enforceable regulations in accordance with Iowa Code section 455B.172(3) that satisfy one of the following standards:

- The ordinances or regulations adopt by reference Chapters 38 and 49 (IAC); or
- The ordinances or regulations adopt Chapters 38 and Chapter 49 (IAC) in their entirety; or
- The ordinances or regulations are consistent with and no less stringent than Chapters 38 and 49 (IAC); or
- The ordinances and regulations grant express authority to the Permitting Agency to implement Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9).

The County further certifies these ordinances and regulations grant the county authority to enforce violations of the above ordinances and regulations, or the authority to enforce violations of Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9). The Department may periodically review the county ordinances and regulations to determine that they are consistent with and no less stringent than Chapters 38 and 49 (IAC), and that the County has adequate authority to enforce their local ordinances or regulations, or has the authority to enforce Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9).

VII. Duties:

A. Duties of the County

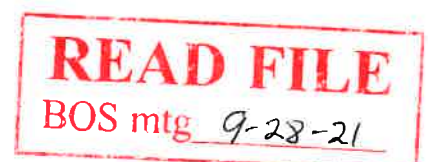
1. Personnel: The County represents that it either has, or will acquire no later than the date of signing this agreement, all personnel required for the performance of the work specified under this Agreement.
2. Continued Employment: The County shall continue to employ sufficient personnel to perform the services of this Agreement for the duration of the Agreement.
3. Documentation: Prior to or immediately upon the signing of this Agreement, the County shall submit the following information to the Department:
  - i. The name(s), title(s), and all relevant work contact information of the employee(s) and/or the division(s) designated within the Permitting Agency that will be responsible for implementing the provisions of this agreement and the delegation authorities specified in Section VI above.
  - ii. A copy of the County regulations and/or County ordinance(s) and/or adopting resolutions authorizing the County to implement and enforce the water well construction permit rules of Chapters 38 and 49 (IAC) pursuant to the County's certification under Section V of this Agreement.
4. Compliance with Administrative Rules: The County shall comply with all applicable administrative rules in Chapter 38 and 49 (IAC).
5. Permit Application Review and Permit Issuance:
  - i. The Permitting Agency shall review all private water well construction permit applications for requests to construct private water wells (which shall include all applications to modify, repair, or upgrade existing private wells) on property or portions of property located within the County in accordance with the provisions of County ordinances, regulations, and the provisions of Chapters 38 and 49 (IAC), except as provided in subrule 567 IAC 38.15(4) and rule 567 IAC 38.16.



- ii. In its review, the Permitting Agency shall determine:
  - 1) If the proposed well location falls within an area that is regulated by federal, state, or local institutional controls.
  - 2) If the proposed well will withdraw less than 500 gallons per minute and the proposed location is known to be within 1000 feet of a previous or current known contaminated site or leaking underground storage tank (LUST) site as shown on the Department's Facility Explorer tool.
  - 3) If the proposed well will withdraw 500 gallons or more per minute and the proposed location is known to be within 2,500 feet of a previous or current known contaminated site or LUST site as shown on the Department's Facility Explorer tool.
  - 4) If the water well construction permit is submitted for a project requesting 10 or more boreholes.
  - 5) If the proposed well location falls within an area where the well is also regulated by a local governing body through the use of municipal ordinances or local covenants.

When proposed water well construction application meets any of the criteria stated in section VII.A.5.ii.1, VII.A.5.ii.2, VII.A.5.ii.3, VII.A.5.ii.4, or VII.A.5.ii.5 of this Agreement, the Permitting Agency shall consult with the Department before the issuance of a well construction permit.

- iii. If after the review of an application, the Permitting Agency determines that the proposed construction of a private water well complies with all applicable laws, rules, and county ordinances, and is pursuant to the authority granted to the County by this Agreement, the Permitting Agency shall issue a private well construction permit in a timely manner to the applicant.
  - iv. If the review by the Permitting Agency determines that an application should be denied, the Permitting Agency shall provide a written explanation to the applicant stating the reasons for the denial and shall include notice of the right to appeal the denial.
6. Compliance, Inspections and Monitoring: The County has the primary responsibility for enforcing its laws and regulations relating to the private water well construction permit program as long as this delegation agreement is in force.
  7. Monitoring for Compliance: It is expected that the County and/or Permitting Agency will monitor compliance with issued well construction permits by initiating full or partial on-site inspection and monitoring of permitted wells. The Department shall be allowed access to any reports of such or similar inspections or monitoring activities.
  8. Enforcement Action by the Permitting Agency: Should the Permitting Agency take enforcement action against permits issued by the Permitting Agency for applicable violations of Chapters 38 and 49 (IAC), as well as County rules, ordinances, and/or regulations, such enforcement action shall be handled in accordance with the noncompliance provisions of the County ordinances and regulations or any other applicable County ordinance, resolution, rules and/or regulations.
  9. Intergovernmental Cooperation: The County shall submit such information as the Department may require to show compliance with the private water well construction rules and the adequate implementation of the permitting authority delegated to the County.
  10. Reporting: Pursuant to 567 IAC 38.15(3), the Permitting Agency shall enter all new permit information on the internet access program called Private Well Tracking System (PWTS) before the well is constructed. The Permitting Agency shall ensure that well construction log information has also been entered in the PWTS within 90 days after well construction.



11. State Permit Fees: Pursuant to subrule 567 IAC 38.5(1), the County shall submit to the Department a fee of \$25 for each well permit issued. These fees shall be submitted within 90 days of well permit issuance. Fees must be submitted along with DNR form 542-8073.

B. Duties Of The Department

1. Administrator: The Department shall be the administrator of this Agreement for purposes of Iowa Code section 28E.6(1) to ensure its terms are properly carried out.
2. Review of County Program: The Department shall periodically review the rules, policies and procedures of the County and/or Permitting Agency to ensure consistency with Chapters 38 and 49 (IAC). The Department shall advise the County and Permitting Agency of its findings in writing. Such reviews shall not be more frequent than once a year unless the Department provides prior written notice. The Department shall conduct at least one review within the 12 months prior to the expiration date of this agreement.
3. Technical Assistance: The Department shall provide technical assistance and well program information to the County programs.
4. Areas of Contamination: The Department shall make available the technical resources to help the Permitting Agency determine the boundaries of known sources of contamination so that the Permitting Agency can determine if additional Department consultation and authorization is required by the applicant relating to the potential for groundwater contamination.
5. Water Allocation Permits: If the use of a proposed well intends to withdraw greater than 25,000 gallons per day, the Department shall, through its normal water allocation procedures under 567 IAC Chapters 50-54, provide the applicant a review of the proposed withdrawal prior to the use of the proposed well.
6. Compliance: The Department states its intention to limit its involvement in compliance activities or enforcement actions related to the Permitting Agency or private well construction permits issued by the Permitting Agency to:
  - i. Audits of the County and/or Permitting Agency's compliance with this Agreement; and
  - ii. Review and comment on any proposed changes in the County and/or Permitting Agency's rules, ordinances, policies, and/or procedures related to this Agreement; and
  - iii. Compliance activities or enforcement actions against any person where:
    - 1) The County specifically requests the Department's involvement and the Department agrees to accept responsibility; or
    - 2) The Department determines that the County program's enforcement response is inappropriate or untimely, after providing notice to the County and Permitting Agency in writing and allowing the County and/or Permitting Authority a reasonable opportunity to act prior to initiating any Department compliance activities or enforcement actions; or
    - 3) The Department is enforcing the provisions of 567 IAC 38.15(4), 38.16 and 38.17.
7. Intergovernmental Cooperation: In addition to the assistance and cooperation noted regarding specific issues above, the Department will keep the County informed of state and federal developments which may affect the private water well construction program in the County.

VIII. Amendments: This Agreement may be amended at a later date by mutual agreement of the parties. Additionally, this Agreement expressly includes "Attachment A: Memoranda of Understanding," which shall include all memorandums of understanding between the County and the Department that are entered into before or after the signing of this Agreement that provide for specific procedures to be used by those parties in the implementation of this Agreement.





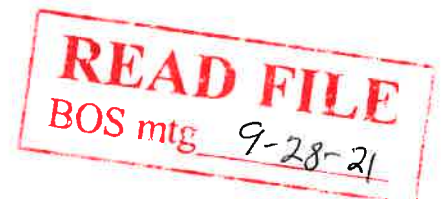
- IX. Period of Agreement: This Agreement is valid for an initial period of up to five years, beginning upon approval and signature of the County and the Department, and shall end five years after the signed date. This Agreement may be renewed by amendment for up to an additional to five years. Such an amendment may expressly include a duplication of this section of the Agreement to allow for future extensions. This Agreement may remain in effect up to a period of one month after the expiration date through a memorandum of understanding between the County and the Department if renewal negotiations are in progress and additional time is required.
- X. Legal or Administrative Entity Created: No new legal or administrative entity is created by this agreement.
- XI. Manner of Financing: The functions to be performed by the County, under the provisions of this agreement, are to be financed by the County at no obligation to the Department. The County may use permitting fees charged to all eligible applicants pursuant to 567 IAC 38.5. However, the County is not necessarily limited to the funding source referenced above.
- XII. Acquiring, Holding, or Disposing of Real Property: The functions of this Agreement do not require the acquisition, holding, or disposal of real property. In the event that an amendment to this Agreement or a memorandum of understanding included in Attachment A requires the acquisition, holding, or disposal of real property, this Agreement shall be amended to detail a manner of acquiring, holding, or disposing of real property.
- XIII. Termination: The Department or the County may terminate this agreement by providing to the other party a written notice of intent to terminate this agreement at least 60 days prior to the intended date of termination. The notice shall specify the reasons for termination, and shall be delivered by sending the notice to the person listed below via U.S. Certified Mail.

Chairperson  
Washington \_\_\_\_\_ County Board of Supervisors  
222 West Main Street  
Washington, Iowa 52353

Director  
 Department of Natural Resources  
 502 E 9<sup>th</sup> St  
 Des Moines IA 50319-0034

Upon termination, the County shall transfer to the Department all private water well construction permit program records in its possession, including file copies of permits, permittee files, unused application forms, all pending applications and pending fees, and all other documents generated as a result of this program. No later than 30 days following the stated termination date, the County shall deliver the above materials to the Department at the following address: Iowa DNR - Water Supply Section, 502 E 9<sup>th</sup> St, Des Moines IA 50319-0034.

- XIV. Filing and Recording: The Department shall file a copy of this agreement electronically with the Iowa Secretary of State in accordance with Iowa Code section 28E.8.



ATTACHMENT A: Memoranda of Understanding

None.

**READ FILE**  
BOS mtg 9-28-21

IN WITNESS THEREOF, the Department and the County have executed two copies of this agreement that include, each of which shall be considered an original.

IOWA DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_ Date: \_\_\_\_\_  
Iowa Department of Natural Resources

Washington \_\_\_\_\_ COUNTY, IOWA

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Richard Young \_\_\_\_\_ Chairperson

(Type or print name)  
County Board of Supervisors

County Authorized Permitting Agency  
Washington County Environmental Health Dept.  
\_\_\_\_\_  
(Entity Name)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Jason Taylor \_\_\_\_\_ Environmental Health Director

(Type or print name) (Title)

**READ FILE**  
BOS mtg 9-28-21