

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

WYNJA FEEDLOT, INC.,

Defendant.

Civil Action No.

CONSENT DECREE

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Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint in this action concurrently with this Consent Decree, alleging that Defendant, Wynja Feedlot, Inc., violated Section 301 of the Federal Water Pollution Control Act, as amended (commonly referred to as the “Clean Water Act” and hereinafter referred to as the “CWA”), 33 U.S.C. § 1311.

The Complaint alleges that Defendant discharged pollutants from a point source, specifically a concentrated animal feeding operation (“CAFO”) in Sioux County, Iowa, into a tributary of the West Branch of the Floyd River without a National Pollutant Discharge Elimination System (“NPDES”) permit.

Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

On January 15, 2025, Defendant submitted an NPDES permit application to the Iowa Department of Natural Resources (“IDNR”) to cover all discharges of manure, litter, and process wastewater from the Facility, and a construction permit application for new runoff control structures at the Facility.

On May 9, 2025, IDNR issued a construction permit for the new runoff control structures at the Facility.

Defendant has asserted that it has a limited ability to pay a civil penalty and has submitted financial information to the United States in support of that assertion. The United States has reviewed this financial information and has determined that Defendant has a limited financial ability to pay a civil penalty.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between

the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and over the Parties. Venue lies in this District under Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree, over any such action, and over Defendant, and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted under Sections 301 and 309 of the CWA, 33 U.S.C. §§ 1311 and 1319.

3. The United States provided notice of the commencement of this action to the State of Iowa under Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

II. APPLICABILITY

4. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

5. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, and DOJ, in accordance with Section XIII (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

6. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

7. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA have the meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

“Complaint” means the complaint filed by the United States in this action;

“Consent Decree” or “Decree” means this Decree and all appendices attached hereto (listed in Section XXIV);

“Day” means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day;

“Defendant” means Wynja Feedlot, Inc.;

“DOJ” means the United States Department of Justice and any of its successor departments or agencies;

“EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies;

“Effective Date” means the definition provided in Section XIV;

“Facility” means Defendant’s cattle-feeding operation located at 3555 Indian Avenue, Orange City, IA, 51041;

“Financial Information” shall mean the documentation and other information submitted by Defendant to the United States on January 9, 2025, and February 16, 2025;

“IDNR” means the Iowa Department of Natural Resources;

“Paragraph” means a portion of this Decree identified by an Arabic numeral;

“Parties” means the United States and Defendant;

“Section” means a portion of this Decree identified by a Roman numeral;

“State” means the State of Iowa; and

“United States” means the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

9. Within 30 Days after the Effective Date, Defendant shall pay the sum of \$20,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

10. Defendant shall pay the civil penalty due, together with interest, by FedWire Electronic Funds Transfer (“EFT”) to the DOJ account, in accordance with instructions provided to Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Northern District of Iowa after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree.

The FLU will provide the payment instructions to:

Jerod Hansen
American State Bank
525 North Main Avenue
Sioux Center, Iowa 51250
Phone number: 712-722-4846
Email: JerodH@myasb.com

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XIII (Notices).

11. At the time of payment, Defendant shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to DOJ via email or regular mail in accordance with Section XIII; and (iii) to EPA in accordance with Section XIII. Such notice shall state that the payment is for the civil penalty owed pursuant to

the Consent Decree in *United States v. Wynja Feedlot, Inc.*, and shall reference the civil action number, CDCS Number and DOJ case number 90-5-2-1-12816.

12. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

13. Defendant shall initiate construction activities for the runoff control structures at the Facility depicted in Appendix A, including a settled open feedlot effluent basin (“SOFEB”) and a perimeter tile line designed to lower the local water table and enable construction of the SOFEB, by July 9, 2025.

14. Within 30 Days of completion of construction of the runoff control structures, Defendant shall submit a Notice of Construction Completion certified by a professional engineer to EPA. The notification shall be in writing and shall include as-built drawings of the constructed runoff control structures.

15. Defendant shall notify EPA by the method specified in Paragraph 71 of any communications from IDNR regarding their NPDES permit application and/or construction permit within seven Days of receiving such communications.

16. By May 16, 2025, Defendant shall submit to EPA a plan for sampling discharge from the perimeter tile line outfall for ammonia, nitrate-nitrite, chlorides, and bacteria (the “Sampling Plan”). The Sampling Plan shall include: (1) collection from the perimeter tile line outfall (the “Tile Samples”), and (2) collection of background groundwater samples from the representative locations identified in Appendix B (the “Background Samples”). Both the Tile Samples and the Background Samples shall be analyzed by a certified laboratory pursuant to EPA-approved laboratory methods and shall be taken on a quarterly basis (January-March,

April-June, July-September, and October-December) for the eighteen months following completion of the runoff control structures. Samples must be collected on or before the seventh day of the month following the end of the quarter (April 7, July 7, October 7, and January 7). If there is no water in the perimeter tile line outfall during the entirety of the seven-day period, Defendant shall so inform EPA. Defendant shall submit to EPA the full analytical report received from the laboratory that includes all Quality Assurance/Quality Control analysis within seven Days of Defendant's receipt of the report.

a. Approval of Deliverables. After review of the Sampling Plan, EPA will in writing: (i) approve the Sampling Plan; (ii) approve the Sampling Plan upon specified conditions; (iii) approve part of the Sampling Plan and disapprove the remainder; or (iv) disapprove the Sampling Plan.

b. If the Sampling Plan is approved under Paragraph 16.a)(i), Defendant shall take all actions required by the Sampling Plan in accordance with the schedules and requirements therein, as approved. If the Sampling Plan is conditionally approved or approved only in part under Paragraph 16.a)(ii) or (iii), Defendant shall, upon written direction from EPA, take all actions required by the Sampling Plan that EPA determines are technically severable from any disapproved portions.

c. If the Sampling Plan is disapproved in whole or in part under Paragraph 16.a)(iii) or (iv), Defendant shall, within 30 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the Sampling Plan, or disapproved portion thereof, for approval, in accordance with this Paragraph. If the resubmission is approved in whole or in part, Defendant shall proceed in accordance with this Paragraph.

d. If a resubmitted Sampling Plan, or portion thereof, is disapproved in whole or in part, EPA may again require Defendant to correct any deficiencies, in accordance with this Paragraph, or may itself correct any deficiencies.

e. If Defendant elects to invoke Dispute Resolution as set forth in Section IX (Dispute Resolution) concerning a decision by EPA to disapprove, approve on specified conditions, or modify the Sampling Plan, Defendant shall do so by sending a Notice of Dispute in accordance with Paragraph 49 within 14 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

f. Any stipulated penalties applicable to the original submission, as provided in Section VII, accrue during the 30 Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendant's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

17. Upon receipt of any laboratory testing result showing ammonia, chlorides, bacteria, or nitrate-nitrite concentrations in the perimeter tile line outfall that are greater than those in the representative Background Samples, Defendant shall immediately cease discharges from the perimeter tile line outfall to the tributary of the West Branch of the Floyd River that flows along the edge of the Facility. Within 10 Days of receipt of such a result, Defendant shall provide EPA a narrative description, with supporting photographs and, if appropriate, engineering drawings, of measures taken to prevent additional discharges from the perimeter tile line outfall to the tributary (the "Corrective Action").

a. If EPA finds the Corrective Action to be sufficient, EPA shall notify Defendant in writing pursuant to Paragraph 71. Defendant shall continue to take measures necessary to prevent discharges from the perimeter tile line outfall to waters of the United States until three consecutive monthly samples are not greater than those in the representative Background Samples.

b. If the Corrective Action is conditionally approved or approved only in part, Defendant shall, upon written direction from EPA, take all actions that EPA determines are technically severable from any disapproved portions of the Corrective Action.

c. If EPA disapproves the Corrective Action in whole or in part, EPA may require Defendant to correct any deficiencies or may itself correct any deficiencies.

d. If Defendant elects to invoke Dispute Resolution as set forth in Section IX (Dispute Resolution) concerning a decision by EPA to disapprove, approve on specified conditions, or modify the Corrective Action, Defendant shall do so by sending a Notice of Dispute in accordance with Paragraph 49 within 14 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

18. Defendant shall notify EPA and IDNR of any discharge of manure or process wastewater from the Facility, including any discharges that occur during construction of additional runoff controls. Discharges must be reported to both agencies within six hours after the discharge occurred or was discovered. Within five Days of the discharge, Defendant must provide a written submission to EPA and IDNR that includes: a description of the discharge and its cause; the period of discharge including exact dates and times; whether the cause of the

discharge has been corrected; and the steps taken or planned to eliminate and prevent a reoccurrence of the discharge.

19. Upon the issuance of any NPDES Permit covering all discharges from the Facility, Defendant shall comply with all terms contained therein, including terms related to the construction and operation of runoff controls.

20. Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section VIII (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VI. REPORTING REQUIREMENTS

21. Defendant shall submit the following reports to EPA at the addresses set forth in Section XIII (Notices):

a. Beginning 30 Days after the Effective Date and continuing monthly on the first Day of each month until Defendant submits a Notice of Construction Completion to EPA, Defendant shall submit written monthly progress reports to EPA. The monthly reports shall describe, in detail, the construction and related activities that occurred at the Facility during the reporting period, construction and related activities anticipated during the upcoming reporting period, any problems encountered or anticipated, and how these problems were/will be addressed.

b. By July 31st and January 31st of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XVII, Defendant shall submit via email a semi-annual report for the preceding six months that includes a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify DOJ and EPA of such violation and its likely duration, in writing, within 10 business days of the Day Defendant first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section VIII (Force Majeure).

22. Whenever any violation of this Consent Decree or of any applicable permits or any other event affecting Defendant's performance under this Decree may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA by telephone at 913-551-7582 or by email to pollard.stephen@epa.gov as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

23. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

24. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

25. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

26. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VII. STIPULATED PENALTIES

27. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

28. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

29. Compliance Milestones. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements identified in Section V (Compliance Requirements):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$250.....	1st through 14th Day
\$500.....	15th through 30th Day
\$750.....	31st Day and beyond

30. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VI:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$250.....	1st through 14th Day
\$500.....	15th through 30th Day
\$750.....	31st Day and beyond

31. Failure to Prevent an Unauthorized Discharge. In the event of a discharge of manure or process wastewater from the Facility in violation of the CWA and/or Defendant's NPDES permit, Defendant shall pay a stipulated penalty of \$5,000 per day per occurrence.

32. Transfer of Ownership. If Defendant fails to: (a) provide a copy of this Consent Decree to any proposed transferee; (b) provide written notice to the United States at least 30 Days prior to any transfer of any portion of the Facility; or (c) provide a copy of the proposed written agreement with the transferee as required by Paragraph 5, Defendant shall pay a stipulated penalty of \$2,000 per occurrence.

33. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

34. Defendant shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

35. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

36. Stipulated penalties shall continue to accrue as provided in Paragraph 33, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

37. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all

violations of Section V (Compliance Requirements) that have occurred prior to the Effective Date, provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

38. Defendant shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 10 and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

39. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

40. The payment of penalties and interest, if any, shall not alter in any way Defendant's obligation to complete the performance of the requirements of this Consent Decree.

41. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for Defendant's violation of this Decree or applicable law, including but not limited to an action against Defendant for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

VIII. FORCE MAJEURE

42. “Force majeure,” for purposes of this Consent Decree, means any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant’s contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant’s best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Defendant exercises “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure, such that any delay or non-performance is, and any adverse effects of the delay or non-performance are, minimized to the greatest extent possible. “Force majeure” does not include financial inability to perform any obligation under this Consent Decree.

43. If any event occurs for which Defendant will or may claim a force majeure, Defendant shall provide notice by telephone to Stephen Pollard at 913-551-7582 or by email to pollard.stephen@epa.gov. The deadline for the initial notice is three Days after Defendant first knew or should have known that the event would likely delay or prevent performance. Defendant shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Defendant knew or should have known.

44. If Defendant seeks to assert a claim of force majeure concerning the event, within seven Days after the notice under Paragraph 43, Defendant shall submit a further notice to EPA that includes (a) an explanation and description of the event and its effect on Defendant’s completion of the requirements of the Consent Decree; (b) a description and schedule of all actions taken or to be taken to prevent or minimize the delay and/or other adverse effects of the

event; (c) if applicable, the proposed extension of time for Defendant to complete the requirements of the Consent Decree; (d) Defendant's rationale for attributing such delay to a force majeure; (e) a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health or welfare or the environment; and (f) all available proof supporting the claim that the delay was attributable to a force majeure.

45. Failure to submit a timely or complete notice or claim under Paragraph 43 or 44 regarding an event precludes Defendant from asserting any claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether Defendant has exercised its best efforts, under Paragraph 42.

46. After receipt of any claim of force majeure, EPA will notify Defendant of its determination whether Defendant is entitled to relief under Paragraph 42, and, if so, the excuse of, or the extension of time for, performance of the obligations affected by the force majeure. An excuse of, or extension of the time for, performance of the obligations affected by the force majeure does not, of itself, excuse or extend the time for performance of any other obligation.

47. If Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendant has the burden of proving that it is entitled to relief under Paragraph 42, that its proposed excuse or extension was or will be warranted under the circumstances, and that it complied with the requirements of Paragraphs 42-44. If Defendant carries this burden, the delay or non-performance at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

IX. DISPUTE RESOLUTION

48. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section concerning an issue of which it had notice and an opportunity to dispute under this Section prior to an action by the United States to enforce any obligation of Defendant arising under this Decree precludes Defendant from raising any such issue as a defense to any such enforcement action.

49. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends DOJ and EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 10 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

50. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ and EPA a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

51. The United States will send Defendant its Statement of Position within 60 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

52. Judicial Dispute Resolution. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion (a) must be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 49, unless the United States raises a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

53. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

54. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 50 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the

adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 50, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

55. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 36. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

56. Defendant hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has submitted to the United States Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to United States and the time Defendant executes this Consent Decree.

57. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Facility, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

58. Upon request, Defendant shall provide EPA or its authorized representatives splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant or its authorized representative(s) splits of any samples taken by EPA.

59. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

60. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Defendant shall deliver any such documents, records, or other information to EPA. Defendant may assert that certain documents, records, or other information are privileged under the attorney-client privilege, or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Defendant. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

61. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

62. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

63. This Consent Decree resolves only the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging.

64. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 63. The United States further reserves all legal and equitable remedies to address any conditions if there is or may be an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

65. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief in addition to that provided in this Consent Decree, if the Financial Information provided by Defendant, or the certification made by Defendant in Paragraph 56 is false or, in any material respect, inaccurate.

66. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Facility, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (res judicata), issue preclusion (collateral estoppel), claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 63.

67. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, 33 U.S.C. § 1251 *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or other delays caused by inadequate facility planning or plans and specifications on the part of Defendant shall not be cause for extension of any required compliance date in this Consent Decree.

68. This Consent Decree does not limit or affect the rights of Defendant or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

69. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XII. COSTS

70. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XIII. NOTICES

71. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email, with a preference for email, addressed as follows:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-2-1-12816

As to DOJ by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-2-1-12816

As to EPA by email (preferred): pollard.stephen@epa.gov
Re: Wynja Feedlot, Inc.

As to EPA by mail: Stephen Pollard
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency, Region 7
11201 Renner Blvd.
Lenexa, Kansas 66219

Natasha Goss
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
11201 Renner Blvd.
Lenexa, Kansas 66219

As to Defendant: Wynja Feedlot, Inc.
Kevin Wynja
3555 Indian Ave.
Orange City, IA 51041
kscwynja@mtcnet.net

Eldon McAfee
Brick Gentry P.C.
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266-7703
eldon.mcafee@brickgentrylaw.com

72. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

73. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIV. EFFECTIVE DATE

74. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Defendant hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. If the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XV. RETENTION OF JURISDICTION

75. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX and XVI, or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

76. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

77. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 54, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

78. After Defendant has completed the requirements of Section V (Compliance Requirements), has thereafter maintained continuous satisfactory compliance with this Consent Decree and any NPDES permit covering the Facility for a period of two years, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

79. Following receipt by the United States of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

80. If the United States does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section IX. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of its Request for Termination.

XVIII. PUBLIC PARTICIPATION

81. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

82. Each undersigned representative of Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice identified on the DOJ signature page below, certifies that that person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party that person represents to this document.

83. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendant need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XX. INTEGRATION

84. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Decree herein.

XXI. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

85. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Section II (Applicability) Paragraph 6; Section V (Compliance Requirements) Paragraphs 13-15, 16.b, 17.a-b, and 18-20; Section VI (Reporting Requirements) Paragraphs 21 and 23; and Section X (Information Collection and Retention) Paragraphs 57-60, is restitution, remediation, or required to come into compliance with law.

XXII. HEADINGS

86. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

XXIII. FINAL JUDGMENT

87. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant.

XXIV. APPENDICES

88. The following Appendices are attached to and part of this Consent Decree:

“Appendix A” is a copy of engineering plans depicting the new runoff control structures that Defendant will install at the Facility under Paragraph 13, and

“Appendix B” is a map depicting the locations of background groundwater samples to be collected during construction of the new runoff control structures, as described in Paragraph 16.

Dated and entered this __ day of _____, 2025

UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

11/13/25
Date

ADAM R.F. GUSTAFSON
Principal Deputy Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

s/ Katherine L. Matthews
KATHERINE L. MATTHEWS
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

LEIF OLSON
United States Attorney
Northern District of Iowa

s/ Brandon Gray
BRANDON GRAY
Assistant United States Attorney
Northern District of Iowa

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

JOSEPH
THEIS

Digitally signed by
JOSEPH THEIS
Date: 2025.08.25
14:19:44 -04'00'

JOSEPH THEIS

Acting Director

Water Enforcement Division

Office of Civil Enforcement

Office of Enforcement and Compliance Assurance

U.S. Environmental Protection Agency

ERANDI RATNAYAKE

KRISTIN TERRY

Attorney-Advisers

Water Enforcement Division

Office of Civil Enforcement

Office of Enforcement and Compliance Assurance

U.S. Environmental Protection Agency

1200 Pennsylvania Ave., N.W.

Washington, D.C. 20460

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

**JAMES
MACY**

Digitally signed by JAMES
MACY
Date: 2025.07.07
16:13:57 -05'00'

JAMES MACY
Regional Administrator
U.S. Environmental Protection Agency, Region 7

**LESLIE
HUMPHREY**

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LESLIE HUMPHREY
Date: 2025.06.30
16:04:47 -05'00'

LESLIE HUMPHREY
Regional Counsel
U.S. Environmental Protection Agency, Region 7

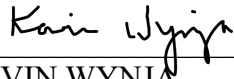
**NATASHA
GOSS**

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NATASHA GOSS
Date: 2025.06.30
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NATASHA GOSS
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 7
Office of Regional Counsel
11201 Renner Boulevard,
Lenexa, Kansas 66219

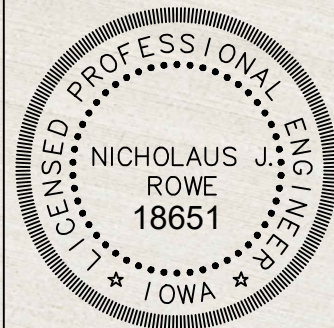
FOR DEFENDANT WYNJA FEEDLOT, INC.:

6/6/2025
Date



KEVIN WYNJA
President
Wynja Feedlot, Inc.

Appendix A



TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGMENT, AND BELIEF, THIS DESIGN, CONSTRUCTION DRAWINGS, AND SPECIFICATIONS MEET APPLICABLE NRCS STANDARDS AND SPECIFICATIONS. NRCS TSP-09-6171

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Nicholaus J. Rowe
Nicholaus J. Rowe, P.E.
License number 18651

Date *5/5/25*

My license renewal date is December 31, 2025
Pages or sheets covered by this seal:

Sheet 1 of 3

PROPOSED DESIGN OF THE FEEDLOT RUNOFF CONTROLS COMPLIES WITH THE CONSTRUCTION DESIGN STANDARDS OF I.A.C. 567 CHAPTER 65.

EXISTING 850 HEAD DEEP PIT OPEN FEEDLOT BARN (365'x72') w/ 12' WIDE CONCRETE OPEN LOT ON SOUTH SIDE & (365'x48'x14' DEEP) CONCRETE PIT BELOW THE SLATTED BARN FLOOR

APPROXIMATE LOCATION OF EXISTING FIELD DRAINAGE TILE

EXISTING FIELD DRAINAGE TILE OUTLET, EPA MONITORING LOCATION #3

ASSUMED EAST LINE OF SECTION 13, T-96-N, R-45-N OF SIOUX COUNTY, IOWA

APPROXIMATE EXISTING RURAL WATER PIPELINE

APPROXIMATE LOCATION OF EXISTING FIELD DRAINAGE TILE, TILE OUTLET ELIMINATED & TILE REROUTED TO ROAD DITCH NORTH OF DRIVEWAY

PROPOSED 125'x20' HEAVY USE AREA CONCRETE WHERE ALL RUNOFF DRAINS OFF LOTS TO SETTLING BASIN

PROPOSED 395'x20' HEAVY USE AREA CONCRETE WHERE ALL RUNOFF DRAINS THROUGH LOTS TO SETTLING BASIN

PROPOSED DRY MANURE STACKING CONCRETE PAD (245'x50')

PROPOSED 30'x30' HEAVY USE AREA CONCRETE WHERE ALL RUNOFF DRAINS INTO LOTS

PROPOSED CONTAINED DRAINAGE AREA = 14.13 ACRES, 25-YR, 24-HR RUNOFF VOLUME = 2,157,469 GALLONS

PROPOSED SOLID SETTLING BASIN, TOP OF DIKE ELEVATION 1378, BOTTOM ELEVATION 1375, VOLUME @ ELEV. 1377 = 751,294 GAL.

SETTLING BASIN BOUNDARY

PROPOSED DIRT QUANTITY 1/9/25
CUT = 16,281 CUBIC YARDS
FILL = 6,301 CUBIC YARDS (INCLUDES 35% SHRINK, DOES NOT INCLUDE LINER)

EXISTING FIELD DRAINAGE TILE OUTLET, EPA MONITORING LOCATION #2

APPROXIMATE LOCATION OF EXISTING FIELD DRAINAGE TILE

EXISTING SHALLOW WELL, IDNR WELL #2163936, SEPARATION DISTANCE VARIANCE WAIVER REQUESTED, EPA MW#1

PROPOSED HIGH POINT OF 2,280, L.F. OF 5"Ø PERIMETER DRAIN TILE, SLOPE TILE @ 0.1%, FL ELEV. 1368

PROPOSED EARTHEN SETTLED OPEN FEEDLOT EFFLUENT BASIN
12' WIDE TOP OF DIKE ELEVATION 1378
EMERGENCY SPILLWAY ELEVATION 1377.5
MAXIMUM LIQUID ELEVATION 1377
25YR-24HR MUST-PUMP ELEVATION 1374
BOTTOM ELEVATION 1369-1370
3:1 INSIDE, 3:1 OUTSIDE SIDESLOPES
VOLUME @ ELEV. 1374 = 2,920,543 GAL.
VOLUME @ ELEV. 1377 = 5,275,599 GAL.

PLACE CONCRETE RUBBLE OR RIP RAP IN ALL CORNERS OF BASIN FOR EROSION PROTECTION AT OWNERS DISCRETION.

PROPOSED HEAVY USE AREA CONCRETE ON INLET SPILLWAYS

PERIMETER TILE INSPECTION TRENCH, MINIMUM 6' DEEP, INSTALL 5" DRAIN TILE IN TRENCH A MINIMUM OF 2 FEET BELOW BASIN BOTTOM ELEVATION.

PROPOSED PERIMETER TILE OUTLET INTO EXISTING WATERWAY

EXISTING SHALLOW WELL, TO BE PLUGGED & FILLED ACCORDING TO IDNR REQUIREMENTS

TWO EXISTING SHALLOW WELLS LOCATED SOUTH OF THE WATERWAY. BOTH WELLS MEET THE 400' SETBACK. FURTHEST SOUTH WELL PROVIDES WATER TO TESLAA RESIDENCE AT 3560 INDIAN AVENUE. NORTH WELL IS NOT USED.

LEGEND

- BENCHMARK
- CONTROL POINT
- ELECTRIC CABLE
- ELECTRIC POLE
- FENCE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FUTURE MAJOR CONTOUR
- FUTURE MINOR CONTOUR
- LP TANK
- RIGHT-OF-WAY
- SPOT ELEVATION
- SOIL BORING
- WATER WELL

GRAPHIC SCALE

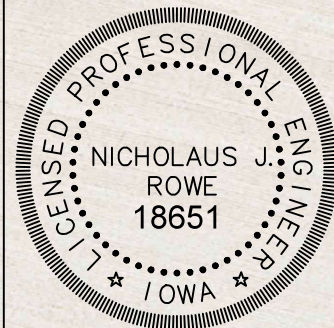


(IN FEET)

1 inch = 150 ft.

ProAg Engineering, Inc. 77402 U.S. Highway 71, P.O. Box 181 Jackson, MN 56143 (507) 849-7200		KEVIN WYNJA OPEN FEEDLOT RUNOFF CONTROLS SE 1/4, SECTION 13, T-96-N, R-45-W SIOUX COUNTY, IOWA		SHEET 1/3					
		Date		5/5/25		Checked By		Project No.	
				Drawn		D.D.A.		12-029	

Appendix B



TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGMENT, AND BELIEF, THIS DESIGN, CONSTRUCTION DRAWINGS, AND SPECIFICATIONS MEET APPLICABLE NRCS STANDARDS AND SPECIFICATIONS. NRCS TSP-09-6171

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Nicholas J. Rowe Date *5/15/25*
Nicholaus J. Rowe, P.E.
License number 18651

My license renewal date is December 31, 2025

Pages or sheets covered by this seal:

Sheets 1-3

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PROPOSED PERIMETER TILE OUTLET INTO EXISTING WATERWAY, EPA MONITORING LOCATION #4

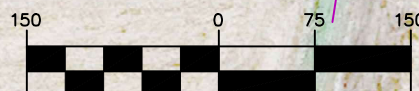
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- WATER WELL

GRAPHIC SCALE



(IN FEET)

1 inch = 150 ft.

SHEET 1/3	Project No.	5/15/25	Drawn	Kevin Wynia	SE 1/4, SECTION 13, T-96-N, R-45-W SIOUX COUNTY, IOWA	ProAg Engineering, Inc. 77402 U.S. Highway 71, P.O. Box 181 Jackson, MN 56143 (507) 849-7200
	Checked By	Date	Project No.	Project No.	Project No.	Project No.
	N.J.R.	5/15/25	12-029	12-029	12-029	12-029
	D.D.A.	5/15/25	12-029	12-029	12-029	12-029