

Story County  
Board of Supervisors Meeting  
Agenda  
8/11/20

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via Zoom.

**Members of the public can participate by using the information below:**

**Due to limited access at the Story County Administration Building, meetings of the Story County Board of Supervisors are held via Zoom Web/ Teleconference.**

**To join the zoom meeting by computer, tablet, smartphone:**

Visit <HTTPS://WWW.ZOOM.US/>

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

**To join the meeting by telephone:**

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit <WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS>

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
  - a) Staff
  - b)Supervisors
7. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. AGENCY REPORTS:
10. CONSIDERATION OF MINUTES:
  - I. 8/4/20 Minutes

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 8/17/20, in a) Secondary Roads for Dillion Sanders @ \$19.64/hr; effective 8/18/20 in a) Attorney's Office for Katelyn Gatzke @ \$12.00/hr;

Department Submitting HR

12. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Authorizing One Additional Deputy Sheriff Position To The Staff Of The Sheriff's Office

Department Submitting Sheriff

Documents:

[AUTHORIZATION ADDITIONAL DEPUTY.PDF](#)

II. Consideration Of Renewal Fees Between Story County And IP Pathways For VMware Support Effective 9/23/20 - 9/22/21 For \$11,584.00

Department Submitting Information Technology

Documents:

[IP PATHWAYS VMWARE .PDF](#)

III. Consideration Of FY 21 Provider And Program Participation Agreement With Mary Greeley Medical Center Effective 7/1/20-6/30/21

Mary Greeley Medical Center - Inpatient Detox Services (Does Not Include Physician Services) \$996.00/Day; Inpatient Detox Physician Services \$141.40/Day; Observation Up To 8 Hrs \$549.16/8 Hrs; Observation Up To 12 Hrs \$669.71/12 Hrs; Observation Up To 23 Hrs \$816.72/23 Hrs; Substance Abuse Civil Commitment Transportation \$50.50/Hr; Substance Abuse Civil Commitment Transportation - Matron \$25.98/Hr

Department Submitting Community Services

Documents:

[MGMC FY 21.PDF](#)

IV. Consideration Of MOU Between The City Of Ames, Story County And The Justice Assistance Grant Program For \$12,528.00

Department Submitting Sheriff

Documents:

[MOU JAG.PDF](#)

- V. Consideration Of License Fees Between Story County And CDWG For Annual Zoom Webinar License Effective 6/15/2020 - 5/26/2021 For \$1,220.95

Department Submitting Information Technology

Documents:

[ZOOM WEBINAR.PDF](#)

- VI. Consideration Of Amendment To An Agreement With Shive Hattery, Inc. For Additional Construction Phase Services For Paving A Portion Of The Praeri Rail Trail

Department Submitting Conservation

Documents:

[SHIVE AMENDMENT.PDF](#)

- VII. Consideration Of Change Order No. 01 Between Peterson Contractors Inc. And Story County Conservation For The Praeri Rail Trail Paving Project In Zearing In The Increased Amount Of \$3,840.00.

Department Submitting Conservation

Documents:

[PCI PRT CO1.PDF](#)

- VIII. Consideration Of Final Contract Between Iowa Department Of Public Health And Subcontracted With YSS For County Substance Abuse Prevention Services Effective 7/1/20-6/30/21 For \$10,000

Department Submitting Auditor

Documents:

[IDPH.PDF](#)

- IX. Consideration Of Resolution #21-10, Adopting The Story County Amended & Restated Flexible Benefit Plan Effective July 1, 2020, Summary Plan Description Effective July 1, 2020 And Appointing Alissa Wignall As Administrator Of The Plan

Department Submitting Board of Supervisors

Documents:

[REVISEDCOUNTY OF STORY IOWA FLEX PD.PDF](#)  
[COUNTY OF STORY IOWA SPD.PDF](#)  
[FLEXIBLE BENEFIT PLAN DOCUMENT RESOLUTION2020.PDF](#)

- X. Consideration Of Road Closure Resolution(S): #21-05, 21-06

Department Submitting Engineer

Documents:

[RC 21 05.PDF](#)  
[RC 21 06.PDF](#)

XI. Consideration Of Utility Permit(S): #21-5144, 21-5146, 21-5156

Department Submitting Engineer

Documents:

[UT 21 5146.PDF](#)  
[UT 21 5156.PDF](#)  
[UT 21 5144.PDF](#)

13. PUBLIC HEARING ITEMS:

I. Consideration Of Heart Of Iowa Nature Trail-Slater Connector Final Plans, Specifications And Form Of Contract And Authorization To Release Bids

[HTTPS://WWW.STORYCOUNTYIOWA.GOV/DOCUMENTCENTER/VIEW/11289/HOINT-SLATER-CONNECTOR-PLANS](https://www.storycountyiowa.gov/documentcenter/view/11289/HOINT-SLATER-CONNECTOR-PLANS)  
[HTTPS://WWW.STORYCOUNTYIOWA.GOV/DOCUMENTCENTER/VIEW/11290/HOINT-SLATER-CONNECTOR-PROJECT-MANUAL](https://www.storycountyiowa.gov/documentcenter/view/11290/HOINT-SLATER-CONNECTOR-PROJECT-MANUAL)

Department Submitting Conservation

Documents:

[HOINT SLATER CONNECTOR.PDF](#)

14. ADDITIONAL ITEMS:

I. Consideration Of Hickory Grove Park Road Resurfacing Bid Award To Manatts, Inc. For \$206,367.12 - Mike Cox

Department Submitting Conservation

Documents:

[HGP RESURFACING BID AWARD.PDF](#)

II. Discussion And Consideration Of Revised Temporary Employment Practices And Policies In Response To The Novel Coronavirus (COVID-19) Pandemic - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

[TEMPORARY EMPLOYMENT PRACTICES AND POLICY REVISED0806.PDF](#)

III. Discussion And Consideration Of Draft Letter To DOT From Board To Give Comments On Interchange Options On Highway 30 Near Nevada - Darren Moon

Department Submitting Engineer

Documents:

[DOT HWY 30 PRJ DRAFT LTR.PDF](#)

IV. Discussion And Consideration Of Special Event Application For Crushed Rock Classic Bike Time Trial – Jerry Moore

Department Submitting Planning and Development

Documents:

[STAFF MEMO.PDF](#)  
[APPLICATION DOCUMENTS.PDF](#)  
[P AND D COMMENT SHEET.PDF](#)

V. Discussion And Consideration Of Draft Letter To City Of Ames And City Of Gilbert Addressing Ames Urban Fringe Plan Areas Of Primary Importance To Story County – Jerry Moore

Department Submitting Planning and Development

Documents:

[LETTER.PDF](#)

VI. Discussion And Consideration Of AUFPP Amendment Application Submittal Request From Larson Leasing LC For Property Located At 23959 580th Avenue – Jerry Moore

Department Submitting Planning and Development

Documents:

[STAFF MEMO.PDF](#)  
[COUNCIL ACTION SUMMARY.PDF](#)

VII. Discussion And Consideration Of Special Event Application For Flix On The Farm – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

[STAFF MEMO.PDF](#)  
[APPLICATION.PDF](#)  
[NARRATIVE.PDF](#)  
[SITE PLAN.PDF](#)  
[RESPONSE TO P AND D QUESTIONS.PDF](#)

VIII. Discussion And Consideration Of Recommendation From Story County Board Of Health For The Story County Board Of Supervisors To Require Universal Face Coverings In

Public And/Or Consideration Of Resolution #21-11, A Resolution Requesting Authority From The Governor To Enact Localized Responses To The COVID-19 Pandemic - Lisa Heddens

Department Submitting Environmental Health on Behalf of Board of Health

Documents:

[SC BOARD OF HEALTH FACE COVERING RESOLUTION LETTER.PDF](#)  
[MASK MANDATE RESOLUTION DRAFT 2.PDF](#)  
[SUPERVISORS MEMO.PDF](#)  
[MANDATING FACE COVERINGS.PDF](#)  
[RESOLUTION 21 11.PDF](#)

15. DEPARTMENTAL REPORTS:

16. OTHER REPORTS:

17. UPCOMING AGENDA ITEMS:

18. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

19. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

20. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.



# Sheriff's Office

Story County  
**PAUL H. FITZGERALD, Sheriff**



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Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

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August 3, 2020

Story County Board of Supervisors  
Linda Murken, Chairperson  
Lisa Heddens  
Lauris Olson

Ref: Authorization One Additional Deputy Sheriff

Dear Story County Board of Supervisors,

During the January Budget Work Session, I had requested additional personnel. On March 24, 2020, the FY21 budget was approved by the Board of Supervisors which included one additional deputy sheriff.

During this difficult time with COVID19, I understand the revenue concerns for the upcoming fiscal year 20/21. With that being said, I am requesting authorization to add one additional position in fiscal year 20/21. Once the COVID19 pandemic has subsided and the Board of Supervisors has the opportunity to review the county's financial situation, and feels comfortable moving forward with the hire, I will then fill the position.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Paul H. Fitzgerald".

Paul H. Fitzgerald  
Story County Sheriff



IP Pathways  
 3600 109th St.  
 Urbandale, IA 50322  
 (515) 422-9300

Bill To:
Story County Attn: Barb Steinback 900 6th Street Nevada, IA 50201 United States

Date	Invoice
08/03/2020	22341
Account	
Story County	

Terms	Due Date	PO Number	Reference
Net 30 days	09/02/2020		Order #5643

Products	Quantity	Price	Amount
<u>Billable Products</u>			
VR8-OSTC-P-SSS-C: Production Support Coverage VMware vRealize Operations 8 Standard (Per CPU)	2.00	\$321.00	\$642.00
VR8-OSTC-P-SSS-C: Production Support Coverage VMware vRealize Operations 8 Standard (Per CPU)	6.00	\$321.00	\$1,926.00
VS7-ENT-P-SSS-C: Production Support Coverage VMware vSphere 7 Enterprise for 1 processor	2.00	\$741.00	\$1,482.00
VS7-ENT-P-SSS-C: Production Support Coverage VMware vSphere 7 Enterprise for 1 processor	6.00	\$741.00	\$4,446.00
VCS7-STD-P-SSS-C: Production Support Coverage VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)	1.00	\$1,544.00	\$1,544.00
VCS7-STD-P-SSS-C: Production Support Coverage VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)	1.00	\$1,544.00	\$1,544.00
<b>Total Products:</b>			<b>\$11,584.00</b>

Please remit payment to: IP Pathways 3600 109th St. Urbandale, IA 50322  Pay by ACH: VisionBank 925 SE Gateway Dr. Grimes, IA 50111  Routing: 073905187 Account: 41003713 Account Name: IP Pathways LLC	<b>Invoice Subtotal:</b>	\$11,584.00
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$11,584.00</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$11,584.00</b>

RECEIVED

AUG 03 2020

STORY COUNTY  
COMMUNITY SERVICES

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between Story County and Mary Greeley Medical Center (Provider)

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Services identified in this Agreement are funded by Story County and administered by the Community Services Department. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide Covered Services. Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1**

**Definitions**

**Assignment:** The act of transferring to another all or part of one's property interest or rights.

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Story County Individual:** A resident of the county who is eligible and authorized to receive funding as defined by the Story County Substance Abuse Services Funding Policy as approved by the Story County Board of Supervisors.

**Covered Services:** Services enumerated in the Story County Substance Abuse Services Funding Policy as approved by the Story County Board of Supervisors.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2**

**Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is authorized by the Community Services Director or designee to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the Story County Substance Abuse Services Funding Policy. Provider shall also provide Covered Services in a

manner which: (a) documents the services provided, **in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations,** and (b) protects the confidentiality of the Story County Individual's medical records.

**Section 2.2 Compliance with the Story County Substance Abuse Services Funding Policy.**

Provider and its staff shall be bound by and provide Covered Services in compliance with the Story County Substance Abuse Services Funding Policy. Failure to comply with the Story County Substance Abuse Services Funding Policy may result in sanctions such as, but not limited to, the loss of reimbursement and/or termination of the Agreement.

**Section 2.3 Authorization and Notification Requirements.** All Covered Services provided to Story County Individuals by Provider must be authorized by the Community Services Director or designee in accordance with the Story County Substance Abuse Services Funding Policy. The Story County Substance Abuse Services Funding Policy shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

**Section 2.4 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

**Section 2.5 Most Favored Rate. Story County shall receive the most favorable charge by the Provider. No Provider can charge another County more or less than the Provider County.**

**SECTION 3**

**Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims for reimbursement in accordance with the Story County's claims process.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider in accordance with the County's claims process.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

**SECTION 4**

**Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint

venture. Provider shall maintain social security, workers compensation and all other employee benefits covering Provider's employees as required by law.

## SECTION 5

### Hold Harmless, Indemnification and Liability Insurance

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense professional liability insurance and comprehensive general and/or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

## SECTION 6

### Laws and Regulations

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, **operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.**

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure Covered Services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or

applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations except as required by law or as ordered by a court of competent jurisdiction. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and substance abuse services records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first. The Agreement may auto renew for up to two additional one year terms, subject to termination with prior written notice 90 days before the renewal as identified in Section 7.2.

**Section 7.2 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

**Section 7.3 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.4 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) a bankruptcy petition filed by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.6 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.7 Continuation of Services After Termination.** Upon request by Story County, Provider shall continue to render Covered Services in accordance with this Agreement until Story

County has transferred Story County Individuals to another provider or until such Story County Individual is discharged.

## **SECTION 8** **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

## **SECTION 9** **Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Community Services  
126 S. Kellogg Ave., Suite 001  
Ames, Iowa 50010  
Attention: Karla Webb

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mary Greeley Medical Center  
1111 Duff Ave.  
Ames, IA 50010  
Attention: Cory Geffre, Vice President

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**Story County:**

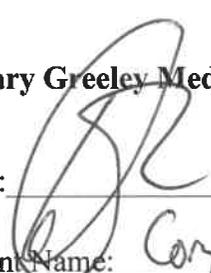
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Mary Greeley Medical Center:**

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

Print Name: Cory Geffre

Print Title: Vice President

Date: 7-27-2020

**Will need to be signed by the BOS**

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Inpatient Detox Services (Does not include physician services)	Daily	\$996.00
Inpatient Detox Physician Services	Daily	\$141.40
Detox Observation Services		
Up to 8 hours	8 hours	\$549.16
Up to 12 hours	12 hours	\$669.71
Up to 23 hours	23 hours	\$816.72
Substance Abuse Civil Commitment Transportation	Hour	\$50.50
Substance Abuse Civil Commitment Transportation - Matron	Hour	\$25.98

**OTHER TERMS:**

For individuals on a Substance Abuse Civil Commitment whom have been determined to not meet medical necessity for inpatient detox services and are unable to be released until a civil commitment hearing is held, funding for up to 3 days may be considered when the individual meets Story County Substance Abuse Services Funding Policy criteria.

Substance Abuse Civil Commitment Transportation services shall be provided via secure vehicle with life-saving equipment from MGMC to the court ordered destination. The unit of service billed is an hourly rate for client transport from MGMC, to client destination and return of driver to MGMC. The standard unit of service identified by MGMC and CICS MHDS Region will be used for common transportation trips.

Funding prior authorization is not required for Substance Abuse Civil Commitment Transportation services from MGMC to the court ordered destination. Upon providing Substance Abuse Civil Commitment Transportation, MGMC will notify Story County Community Services by sending the funding application to the local service coordinator by end of next business day.

**Story County:**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Mary Greeley Medical Center:**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF IOWA  
COUNTY OF STORY

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE CITY OF AMES, IOWA, AND STORY COUNTY, IOWA

JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Story County, Iowa, acting by and through the Chairman of the County Board of Supervisors as an authorized agent for the county, hereinafter referred to as COUNTY, and the City of Ames, acting by and through the Mayor as an authorized agent for the city, hereinafter referred to as AMES, both of Story County, State of Iowa, witnesseth:

**WHEREAS**, under the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 2020 Edward Byrne Memorial Justice Assistance Grant Formula Program, Local Solicitation, hereinafter referred to as GRANT, funds have become available to the parties for use in improving law enforcement programs; and

**WHEREAS**, the GRANT requires that the COUNTY and AMES agree on the process for filing an application for the acquisition, administration and expenditure of those funds; and,

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of funds and costs is equitable;

**NOW THEREFORE, AMES and COUNTY agree as follows:**

**Section 1.**

The parties are eligible for funding through the GRANT of up to \$12,528.00. The parties agree that AMES will file a single application on behalf of both parties that provides for distribution of funds as follows:

To AMES - \$12,528.00 for equipment purchases to support the bicycle officer program, to support the purchase of radio accessories, and to support the purchase of emergency medical response equipment. The parties agree that the primary source of funding for the projects identified in the grant will be the grant proceeds. Any additional funding required and not covered by the grant will be agreed to, in advance of the expenditure, by both parties.

**Section 2.**

AMES shall be designated as the fiscal agent for the purposes of this GRANT and shall be responsible for all administrative support to meet the requirements of the GRANT. COUNTY shall not be responsible for any costs associated with the administration of the GRANT.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; nor do they intend to create a separate legal entity for the purposes of this GRANT, specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

**Story County**

By: Linda Murken, Chairman  
Story County Board of Supervisors

\_\_\_\_\_  
Signature

**City of Ames**

By: John A. Haila, Mayor  
City of Ames

\_\_\_\_\_  
Signature

## **Program Narrative**

Ames Police Department Bicycle Officer Enhancement Project  
2020 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation  
CDFA #16.738

In July of 2020, the Ames Police Department learned that it was eligible to receive funding for law enforcement programs under the Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation. Because the Ames Police Department is subject to the disparate certification rules, the department met with the Story County Sheriff's Office to review the grant opportunity. Given the funding available, the two agencies agreed that a single project designed to support the bicycle officer program in Ames would be the most effective use of the funds. By a Memorandum of Understanding between the agencies, **the Ames Police Department will apply for and use all of the \$12,528.00 in funds available in this solicitation to purchase equipment.** All funds will be allocated to this use and no funds will be reserved for administrative costs. The Ames Police Department will absorb grant management costs.

The bicycle officer program is popular with citizens, City administration, and officers as it provides an opportunity for officers to easily interact with the public, it is cost effective, and it is a healthy alternative to traditional patrol car patrol. The City of Ames has maintained a bicycle patrol for some time to support its community policing efforts. But recent budget pressures have limited the City's ability to replace, upgrade, and expand the program.

The applicant proposes to use the funds available through the Bicycle Officer Enhancement Project to address several areas of concern that will improve both the bicycle officer program and the department overall:

1. Two new bicycles will be acquired. Accessories, including lights and bags, will be acquired for the new bikes and to upgrade the existing equipment where needed.
2. Protective equipment and clothing for officers will be purchased. Clothing appropriate to the functions performed by the officer on a bicycle is critical to the success of the program.
3. The Bicycle Officer Enhancement Project identified the need for specialized communications equipment including Bluetooth enabled microphone/speakers and shoulder microphone/speakers for traditional police radios. That need extends to all department officers. New microphone/speakers will be purchased.
4. All officers, including those on bicycles, provide first response medical care. Trauma kits, soft stretchers and other medical response equipment will be purchased.

## **Budget Narrative**

Ames Police Department Bicycle Officer Enhancement Project  
2020 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation  
CDFA #16.738

The applicant's budget reflects distribution of funds to two major categories:

### **A. Equipment**

1. The Bicycle Officer Enhancement Project identified the need for specialized communications equipment including Bluetooth enabled microphone/speakers and shoulder microphone/speakers for traditional police radios. That need extends to all department officers. 20 new microphone/speakers that are compatible with the department's Harris radios will be purchased. Ames Police Department - \$3,400.00.

2. Two new bicycles will be purchased. The department has most recently purchased police bikes from Volcanic Bikes but availability of a specific brand may be limited due to Covid19. If Volcanic bikes cannot be purchased, an equivalent will be sourced. Ames Police Department - \$3,400.00.

### **B. Supplies**

1. All officers, including those on bicycles, provide first response medical care. Trauma kits, soft stretchers and other medical response equipment will be purchased. Ames Police Department - \$1,624.00.

2. Protective equipment and clothing for officers will be purchased. Clothing appropriate to the functions performed by the officer on a bicycle is critical to the success of the program. Clothing and equipment will outfit at least 12 officers. Ames Police Department - \$3,504.00.

3. Accessories, including lights and bags, will be acquired for the new bikes and to upgrade the existing equipment where needed. Ames Police Department - \$600.00.

REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION: THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZR00141324	07/31/2020	8484660
PAYMENT TERMS		
Net 30 Days		
DUE DATE	AMOUNT DUE	
08/30/2020	<b>\$1,220.95</b>	

246 1 MB 0.439 E0238X I0384 D6435818595 S2 P7568285 0001:0001



STORY COUNTY INFORMATION TECHNOLOGY  
BARBARA STEINBACK  
ADMINISTRATION BLDG  
900 6TH ST  
NEVADA IA 50201-2004



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

LINE#	ITEM DESCRIPTION	SERVICE PERIOD	RATE PLAN	PRICE	UOM	QTY	NET AMOUNT
1	ZOOM Video Zoom Add-on Webinar License -	06/15/2020 - 05/26/2021	PAR1-WEB-500-FL1Y - Recurring	1220.95	Each	1.00	1,220.95

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [billingquestions@cdw.com](mailto:billingquestions@cdw.com) with any questions.

<b>ACCOUNT MANAGER</b>		<b>SUBTOTAL</b>	<b>\$1,220.95</b>
Brown, Gabriel 312/547-2674 <a href="mailto:billingquestions@cdw.com">billingquestions@cdw.com</a>		<b>SALES TAX</b>	<b>\$0.00</b>
<b>PURCHASE ORDER</b>		<b>AMOUNT DUE</b>	<b>\$1,220.95</b>
5200046			



Cage Code Number 1KH72  
DUNS Number 02-615-7235  
ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

**HAVE QUESTIONS ABOUT YOUR ACCOUNT?**  
PLEASE EMAIL US AT [billingquestions@cdw.com](mailto:billingquestions@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)



Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Pat Shehan, Special Projects Ranger

Date: August 11, 2020

Re: Consideration of Amendment to an Agreement with Shive Hattery, Inc. for Additional Construction Phase Services for Paving a Portion of the Praeri Rail Trail

---

This Amendment is the result of additional time needed to perform all associated work on the paving project due to delays caused by weather last fall. The construction was delayed until this spring due to inclement weather. The delay caused additional project oversight and compliance requirements with the Department of Transportation.

The net change to the Agreement is \$14,000. This funding comes from budgeted contingency funds.

The Story County Conservation Board urges your approval.

Enclosure

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Disapproval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ***AMENDMENT TO AGREEMENT***

**ATTN:** Michael Cox, Director – Story County Conservation  
**CLIENT:** Story County, IA Conservation Board  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

**PROJECT:** Story County Conservation - Zearing Trail

**PROJECT LOCATION:** Zearing, IA

**ORIGINAL AGREEMENT DATE:** April 5, 2012

**AMENDMENT DATE:** August 5, 2020

Story County, IA Conservation Board and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

### **PROJECT DESCRIPTION**

The Project Description is revised as follows:

**NO CHANGES**

### **SCOPE OF SERVICES**

Tasks for the Scope of Services are revised as follows:

#### **ADD –**

1. Additional Construction Phase Services: The construction schedule has been delayed from a 2019 completion to a 2020 completion due to weather and contractor delays. The services provided remain the same but over a longer duration:
  - a. Tasks to be completed by the Consultant during construction:
    - 1) Coordinate with Owner for project kick-off meeting and review project roles and responsibilities;
    - 2) Develop project binder to include: meeting minutes, contract documents, observation reports, traffic control reports, change orders, pay applications, final audit and final forms checklist requirements;
    - 3) Schedule and conduct a Pre-Construction Meeting with the County Conservation, Iowa DOT, utilities, and contractors. Appropriate City of Zearing representatives will also be included. Pre-Construction Meeting minutes will be recorded and distributed to all attendees by the Consultant;
    - 4) Perform required material sampling and laboratory testing (such as soil proctor tests, concrete cylinder testing, material gradation, etc.) during construction. This work may be partially completed by a subconsultant. Reports will be prepared in a timely manner;
    - 5) Review Contractor submittals;
    - 6) Respond to and distribute Requests for Information;
    - 7) On-site construction observation including:
      - Review of pipe installation line and grade;
      - Review of subgrade and subbase construction for conformance to the plans and the Iowa DOT Standard Specifications;
      - On-grade testing of concrete air and slump per the requirements of the Iowa DOT Standard Specifications;



- Collection of ready mix tickets and verification of trim water at grade, batch, delivery and placement times in accordance with the Iowa DOT Standard Specifications;
  - Review of backfill operations;
  - Review of seeding operations;
  - Verifying quantities installed by contractor.
  - Utilize story county conservation staff to assist with part-time construction observation and reporting during less critical construction activities.
- 8) Prepare Iowa DOT Working Day Reports in cooperation with SCC staff.
  - 9) Complete Wage Rate Reports for all prime contractors and all subcontractors greater than \$10,000 to document the wage rate interviews;
  - 10) Complete Equal Employment Opportunity Site Inspections;
  - 11) Attend contractor's weekly stormwater inspections and review Contractor's stormwater inspection reports;
  - 12) Review and record material inspection reports from Iowa DOT;
  - 13) Negotiate change orders;
  - 14) Lead periodic Construction Progress Meetings;
  - 15) Prepare Meeting Minutes from the Construction Progress Meetings;
  - 16) Review payment applications and prepare recommendation of payment;
  - 17) Perform pre-final project review and prepare remaining work items to be completed prior to final review;
  - 18) Perform final project review with Iowa DOT and Owner representatives;
  - 19) Complete Statement of Field Acceptance (Form 830435) and Statement of Completion (Form 830436)
- b. Tasks to be completed by the Consultant during the Final Audit:
- 1) Complete, compile or generate all of the applicable documents as defined by Pre-Audit Checklist, Attachment E to IM 3.910. Assemble paper copies of all applicable documents in the project binder. Deliverables shall include digital and paper copies to be placed in the binder of the following:
    - Bid Proposal (supplied by the Iowa DOT)
    - Addendums
    - Contract
    - Plans
    - Plan Revisions
    - Pre-Construction Meeting Minutes
    - Observer's Reports
    - Traffic Control Documentation
    - Non-compliance Notice, if applicable
    - DBE Commitment Forms
    - Subcontractor Request and Approval
    - Storm Water Permit – Notice to Proceed/Discontinuation
    - Iowa DNR Notification of Completion of Construction
    - Notice of Suspension or Resumption of Work, if applicable
    - Equal Employment Opportunity Site Observations
    - Change Orders
    - Material Review for compliance with testing, sampling, and acceptance requirements of the Iowa DOT Standard Specifications and Materials IM 101, 204 and 205.
    - Material Tickets
    - Progress Vouchers/Pay Estimates
  - 2) Complete, compile or generate all of the applicable documents as defined by Final Forms Packet Checklist, Attachment F to IM 3.910. Assemble paper copies of applicable documents including the following:

- Final Pay Estimate
  - Final Contract Construction Progress Voucher
  - Application portions of the Certification of DBE Accomplishments
  - Certification of Subcontractor Payments
  - Contractor Evaluations
  - Interest Payment Information
  - Change Order
  - Audit of Final Pay Estimate
  - Final Payment
  - Non-Compliance Statements
- 3) Review audit with Iowa DOT representatives.
  - 4) Provide project management necessary to monitor the project progress and budget. Generate consultant invoices including reimbursable expenses.

**CLIENT RESPONSIBILITIES**

Client Responsibilities are revised as follows:

1. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
2. Coordinate and provide a location for the public open house or any meetings with adjacent property owners.
3. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with each subsequent design phase submittal and bid letting.
4. Provide necessary right-of-way and/or easements as required for construction of project.
5. Provide necessary environmental clearances and/or environmental mitigation that may be required for the project.
6. Review and provide comments on the preliminary and final design plans and specifications.
7. Provide Legal and hold easement acquisition responsibilities.
8. Provide funding for the project.

**SCHEDULE**

The Schedule is revised as follows:

**ADD** – We anticipate construction to wrap up by fall of 2020 and audit to be completed by the end of 2020.

**COMPENSATION**

The Compensation is revised as follows:

**ADD**

Description	Fee	Fee Type	Estimated Reimbursable Expenses
Additional Construction Phase Services	\$14,000	Hourly	Included in Fee
<b>TOTAL</b>	<b>\$14,000</b>		

Fee Types:

- 1. Hourly - We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the amount shown without your prior authorization.

Expenses:

- 1. Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

**ADDITIONAL SERVICES**

The Additional Services are revised as follows:

**NO CHANGE**

**AGREEMENT**

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,  
SHIVE-HATTERY, INC.



Luke Monat, P.E., Project Manager  
[lmonat@shive-hattery.com](mailto:lmonat@shive-hattery.com)

---

**AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

CLIENT: Story County Board of Supervisors

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(signature)

PRINTED NAME: \_\_\_\_\_ DATE ACCEPTED: \_\_\_\_\_



Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Patrick Shehan, Special Projects Ranger

Date: August 11, 2020

Re: Consideration of Change Order No. 01 between Peterson Contractors Inc. and Story County Conservation for the Praeri Rail Trail paving project in Zearing in the Increased Amount of \$3,840.00.

---

This change order reflects increased costs due to the requirement of the use of flaggers required by the Iowa DOT Right of Way Permit.

This will be an increase to the contract of \$3,840.00. This increase is within the contingency amount budgeted.

The Story County Conservation Board recommends approval.

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Disapproval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CHANGE ORDER**  
For Local Public Agency Projects

No.: 1

Non-Substantial:

Substantial:

\_\_\_\_\_  
Administering Office  
Concurrence Date

Accounting ID No. (5-digit number): 35659

Project Number: TAP-R-8612(601)--8T-85

Contract Work Type: PCC Sidewalk/Trail

Local Public Agency: Story County Conservation

Contractor: Peterson Contractors, Inc.

Date Prepared: 9/9/19

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8001 - Add item for "2528-8445113 Flaggers"

No change to the working days.

B - Reason for change:

8001 - Flaggers are required as per TC-213, which is required by the Iowa DOT Right of Way permit

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8001 - Unit price is set by the Office of Contracts at \$480.00/each for this bid item.

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8001 - Unit price is set by the Office of Contracts at \$480.00/each for this bid item.

E - Contract time adjustment:  No Working Days added  Working Days added: \_\_\_\_\_  Unknown at this time

Justification for selection:

The addition of flaggers does not affect the planned work for the contractor.

F - Items included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description		Unit Price .xx	Quantity .xxx	Amount .xx
<input type="button" value="Add Row"/>					<input type="button" value="Delete Row"/>		<b>TOTAL</b>

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		8001	2528-8445113	Flagger	\$480.00	8.000	\$3,840.00
<input type="button" value="Add Row"/>					<input type="button" value="Delete Row"/>		<b>TOTAL</b>
							<b>\$3,840.00</b>

H. Signatures

Signatures will be applied through DocExpress.

# Doc Express Document Signing History

Contract: 85-8612-601 Document: CO 01

Date	Signed By
05/21/2020	Jeff Theis Peterson Contractors Electronic Signature (Approved by Contractor (Optional))
06/05/2020	Jenifer Bates Shive-Hattery, Inc Electronic Signature (Recommended by Engineer / Approved)
06/08/2020	Michael Cox Story County Conservation Board - Iowa Electronic Signature (Approved by PIRC (when applicable))
06/08/2020	Craig Markley Iowa Local Systems Electronic Signature (Approved by Administering Office or designee)



# Protecting and Improving the Health of Iowans

Gerd W. Clabaugh, Director

Kim Reynolds, Governor

Adam Gregg, Lt. Governor

## Contract Declarations & Execution Page

<b>CONTRACT #:</b> 588 1 SS85	<b>PROJECT TITLE:</b> County Substance Abuse Prevention Services
<b>CONTRACTOR LEGAL NAME AND ADDRESS:</b> Story County Board of Supervisors CTHSE, 900 6 <sup>th</sup> St Nevada, IA 50201	<b>PROJECT PERIOD:</b> July 1, 2020 - June 30, 2021
<b>STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #:</b> 00002129931	<b>CONTRACT PERIOD:</b> July 1, 2020 - June 30, 2021
<b>Warrant/payment mailing address</b>  N/A	<b>TOTAL CONTRACT AMOUNT:</b> \$10,000
	<b>FUNDING SOURCE:</b> FEDERAL: \$0 STATE: \$0 OTHER:\$10,000 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other:\$10,000
<b>IOWA CODE CHAPTER 8F DESIGNATION:</b> This contract is NOT covered by Iowa Code chapter 8F	<b>Federal Subrecipient Addendum Needed?</b> NO
<p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, and Application.</p>	
<p>The Contractor has reviewed and agrees to the Iowa Department of Public Health <a href="#">General Conditions Effective July 1, 2019</a> as posted on the Department's website under Funding Opportunities or as available by contacting Janet Nelson at (515) 725-2018. The contractor specifies no changes have been made to the Special Conditions or General Conditions.</p>	
<p>The parties hereto have executed this contract on the day and year last specified below.</p>	
<b>For and on behalf of the Department:</b>  By: _____ Dr. Jeff Kerber, Director, Division of Behavioral Health	<b>For and on behalf of the Contractor:</b>  By: _____ Insert Date (required if not a digital signature): _____

## Special Conditions for Contract # 588 1 SS85

### Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

### Article II - Designation of Authorized State Official:

Dr. Jeff Kerber, Director, Division of Behavioral Health is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Janet Nelson at telephone (515) 725-2018.

### Article III - Designation of Contract Designation of Project Director:

1. The Contractor, as listed on the Contract Face Sheet, is responsible for financial and administrative matters of this Contract.
2. The Project Director, as designated by the Contractor and listed in Article IV – Key Personnel for Project Implementation, has the authority to manage the contract and the legal responsibility to assure compliance with all contract conditions. Negotiations concerning this contract should be referred to the Project Director.

ggggggg

#### Key Contractor Personnel

Name	Title	Email Address
Lisa Markley	Project Director/Fiscal Contact	<a href="mailto:lmarkley@storycountyiowa.gov">lmarkley@storycountyiowa.gov</a>
Gerri Bugg (YSS)	Subcontractor	<a href="mailto:gbugg@yss.org">gbugg@yss.org</a>

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel identified in this section.

### Article V - Statement of Contract Purpose:

To provide funds to counties for county-operated substance abuse programs. The Department is actively working to strengthen our capacity to address health inequities in Iowa. Health equity is defined as the attainment of the highest possible level of health for all people by achieving the environmental, social, economic and other conditions in which all people have the opportunity to attain their highest possible level of health. This contract promotes health equity by providing substance misuse prevention services and education to all residents in the county by adhering to Culturally and Linguistically Appropriate Service Standards (CLAS).

### Article VI - Description of Work and Services:

In compliance with the Department approved FY21 Work Plan submitted with the application within IowaGrants.gov, the Contractor shall provide the following services only, either with the county's own employees or by subcontract with a nonprofit corporation:

- Substance Abuse Education services;
- Substance Abuse Prevention services;
- Substance Abuse Referral services; and/or
- Substance Abuse Post-treatment services.

All services must adhere to Culturally and Linguistically Appropriate Service Standards (CLAS) by providing appropriate content and language (including reading level and translation) that are equitable to reach all populations.

**Article VII – Performance Measure**

Contractors shall meet the FY21 Work Plan goals and objectives as submitted with the application via IowaGrants and approved by the Department.

A disincentive totaling five percent (5%) of the contractual amount shall be withheld from the second quarterly claim (due February 12, 2021). Confirmation of completion will be verified by Department staff review of the final report in IowaGrants (due August 2, 2021). The monies will be released upon confirmation that goals and objectives were met.

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

**Article VIII – Reports:**

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

Report Title	Form Frequency/Type	Date Due
Subcontracts- draft, unsigned	Type: Subcontract Documents	Submit for Department approval Prior to obtaining signatures
Semi Annual Progress Report	Semi-Annual	Due January 31, 2021
Year End Report	Final	Due August 2, 2021
Quarterly Claims	Jul-Sep 2020 expenses Oct-Dec 2020 expenses Jan-Mar 2021 expenses Apr-June 2021 (FINAL)	Due: Nov. 13, 2020 February 12, 2021 May 14, 2021 August 2, 2021

**Article IX - Budget:**

Direct Cost Category	Department Budget	Required County Match
Subcontractor	\$10,000	\$30,000

1. Expenditure variance against direct cost budget line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to the department prior to the

obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.

2. The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.

#### Article X - Payments:

1. Submission of Claims for Contract Period:

The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The Invoice/Claim shall be submitted monthly in the grant site located in IowaGrants within 45 days of the month of expenditures.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claims Submission: Notwithstanding the timeframes above, and absent:
  - i. longer timeframes established in federal law or
  - ii. the express written consent of the Department,

the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: [http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Department will **not** reimburse the Contractor travel amounts in excess of limits established by Iowa Department of Administrative Services. Current instate and out of state travel rate reimbursements can be found posted on the Department's IDPH General Conditions for Service Contracts website.
6. The Department will reimburse the Contractor for expenditures at a rate not to exceed the percentage that the contract amount represents of the total budget (excluding soft match).

7. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.
8. Warrants (payments) for services provided under this contract will be made payable to the Contractor and mailed to the Contractor at the Contractor Legal Address as listed on the contract face page.
  - a. If the Contractor authorizes payments under this contract to be mailed to an address other than the Contractor Legal Address, the Contractor shall provide that address to the Department in the Alternate Mailing Address portion of the Business Organization Form – Contact Information section of the grant site form found in IowaGrants.
  - b. This address will be inserted in the ‘Warrant/payment mailing address (if different from legal address)’ field on the contract face page.
9. All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)] and credited to the general fund of the county [Iowa Code 331.427(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current and future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer (EFT) or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

#### **Article XI – Additional Conditions**

1. The Contractor shall ensure all IowaGrant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Department, an amendment to the contract may be required.
2. All work plan revisions must be approved by the Department prior to implementation. Requests for work plan revisions must be received by the Department through the correspondence component within the Grant Tracking site on or before May 1, 2021.
3. The parties to this agreement shall attempt to mediate disputes which arise under this agreement by engaging in mediation with a mutually agreed upon mediator. Each party shall bear 50% of the costs of such mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Iowa Code section 679A.19.
4. Subcontracts must explicitly state that reimbursements will be based upon actual expenses (services delivered). NO FUNDS will be released until subcontract/s is approved by the Department.
5. This contract must be fully executed with Contractor and Department signatures no later than Thursday, September 24, 2020. Contracts not fully executed by that date will be considered null and void and the Department may allocate funds to other contractor/s.



**COUNTY OF STORY IOWA  
FLEXIBLE BENEFITS PLAN**

**AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR**

**WAGeworks INC**

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**COUNTY OF STORY IOWA  
FLEXIBLE BENEFITS PLAN**

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**COUNTY OF STORY IOWA  
FLEXIBLE BENEFITS PLAN**

**INTRODUCTION**

The Employer has amended this Plan effective July 1, 2020, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on August 1, 1989. The Plan shall be known as County of Story Iowa Flexible Benefits Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I  
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means August 1, 1989.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the

Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means County of Story Iowa and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning July 1 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the self-funded Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means spouse as determined under Federal and State law.

## **ARTICLE II PARTICIPATION**

### **2.1 ELIGIBILITY**

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### **2.2 EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the first day of the month coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

### 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 60 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

### 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

## ARTICLE III CONTRIBUTIONS TO THE PLAN

### 3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

### **3.2 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### **3.3 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

## **ARTICLE IV BENEFITS**

### **4.1 BENEFIT OPTIONS**

Each Participant may elect to receive his full flexible benefit contribution for any Plan Year in case or have a portion of it applies to any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Dental Plan
- (4) Vision Plan
- (5) Any other benefits that may be offered under a cafeteria plan pursuant to Code 125 that the County chooses to adopt and offer under this plan

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit

### **4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

### **4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

### **4.4 HEALTH INSURANCE BENEFIT**

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

## 4.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

## ARTICLE V PARTICIPANT ELECTIONS

### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### 5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### 5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses

eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

- (1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

(1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

## ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

### 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

Over-the-counter medications and menstrual care products as allowed under IRS regulations are reimbursable under this Plan.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof, excluding any carryover) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### 6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500.

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Carryover.** A Participant in the Health Flexible Spending Account may roll over up to \$500 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of \$500 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

### 6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

### 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

### 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health

Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 60 days after termination of employment.

## 6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, menstrual care products and over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## 6.9 QUALIFIED RESERVIST DISTRIBUTIONS

(a) **Qualified Reservist Distribution.** A Participant may request a Qualified Reservist Distribution, provided the following provisions are satisfied. "Qualified Reservist Distribution" means any distribution to a Participant of all or a portion of the balance in the Participant's Health Flexible Spending Account if:

- (1) Such Participant was an individual who was (by reason of being a member of a reserve component (as defined in Section 101 of Title 37, United States Code)) ordered or called to active duty for a period of 180 days or more or for an indefinite period.
- (2) A Participant may have been called prior to June 18, 2008, provided the individual's active duty continues after June 18, 2008 and the period of duty complies with subsection (a).
- (3) The distribution is made during the period beginning on the date of the order or call that applies to the Participant and ending on the last day of the Plan Year which includes the date of such order or call.
- (4) The Qualified Reservist Distribution option is offered to all Participants who qualify under this Article.
- (5) Qualified Reservist Distributions may only be made if the Participant is ordered or called to active duty, not the Participant's spouse or dependents.
- (6) Under Section 101 of the Title 37 of the United States Code, "reserve component" means: (1) the Army National Guard, (2) the Army Reserve, (3) the Navy Reserve, (4) the Marine Corps Reserve, (5) the Air National Guard, (6) the Air Force Reserve, (7) the Coast Guard Reserve, or (8) the Reserve Corps of the Public Health Service.

(b) **Conditions:** The following conditions apply:

- (1) The Employer must receive a copy of the order or call to active duty and may rely on the order or call to determine the period that the Participant has been ordered or called to duty.
- (2) Eligibility for a Qualified Reservist Distribution is not affected if the order or call is for 180 days or more or is indefinite, but the actual period of active duty is less than 180 days or is changed otherwise from the order or call.
- (3) If the original order is less than 180 days, then no Qualified Reservist Distribution is allowed. However, if subsequent calls or orders increase the total days of active duty to 180 or more, then a Qualified Reservist Distribution will be allowed.

(c) **Amount:** The amount a Participant may be reimbursed from the Health Flexible Spending Account is the amount contributed by the Participant to the Health Flexible Spending Account as of the date of the distribution request, less any reimbursements received as of the date of the distribution request.

(d) **Procedure.** The Employer must specify a process for requesting the distribution. The Employer may limit the number of distributions processed for a Participant to 1 per Plan Year. The distribution request must be made on or after the call or order and before the last day of the Plan Year. The QRD shall be paid within a reasonable time but in no event more than 60 days after the date of the request.

(e) **Claims.** Claims incurred prior to the date of the request of the distribution shall be paid as any other claim. Claims incurred after the date of the distribution shall not be paid and the Participant's right to submit a claim shall be terminated as of the date of the distribution request.

## ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

### 7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### **7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### **7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### **7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### **7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

## 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

## 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

## 7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

## 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 60 days after termination of employment.

## ARTICLE VIII BENEFITS AND RIGHTS

### 8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by the self-funded plan shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure.

(b) **Dependent Care Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account Benefits shall be made to the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 60 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

However, if a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 60 days after termination of employment. Once a claim is submitted, the following timetable for claims and rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 60 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the claim determination;
- (2) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

(f) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above

have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

## **8.2 APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan (excepting any carryover); nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## **8.3 NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

## **8.4 GENERAL FIDUCIARY RESPONSIBILITIES**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

(a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

## **8.5 NONASSIGNABILITY OF RIGHTS**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

# **ARTICLE IX ADMINISTRATION**

## **9.1 PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any

defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- (i) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

## **9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X  
AMENDMENT OR TERMINATION OF PLAN**

**10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

**10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI  
MISCELLANEOUS**

**11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

**11.2 GENDER, NUMBER AND TENSE**

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

**11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

**11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

**11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

**11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

**11.7 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

## 11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

## 11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

## 11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Iowa.

## 11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

## 11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

## 11.13 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

## 11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

## 11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

## 11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

## 11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

**11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

**11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

**11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

**11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

**11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_.

County of Story Iowa

By \_\_\_\_\_  
EMPLOYER

**COUNTY OF STORY IOWA  
FLEXIBLE BENEFITS PLAN  
SUMMARY PLAN DESCRIPTION**

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**XI  
SUMMARY**

**COUNTY OF STORY IOWA  
FLEXIBLE BENEFITS PLAN**

**INTRODUCTION**

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I  
ELIGIBILITY**

**1. When can I become a participant in the Plan?**

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

**2. What are the eligibility requirements for our Plan?**

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

**3. When is my entry date?**

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

**4. What must I do to enroll in the Plan?**

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II  
OPERATION**

**1. How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

### III CONTRIBUTIONS

#### **1. How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

#### **2. What happens to contributions made to the Plan?**

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) by the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

#### **3. When must I decide which accounts I want to use?**

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

#### **4. When is the election period for our Plan?**

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

#### **5. May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have

under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke your coverage under our Employer sponsored group health plan if you are eligible to obtain coverage through the health exchanges.

## **6. May I make new elections in future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured or self-funded benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

## **IV BENEFITS**

### **1. Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

Over-the-counter medications and menstrual care products as allowed under IRS regulations are reimbursable under this Plan. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2500. In addition, you will be eligible to carryover amounts left in your Health Flexible Spending Account, up to \$500. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending

provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

## **2. Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

## **3. Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our self-funded medical plan.

Under our Plan, we will establish sub-accounts for you for each different type of coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any contracts providing benefits described above. Also, your coverage will end when you leave employment, are no longer eligible under the terms of any coverage, or when coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

## **V BENEFIT PAYMENTS**

## **1. When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. The provisions of the insurance contracts will control what benefits will be paid and when. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

## **2. What happens if I don't spend all Plan contributions during the Plan Year?**

Any monies left at the end of the Plan Year will be forfeited, except for \$500 that can be carried over into the next Plan Year for the Health Flexible Spending Account. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

## **3. Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

## **4. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

## **5. What happens if I terminate employment?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 60 days after termination.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

## **6. Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

## **7. Qualified Reservist Distributions**

If you are a member of a reserve unit and if you are ordered or called to active duty, then you may request a Qualified Reservist Distribution (QRD). A Qualified Reservist Distribution is a distribution of all or a portion of the amounts remaining in your Health Flexible Spending Account. You can only request this distribution if you are called to active duty for a period of 180 days or more or for an indefinite period. The distribution must be made during the period beginning on the date of the call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of the call.

You can receive the amount you have actually contributed minus any reimbursements you have already received (or are in process). The amount you request may be adjusted if needed to conform with your actual account balance. You must request the QRD before the last day of the Plan Year. Any claims that you submit after the date you request the QRD will not be processed. You can only request 1 QRDs for a Plan Year.

## **VI HIGHLY COMPENSATED AND KEY EMPLOYEES**

### **1. Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

## **VII PLAN ACCOUNTING**

### **1. Periodic Statements**

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

## **VIII GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

### **1. General Plan Information**

County of Story Iowa Flexible Benefits Plan is the name of the Plan.

Your Employer has assigned Plan Number 535 to your Plan.

The provisions of your amended Plan become effective on July 1, 2020. Your Plan was originally effective on August 2, 1989.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on July 1 and ends on June 30.

### **2. Employer Information**

Your Employer's name, address, and identification number are:

County of Story Iowa  
900 6th St  
Nevada, Iowa 50201  
42-6005024

**3. Plan Administrator Information**

The name, address and business telephone number of your Plan's Administrator are:

County of Story Iowa  
900 6th St  
Nevada, Iowa 50201  
515-382-7204

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

**4. Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

County of Story Iowa  
900 6th St  
Nevada, Iowa 50201

**5. Type of Administration**

The type of Administration is Employer Administration.

**6. Claims Submission**

Claims for expenses should be submitted to:

WageWorks, Inc.  
P.O. Box 14053  
Lexington, KY 40512

**IX  
ADDITIONAL PLAN INFORMATION**

**1. Your Rights Under ERISA**

Plan Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. For those benefits subject to ERISA, these laws provide that Participants, eligible employees and all other employees are entitled to:

- (a) examine, without charge, at the Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- (b) obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may charge a reasonable fee for the copies;
- (c) continue health coverage for a Participant, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a qualifying event. Employees or dependents may have to pay for such coverage; and
- (d) review this summary plan description and the documents governing the plan on the rules governing COBRA continuation rights.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the best interest of you and other Plan Participants.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA) or if you need assistance in obtaining documents from the Administrator, you should contact either the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the EBSA website at [www.dol.gov/ebsa/](http://www.dol.gov/ebsa/). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## 2. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 60 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within 60 days after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured or self-funded will be handled in accordance with procedures contained in the insurance policies or contracts. All other general requests should be directed to the Administrator of our Plan. If a dependent care claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

In the case of a claim for medical expenses under the Health Flexible Spending Account, the following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information to process the claim:	
Notification to Participant	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (a) The specific reason or reasons for the denial;
- (b) Reference to the specific Plan provisions on which the denial was based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502 of ERISA following a denial on review;

- (e) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and
- (f) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 60 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- (a) was relied upon in making the claim determination;
- (b) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (c) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (d) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

### **3. Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

## **X CONTINUATION COVERAGE RIGHTS UNDER COBRA**

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

### **1. What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your

monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

## **2. Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

## **3. What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

#### 4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](http://medicare.gov/sign-up-change-plan).
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

**Are there other coverage options besides COBRA Continuation Coverage?** Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

#### 5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

#### 6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

**7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

**IMPORTANT:**

**For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.**

***NOTICE PROCEDURES:***

Any notice that you provide must be *in writing*. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

County of Story Iowa  
900 6th St  
Nevada, Iowa 50201

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

**8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

**9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

## **10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
  - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

## **11. What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
  - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
  - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

## **12. Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**13. How does a Qualified Beneficiary become entitled to a disability extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**14. Does the Plan require payment for COBRA continuation coverage?**

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

**15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

Yes. The Plan is also permitted to allow for payment at other intervals.

**16. What is Timely Payment for COBRA continuation coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

**17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

**18. How is my participation in the Health Flexible Spending Account affected?**

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money including any carryover amounts than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

**IF YOU HAVE QUESTIONS**

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## **KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

## **XI SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

STORY COUNTY, IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 21-10

A RESOLUTION ADOPTING THE STORY COUNTY AMENDED & RESTATED FLEXIBLE BENEFIT PLAN EFFECTIVE JULY 1, 2020, SUMMARY PLAN DESCRIPTION EFFECTIVE JULY 1, 2020 AND APPOINTING ALISSA WIGNALL AS ADMINISTRATOR OF THE PLAN.

WHEREAS, the Board of Supervisors of the County of Story, Iowa has elected to provide a Flexible Benefit Plan to eligible employees originally effective August 1, 1989, and

WHEREAS the Story County Board of Supervisors desires to amend the original Flexible Benefit Plan and

WHEREAS the Story County Board of Supervisors desires to incorporate the original Medical Reimbursement Plan and Dependent Care Assistance Plan into the Amended & Restated Flexible Benefit Plan and

WHEREAS the Story County Board of Supervisors desires to adopt the Summary Plan Description and

WHEREAS the appointment of a permanent administrator is necessary to facilitate transactions between service providers, the county, and its employees for the benefit of county employees, and that Ms. Alissa Wignall is capable and willing to act in such a capacity.

WHEREAS, applicable law and the terms of the Flexible Benefit Plan may be amended respectively,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Story County, Iowa adopt the Story County Amended & Restated Flexible Benefit Plan and Summary Plan Description Effective July 1, 2020 and that Alissa Wignall is appointed as the administrator of the Flexible Benefit Plan and is hereby authorized to act in any necessary and prudent manner to transact business between the county, its service providers, and employees.

Dated this 11<sup>th</sup> day of August, 2020.

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

Attest:

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

ROLL CALL	Lauris Olson	Yea___	Nay___	Absent___
FOR ALLOWANCE	Lisa Heddens	Yea___	Nay___	Absent___
	Linda Murken	Yea___	Nay___	Absent___

ALLOWED BY VOTE  
OF BOARD                      Yea\_\_\_ Nay\_\_\_ Absent\_\_\_

\_\_\_\_\_  
CHAIRPERSON

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

Chairperson declared this Resolution ADOPTED AND APPROVED.

Closure No. 21-05

Date August 6, 2020

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 25 & 26 Lincoln Twp on

730th Ave is Closed between 140th St and 150th St

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

Attest: \_\_\_\_\_  
County Auditor

ROLL CALL	Lauris Olson	Yea	___	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	___	Nay	___	Absent	___
	Linda Murken	Yea	___	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD		Yea	___	Nay	___	Absent	___
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\_\_\_\_\_  
CHAIRPERSON

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

Closure No. 21-06

Date August 6, 2020

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 7 Washington Twp on

500th Ave is closed between Lincoln Way and 240th St

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

Attest: \_\_\_\_\_  
County Auditor

ROLL CALL	Lauris Olson	Yea	___	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	___	Nay	___	Absent	___
	Linda Murken	Yea	___	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	___	Nay	___	Absent	___
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\_\_\_\_\_  
CHAIRPERSON

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

## STORY COUNTY UTILITY PERMIT

Date 8/4/20

To the Board of Supervisors, Story County, Iowa:

Alliant Energy IP&L MatthewDeam@alliantenergy.com

The c/o Matt Deam, PM O: (614) 754-5851 Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1911 East Anson, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of see note at bottom of page on secondary route  
 WR#4209387 North Side HWY 30, from I-35 to 590th (1.48mi 3PH & 0.27mi 1PH)  
 WR#4209389 South Side HWY 30, from I-35 to 590th (1.79mi 3PH & 0.04mi 1PH)

**Agreements:** The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

We are working with Alliant Energy to rebuild underground and overhead distribution lines along STH 30. Our reference project names are (WR#4209387 North Side RDMV & WR#4209389 South Side RDMV) Ames HWY 30 1-35 RDMV projects. The North Side project will be retirement of the OH 3PH wire and poles, then installing new wire and poles. The South Side will be retirement of the OH 3PH wire and poles, then installing UG cable. The project scheduled start date is 03/01/2021.

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 8-5-2020

Interstate Power and Light Co. (Alliant Energy)  
Name of Company (Applicant - Permittee)

Matthew O. Deam 641-481-6108  
by Phone no.

Recommended for Approval:

Date 8-6-20

 515-382-7355  
County Engineer Phone no.

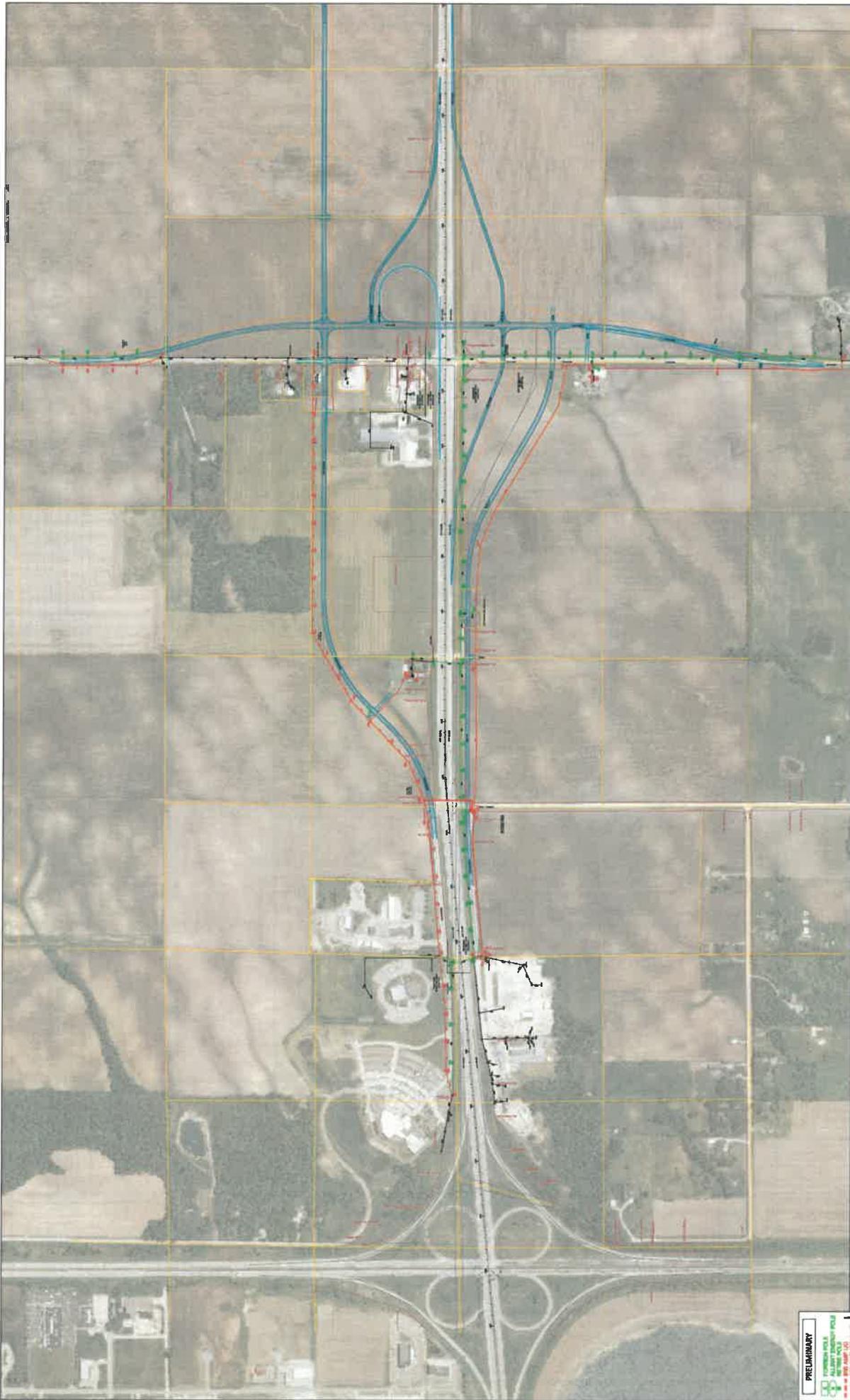
Approved:

Date \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors  
Story County, Iowa

**Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.**





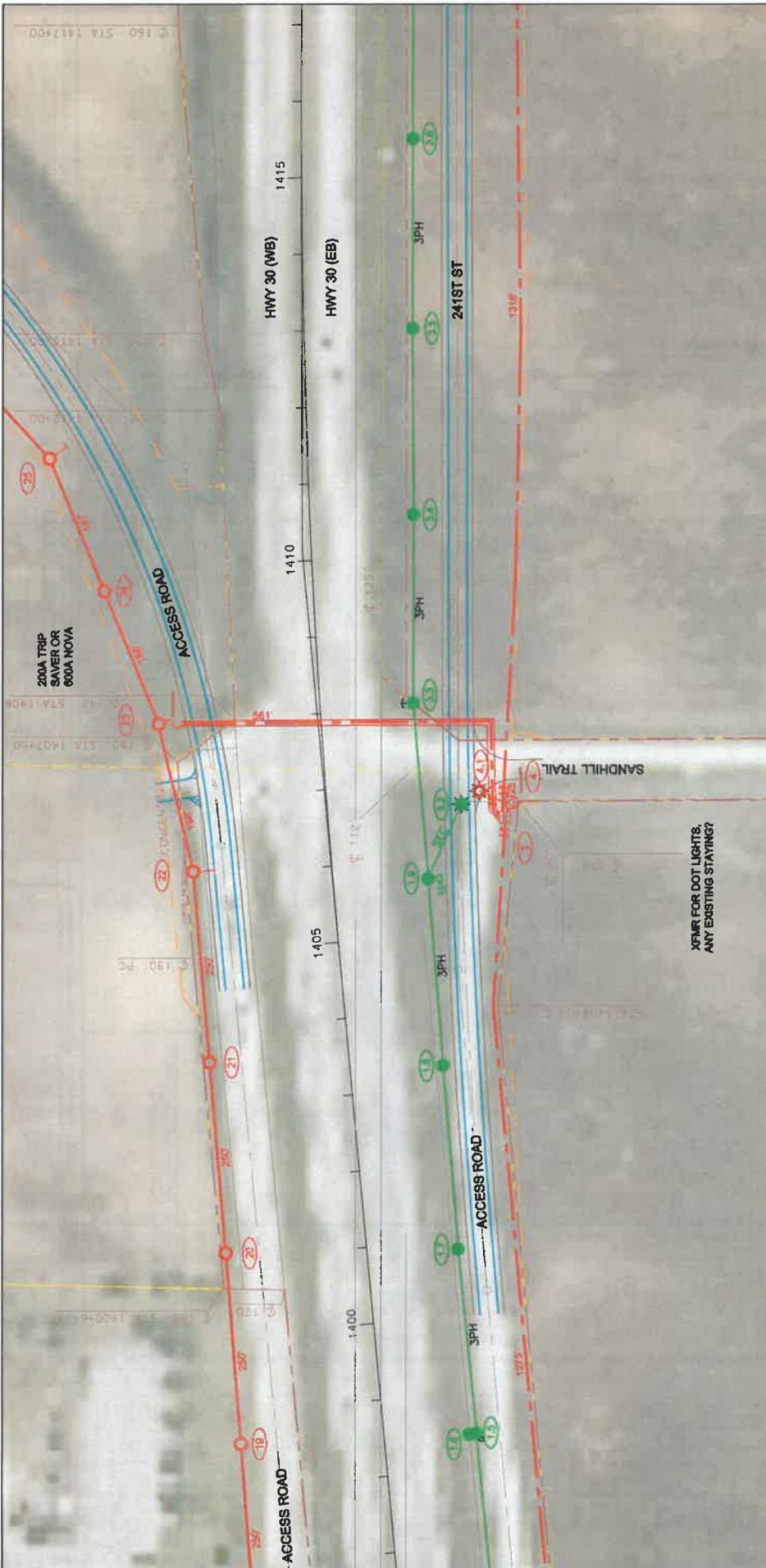
CONSULTING ENGINEER - CIVIL AND SURVEYING  
 11111 10th Street, NW  
 Suite 100  
 Northridge, CA 91329  
 (818) 708-1111  
 www.alliantenergy.com

**ALLIANT ENERGY**

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITTING	08/15/2024	JL	ML
2	ISSUED FOR PERMITTING	08/15/2024	JL	ML
3	ISSUED FOR PERMITTING	08/15/2024	JL	ML
4	ISSUED FOR PERMITTING	08/15/2024	JL	ML
5	ISSUED FOR PERMITTING	08/15/2024	JL	ML
6	ISSUED FOR PERMITTING	08/15/2024	JL	ML
7	ISSUED FOR PERMITTING	08/15/2024	JL	ML
8	ISSUED FOR PERMITTING	08/15/2024	JL	ML
9	ISSUED FOR PERMITTING	08/15/2024	JL	ML
10	ISSUED FOR PERMITTING	08/15/2024	JL	ML
11	ISSUED FOR PERMITTING	08/15/2024	JL	ML
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13	ISSUED FOR PERMITTING	08/15/2024	JL	ML
14	ISSUED FOR PERMITTING	08/15/2024	JL	ML
15	ISSUED FOR PERMITTING	08/15/2024	JL	ML
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17	ISSUED FOR PERMITTING	08/15/2024	JL	ML
18	ISSUED FOR PERMITTING	08/15/2024	JL	ML
19	ISSUED FOR PERMITTING	08/15/2024	JL	ML
20	ISSUED FOR PERMITTING	08/15/2024	JL	ML
21	ISSUED FOR PERMITTING	08/15/2024	JL	ML
22	ISSUED FOR PERMITTING	08/15/2024	JL	ML
23	ISSUED FOR PERMITTING	08/15/2024	JL	ML
24	ISSUED FOR PERMITTING	08/15/2024	JL	ML
25	ISSUED FOR PERMITTING	08/15/2024	JL	ML
26	ISSUED FOR PERMITTING	08/15/2024	JL	ML
27	ISSUED FOR PERMITTING	08/15/2024	JL	ML
28	ISSUED FOR PERMITTING	08/15/2024	JL	ML
29	ISSUED FOR PERMITTING	08/15/2024	JL	ML
30	ISSUED FOR PERMITTING	08/15/2024	JL	ML
31	ISSUED FOR PERMITTING	08/15/2024	JL	ML
32	ISSUED FOR PERMITTING	08/15/2024	JL	ML
33	ISSUED FOR PERMITTING	08/15/2024	JL	ML
34	ISSUED FOR PERMITTING	08/15/2024	JL	ML
35	ISSUED FOR PERMITTING	08/15/2024	JL	ML
36	ISSUED FOR PERMITTING	08/15/2024	JL	ML
37	ISSUED FOR PERMITTING	08/15/2024	JL	ML
38	ISSUED FOR PERMITTING	08/15/2024	JL	ML
39	ISSUED FOR PERMITTING	08/15/2024	JL	ML
40	ISSUED FOR PERMITTING	08/15/2024	JL	ML
41	ISSUED FOR PERMITTING	08/15/2024	JL	ML
42	ISSUED FOR PERMITTING	08/15/2024	JL	ML
43	ISSUED FOR PERMITTING	08/15/2024	JL	ML
44	ISSUED FOR PERMITTING	08/15/2024	JL	ML
45	ISSUED FOR PERMITTING	08/15/2024	JL	ML
46	ISSUED FOR PERMITTING	08/15/2024	JL	ML
47	ISSUED FOR PERMITTING	08/15/2024	JL	ML
48	ISSUED FOR PERMITTING	08/15/2024	JL	ML
49	ISSUED FOR PERMITTING	08/15/2024	JL	ML
50	ISSUED FOR PERMITTING	08/15/2024	JL	ML

PRELIMINARY  
 PROPOSED  
 EXISTING





**PRELIMINARY**

ITC STR  
RETIRE STR  
INVESTMENT STR  
STR NUMBER  
200 AMP (3PH) UG  
200 AMP (1PH) UG  
SEC UG  
PRI OH  
SEC OH  
EXISTING

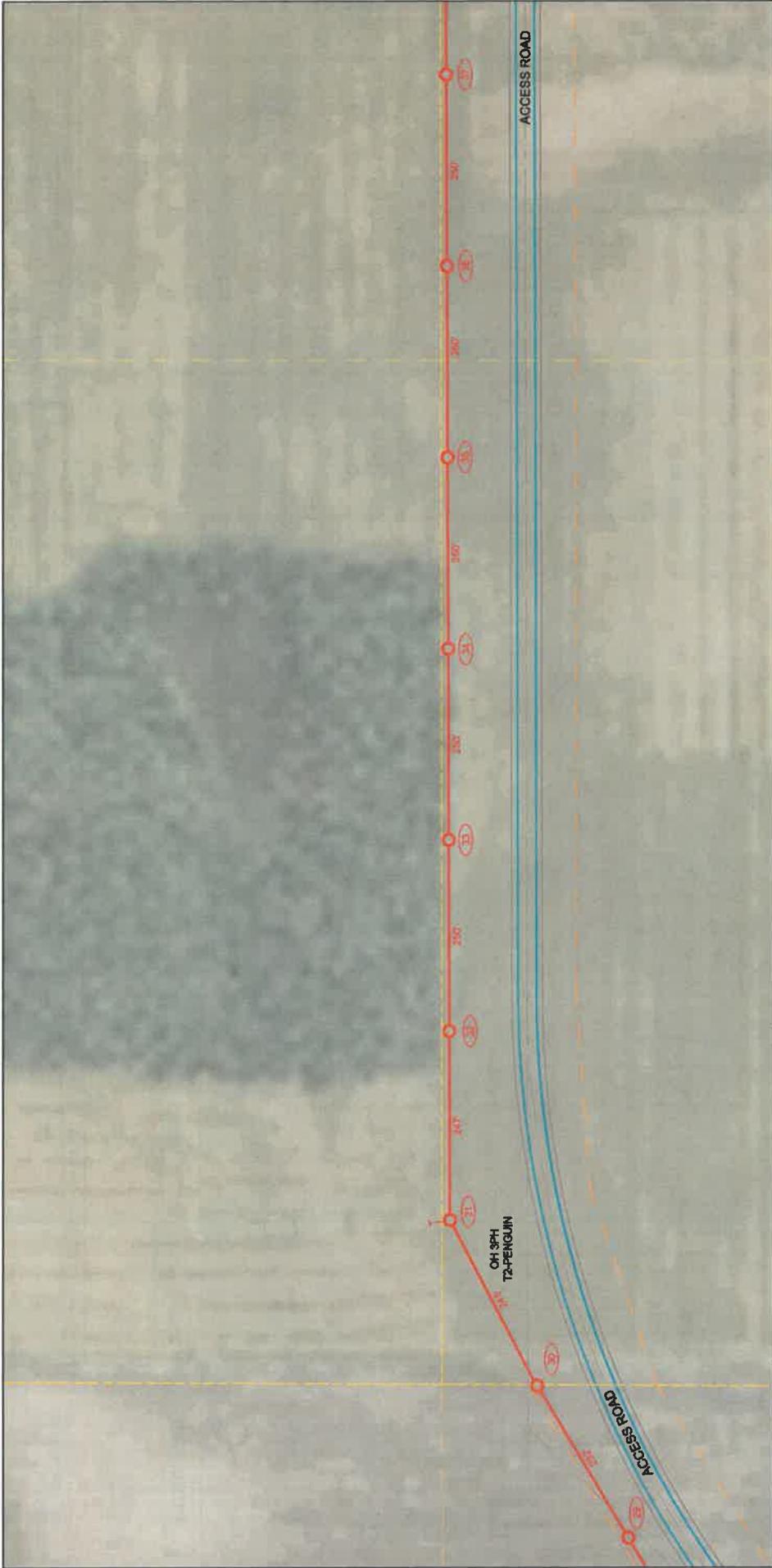
CONSTRUCTION SKETCH - INVESTMENT/RETIREMENT  
BAR2M13 Annex Hwy 30 1-35 to 580th  
1.48MI 3PH 0.27MI 1PH  
North Side RDMV  
WRJ 4200287 SHEET 2 OF 6

**Ulteig**  
Energy Services  
10000 13th Avenue SW  
Eden Prairie, MN 55324  
Phone: 952.885.8800  
Fax: 952.885.8801  
www.ulteig.com

CONTRACTOR: T1 40 028 (ITEM 0-4) VOLUME: 2877 TENSION @ 100%: 400 PLOTING YEAR: 2017  
NOTIFY: T1 40 028 (ITEM 0-4) VOLUME: 2877 TENSION @ 100%: 400 PLOTING YEAR: 2017

**NOTES:**  
1. CALL FOR LOCATES PRIOR TO CONSTRUCTION.  
2. VERIFY ALL LOCATES AND MARKERS WITH THE LOCAL UTILITY.  
3. VERIFY ALL EXISTING UTILITIES AND LOCATES WITH THE LOCAL UTILITY.  
4. TEMPORAL CONTACT ASSESSMENT SHALL BE COMPLETED PRIOR TO CONSTRUCTION.  
5. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.  
6. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.





**PRELIMINARY**

■ ITC STR  
■ RETIRE STR  
■ INVESTMENT STR  
○ STR NUMBER  
○ 200 AMP (3PH) UG  
○ 200 AMP (1PH) UG  
○ SEC UG  
○ PRI OH  
○ SEC OH  
○ EXISTING

**NOTE:**

- CALL FOR LOCATES PRIOR TO CONSTRUCTION.
- VERIFY ALL EXISTING UTILITIES AND RECORD THEM AS SHOWN ON THIS DRAWING.
- TRANSFER ALL RECORDS TO THE CONTRACTOR PRIOR TO CONSTRUCTION.
- VERIFY ALL RECORDS TO THE CONTRACTOR PRIOR TO CONSTRUCTION.
- VERIFY ALL RECORDS TO THE CONTRACTOR PRIOR TO CONSTRUCTION.

CONTRACTOR: T2-400 (2000) (12/14/14) VOL 1 (2000) (12/14/14) TENSION @ 1800 N 4000 6.0 kV 200 PLATTED TANK 1007  
 DESIGN: T2-400 (2000) (12/14/14) VOL 1 (2000) (12/14/14) TENSION @ 1800 N 4000 6.0 kV 200 PLATTED TANK 1007

DATE: 12/14/14

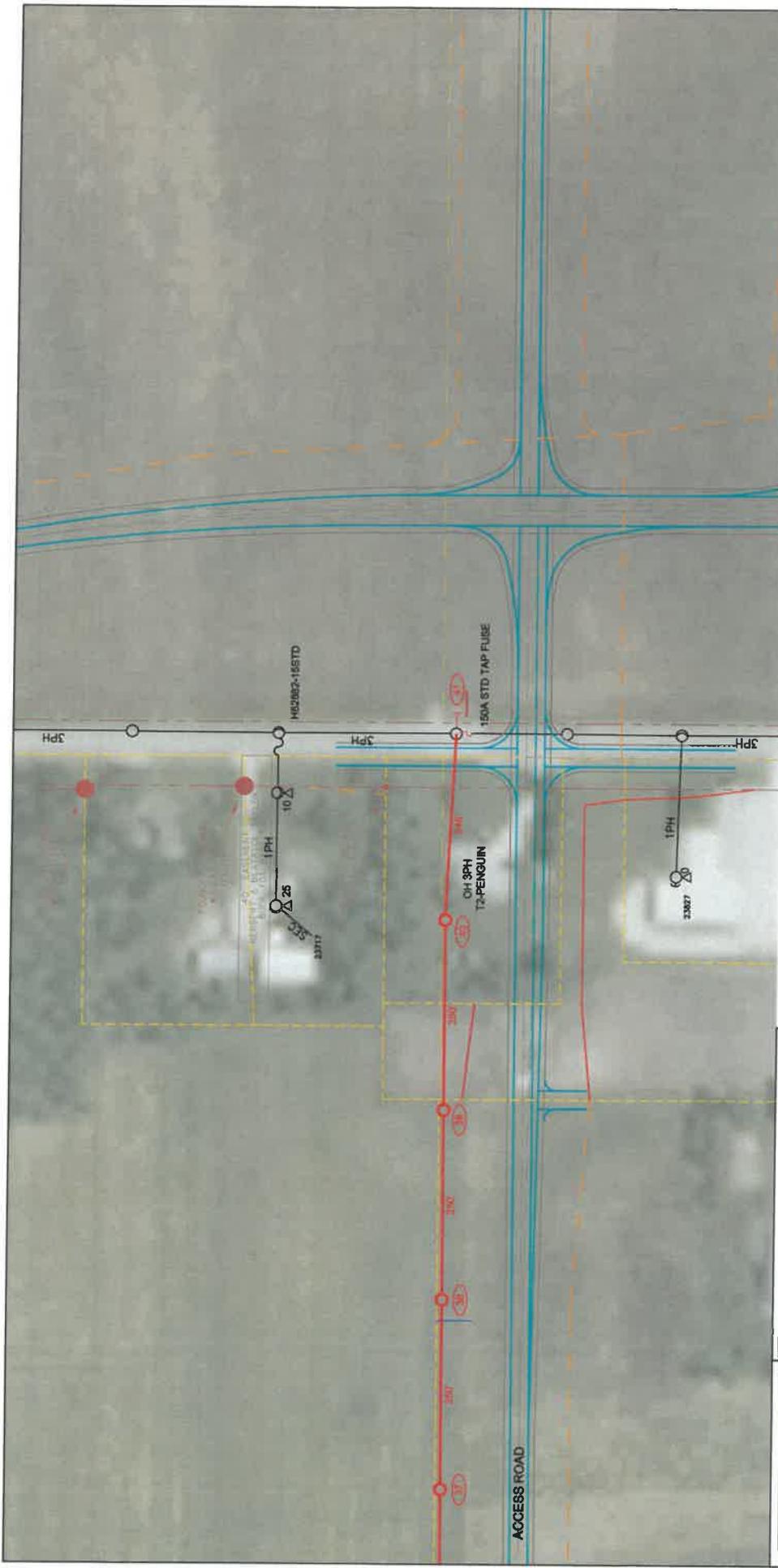
**Ulteig**

Ulteig Energy Services Inc. 10000 10th Street, Suite 100, North Side, ND 58503  
 Phone: 701.782.1000 Fax: 701.782.1001

PROJECT: BARRIZIM 13 AMES HWY 30 I-35 TO 5900th  
 NORTH SIDE RDMV

**ALLIANT ENERGY**

CONSTRUCTION SKETCH - INVESTMENT/RETIREMENT  
 BARRIZIM 13 AMES HWY 30 I-35 TO 5900th  
 1.48MI 3PH 0.27MI 1PH  
 North Side RDMV  
 W# 4200387 SHEET 4 OF 6



**PRELIMINARY**

ITC STR  
RETIRE STR  
INVESTMENT STR

STR NUMBER  
200 AMP (3PH) UG  
200 AMP (1PH) UG

SEC UG  
PRI OH  
SEC OH  
EXISTING

CONDUCTOR: 17.40 ACSE (17.40) VOLTAGE: 25KV TENSION @ 1000' 4.00 8.00 200 250 300 350 400 450 500 550 600 650 700 750 800 850 900 950 1000

NEUTRAL: 17.40 ACSE (17.40) VOLTAGE: TENSION @ 1000' 4.00 8.00 200 250 300 350 400 450 500 550 600 650 700 750 800 850 900 950 1000

**NOTES:**

1. THIS SKETCH IS FOR INFORMATION ONLY.
2. TRANSFORMER LOCATIONS ARE TO BE DETERMINED BY FIELD SURVEY.
3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

**CONSTRUCTION SKETCH - INVESTMENT/RETIREMENT**

BAR21M13 Ames Hwy 30 I-35 to 590th  
1.48MI 3PH 0.27MI 1PH  
North Side RDMV

Wref 4209387 SHEET 5 OF 8

Ulteig

Ulteig Energy Services, Inc. 10000 13th Avenue S.W. Suite 1000, Issaquah, WA 98027  
Phone: 206.881.1000 Fax: 206.881.1001



























## STORY COUNTY UTILITY PERMIT

Date 8/6/20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 200th St., from 61159 200th Street to 20025 610th Ave., a distance of 850 L.F. miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from East ROW line to West ROW line under 610th Ave; and Directional boring from North ROW line to South ROW line under 200th St.; AND ROW Occupancy on the North side of 200th St. installing a 3" PVC water main a minimum of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

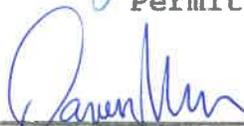
Date 8-5-2020

Iowa Regional Utilities Association  
Name of Company (Applicant - Permittee)

  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 8-5-20

  
County Engineer Phone no. 515-382-7355

Approved:

Date \_\_\_\_\_

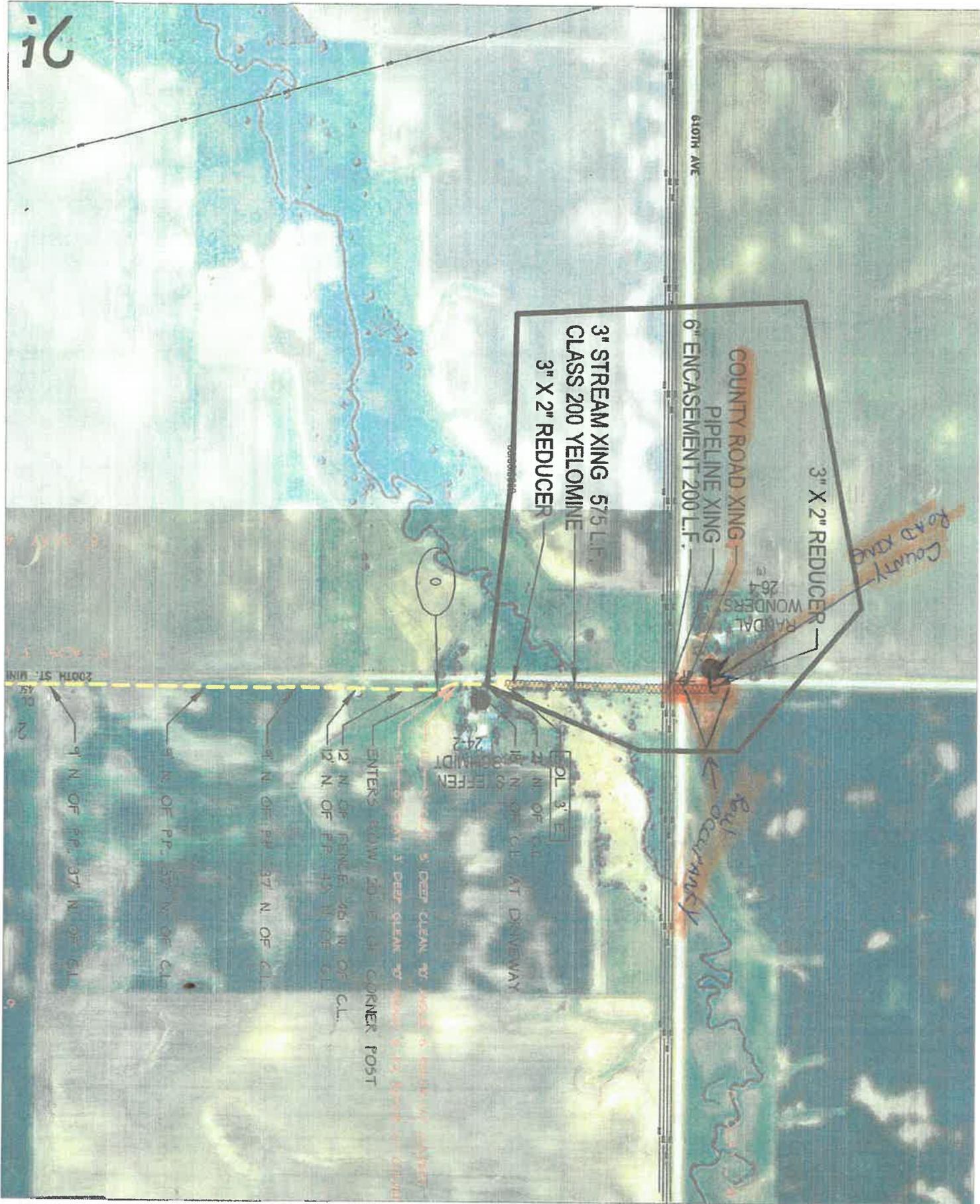
\_\_\_\_\_  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.





1" = 500'



## STORY COUNTY UTILITY PERMIT

Date 8/6/20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route Timberland Drive, from West ROW line to East ROW line, a distance of 100 feet miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from West ROW line to East ROW line under Timberland Drive, in Section 6, Howard Township, installing a 4" PVC Water main a minimum of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 8-4-2020

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 8-5-20

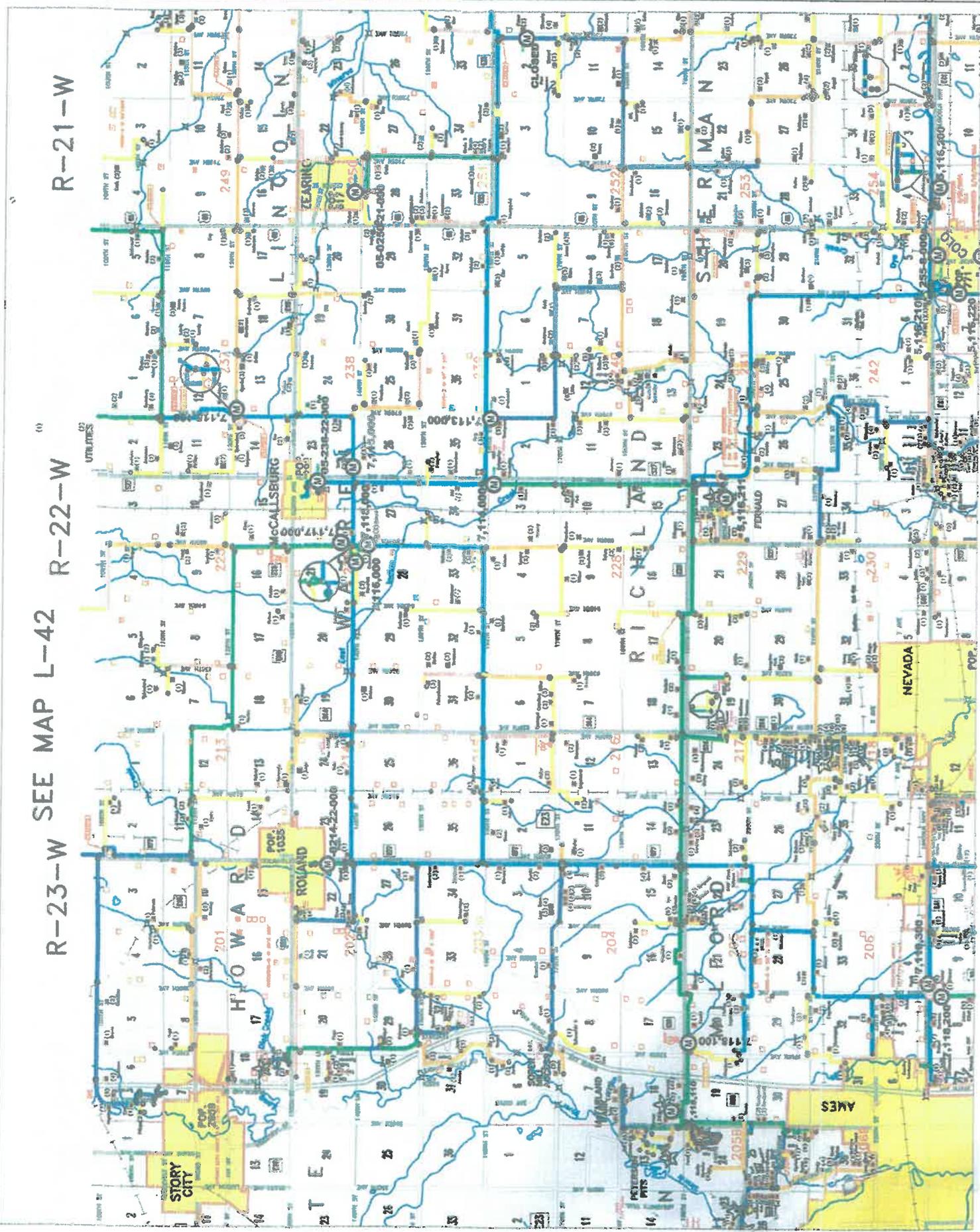
  
County Engineer Phone no. 515-382-7355

Approved:

Date \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



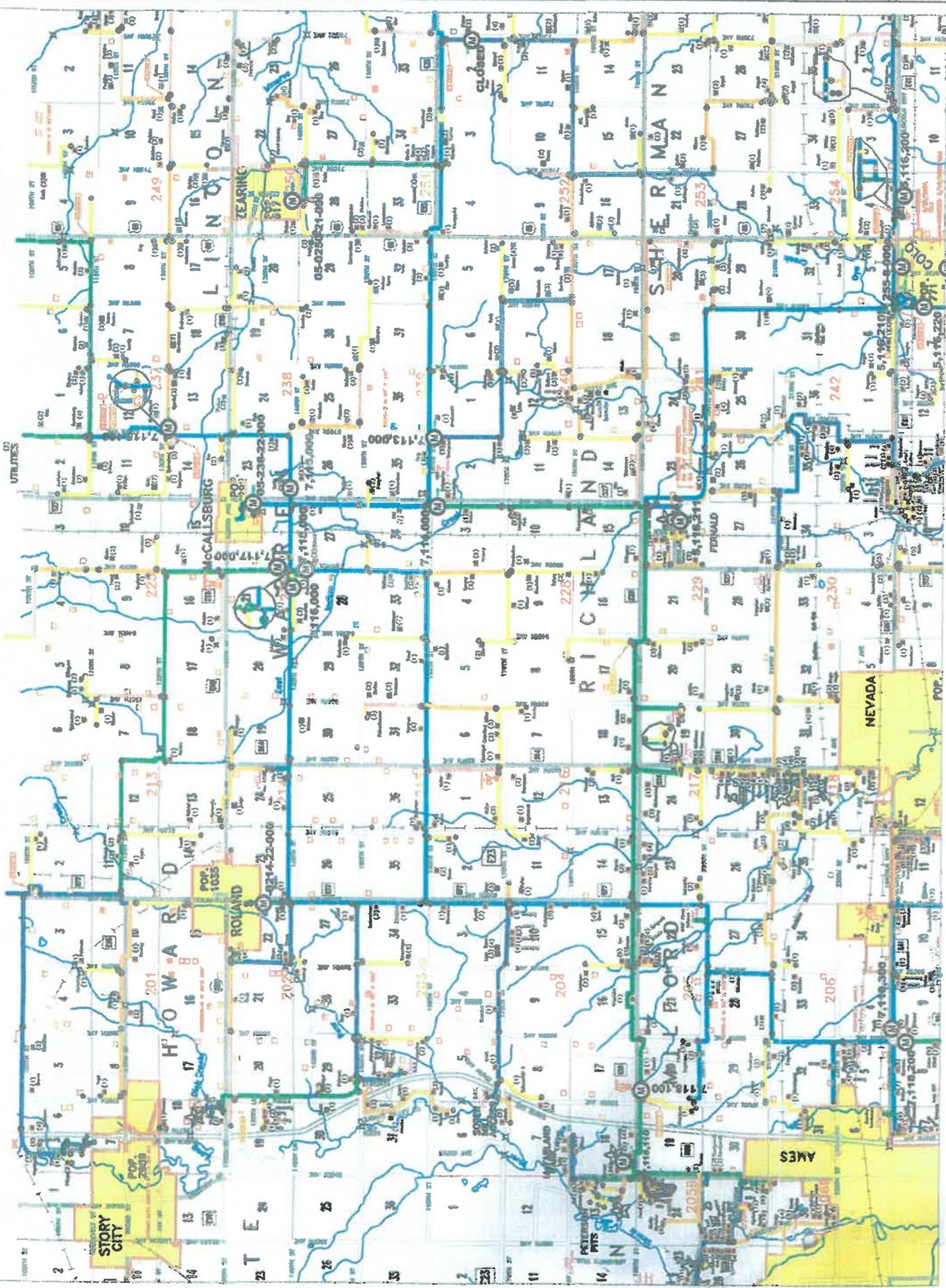
UTILITIES

SEE MAP L-42

R-22-W

R-21-W

R-23-W



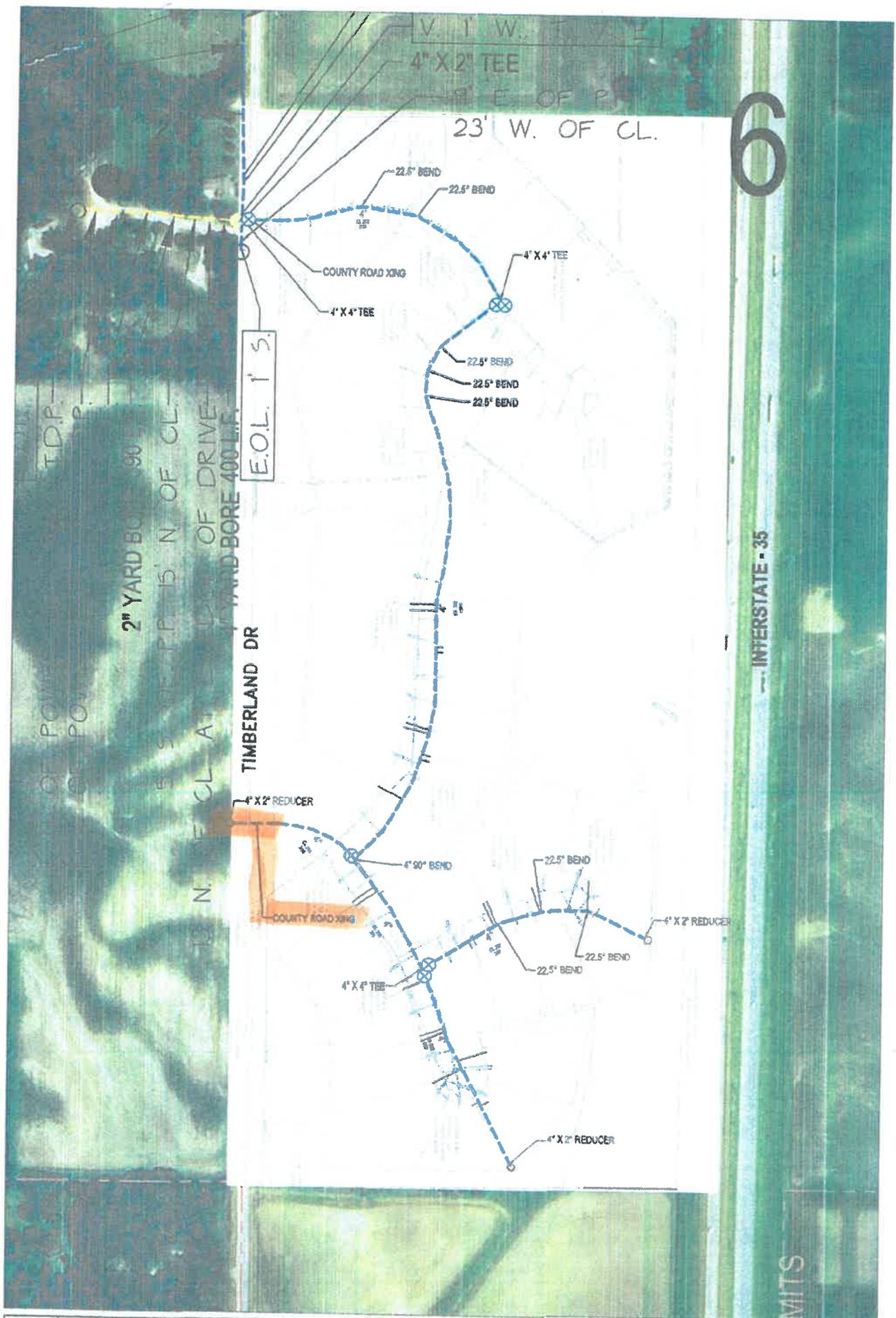
UTILITIES

SEE MAP L-42

R-22-W

R-21-W

R-23-W



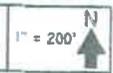
6

INTERSTATE - 35

SHEET 201 PARTIAL	T85N R23W	REVISED BY	DRAWN BY GMK 1/29/2020
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IOWA REGIONAL UTILITIES ASSOCIATION  
 1551 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8254  
 (641) 792-7011

TIMBERLAND  
 RIDGE 1





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Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

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Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Pat Shehan, Special Projects Ranger

Date: August 11, 2020

Re: Consideration of Heart of Iowa Nature Trail-Slater Connector Final Plans, Specifications and Form of Contract and Authorization to Release Bids

---

We are seeking approval of the final plans, specifications and form of contract of Heart of Iowa Nature Trail-Slater Connector. The design was provided by Shive-Hattery and includes approximately .5 miles of a paved trail to connect previous Heart of Iowa Nature Trail paving efforts with the High Trestle Trail.

We request authorization to invitation for bids and set a bid opening date of August 25, 2020.

The Conservation Board recommends approval.

Enclosure

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Approval

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Disapproval

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Date

---

Date





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Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

---

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Luke Feilmeier, Park Ranger

Date: August 11th, 2020

Re: Consideration of Hickory Grove Park Road Resurfacing Bid Award to Manatts, Inc. for \$206,367.12.

---

Story County Conservation would like to award the bid for the road resurfacing project at Hickory Grove Park to Manatts, Inc. for \$206,367.12. The current condition of the road is very poor and in great need for improvements. This project plan was coordinated with the help of the Story County Engineers Office.

This project was budgeted in FY21 for \$180,000.

The Story County Conservation Board recommends your approval.

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Disapproval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Story County  
Secondary Road Letting**

Project Number SCCB-2020-01 - HICKORY GROVE PARK ROADS				Engineers Estimate		INROADS, LLC DES MOINES, IA		MANATT'S, INC. BROOKLYN, IA			
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	SPECIAL BACKFILL	118.40	CY	\$ 35.00	\$4,144.00	\$77.00	\$9,116.80	\$ 63.00	\$7,459.20		
2	EXCAVATION CLASS 10, ROADWAY AND BORROW	191.40	CY	\$ 20.00	\$3,828.00	\$30.00	\$5,742.00	\$ 48.00	\$9,187.20		
3	CLEAN & PREP OF BASE	0.60	MILE	\$ 1,000.00	\$600.00	\$2,800.00	\$1,680.00	\$ 2,800.00	\$1,680.00		
4	PATCHES, FULL DEPTH REPAIR	472.20	SY	\$ 40.00	\$18,888.00	\$50.00	\$23,610.00	\$ 60.00	\$28,332.00		
5	PATCHES BY COUNT (REPAIR)	3.00	EACH	\$ 150.00	\$450.00	\$540.00	\$1,620.00	\$ 175.00	\$525.00		
6	PAV'T SCARIFICATION	17.30	SY	\$ 40.00	\$692.00	\$25.00	\$432.50	\$ 51.50	\$890.95		
7	HMA, ST, BASE COURSE, 1/2 IN. MIX	1063.30	SY	\$ 20.00	\$21,266.00	\$20.00	\$21,266.00	\$ 15.00	\$15,949.50		
8	HMA, ST, INTERMEDIATE COURSE, 1/2 IN. MIX	8540.90	SY	\$ 6.50	\$55,515.85	\$8.00	\$68,327.20	\$ 7.20	\$61,494.48		
9	HMA, ST, SURFACE COURSE, 1/2 IN. MIX	8540.90	SY	\$ 6.50	\$55,515.85	\$8.00	\$68,327.20	\$ 7.20	\$61,494.48		
10	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA.	40.00	LF	\$ 52.00	\$2,080.00	\$66.00	\$2,640.00	\$ 87.00	\$3,480.00		
11	REMOVAL OF PAVEMENT	312.60	SY	\$ 10.00	\$3,126.00	\$12.30	\$3,844.98	\$ 11.85	\$3,704.31		
12	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT BASED	5.00	STA	\$ 100.00	\$500.00	\$550.00	\$2,750.00	\$ 600.00	\$3,000.00		
13	TRAFFIC CONTROL	1.00	LS	\$ 2,250.00	\$2,250.00	\$1,250.00	\$1,250.00	\$ 1,200.00	\$1,200.00		
14	FLAGGER	6.00	EACH	\$ 500.00	\$3,000.00	\$440.00	\$2,640.00	\$ 495.00	\$2,970.00		
15	MOBILIZATION	1.00	LS	\$ 9,000.00	\$9,000.00	\$7,702.20	\$7,702.20	\$ 5,000.00	\$5,000.00		
				<b>TOTAL =</b>	<b>\$180,855.70</b>	<b>TOTAL =</b>	<b>\$220,948.88</b>	<b>TOTAL =</b>	<b>\$206,367.12</b>	<b>TOTAL =</b>	

Recommend Award To: \_\_\_\_\_



# **Board of Supervisors**

Story County, Iowa

## **Temporary Employment Practices and Policies in Response to the Novel Coronavirus (COVID-19) Pandemic**

**Approval Date:**  
08/11/2020

**Effective Date:**

08/11/2020

**Revision No:**

05

**Reference:** BOS Minutes: 08/11/2020

Initially Adopted:03/20/20

**Distribution:**

Intranet,S:drive; Policy Book

### **General Policy Statement**

This policy is intended to address multiple Story County employment-related policies on a temporary basis to ensure the health and safety of Story County employees while providing for continuity of services to Story County residents. The purpose of this policy is to implement various employment-related practices on a temporary basis, that are consistent with OSHA and CDC recommendations for employers while still ensuring the continuity of Story County government.

### **Scope**

This policy is applicable to the following:

All Story County employees responsible to the Story County Board of Supervisors;

All Story County employees responsible to a County elected office holder who has adopted the policy.

All Story County employees not directly responsible to either the Board of Supervisors or a county elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

### **Employee Infection Control Practices**

Story County expects all employees to adhere to the infection control policies outlined in the policy and also communicated to employees through an email sent by the Board of Supervisors Chair, Linda Murken on March 12, 2020. Practices outlined in this policy were developed by recommendations from the CDC and Iowa Department of Public Health. The practices include but are not limited to:

- Engage in respiratory etiquette and hand hygiene while in the workplace
  - Hand hygiene includes washing hands often with soap and water for at least twenty (20) seconds.
  - Cover your cough or sneeze with a tissue (dispose of it immediately) or your upper arm/elbow.
  - Avoid touching your face.
- Immediately advise management/supervisory staff if employees have any of the following symptoms:
  - Fever
  - Cough
  - Shortness of breath
- Provide appropriate notification and stay home from work if symptomatic of COVID-19
- Cooperate with department/offices management regarding staffing coverage for absences related to illness of other employees. This may include working additional hours so symptomatic employees may remain isolated from the workplace, working various duties that are not normally performed by your position and assisting other departments/offices that are experiencing staff shortages.

Employees are further required to comply with any specific department/office rules implemented for infection control purposes within the workplace.

### **Story County Infection Control Practices**

Story County will implement the following practices in an effort to eliminate/reduce exposure to COVID-19 and for infection control purposes.

- Eliminate all non-essential work travel. This includes, but is not limited to travel to conferences, trainings, non-essential meetings with various organizations, or other gatherings. **Exceptions to this may be granted if proper COVID safety protocols and social distancing are put in place.**
- Eliminate all non-essential staff meetings, trainings or employee events **unless proper COVID safety protocols and social distancing are put in place.**
- Make available cleaning products for routine environmental cleaning of work areas (cleaning to be done by staff within the respective department or office).
- Eliminate non-essential gatherings of ten (10) or more individuals **unless area allows for proper social distancing.**

- Utilize electronic means to conduct public meetings unless conducting Public Hearings required by the Iowa Code.
- Use responsible social distancing practices.

### **Identification and Isolation of Employees with COVID-19 Symptoms**

In order to protect the health and safety of all Story County employees prompt identification and isolation of potentially infected employees or individuals is critical. Information concerning COVID-19 has been distributed to all employees and will be displayed within worksites. Employees or individual within any Story County worksites exhibiting symptoms including, but not limited to those identified as being associated with COVID-19 must be immediately isolated from others at the worksite. Employees exhibiting the symptoms at the workplace will also be required to self-quarantine at their home and encouraged to seek medical testing and treatment. If the severity of an employee's condition warrants, emergency medical personnel may need to be contacted.

Story County will follow the protocol sent forth by the Iowa Department of Public Health concerning exposure and quarantine requirements. Symptomatic employees who test positive for Covid-19 should remain at home until they are free of fever (100.4 degrees Fahrenheit or greater using an oral thermometer) or other symptoms for at least seventy-two (72) hours without the use of fever-reducing or other symptom-altering medication and at least ten (10) days have passed since symptoms first appeared. Asymptomatic employees should remain home until ten (10) days have passed since the positive COVID test result. Employees with a documented exposure are to stay home and isolate themselves from others for 14 days post exposure.

### **Paid Leave for COVID-19 Isolation, Testing and/or Recovery**

Symptomatic employees who are sent home or otherwise require to miss work for purpose of isolation, testing, treatment and/or recover from COVID-19 related symptoms may receive up to a maximum of eighty (80) hours of paid leave if classified as full-time. Part-time employees will receive leave on a pro-rated basis dependent on employment status ( $\frac{1}{4}$  time,  $\frac{1}{2}$  time,  $\frac{3}{4}$  time). Temporary employees/interns will receive a number of hours paid leave equal to the number of hours that such employee works, on average, over a 2-week period. This leave will be tracked separately from an employee's sick leave. Employees will only be able to use this leave for the purpose of isolation, testing, treatment and/or recovery from COVID-19 related symptoms. Employees may utilize necessary sick leave benefits if symptoms and medical recovery exceed the COVID-19 paid leave (80 hours for full-time or pro-rated hours for part-time). The County will also provide

any additional paid sick leave benefits and FMLA expansion mandated by the Families First Coronavirus Response Act (FFCRA) approved by the federal government. Once an employee is fever free, symptom free for seventy-two (72) hours and at least ten (10) days have passed since first symptoms have appeared and/or the Iowa Department of Public Health or other medical provider has cleared an employee to return to work the employee is expected to immediately return to work. Story County will follow any additional guidance issued by the Iowa Department of Public Health in regards to isolation or returning to work.

Staff should stay home and isolate themselves from others in the following situations:

- Taken a cruise anywhere in the world in the last 14 days.
- Traveled internationally per CDC recommendation
- Close contact with a confirmed COVID-19 case in the last 14 days.

While there is no longer a recommendation to self-isolate for 14 days after returning home from travel outside of Iowa and within the United States (as long as the traveler remains well and has not been identified as a close contact of an ill individual), travelers should continue to:

- Clean your hands often.
- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub your hands together until they feel dry.
- Avoid touching your eyes, nose, and mouth.
- Avoid close contact with others.
- Keep 6 feet of physical distance from others.
- Avoiding close contact is especially important if you are at higher risk of getting very sick from COVID-19.
- Wear a cloth face covering in public.
- Cover coughs and sneezes.

Exceptions to this may be made to allow essential staff return to work that can't work remotely without isolation and/or if determined that the employee's risk of exposure was minimal: avoided crowds, did not travel by public conveyance (airplane, bus, etc.). This will be determined by the respective department head or

elected official. Every effort will be made to isolate the essential employee within the worksite.

Employees will also be allowed to utilize the COVID-19 leave if they fall within one of the six categories listed in the expanded paid sick leave provision of the FFCRA

- The employee is subject to a Federal, State, or local quarantine or isolation ordered related to COVID-19.
- The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- The employee is caring for an individual who subject to a Federal, State, or local quarantine or isolation ordered related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
- The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Story County trusts that its employees will not abuse this benefit, especially during a time in which all available asymptomatic essential employees will be needed to ensure the continuity of Story County government. Any employee found to violate this trust by abusing this benefit shall be subject to immediate discipline up to and including termination of employment.

### **Leave for Employees in Identified High-Risk Categories**

Employees in essential positions requiring their presence at the worksite who fall into one of the high-risk categories as determine by the CDC may request the department/office to provide an alternate/modified work assignment or leave to accommodate their underlying risk factor(s). Departments/offices will accommodate the leave request to the greatest extent feasible, consistent with the operation continuity of the department/office. If the leave is granted, the employee may utilize any accrued leave (sick, vacation, comp, etc.). If an employee does not have available accrued leave, the employee may be granted unpaid leave.

Employees with disabilities seeking employment-related accommodations may do so in accordance with Story County EEO/ADA Policy. Departments and offices are asked to work with Human Resources when accommodations are requested.

### **Expanded Emergency Paid Family Leave**

- **Caring for Family Members**

Employees providing direct care for an individual that has been subject to a Federal, State, or local quarantine or isolation ordered related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19 may request time off from work from their immediate supervisor. Leave will be granted by individual departments/offices based on staffing needs in accordance with the FFCRA. Employees may use the eighty (80) hours of COVID-19 leave as specified above for the first two weeks of leave. After the COVID-19 leave is exhausted, an employee may use any accrued leave (sick, vacation, comp, etc.) for the remaining absence. If an employee has no accrued leave available, leave without pay will be granted.

- **Caring for individual due to daycare or school closure**

Employees who are obligated to care for immediate family members, children or elderly, due to closures in the community (i.e. schools, child and adult daycares) because of the COVID-19 pandemic may request time off from work from their immediate supervisors. Leave will be granted by individual departments/offices based on staffing needs in accordance with the FFCRA and EFMLA. Employees may use the eighty (80) hours of COVID-19 leave as specified above for the first two weeks of leave. If an employee has already exhausted the eighty (80) hours of COVID-19 leave, the first two weeks will be unpaid unless the employee chooses to use accrued leave (sick, vacation or comp). If an employee is unable to return after the first two weeks of EFMLA they will receive 2/3 of their normal pay for up to an additional 400 hours. Employees may use accrued any accrued leave (sick, vacation, comp, etc.) to cover the additional 1/3 pay.

The emergency expansion of FMLA does not give an additional twelve weeks of FMLA to employees. It allows them to utilize FMLA for the reasons specified above.

- **Support for employees to care for children due to School District opting for online instruction (full or hybrid model)**

Story County acknowledges the challenges faced by parents concerning school instruction this fall. Not all positions within the County provide flexibilities in work schedules or telework options. Where flexibilities exist, departments and offices are encouraged to plan ahead by facilitating discussions with employees to learn how school reopening plans may affect work schedules. Possible solutions to support employees where schools have implemented online instruction and was not a decision made by the employee include the following:

- Telework on certain days of the work week when possible
- Allow flexible schedules when possible
- Use of paid leave to accommodate certain portions of the day/week care is needed
- Unpaid leave of absence

The EFMLA portion of the FFCRA is only required to be provided by the employer when the school is physically closed. The employer may agree to allow intermitted EFMLA for situations that involve a hybrid phase that includes online instruction for certain days at the decision of the school district. EFMLA or other solutions will not be available for situations where the parent/legal guardian chooses not to send the student to in-person instruction at the school (ex: home-schooling or personal decision to choose 100% online instruction). An exception to this may be considered for students who are unable to attend in-person instruction due to a doctor recommendation to quarantine due to health conditions of the student.

Solutions to support employees will be at the discretion of the individual department or office based on its staffing needs unless mandated by law.

### **Insurance Benefits During Unpaid Leave**

Story County will maintain monthly premium contributions while an employee is on unpaid leave due to Covid-19. This includes monthly health insurance and flexible benefit contributions. Employees will continue to pay their contribution through payroll or by separate payment.

### **Telework**

Story County departments and offices must determine what positions are required to be physically present at a work site in order to maintain basic minimum services necessary for continuity of ongoing operations.

Consistent with OSHA recommendation that employers implement policies, such as telecommuting, designed to limit contact between individuals to mitigate spread, departments and offices may permit staff to work remotely to the extent the position duties are able to be performed at the employee's home. Determination as to whether a position is capable of being performed remotely is solely at the discretion of the department/office. Employees that are authorized to work remotely will agree to the terms of the telework agreement attached to this policy. Employees may be granted VPN access and schedules set up for access due to network capabilities. Authorization for VPN access will only be granted by the department head or elected official and allocated as approved by the Board of Supervisors.

### **Contingent Staffing Plans**

Departments and offices are encouraged to consult with Human Resources to develop contingent staffing plans that will ensure sufficient staffing levels for the continuity of operations. Staff may be asked to assist other departments/offices that are experiencing staffing shortages due to COVID-19. Contingent staffing plans will be department/office specific and designed to address the specific operation continuity needs of that department/office.

The Board of Supervisors reserves the right to amend/alter this policy as situations develop due to COVID-19. This policy is non-precedent setting and was implemented specifically to address the County's needs during the COVID-19 pandemic of 2020.



**STORY COUNTY  
BOARD OF SUPERVISORS  
LAURIS OLSON  
LISA HEDDENS  
LINDA MURKEN**

Story County Administration  
900 Sixth Street  
Nevada Iowa 50201  
515-382-7200  
515-382-7206 (fax)

August 11, 2020

Tony Gustafson, P.E.  
Iowa DOT District 1 Office  
1020 S. Fourth Street  
Ames, IA 50010

Dear Mr. Gustafson, (DRAFT)

Thank you for the opportunity to review and respond to the proposed bridge project on S14 over Hwy 30. Based on our review of the proposed project, the Board has the following comments:

1. Story County would like to see the bridge over Hwy 30 at S14 lengthened to allow for a future interchange at this location. We are also in favor of leaving the 6<sup>th</sup> St. at-grade access to Hwy 30 open as long as possible to help reduce the traffic impacts to our gravel roads in this area. We would like the DOT to consider paving Maple Ave. and 610<sup>th</sup> Ave. at the same time as the bridge project since closing direct access to Hwy 30 from S14 will increase traffic on these gravel roadways if an interchange is not built at 6<sup>th</sup> St. If an interchange is proposed at Airport Road, Maple Ave. and 610<sup>th</sup> Ave. will need to be paved anyway so it should be done in conjunction with the S14 bridge project. Also, if an interchange is planned at Airport Road instead of 6<sup>th</sup> St., Airport Road will need to be improved to allow wider farm equipment to use the roadway safely.
2. Story County favors an interchange at 6<sup>th</sup> Street rather than at the Airport Road intersection. We would also like to see a future interchange at 600<sup>th</sup> Ave. as reflected on the attached drawing. This layout is what was recommended by the Nevada Interchange Task Force a few years ago. If a future interchange is not possible, we would at least like an overpass bridge built over Highway 30 at 600<sup>th</sup> Ave. to give farm traffic a safe crossing on their way to the coop on Lincoln Highway.

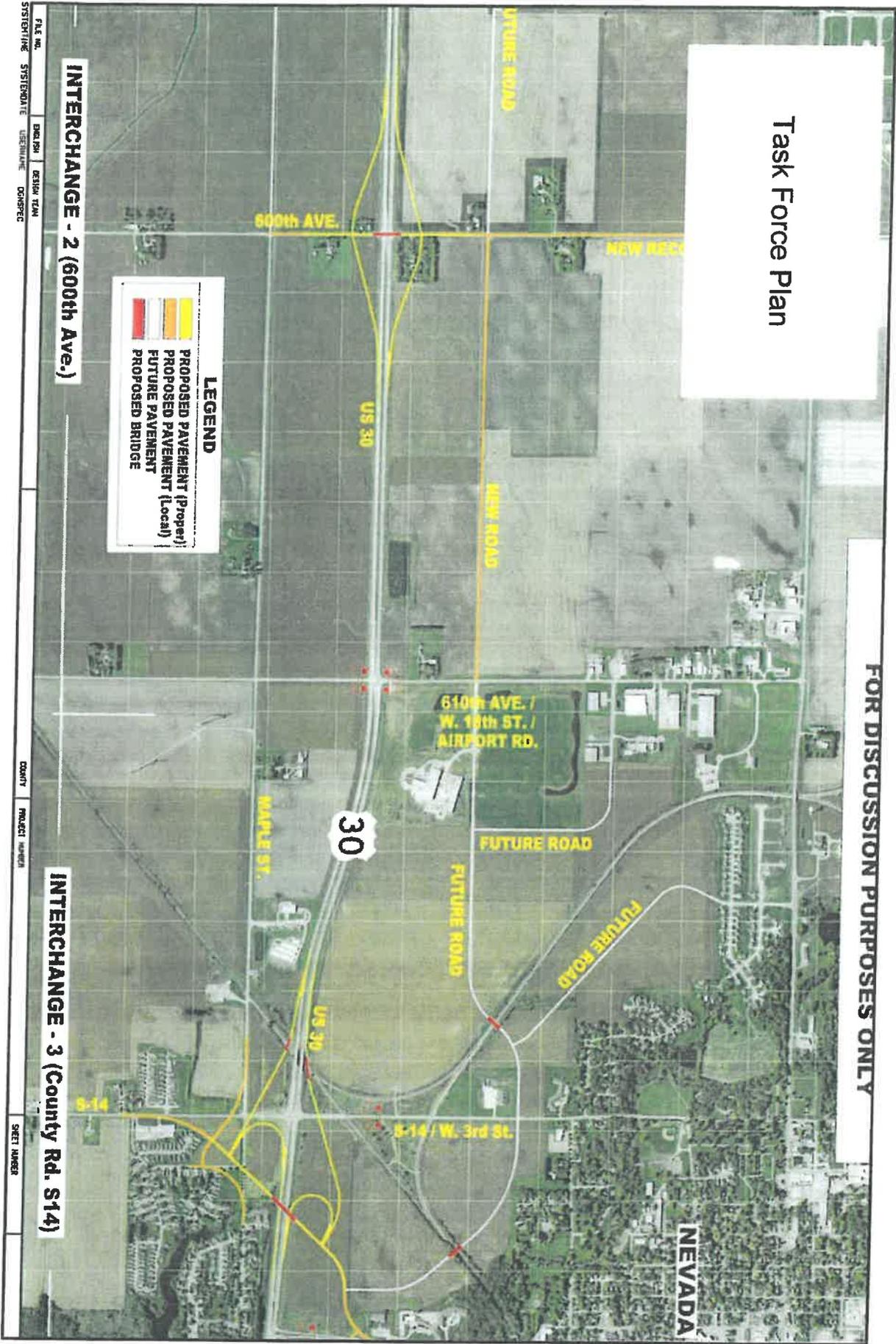
Thank you for your consideration of the Board of Supervisors recommendations on your proposed bridge project. Please let us know if you have any questions or if you would like to meet to discuss these issues further.

Sincerely,

Linda Murken  
Chair, Story County Board of Supervisors

# Task Force Plan

FOR DISCUSSION PURPOSES ONLY



FILE NO. SYSTEMATIC DESIGN TEAM  
SYSTEMATIC DESIGN TEAM

COUNTY PROJECT NUMBER

SHEET NUMBER



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Jerry L. Moore, Planning and Development Director  
**RE:** Special Event Permit Application for Crushed Rock Classic Bike Time Trial  
ADMN 04-20

### Meeting

**DATE:** August 11, 2020

### Applicant's Request

Scott Wall, Race Director for Ames Velo is requesting a Special Event Permit for the Crushed Rock Classic Bike Time Trial planned for Saturday, August 22, 2020 starting at Sunny Heights Bed & Breakfast, 17641 Templeton Road.

### Items Submitted For Request

Special Event Permit application, narrative of race details, flyer of the event, drawings and aerials of race course including details of main gathering location and parking areas, and responses to Planning and Development Department comments/questions, and follow-up information.

### County Regulation

Story County Code of Ordinance Chapter 83 generally requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four hour period and involving more than 250 event staff, volunteers, participants and spectators. Planning and Development Department staff are to coordinate review of the application with the Story County Sheriff's Office, Fire Chief, Ambulance District, Story County Environmental Health, Story County Engineer's Office, Story County Conservation Office, Story County Emergency Management and any other applicable agencies such as cities located within two miles of the event.

### Summary of Race

The bike time trial is a 22.7 mile multi-surface course (paved and gravel roads) approximately 2 ¼ miles northeast of the City of Ames, 1 ¾ miles east of the City of Gilbert, and approximately ¾ miles southwest of the City of Roland. Part of the course is through McFarland Park. Sunny Heights Bed and Breakfast is the race headquarters and main gathering location with parking planned on site, the Skunk River Access (Templeton Rd & 180<sup>th</sup> St), and Peterson Pits located south of Sunny Heights. The course will include; Templeton Road, 175<sup>th</sup> Street, 550<sup>th</sup> Avenue, 170<sup>th</sup> Street, 563<sup>rd</sup> Avenue, 160<sup>th</sup> Street, 550<sup>th</sup> Avenue, 150<sup>th</sup> Street, 570<sup>th</sup> Avenue, 142<sup>nd</sup> Street, 590<sup>th</sup> Avenue, 150<sup>th</sup> Street, 580<sup>th</sup> Avenue, 160<sup>th</sup> Street, 585<sup>th</sup> Avenue, 170<sup>th</sup> Street, 590<sup>th</sup> Avenue, 180<sup>th</sup> Avenue, 580<sup>th</sup> Avenue, 170<sup>th</sup> Street through Underwood Farms LLC and Story County Conservation Board Property, 180<sup>th</sup> Street, and Templeton Road. Approximately 100 to 120 participants (limited to 150) and 25 to 50 spectators and volunteers are anticipated. Time trials



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will start at 10:00 AM and end around 2:30 PM. No vendors are planned and participants are required to bring their own food and water. However, there is a potable water source at Sunny Heights. A generator will be available for an electric source. Portable toilets, washing hand stations, hand sanitizer, first aid kit, and garbage containers will also be provided at the Sunny Heights property main gathering location. Face coverings will be required where staff and participants interact in the main area. Face coverings will not be required when participants are on the course. Ames Velo will have face coverings available for anyone who does not have or bring a face covering to the special event.

If there is inclement weather, participants will be removed from the course and the accessory structure south of the dwelling at Sunny Heights will serve as a shelter. Decisions regarding response to inclement weather will be made by the Chief Referee of USA Cycling officials.

All race volunteers (corner marshals) staged on the course will have bright orange vest, flags, cell phones, and/or short wave radios. A \$3,000,000 insurance coverage certificate will be obtained naming Sunny Heights, Story County, and Underwood Farms as alternate insureds upon receiving approval of the Special Event Permit from the Board of Supervisors.

**On August 3, 2020, Submittal Emailed to Following:**

Story County Sheriff's Office, Fire Chiefs (Gilbert Fire, Nevada Fire), Ambulance District (Mary Greeley), Story County Environmental Health, Story County Engineer's Office, Story County Conservation Office, Story County Emergency Management, City of Gilbert, City of Ames City Manager's Office and Ames Police Department.

**Story County Board of Health recommended approval of the Crushed Rock Classic Bike Time Trial at their August 4, 2020 meeting.**

**Meeting on August 5, 2020 for Reviewers to Discuss Time Trial event.**

In attendance were, Scott Wall, Jason Tuttle, Keith Morgan, Darren Moon, Ray Reynolds, Stephanie Jones and Jerry Moore.

**Meeting Notes**

**Scott Wall** – Applicant – Scott explained the special event request and addressed questions/comments from the meeting participants.

**Jason Tuttle** – Ames Police Department – Jason participated to learn more about the special event, he had no specific comments, and said the event is outside the City's jurisdiction.

**Keith Morgan** – Story County Emergency Management Agency  
Keith said due to the size and location of the course that he would forward the application and materials to the other EMS chiefs in the area so they are aware of the event. Keith also said he would forward the event application information to the National Weather Agency so they could inform the event staff of inclement weather expected in their area on the day of the event. Keith thought that since the course goes through McFarland Park the Gilbert first responders may



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need to use their Gator to address possible incidents with riders in that area. Keith wanted to know their plans for how they intended to maintain social distancing after the race. Scott said they will use their PA system to communicate the importance of social distancing, the site is large and because it's a time trial, not a race, he anticipates that those participants that didn't do well in the race will likely leave after they are finished. Also, Keith requested a name and contact information of a person responsible for making weather decisions. Scott said he is the race director and USA Cycling chief would be making the weather decisions.

**Darren Moon** – County Engineer

Darren said with the larger course and the corn being tall, he was concerned with the many uncontrolled intersections. Scott said on gravel, riders don't typically go that fast on turns to avoid falls. Jerry asked Darren if there were any intersections on the north part of course since there are no corner marshalls, if there were some intersections that were a potential concern and/or had traffic accidents in the past. Darren didn't think so.

**Ray Reynolds** – Nevada Fire Department

He wanted the name and contact information of the person who would be their point of contact in case there was a medical emergency. He suggested the organizers take a crowd control management class on-line and he wanted them to give Keith Morgan the name and contact information of the event medical representative. Scott said he would provide this information.

**Jerry Moore** – Story County Planning and Development – Jerry went through their department review comments. (See agenda center for Planning and Development comments.) Jerry asked why corner marshall's weren't planned for the north part of the course and asked Darren if there are any intersections on the course that are of particular concern with previous accidents.

**Activity After the Meeting**

Story County Sheriff's Office Cpt. Lennie said that they read through the submittal and didn't have any concerns and he planned to brief their staff about the event.

Chief from Gilbert asked what Scott Wall was requesting. Jerry responded back and told him the focus is informing all emergency response staff about the event and identifying and addressing and concerns prior the Special Event application being placed on the Board of Supervisors agenda for action. He said they would have the Gator stationed at McFarland Park in case it's needed for response.

Scott Wall provided updated drawings and an email from Roger Underwood stating he supported their use of his property for the course, provided he is named as an insured.

Mike Cox communicated with Planning and Development staff that he approved the use of McFarland Park and parking areas near 180<sup>th</sup> Street and Templeton Road for the event.

Based on the application submittal, responses to comments, responses to comments raised at the August 5, 2020 meeting, additional submittal information, and input from the departments



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and agencies representatives reviewing the Special Event Permit application, Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit ADMN 04-20 with conditions and alternative 2.**

**Conditions include the following:**

1. The applicant shall submit a copy of the insurance certificate prior to event.
2. Story County Environmental Health is testing the water source at the Sunny Heights race headquarters area. If the water source is determined not to be safe for human consumption and use, the applicant shall be responsible for providing safe potable water for the event.
3. Planning and Development staff will do a site review of the race headquarters area prior to the event.

**Alternatives**

- 1) The Story County Board of Supervisors approves the Special Events Permit as put forth in case ADM 04-20 requested by the applicant.
- 2) **The Story County Board of Supervisors approves the Special Events Permit with conditions as put forth in case ADMN 04-20.**
- 3) The Story County Board of Supervisors denies the Special Events Permit as put forth in case ADMN 04-20.
- 4) The Story County Board of Supervisors tables the Special Events Permit ADMN 04-20 request back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.



PLEASE RECYCLE

# Story County Planning and Development

900 6th Street, Nevada, Iowa 50201  
(515) 382-7245 — pzweb@storycountyia.gov — www.storycountyia.gov

# SPECIAL EVENTS



**This application is to be submitted a minimum of 21 days prior to the event.**  
**All applications are reviewed for comments by other county departments with action by the Board of Supervisors.**

RECEIVED

JUL 31 2020

STORY CO. PLANNING & DEVELOPMENT

**1. Property Owner\***

(Last Name) Metz

(First Name) Alan J & Debra M

(Address) 17641 Templeton Road

(City) Ames (State) IA (Zip) 50010-9261

(Phone) 515/291-2236 (Email) debmmetz@gmail.com

**2. Applicant** (if different than owner)

(Last Name) Wall

(First Name) Scott T

(Address) 1306 Douglas Ave

(City) Ames (State) IA (Zip) 50010

(Phone) 515/233/1611 (Email) smacwall@msn.com

**3. Property Address** 17641 Templeton Road, Ames, IA 50010 **Parcel ID Number(s)** 05-12-400-215

**4. Certification and Signature**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

**\*Acknowledgement of property owner is required and may occur via email or by signature of this application.**

Property Owner Signature Debra Metz + Alan Metz Date 3/12/2020 Applicant Signature Scott T. Wall Date 3/11/20

**Event Information:**

Type of Event: Bicycle Road Race

Proposed Date(s): August 22  
May 16, 2020

Proposed Start Time: 8:00 am Proposed End Time: 5:00 pm

Proposed Location: 22.67 north of  
6.2 mi loop between Sunny Heights and McFarland Park

Estimated Number of Event Staff: 30

Estimated Number of Participants: 120

Estimated Number of Spectators: 50

**Submittal Requirements (see Chapter 83 of the Story County Code of Ordinances for details):**

<input checked="" type="checkbox"/> Filing Fee (required prior to processing): \$50	<input type="checkbox"/> If serving alcohol, a copy of a liquor license
<input checked="" type="checkbox"/> Description of event	<input checked="" type="checkbox"/> Fire prevention and emergency medical service plans; Security plan and/or law enforcement assistance
<input checked="" type="checkbox"/> Site Plan of existing and proposed buildings, structures, tents, parking, barricades, traffic control devices, street route plan, lighting and perimeter/security fencing	<input checked="" type="checkbox"/> Severe weather plan
<input type="checkbox"/> List of signatures and/or copy of correspondence provided to adjacent property owners of the property planned for event	<input type="checkbox"/> Certificate of event/liability insurance
<input checked="" type="checkbox"/> Environmental health plan including plans for fresh water supplies, solid waste containers, collection and disposal, and toilet facilities /portable toilets	<input checked="" type="checkbox"/> Plans for use of amplified sound, start and ending times, and location of speakers indicated on site plan
<input checked="" type="checkbox"/> Name and contact information of all vendors including Food Establishment Permits from the Iowa Department of Inspections and Appeals	<input type="checkbox"/> State electrical permit, if required
	<input checked="" type="checkbox"/> Plans for amplified sound and location of speakers

Receipt No. 570343

Receipt Amount 50

## Event Narrative

### 5<sup>th</sup> Annual Crushed Rock Classic Gravel Bicycle Time Trial Saturday, August 22, 2020

The Crushed Rock Classic Time Trial is a multi-surface bicycle race over a 22.7 mile loop including paved and gravel roads in Story County, IA and trails in McFarland Park (see maps included with application). In 2016, 2017, and 2018 the race was staged out of McFarland Park and the Conservation Center there. In 2019 we moved the race headquarters to Sunny Heights Bed and Breakfast at 17641 Templeton Road and plan to stage it from there this year as well. We expect to draw between 100 and 120 competitors plus another 25-50 spectators and volunteers.

In past years the race was a mass-start event with 3 separate groups of 20-40 riders each, covering multiple laps of a 6 mile loop. Due to the current COVID-19 pandemic we have adopted a time trial format for 2020 and the longer course prevents slower and faster riders from bunching up during the race. In the time trial one rider will start every 30 seconds and riders are not allowed to work together. Riders will do one or two laps of the course depending on their ability. With 30 seconds between riders we expect there to be no more than 8 riders in any given mile of the course at any one time.

The event is limited to 150 participants. Should we get that many the racing will last for about 4.5 hours, from 10:00 a.m. to 2:30 p.m. but we will be on-site from 7:30 a.m. to 4:00 p.m. Entry in the race will be by pre-registration only to prevent crowding at race registration. Riders will know their start times 24 hours before the race so they don't all have to show up at the same time. Race numbers will be assigned in advance so staff can hand them out to riders in their vehicles as they arrive.

Face coverings will be required in all situations where staff and riders must interact which will be mainly around the start/finish at Sunny Heights Bed & Breakfast or in the parking areas. Face coverings will not be required for riders while they are racing. Riders will maintain 10' of separation while waiting to start. Riders must provide their own food and hydration – no sharing among unrelated individuals. McFarland Park hosted a 5K trail running event, A Midsummer Night's Run, on June 27 so there is precedent for holding outdoor events in rural Story County.

The owners of Sunny Heights, Alan and Debra Metz, are on board with using their property as race headquarters. Aside from Sunny Heights there are 3 other homes (served by 2 driveways) nearby. The owners across from Sunny Heights (17588 Templeton Rd) allowed us set up a hilltop sprint line at their driveway for the first three editions of the race and the 2019 edition finished just before their driveway as it will for this year's race.

Ames Velo, an Ames-based bicycle racing club, is promoting the race again this year and will use club members as race staff. Ames Velo will rent portable toilets with hand washing stations which will be placed on the Sunny Heights property. Hand sanitizer will also be available. There will be containers for trash at Sunny Heights as well.

We will have first aid available at Sunny Heights. For anything beyond basic first aid we will contact first responders. Because each participant will ride alone the greatest risk is a fall due to loose gravel. Over the first four years of the Crushed Rock Classic we have not had any medical issues.

Bicycle races are run rain or shine unless conditions are patently dangerous (lightning, hail, tornadoes). In 2018 there were severe thunderstorms in the area and our officials were tracking them on radar before we determined that we could start on time. If severe weather strikes the event can be postponed until the danger passes. If weather strikes during the event we would pull riders off the road as soon as possible. Sunny Heights will serve as our shelter at race headquarters.

I am requesting that Ames Velo's request to hold this event be added to your August 4 agenda for consideration. I've attached a narrative describing the event in more detail, a course map, and a race flyer. Thank you.

Scott T. Wall

Ames Velo Race Director

1306 Douglas Ave

Ames, IA 50010

515-233-1611 (home)

515-382-7216 (work)

[smacwall@msn.com](mailto:smacwall@msn.com) (home)

5<sup>th</sup> Annual  
**Crushed Rock Classic Time Trial**  
 @ Sunny Heights Bed and Breakfast  
 p/b Ridley Bikes

Benefitting:



Promoted by **Ames Velo**  
 Saturday, August 22, 2020

Held under USA Cycling event permit #2020-1158

**Total Cash & Merchandise Prizes: \$800.00**

<u>Category</u>	<u>Distance</u>	<u>Places</u>	<u>Prize List</u>
Open (Cat 1-Novice)	2 laps/45.34 miles	5	\$70/55/45/35/30
Women's Open (Cat 1-Novice)	2 laps/45.34 miles	5	\$70/55/45/35/30
Intermediate (Cat 4/Novice)	2 laps/45.34 miles	4	Merchandise
Fat Bike	2 laps/45.34 miles	3	\$60/45/35
*Enthusiast	1 lap/22.67 miles	None	Bragging Rights

\*Non-licensed riders only. Must buy a USAC one-day (Novice) license.

Annual license holders are welcome to use a Fat Bike (or any bike) in their category race.

USAC license required. One-day licenses are available on-site for \$10.00.

Registration: On-line only! Registration closes at 11:00 p.m. CDT on August 19. Number pick-up begins on-site at 8:30 a.m. on August 22.

Entry Fees: \$25.00 pre-registration only. All riders must have an annual USAC racing license or purchase a USAC one-day license for \$10.00. Enthusiasts pay just \$10.00 but must also purchase a USAC one-day license for \$10.00.

Start Times: First 1-lap rider starts at 10:00 a.m. 2-lap riders will start after the last 1-lap rider. Riders will start at 30 second intervals. Riders will start with one foot on the ground (no holding). Start times will be posted on the event Facebook page by 9:00 a.m. August 21. Award ceremonies will take place 15 minutes after that category's results are posted.

All USA Cycling rules apply – helmets required at all times when on a bike. EVERYONE is expected to wear a face covering when not on the bike and around other people. No follow cars – no technical support. Races held rain or shine.

Overall field limit is a total of 150 riders on the course for the day.

Course: All crushed rock (gravel) except for .62 miles of pavement and .85 miles of mowed prairie double-track. Story County is generally flat but the course crosses the South Skunk River and there are some hills.

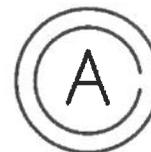
Riders are responsible for bringing their own food and hydration.

Directions: From Interstate 35 take exit 116 0.6 miles west on 190<sup>th</sup> Street to N. Dayton Avenue. Take Dayton north 1 mile to its end at 180<sup>th</sup> Street. Take 180<sup>th</sup> west 0.30 miles to Templeton Road then follow Templeton north 0.40 miles to the top of the hill and Sunny Heights Bed and Breakfast. No parking on the roads. See race Facebook page for parking details.

Contacts: Scott Wall, Race Director, [smacwall@msn.com](mailto:smacwall@msn.com), 515-233-1611

Jason Quinn, Promoter, [jmq303@gmail.com](mailto:jmq303@gmail.com)

Website: <http://www.amesvelo.com>



**BOMBTRACK**  
 BICYCLE COMPANY



The email below plus attachments is going to the Story County Board of Health for their August 4 meeting and we'll see what they say.

Scott Wall

Sent from [Mail](#) for Windows 10

---

**From:** Scott T. Wall  
**Sent:** Tuesday, July 28, 2020 3:18 PM  
**To:** [SCOTT & MICHELLE WALL](#)  
**Subject:** 2020 Crushed Rock Classic Bike Race

Dear Story County Board of Health,

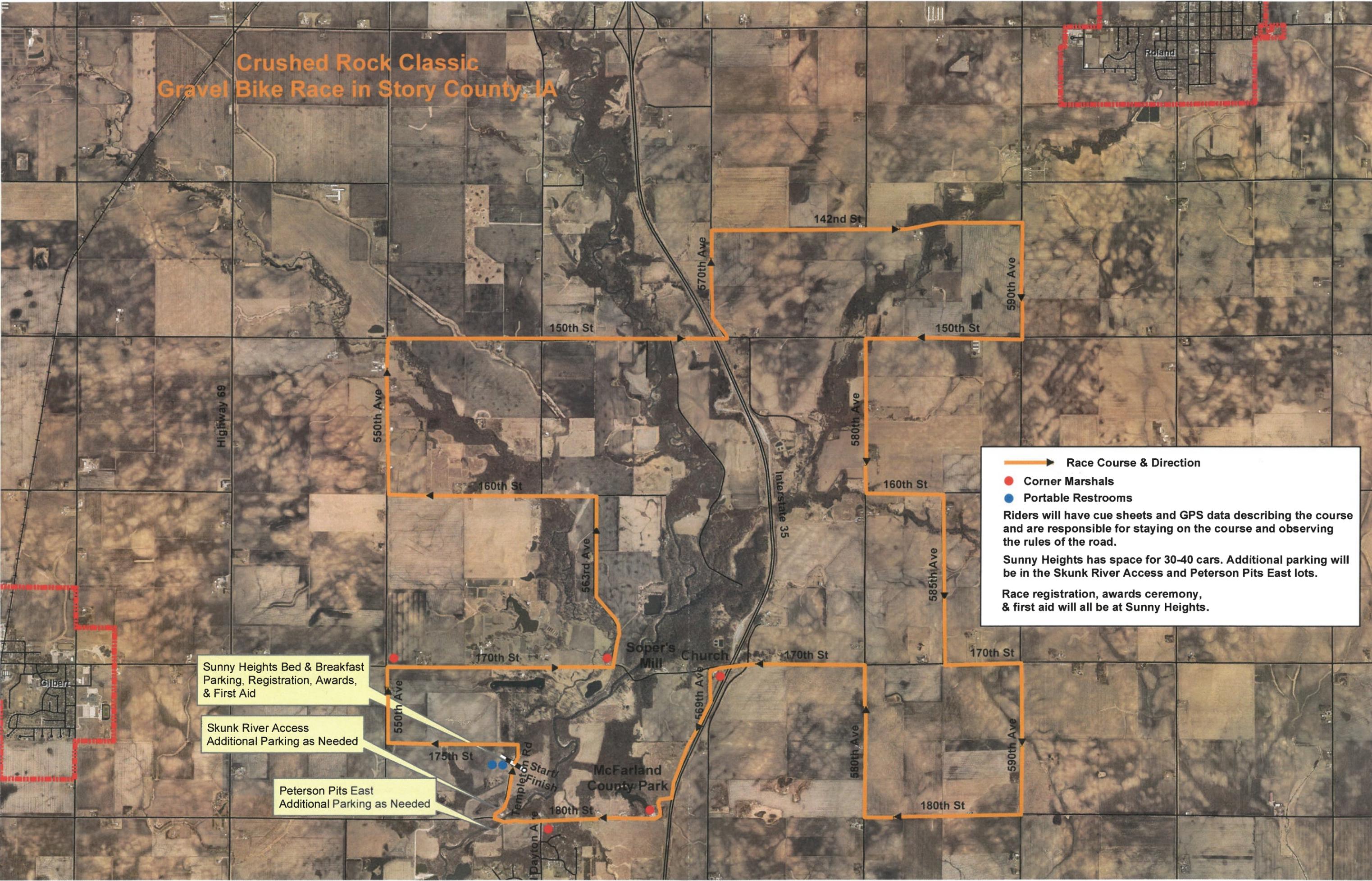
I am the Race Director for Ames Velo, an Ames, IA based bicycle racing team. Over the past 4 years we've promoted a bicycle race on gravel and paved roads around McFarland County Park. This year's race was scheduled for May 16 until the COVID-19 pandemic suspended all bicycle racing through May 31. USA Cycling, the sport's national governing body, began issuing race permits on June 1 so long as race promoters institute additional measures to prevent the spread of the novel coronavirus (hand washing stations, hand sanitizer, face coverings, spacing between people). This effectively eliminates mass-start events from consideration. We had a race weekend planned for August 22-23 in the City of Ames which was a mass-start event but the city has banned all events using city property through August 31.

Ames Velo is proposing to hold the 5<sup>th</sup> Annual Crushed Rock Classic on August 22. This year's race would be held as a time trial in which competitors start individually and ride the course alone for the best time. Riders will start at 30-second intervals and do one or two laps of a 22.67 mile course based on their ability.

USA Cycling requires that race promoters have written authorization from local authorities to hold an event. Story County has a permit process in place through their Planning and Development Department which grants approval for events within rural Story County. New with the current pandemic is a requirement that local health authorities (Health Boards) also grant written approval for events held within their jurisdiction. This could be anything from a letter stating that you are aware of the race and are allowing it to go forward to something as simple as a copy of your meeting minutes stating the same thing. Basically, I need something that says the Board of Health or your representative (Les White I believe?) is aware of the race and do not oppose it.



# Crushed Rock Classic Gravel Bike Race in Story County, IA



**→ Race Course & Direction**

**● Corner Marshals**

**● Portable Restrooms**

Riders will have cue sheets and GPS data describing the course and are responsible for staying on the course and observing the rules of the road.

Sunny Heights has space for 30-40 cars. Additional parking will be in the Skunk River Access and Peterson Pits East lots.

Race registration, awards ceremony, & first aid will all be at Sunny Heights.

Sunny Heights Bed & Breakfast  
Parking, Registration, Awards,  
& First Aid

Skunk River Access  
Additional Parking as Needed

Peterson Pits East  
Additional Parking as Needed

Start/Finish  
Templeton Rd



# Crushed Rock Classic Gravel Bike Race in Story County, IA

Official's Tent

Sunny Heights  
Bed & Breakfast

Parking

Pop-up Tents -  
Registration,  
& Awards

Finish

Start

Sponsor Tents (if any)  
Along east side of barn

Templeton Rd

To Peterson Pits  
East Parking

Skunk River  
Access Parking

180th St

The size of the area denoted for parking is indeterminate at this time. The property owners will mow the area between the barn and the trees to the north extending west from the barn to the tilled field. When that area is full we will direct people to park at the Skunk River Access at the intersection of 180th Street and Templeton Road and to the Peterson Pits East lot.

Pop-up tents will be 10x10 or 10x20 and will be placed along the east side of the barn. The tents and barn will be used for registration, first aid, and the awards ceremony. Trash receptacles will be supplied outside the barn and adjacent to the tents as needed. Water will be supplied from an existing outdoor tap but participants will be strongly discouraged from using water they did not bring with them. Power will come from the Bed and Breakfast and from a portable generator. Portable toilets with wash stations will be sited north of the barn as shown on the map. A tent will be set up overlooking the finish line to shelter race officials from the elements

Pregistration for the race will be online only. No same day registration. We will have a registration person or persons at the Skunk River Access Parking lot to hand out race numbers to participants as they drive in. This eliminates crowding around a registration table. Participants start times will be posted on our race Facebook page 24 hours prior to the event.

There will be trash cans and sanitizer at the Skunk River Access, at the East Peterson Pits parking lot, at the official's tent and outside the entrance to the barn which is on the north side of the structure. The bathrooms will also have a place for trash incorporated into the hand washing stations.

The public address system will be run out of a vehicle parked near the finish line and powered by a generator. We will use the PA to call riders to the start and to encourage anyone who stays in the Sunny Heights area to maintain social distancing.

**→ Race Course & Direction**

**● Portable Toilets w/Handwashing Stations**

**Sunny Heights has space for 30-40 cars. Additional parking will be in the Skunk River Access and Peterson Pits East lots.**

**Race registration, awards ceremony, & first aid will all be at Sunny Heights.**



Story County Planning and Zoning  
**CONCEPTUAL REVIEW**  
Comment Sheet

**Date of Meeting:** Wednesday, August 5, 2020 Zoom Meeting at 1 PM  
**Department:** Planning and Development, Jerry L. Moore  
**Project Name:** **Crushed Rock Classic Time Trial**  
**Applicants:** Scott Wall, Race Director – Site location, Sunny Heights Bed and Breakfast, 17641 Templeton Road

**COMMENTS:**

1. Please show the public water source, electric source, first aid station, hand sanitizer and garbage can locations on the aerial site plan. Can spectators, volunteers and participants fill up their water bottles? What will the electrical outlet be used for? Will the registration and awards tents be located east of the large accessory structure?
2. Please also show the location of proposed event signs on the site plan, including their size and height. There is no permit requirement for temporary signs not permanently attached to the ground and not erected for more than 90 days.
3. Will there be a signage that addresses the face covering requirement and social distancing due to COVID-19 for participants and volunteers when at the Sunny Heights Bed & Breakfast property area? Does the face covering and social distancing requirement apply to spectators? Who will be monitoring compliance? Will you offer face coverings to participants, volunteers and spectators that did not bring a face covering to the event?
4. The neighbor located on the east side of the bed and breakfast and staging area was identified in your narrative. Will you be using their access or driveway for the time trial? If so, has their permission been obtained?
5. If there is inclement weather, who will make the decision to pull riders from the road? How will information be communicated to volunteers and riders about inclement weather? Where will the riders, spectators and volunteers go if there is inclement weather?
6. Please explain why no corner marshals are planned for the north part of the race course. How were the south corner marshal locations determined?
7. Please provide written communication from Mike Cox that they support your use of McFarland Park and the parking areas at 180<sup>th</sup> Street and Templeton Road and Peterson Pits.
8. Are you planning to use sound equipment for public announcements? If so, please show the location and direction of the speakers.
9. Please confirm that no food or beverage vendors are planned for the event.
10. If electrical work is needed, please contact Mark Miller, Iowa Department of Public Safety to see if an electrical permit and inspection is needed. Mark's number is 515-210-0832.
11. Will ambulance and law enforcement staff be stationed at the race or be on-call?
12. A copy of the insurance certificate will be required.
13. Was the race flyer sent to property owners along the race course?
14. Planning and Development department staff will send a notice to adjacent property owners prior to the race.
15. Planning and Development department staff will inspect items identified on the aerial site plan prior to the start of the race, preferably on Friday, August 21<sup>th</sup>.
16. Special Event Applications require action by the Story County Board of Supervisors.

**Comments from Christopher Perrin, Mary Greeley**

I have meetings conflicting with this meeting time.

It looks like reasonable precautions for safe distancing for riders is planned.

What additional face covering/physical distancing requirements will be in place for the estimated 30 staff and 50 spectators?

Will hand hygiene product be available at each tent and for any spotters, etc. that may need to assist riders on route?

**Comments from Ray Reynolds, City of Nevada Fire Department**

No one has reached out to our fire department and I see their medical plan is to rely on first responders. I have some concerns they are just assuming we will have staff available.

I was not aware of a race.



**STORY COUNTY  
BOARD OF SUPERVISORS  
LISA K. HEDDENS  
LINDA MURKEN  
LAURIS OLSON**

Story County Administration  
900 Sixth Street  
Nevada Iowa 50201  
515-382-7200  
515-382-7206 (fax)

August 11, 2020

Mayor John Haila and Members of the Ames City Council  
City of Ames  
515 Clark Avenue  
Ames, IA 50010

Mayor John Popp and Members of the Gilbert City Council  
City of Gilbert  
105 SE 2<sup>nd</sup> Street  
Gilbert, IA 50105

**RE: Ames Urban Fringe Plan Amendment - Areas of Primary Importance to Story County**

Dear Mayor Haila, Mayor Popp, and City Council Members,

Thank you for your support and for agreeing once again to work with Story County through the upcoming Ames Urban Fringe Plan (AUFPP) Amendment process. The AUFPP has been instrumental in providing the mechanism to guide growth and development within the fringe area. Prior to beginning our discussions about the next steps for amending the AUFPP, the Story County Board of Supervisors, Planning and Zoning Commission, and Planning and Development staff met to identify key areas of primary importance to the Board that we would like to discuss for consideration at future meetings. The areas of primary importance include the following:

1. Bring Metropolitan Planning Organization (MPO) planning and programming into the Ames Urban Fringe Plan (AUFPP) and support goals and policies that encourage input from participating jurisdictions. Also, through effective transportation planning, support goals and policies that address cost sharing of road and traffic improvements among the participating jurisdictions.
2. Add housing planning including affordable housing into the AUFPP. This should include goals and policies that include the work of the Story County Housing Trust, results of the countywide housing needs assessment study, and the urban growth areas in the Cornerstone to Capstone (C2C) Plan. Also include goals and policies for infill housing development within the participating jurisdiction's city limits.

3. Review whether Urban Residential Areas match-up with growth projections adopted in the Ames 2040 Plan. Focus attention on where growth is occurring and the growth demand. The Ames 2040 Plan currently shows anticipated growth in the south and west areas when the past growth and interest has been in the north and northwest areas.
4. Support future concentrated develop in Rural Urban Transitional Areas where annexation and extension of city services will occur within a short time period. Adopt goals and policies to address the transition parameters, schedule, and jurisdiction oversight measures to ensure annexation and extension of city services occur in a timely manner. Septic systems can negatively impact our land and water, and should be installed on a limited basis and where it's unavoidable. Full urban level of services are optimal including paved roads and sanitary sewer. Also, provide guidance information to people who buy property in the fringe to share realistic expectations about living in rural areas and the possible time constraints with annexations and receiving city services.
5. Provide guidance to land owners and developers about the expectations in Urban Services Areas where rural water is located and the city requirements regarding full urban city services.
6. Flooding is a concern and there is a need to focus on limiting development and its impact to the floodplain. Also, support goals and policies that address stormwater and flooding retention along squaw creek and the watershed. Lastly, support goals and policies that address the need to improve water quality in the AUPF.
7. Support goals and policies for requiring public lands for accessible park spaces and recreational areas.
8. Review land use designations along U.S. HWY 30 with regard to the Iowa Department of Transportation improvements.
9. Invite the City of Kelley and Boone County to be members in the AUPF.

Again, we value our relationship through the AUPF and 28E agreement. With the current growth patterns in the AUPF and in response to the City of Ames' current growth scenarios from the 2040 Plan, we ask that you consider inviting the City of Kelley and Boone County to become future members of the amended AUPF. We understand that this measure should involve a consensus of all current jurisdiction members.

Lastly, we support our Planning and Development Department staff working with your City staff to begin discussions about the future timeline and scope of the AUPF amendment process.

Thank you and we look forward to working with you and the City Council on this project.

Sincerely,

Linda Murken, Chair  
Story County Board of Supervisors



## Story County Planning and Development

Administration Building

900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 [www.storycountyiowa.gov](http://www.storycountyiowa.gov)

### MEMORANDUM

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**TO:** Story County Board of Supervisors  
**FROM:** Jerry L. Moore, Story County Planning and Development Director  
**RE:** Consideration & action on request to submit a proposed Ames Urban Fringe Plan Map amendment application from Larson Leasing LC, 5650 6<sup>th</sup> Street SW Cedar Rapids, IA for the property located at 23959 580<sup>th</sup> Avenue in Grant Township.

**Date of Meeting:** August 11, 2020

#### Background

The applicant, Larson Leasing is requesting the entities of the Ames Urban Fringe Plan to allow submittal of an Ames Urban Fringe Plan Amendment application to consider a land use designation change from the Industrial Reserve/Research Park Area to the Planned Industrial Area for the 22.3 acre parcel (previously Caremoli) located at 23959 580<sup>th</sup> Avenue currently zoned A2-Agribusiness District. The reason for the request is Larson Leasing acquired the property and they would like to divide up the interior space of the existing building to create spaces for offices and warehouse uses for other future businesses to lease. The proposed uses would be more consistent with the County's CLI-Commercial Light Industrial District zoning.

On April 30, 2020, at a conceptual review meeting, the County's interagency review team reviewed Mr. Larson's plan to create new interior space within the existing building for office and warehouse uses. Planning and Development staff communicated that the property was located in the Ames Urban Fringe Plan area and designated Industrial Reserve/Research Park Area. We also communicated that the proposed uses would require an AUFPP land use amendment and a policy of the AUFPP requires the land use designation change request to be addressed prior to any rezoning request of the County and we recommended Mr. Larson start the discussion and consideration with the Ames Planning and Housing Department staff. Policy 3 for Industrial Reserve/Research Park of the AUFPP indicates prior to considering proposed rezoning, the applicant shall first request an AUFPP amendment to Planned Industrial area. Policy 4 indicates, when development is proposed require urban level design requirements and service standards. Policy 4 of Planned Industrial Area indicates these areas are typically located in areas where infrastructure and services are available. Annexation into the City is required for properties designated Planned Industrial Area including compliance to City regulations, zoning, land use policy, subdivision, and building code requirements.

At their July 28, 2020 meeting, the Ames City Council acted to support allowing Mr. Larson to submit an application for consideration to amend the Ames Urban Fringe Plan map from the Industrial Reserve/Research Park Area to the Planned Industrial Area for the 22.3 acre parcel located at 23959 580<sup>th</sup> Avenue and to also support allowing the submittal of a voluntary annexation petition that may also include two parcels located north of the property as the property owner has an existing annexation agreement with the City. A copy of the Ames Planning and Housing staff memo is posted on the Agenda Center.

#### Board of Supervisors Action



## Story County Planning and Development Department

The item before the Board of Supervisors is whether the Board supports allowing Mr. Larson to submit an AUFPP amendment application to the City of Ames for consideration.

This is the first step in the Ames Urban Fringe Plan map amendment request process. It requires a majority of the three participating entities to support allowing an AUFPP amendment application to be submitted to the City of Ames for all entities to consider. The actual AUFPP amendment request requires support from all three participating entities.

Planning and Development staff recommends the Board of Supervisors support allowing Mr. Larson to submit an AUFPP amendment application for all three entities to consideration.

The Board's action may be accomplished with a motion.

**COUNCIL ACTION SUMMARY**

***Meeting Date: July 28, 2020***

***Agenda Item #: 36***

**SUBJECT:** Ames Urban Fringe Plan Amendment at 23959-580th Avenue (Caremoli)

**ACTION TAKEN:** To allow the applicant to move forward with an application to amend the AUFPP from Industrial Reserve to Planned Industrial (PI) and a concurrent voluntary annexation application.

**MOTION BY:** Gartin

**SECOND BY:** Beatty-Hansen

**VOTING AYE:** Beatty-Hansen, Betcher, Corrieri, Gartin, Junck, Martin

**VOTING NAY:** None

**ABSENT:** None

By: Amy L. Colwell, Deputy City Clerk

Sent to: Kelly Diekmann, Planning & Housing Director

## Staff Report

**REQUEST TO INITIATE AN AMES URBAN FRINGE PLAN AMENDMENT FOR  
PROPERTY LOCATED AT 23959 580<sup>th</sup> AVENUE**

July 28, 2020

**BACKGROUND**

On June 23<sup>rd</sup>, the City Council voted to bring back for discussion a request to amend to the Ames Urban Fringe Plan (AUFPP) Long Term Industrial Reserve designation for approximately 23 acres of land used as the former Caremoli USA plant. The request was made by the property owner, Larson Leasing, LC. See Attachment A for their request.

In February of 2020, City Council reviewed a similar request for the same site related to Papa's Towing Company, but chose not to proceed with a request due to its timing in relation to Plan 2040 and an AUFPP amendment to a different use type. The current owner, Larson Leasing, LC, recently purchased the property this spring. The property owner is now requesting an amendment to the AUFPP in support of a different mix of uses for the existing buildings that would include office, commercial and warehouse space. The owner is open to a solution that would move this proposal forward with the City or the County.

Currently, the Ames Urban Fringe Plan has a current designation of Long Term Industrial Reserve combined with Agricultural for this area along Highway 30 (Attachment B and C). The Reserve designation is a sub-category of the Urban Service Area. The Fringe Plan is clear in its expectation that the Long Term Industrial Reserve land is intended for future annexation and development within the City when there is need for additional land. The Reserve designation was maintained in the AUFPP and even expanded in this area at the time of the City's East Industrial annexation.

The Iowa DOT plans to construct a new interchange in the vicinity of this site creating a primary entrance from Highway 30 to the City's planned Prairie View Industrial Park located to the north along 580<sup>th</sup>/Teller Avenue and Lincoln Way, with plans to complete the project in 2023. This location is viewed as a critical entry into the City's planned industrial expansion area.

The site currently has County A-2 zoning, which allows for agricultural business uses along with other agricultural activities. It does not allow for general commercial or industrial uses. The Caremoli building was consistent with the current A-2 zoning due to its agricultural basis as a business. **Story County Planning has determined that a zoning district change would need to occur for the owner's desired use of the existing building with a mix of industrial and commercial activities, the preferred County zoning district would likely be Commercial/Light Industrial.** However, per the Ames Urban Fringe Plan a rezoning of the site is not permissible under the current Industrial Reserve Designation.

**City staff has determined that the owner's desired uses would require a change in the AUFPP designation from Industrial Reserve to Planned Industrial (PI) or to the Rural Transitional Category and Highway Commercial/Industrial designation. Of**

**these two options, the PI designation is consistent with the current policies of the AUPF, whereas the Highway Commercial designation would be a change of policy to add a new commercial designation.** Attachment C includes relevant AUPF excerpts.

**The Planned Industrial designation itself does not mandate annexation, but is a precursor to annexation.** If the amendment to the AUPF were to be approved the property owner could then move forward with a rezoning within the County and the City's involvement would be complete until some unknown future date when the property may be annexed. However, Staff feels annexation should be considered along with the AUPF amendment due to the proximity of the existing City boundary and plans of future growth with Plan 2040, East Industrial Prairie View Industrial Park, and the future Highway 30 Interchange. The property can be join with property to the north that is already subject to a voluntary annexation covenant and be annexed to City at this time rather than in the future. City utilities are not readily available to serve the area, but the site does not require utility services at this time to reuse the existing buildings.

The location of this site has the potential to be a first impression of the City as a new City entrance and set the tone for surrounding undeveloped properties that are still in the county. Although the site is developed, it would be beneficial to the City to apply urban development and zoning standards to future use or expansion or uses on the site compared to county regulation. The possibility of annexing the site into the City would allow for more control of how the property could be used which may be of interest given the proximity to a new entrance to the City with the future Highway 30 Interchange.

Staff notes that with the further review of the request that if the property is annexed to the City that our current industrial zoning polices do not fit all of the proposed uses since Planned Industrial zoning is not designed to address industrial service and warehousing uses. However, new industrial zoning is planned for the general area in conjunction with the Prairie View Industrial Park that may also apply to this site. The new industrial zoning is planned for review this winter once the utility plans were settled for Lincoln Way.

### **OPTIONS:**

The request is to allow for initiation of a Fringe Plan Amendment that would also require concurrence by Story County to proceed. City Council will need to determine what change is preferable for an application, if any, and the application process of a major or minor amendment.

**If the application were to proceed it could be viewed as a major or minor amendment process due to the range of choices. Staff believes a minor amendment is advisable for a single site if it is consistent with the AUPF Planned Industrial designation. If the initiated amendment includes a broader area or other policy issues it should be classified as a major amendment. However, staff does not believe a major amendment is appropriate at this time with a pending review of the AUPF for 2021 and would not recommend to proceed with it.**

**Option 1: The City Council can choose to allow the application to move forward with an application to amend the AUPF from Industrial Reserve to Planned**

**Industrial (PI) and sign an agreement to annex at a future time when requested by the City.**

This option would allow the property to remain in the county and develop under Story County regulations, with a requirement to provide a consent to annex in the future . Changing to PI is consistent with the current AUFPP. A change to the AUFPP would allow the property owner to proceed with their plans by way of a County rezoning process if the AUFPP is amended. Rezoning the site in the county would likely have the site develop in a manner that is similar to Ames, but with different site improvements, landscaping, and use allowances than the City's zoning districts. As a developed site these issues are less significant than they are with vacant land, but the site is situated at the future Prairie View Industrial Park interchange entrance at Highway 30 and its long term use and appearance is a significant interest for this request.

Delaying annexation to a future date is acceptable in terms of providing for utilities. As a developed site on rural systems it can continue operate and does not require City utilities. The timing of water and sewer extensions south to this site are unknown. The City would likely continue to be served by rural water regardless of annexation.

**Option 2: The City Council can choose to allow the applicant to move forward with an application to amend the AUFPP from Industrial Reserve to Planned Industrial (PI) and a concurrent voluntary annexation application.**

The site can be annexed with an annexation application that includes other adjacent properties. The PI designation is required per the AUFPP and the 28E agreement before annexation could be approved. This area will become a critical entry point into the City once the new interchange is completed (2023). It may be in the best interests of the City to allow for the AUFPP amendment and proceed with annexation to apply City zoning and development controls to the site at this time. No utilities would be extended to serve the site and it would remain on rural water services if it is annexed. If the site is annexed, it would likely require applying a new industrial zoning district to the site in conjunction with rezoning for the Prairie View Industrial Park as envisioned. Alternatively, an interim zoning district could be applied to the site as General Industrial to facilitate the project while continuing with the overall plans for the East Industrial Area.

**Option 3: City Council could initiate an amendment to designate the area as Rural/Urban Transition to allow for High Oriented Commercial land use designation. This option would allow for the County to rezone the site to Highway Commercial/Light Industrial.**

This option removes annexation possibilities and designates it for County control as a transitional area. This designation fits the applicant's proposed uses the best with the County's Highway Commercial/Light Industrial zoning.

**Option 4: City Council could decline to initiate an amendment at this time and wait until the full review of the Ames Urban Fringe Plan with Story County starting in 2021.**

Ames and Story County have agreed to extend the Ames Urban Fringe Plan and related 28-E agreement until July of 2022. The extension was agreed upon to allow for coordination and review of planning issues related to Ames Plan 2040 and the County's interests with the 2-mile planning area of the City. This area would be one of the focal points of discussion due to the new interchange and its proximity to Prairie View Industrial Park. In the interim, the only uses permitted within the existing building would be activities allowed under Story County A-2 zoning.

**STAFF COMMENTS:**

Taking on an AUPF amendment to PI at this time would only be valuable in the context of its annexation options, now or in the future. **Given the property's proximity to the City and the future interchange improvements, annexation consideration is warranted with a proposed AUPF amendment. Option 1 or Option 2 appears to meet the general interest of the applicant and secure some form of annexation agreement with the City.** Staff supports either option as being consistent with the current AUPF. Staff does not support options that require consideration of major amendments to the AUPF due to the pending cooperative review with Story County beginning in 2021.

A minor amendment would take approximately three months for City and County review. If Option 2 is selected, annexation and rezoning would take an additional three to five months. If Council proceeds with Option 2, it would also likely prioritize creating a new industrial zoning district that would best serve future development of the East Industrial Prairie View Industrial Park and apply to this site as well. This zoning work is planned to occur in the winter of 2020-21.

## Attachment A- Applicant's Request

Hi Scott, we can add your request to the non-agenda packet this Friday for their meeting on May 26th. Do you want to use this email, or write one more specifically to the Council asking for them to initiate a specific change for the property to Highway Commercial.

Just let me know how you want this to move forward to them as a communication.

Kelly Diekmann  
Planning and Housing Director

515.239.5400- main | 515.239.5181 direct | 515.239.5404 -fax  
[kdiekmann@city.ames.ia.us](mailto:kdiekmann@city.ames.ia.us) | City Hall, 515 Clark Avenue | Ames, IA 50010  
[www.CityofAmes.org](http://www.CityofAmes.org) | ~ Caring People ~ Quality Programs ~ Exceptional Service ~

<image003.jpg>

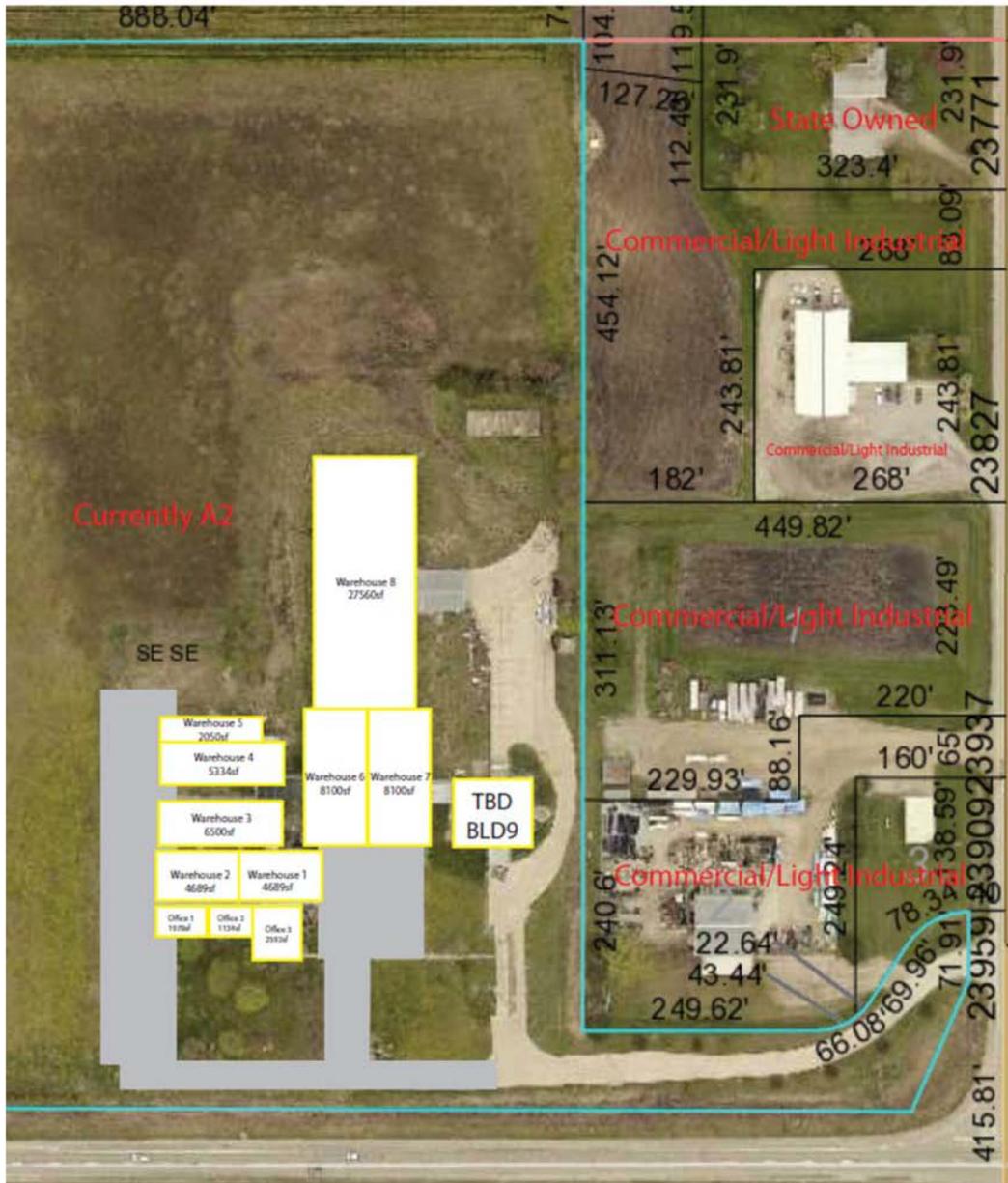
**From:** Scott Larson <[ScottLarson@JMStransport.com](mailto:ScottLarson@JMStransport.com)>  
**Sent:** Monday, May 18, 2020 12:39 PM  
**To:** Kelly Diekmann <[KDiekmann@city.ames.ia.us](mailto:KDiekmann@city.ames.ia.us)>  
**Subject:** rezoning of 23959 580th Ave

Good morning Kelly,

This letter is a follow up with our last phone conversation. We have spoken to Jerry Moore with Story County and received some positive feedback regarding the counties rezoning perspective. The property up for discussion is the former Caremoli property located at 23959 580th Avenue. As we all know, the property is located in the Ames Urban Fringe and is currently zoned Industrial Reserve/Research Park and needs to be Planned Industrial for the type of business we are needing. Our plan is to offer much needed multiple office, shop and warehouse space. We would like to begin the process of this rezoning request as soon as possible as we have potential tenants needing rented space. If it is possible, we would like to have this item added to the next available agenda under Disposition of Communications to Council.

If the city of Ames isn't interested in working with this property I am asking you to make an amendment to the land use agreement and we will continue our rezoning directly with the county. Please let me know if you have any questions or if you need additional information. Thank you and I appreciate your assistance.

# Proposed Facility Layout



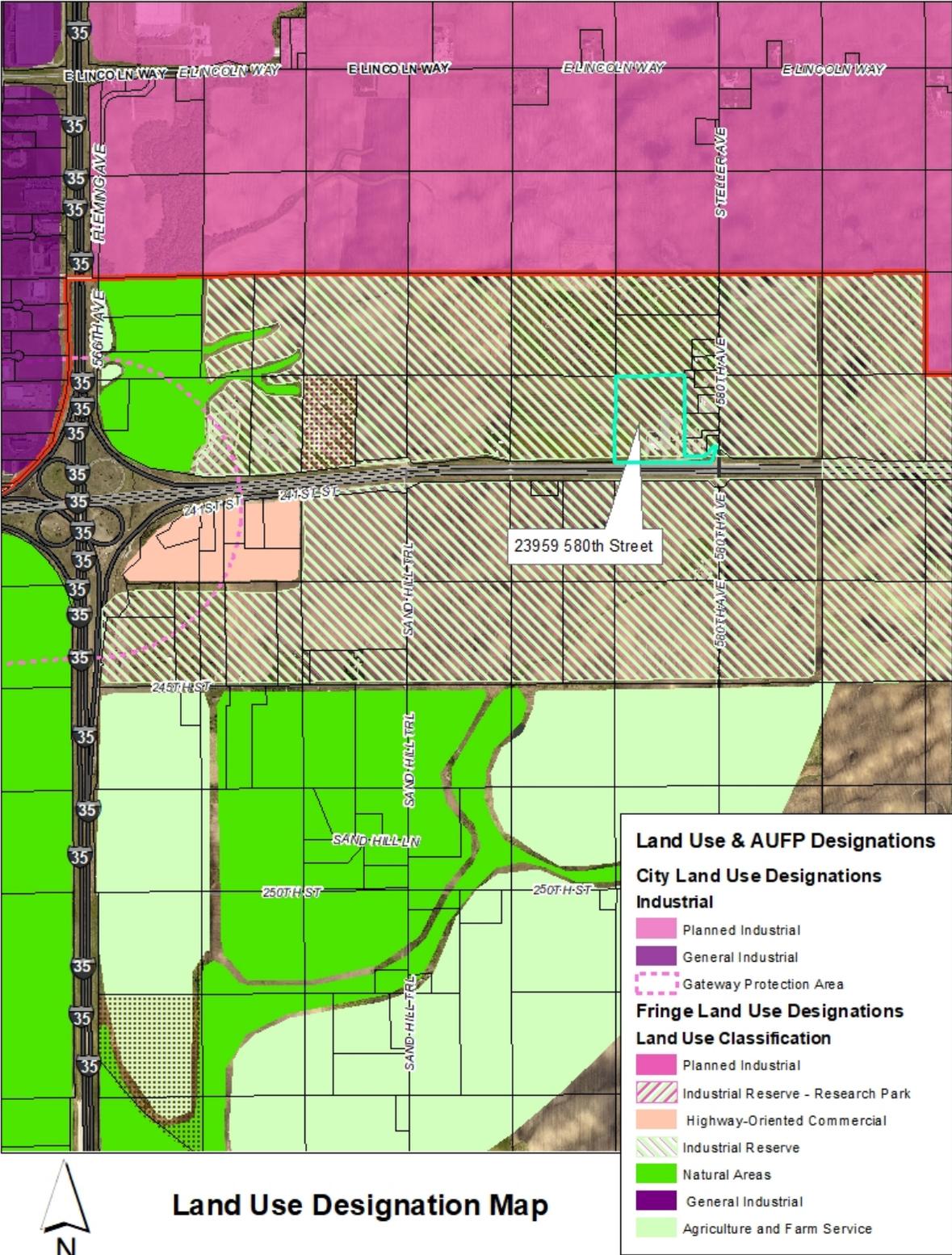
<image004.png>

# Attachment B- Location



**Location Map  
23959 580th Street**

# Attachment C- Ames Land Use and AUFM Map



## Attachment D- AUFPP Excerpts

### Planned Industrial (PI)

Planned Industrial is a designation intended for clustered industrial uses. These uses are strategically located to minimize environmental impacts and conflict with residential land uses. Locations also provide for an orderly and efficient transition between land uses within municipal limits and the unincorporated areas of the county. Such areas involve the integration of uses, access, and appearance.

PI Policy 1: Land uses are clustered/industrial park uses that are larger in scale than most general industrial uses.

PI Policy 2: Locate Planned Industrial uses near limited access thoroughfares and/or major railroad systems to accommodate the transportation of industrial goods and services. Minimize environmental impacts and conflict with residential land uses.

PI Policy 3: Give preference to clustering of uses to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services.

PI Policy 4: Permit Planned Industrial uses when suitable infrastructure and services are available. Require annexation into the city and comply with all municipal regulations, including zoning, land use policy, subdivision, and building code requirements.

PI Policy 5: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR, county and city standards.

PI Policy 5: Require buildings to front major thoroughfares to minimize the appearance of industrial operations and enhance the aesthetics of the road corridor. Require landscape and earthen buffering of parking areas and industrial activity, such as assembly yards, storage locations and loading facilities.

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Additional Policies for All Areas These policies statements are organized based on the Common Goals listed in the section “Vision and Goals for the Urban Fringe.

**Goal 1.3: To provide adequate opportunities for commercial and industrial development.**

Policy 1.3.1: Ensure an adequate supply of commercial land resources. Locate urban commercial services strategically within the communities or in commercial areas designated in the Framework Map and locate agricultural-based commercial services locate in unincorporated areas that provide the most economical and efficient access to the agricultural industry.

Policy 1.3.2: Ensure an adequate supply of industrial land resources. Locate agricultural-based industrial services in unincorporated areas that provide the most economical and efficient access to the agricultural industry. Locate large

industrial services/land uses strategically within the communities or in commercial areas designated in the Framework Map

Policy 1.3.4: Allow existing commercial and industrial uses to be maintained, expanded, or redeveloped. Limit new commercial and industrial development in areas in the Framework Map where the following conditions are met:

- Adequate roads;
- Adequate water and wastewater facilities are provided to serve the proposed industrial/commercial use, including the provision of water for fire suppression; and
- Proposed development will be compatible with surrounding land uses.

Policy 1.3.5: Encourage commercial development serving regional commercial needs to locate within city limits where existing zoning regulations and established adequate public facilities and services for such levels of development exist.

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### **Land Use Designations and Policies for Rural/Urban Transition Area**

This area is intended to be rural in character as it develops, but within an urban setting at some time in the future, beyond the time horizon of the Ames Urban Fringe Plan. Urban services and development standards are required for non-agricultural development in certain critical locations within this area. Annexation agreements and/or other tools also may be utilized to ensure that the future transition into the City of Ames or City of Gilbert is a smooth one.

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## **Highway-Oriented Commercial (HOC)**

This designation applies to commercial land uses along arterial corridors that are primarily designed to accommodate the automobile. It is intended to provide for an orderly and efficient transition between existing or future urban areas and the rural, unincorporated areas.

HOC Policy 1: Highway-Oriented Commercial designation includes commercial uses that are more compatible with the characteristics of rural areas than with urban commercial corridors and centers.

HOC Policy 2: Strategically locate Highway-Oriented Commercial in targeted areas along high traffic transportation corridors. (Relates to RUTA Goal 3.2, 3.5)

HOC Policy 3: Give preference to clustering of uses in order to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services. (Relates to RUTA Goal 3.2, 3.4)

HOC Policy 4: Require urban transportation infrastructure to meet the demands of high vehicular movement. (Relates to RUTA Goal 3.2, 3.3)

HOC Policy 5: Require full urban infrastructure standards under certain conditions such as location with respect to existing or planned urban infrastructure, intensity or size of development improvements, timing of development, development design, and commercial use, such as a restaurants, water intensive uses, or places designed for the gathering of people. Such urban infrastructure standards may include, but not be limited to, wastewater treatment and potable water distribution of sufficient size to support emergency services. If these improvements are not installed at the time of development, require infrastructure assessment agreements. (Relates to RUTA Goal 3.2, 3.3)

HOC Policy 6: Where the city does not require urban standards, require temporary common wastewater collection systems that meet IDNR and city specifications, and temporary common water distribution systems, such as wells or rural water services, that meet specifications of the City of Ames or City of Gilbert. Require agreements that if and when the property is annexed to a city, the land developer and/or landowner shall be responsible for the full cost of abandoning the rural systems and connecting to urban infrastructure. (Relates to RUTA Goal 3.2, 3.3)

HOC Policy 7: Make provisions to protect environmental resources, environmentally sensitive areas and adjacent Natural Areas. (Relates to RUTA Goal 3.4)

HOC Policy 8: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR, county and city standards. (Relates to RUTA Goal 3.4)

HOC Policy 9: Require annexation and development agreements to guide future transition of the subdivision/development into the City of Ames or City of Gilbert. (Relates to RUTA Goal 3.2)



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Planning and Development  
**RE:** Special Event Permit for Flix on the Farm ADMN05-20  
**DATE:** August 6, 2020

### Summary of Applicant's Request

Krista Dunn and Sherry Hosteng have requested a Special Event Permit for Flix on the Farm, planned for August 28 and 29. Flix on the Farm is a two-night drive-in movie with all proceeds benefiting the Ballard Athletic Boosters. The movie will be shown on two temporary screens (20-feet-by-16-feet each) on the Dunn's property at 27682 560<sup>th</sup>. The screens will be located at the south end of the property and face north. The screens will be located on flatbed trailers to increase visibility. A generator will be used for power. The parking area will open at 6:30 pm. A volunteer will be located at the entrance to the property to direct traffic. From the driveway, cars will be directed along the east property line to access the parking area.

The movie will begin at 8:15 pm both nights. Several speakers will be located near the screens facing north and attendees will also be able to listen through FM radio in their cars. After the movie, volunteers will immediately dismiss vehicles, starting with the front row, (the applicant estimates at approximately 10:30 pm).

The site layout includes seven east-west parking modules that can accommodate 25 cars each. Approximately 125 vehicles are anticipated each night. The cars will park facing south towards the screens. The stalls will be 10 feet wide and 18 feet deep. A 30-foot access aisle for each row of stalls will also be provided. A parking stall width of 8.5 to 9 feet, a depth of 17.5 feet, and a 26-foot aisle are required for parking lots with 90-degree parking stalls and two-way aisles in Chapter 88 of the Story County Land Development Regulations.

The applicant will mail a letter to adjacent property owners regarding the event. All adjacent properties are in agricultural production. To prevent any attendees or vehicles from parking on or entering the adjacent fields, property lines will be marked with posts and rope.

Three food vendors (food trucks) will be available on the west side of the site. No alcohol will be served. A copy of the Food Establishment Permit from the Department of Inspections and Appeals is required to be submitted for each food truck. This is recommended as a condition. Ray Reynolds, Nevada Fire Chief, will also conduct an inspection of the food trucks on Friday and Saturday before the event. This is recommended as a condition.



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Four portable restrooms (including one accessible unit) and handwashing stations will also be located on the west side of the site.

There will be one event safety coordinator (Ryan Dunn). At minimum, one volunteer will be trained in CPR. Ten total volunteers are planned.

The applicant will monitor the weather and make the decisions on how to respond to a severe weather event. The applicant has been in contact with Local 5 Chief Meteorologist Brad Edwards to assist in monitoring. Keith Morgan, Emergency Management Coordinator, has also shared the applicant's contract information with the National Weather Service to assist in monitoring. A PA system will be available for any announcements regarding weather or other emergency announcements. There is a 40-foot-by-50-foot machine shed on the property that could be used if an immediate indoor shelter other than vehicles is needed.

Regarding insurance, Fun Flicks Outdoor Movies (the screen vendor) carries a \$1,000,000 policy. The applicant will pay Fun Flicks \$50 to be listed as an additional insured on the policy upon Story County approval of the event. A copy of the insurance certificate is required and recommended as a condition.

The applicant indicates that the drive-in movie concept and spacing of vehicles will allow for social distancing. They are recommending, but not requiring, face coverings for vendors and for attendees if they cannot maintain a six-foot separation distance, for instance in line for the food vendors.

#### **Items Submitted For Request**

Special Event Permit application, narrative, site plan, copy of correspondence with adjacent property owners, and responses to Planning and Development Department comments/questions.

#### **County Regulation**

Story County Code of Ordinance Chapter 83 requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four hour period and involving more than 250 event staff, volunteers, participants, and spectators. Planning and Development Department staff are to coordinate review of the application with the Sheriff's Office, Fire Chief (Nevada Fire), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, Emergency Management and any other applicable agencies such as cities (Ames and Huxley) within two miles of the event.

#### **Meeting on 8-5-20 for Reviewers to Discuss Event**

In attendance were Krista Dunn and Sherry Hosteng, applicants; Ray Reynolds, Nevada Fire Chief; Chris Perrin, Mary Greeley Medical Center; Keith Morgan, Emergency Management Coordinator; Darren Moon, County Engineer; Cathy Bazylnski, Environmental Health; and Amelia Schoeneman and Jerry Moore, Planning and Development.

#### **Comments raised at meeting**



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Cathy Bazylinski, Environmental Health, provided a map and diagram of the septic system. The laterals appear to be in the area where the restrooms/parking are located. Nothing should be placed on the laterals or driven over them. The site plan has since been updated to address this issue.

Darren Moon, Story County Engineer, noted the need for a volunteer to direct traffic. The applicant confirmed this will be a volunteer position. Dust control was discussed. The applicant already has dust control at her property and there is dust control at nearby intersections. As this is a one-time event, Moon noted that additional dust control is not needed.

Keith Morgan, Story County Emergency Management, will pass on the applicant's email to the National Weather Service for additional weather monitoring assistance.

Ray Reynolds, Nevada Fire, suggested passing out a sheet of information to attendees on what the emergency protocols are upon arrival at the event. Reynolds will work with the applicant to inspect the food trucks for compliance with Fire Code on Friday and Saturday before the event. This is recommended as a condition. He also suggested the applicant take crowd management training.

Chris Perrin, Mary Greeley Medical Center, may have an AED through their community outreach program available and has requested it. He also wanted to make sure there was emergency lighting, and that emergency vehicles would be able to access the area. The applicant noted a volunteer would be designated to direct emergency personnel to the location of the emergency and emergency lighting is shown on the site plan.

Planning and Development staff will also work with the applicant to schedule a site inspection on Friday before the event. This is recommended as a condition.

#### **Recommendation**

Based on the application, submittal, applicant responses, and input from the departments and agencies representatives reviewing the Special Event Permit application, Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit ADMN05-20 with conditions** (alternative 2).

#### **Conditions include:**

1. A copy of the Food Establishment Permit from the Department of Inspections and Appeals is required to be submitted for each food truck before the event.
2. A copy of the insurance certificate is required to be submitted before the event.



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3. An inspection of the food trucks by the Nevada Fire Chief or his designee shall occur before the event.
4. Planning and Development Staff shall complete an inspection of the site for compliance with Story County Code Chapter 83 Special Events, the submitted plans, and any conditions on Friday before the event.

#### **Alternatives**

- 1) The Story County Board of Supervisors approves the Special Events Permit, as put forth in case ADMN05-20.
- 2) **The Story County Board of Supervisors approves the Special Events Permit with conditions, as put forth in case ADMN05-20.**
- 3) The Story County Board of Supervisors denies the Special Events Permit, as put forth in case ADMN05-20.
- 4) The Story County Board of Supervisors tables the Special Events Permit request, as put forth in case ADMN05-20, back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.



PLEASE RECYCLE

This application is to be submitted a minimum of 21 days prior to the event.  
 All applications are reviewed for comments by other county departments with action by the Board of Supervisors.

**1. Property Owner\***

(Last Name) Dunn  
 (First Name) Ryan + Krista  
 (Address) 27682 560th Ave  
 (City) Ames (State) IA (Zip) 50010  
 (Phone) 515-321-3190 (Email) kkjolsing3@hotmail.com

**2. Applicant** (if different than owner)

(Last Name) \_\_\_\_\_  
 (First Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**3. Property Address** 27682 560th Ave Ames **Parcel ID Number(s)** \_\_\_\_\_

**4. Certification and Signature**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

\*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Krista Dunn Date 8/3/20 Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**Event Information:**

Type of Event: Drive-in Movie  
 Proposed Date(s): August 28, 29  
 Proposed Start Time: 6pm Proposed End Time: 10:30pm  
 Proposed Location: 27682 560th Ave  
 Estimated Number of Event Staff: 10  
 Estimated Number of Participants: NA  
 Estimated Number of Spectators: 300 - 400

**Submittal Requirements (see Chapter 83 of the Story County Code of Ordinances for details):**

- Filing Fee (required prior to processing): \$50
- Description of event
- Site Plan of existing and proposed buildings, structures, tents, parking, barricades, traffic control devices, street route plan, lighting and perimeter/security fencing
- List of signatures and/or copy of correspondence provided to adjacent property owners of the property planned for event
- Environmental health plan including plans for fresh water supplies, solid waste containers, collection and disposal, and toilet facilities /portable toilets
- Name and contact information of all vendors including Food Establishment Permits from the Iowa Department of Inspections and Appeals
- If serving alcohol, a copy of a liquor license
- Fire prevention and emergency medical service plans; Security plan and/or law enforcement assistance
- Severe weather plan
- Certificate of event/liability insurance
- Plans for use of amplified sound, start and ending times, and location of speakers indicated on site plan
- State electrical permit, if required
- Plans for amplified sound and location of speakers

Receipt No. 570348  
 Receipt Amount \$50

STORY CO. PLANNING  
& DEVELOPMENT  
AUG 03 2020  
RECEIVED



# FLIX ON THE FARM

Hosted by Sherry Hosteng Real Estate &  
Dunn Family Farm

## STORY COUNTY SPECIAL EVENT PERMIT APPLICATION

Submittal Requirements (per Chapter 83 of the  
Story County Code of Ordinances)

Submitted by Krista Dunn and Sherry  
Hosteng  
August 3, 2020

# Description of Event

## The Background

This all started one evening when Ryan and Krista Dunn were sitting outside on their deck, looking towards their hay field, when this idea popped up to host a drive-in movie there. The view is stunning, especially at sunset, and they thought how cool it would be to share that experience with others, while giving the community something fun to do in a socially distant and safe way. On top of that, this would be a great way to give back to the community during these unprecedented times.

Ryan and Krista reached out to their neighbors, Sherry and Travis Hosteng, for their thoughts, and with shared excitement, they started planning this special event together!

## The Concept

We want to host two nights of drive-in movies for the local community and give the proceeds to the Ballard Athletic Boosters to help pay for additional expenses this year due to COVID-19.

The two nights we are planning for are Friday, August 28<sup>th</sup> and Saturday, August 29<sup>th</sup>. We plan on starting the movies at approx. 8:15 pm with the parking area opening at 6:30 pm. We will dismiss all vehicles immediately following the movies.

A different movie will be shown each night, both of which will be family-friendly movies. We are currently working with two movie licensing companies (Swank and Criterion) to secure the rights to play the movies at our event. Some of the titles we have in mind are The Sandlot, Field of Dreams, SING, Grease, and The Blind Side.

Families are welcome to bring their own food and drinks to the event, but we also plan on having 2-3 food vendors on site selling food and drinks. Important to note, no alcohol will be served at this event.

Vehicles will be parked in multiple rows for optimal viewing of the movie screen, while at the same time being spaced far enough apart to allow for social distancing. Families will have the option to listen inside their vehicle via FM transmitter or sit right outside their vehicle and listen through speakers in front of the movie screen.



# Environmental Health Plan

## Portable Toilets & Hand Washing Stations

We reached out to Portable Pro, Inc. for an estimate and availability on portable toilets and hand washing stations. They recommended 3 standard event units, 1 handicap accessible unit and 2 hand wash stations based on the expected attendees and length of the event. They will deliver the units on Thursday, August 27th, and pick up on Monday, August 31<sup>st</sup>.

## Solid Waste Containers, Collection and Disposal

As guests enter to park, we will be handing out a trash bag for each vehicle to use for their trash. We will ask them to take it with them when they leave the event and dispose at their home. We will make an announcement over the PA system before and after the movie showing as well.

In addition, we will have solid waste containers positioned at each end of the rows of parked vehicles.

Each food vendor will be responsible for taking their own trash with them at the end of the event.

We have reached out to Ankeny Sanitation and should there be a need to have them pick up anything additional to our normal weekly allotted amount, they will pick up for an additional \$3.50 per 30-gallon bag.

# Vendors

## FunFlicks Outdoor Movies – Movie Screen and Equipment Vendor

Deb Caldwell - 913-787-2234 – [deb@funflicks.com](mailto:deb@funflicks.com)

## Portable Pro, Inc. – Portable Toilet Vendor

Mindy Lankford - 515-231-1056 – [mindy@portableproiowa.com](mailto:mindy@portableproiowa.com)

## Carlos Quesadillas – Food Vendor

Carlos - 515-450-5132 - [carlosusa1977@hotmail.com](mailto:carlosusa1977@hotmail.com)

## Eat It (Firetruck) – Food Vendor

641-330-5495 - [boarstud@yahoo.com](mailto:boarstud@yahoo.com)

## Whatcha Smokin – Food Vendor

Steve - 515-257-7490

Please note all three food vendors have their Food Establishment Permits from the Iowa Department of Inspections and Appeals. Upon Story County approval of our event, we will request a copy of their permit and send it in to you or have on site during the event, whichever is preferred.

# Event Safety Plan - Fire, EMS, & Security

## Event Safety Coordinator

Ryan Dunn will be our Safety Coordinator on site and responsible for monitoring site safety from the time the vendors arrive to set up, until the last person exits the property. All volunteers and vendors will be provided a safety information sheet with the following information:

- Contact name(s) and mobile number(s) to report any issues during the event
- Event safety rules
- A diagram showing the location of the movie screen and equipment, food vendors, portable toilets, parking flow, entrance and exit location, and location of fire extinguishers and first-aid kits

## Event Safety Rules

Event safety rules and recommendations will be given out to each vehicle as they enter to park. These rules and recommendations will also be announced over the microphone before the movie screening begins. These rules and recommendations include, but are not limited to the following:

- No smoking
- No campfires or grilling on site
- Please use the trash bag given to you upon entrance for your trash and take with you when you leave.
- Practice social distancing at all times (staying over 6 feet away from others that you didn't come with, wash your hands or use hand sanitizer, use face coverings if you can't stay socially distant).
- We ask that you only leave your parking spot to visit our food vendors or visiting the restrooms.
- Respect your neighbors, please refrain from being loud during the movie

## Fire Safety

Our fire safety plan includes measures to avoid fire risks, effective response should an incident occur, planning marked escape routes and firefighting measures.

Efforts to avoid risk include reaching out to local authorities regarding whether there is an elevated fire risk within 45 miles of us. We will also confirm with our vendors before booking them what fire safety measures they have in place or need to be accounted for. As part of our event safety rules, there will be no smoking, no campfires, and no personal grills allowed on site.

It is our understanding Story County will notify local fire departments in advance of our event, but we are willing to do anything necessary to notify them in advance as well. Should an incident occur we will have fire extinguishers available on site for use in the early stages of a fire before the arrival

of trained fire fighters. We will consult with a fire department on the type of fire extinguishers and how many needed for our event/site.

As a precaution, we will check the tag on the fire extinguishers before the event to make sure they have been serviced in the last year. Should we need to use one, we will operate the extinguisher using the PASS method. Our Event Safety Coordinator has been trained on this method. The fire extinguishers will be positioned throughout the site to allow quick access.

Entrances and Exits will be clearly marked with signs that are visible (6 ft. or higher) and illuminated. Should we need to evacuate the site due to fire, our Event Safety Coordinator will make an announcement over the microphone and we will direct people to the exits as quickly as possible.

## Emergency Medical Service Plan

Medical emergencies are always a possibility at any event. If a medical emergency occurs, our Event Safety Coordinator will identify the nature of the emergency and if there is any danger to other guests. He will make the decision to **call 911** based on the severity of the emergency. Should 911 be called, the Event Safety Coordinator will designate a volunteer to meet the arriving emergency responders. We understand the following are signs of a true medical emergency that could occur at our event:

- a. Difficulty breathing, shortness of breath
- b. Chest or upper abdominal pain or pressure
- c. Fainting or loss of consciousness
- d. Unresponsiveness when talked to or touched
- e. Unexplained seizures or convulsions
- f. Sudden dizziness, weakness, or change in vision
- g. Mental change (confusion, unusual behavior, difficulty walking or speaking)
- h. Unexplained severe headache
- i. Sudden or intense pain
- j. Bleeding that won't stop
- k. Coughing up or vomiting blood
- l. Choking
- m. Severe burns
- n. Allergic reaction
- o. Trauma (obvious major injury)
- p. Heat stress or heat exhaustion
- q. Motor vehicle accident

- r. Neck or back injury (trip, slip or fall)
- s. Broken arms or legs

## Medical Workers

We think our event has a very low risk for medical emergencies, thus the level of medical provision on site would be minimal. We factored in the type of audience (families), type of event, location of event, duration of the event, proximity of local medical facilities, and the fact that no alcohol is being served. We will have at least one volunteer trained in CPR on site during the event. We will have first aid kits on site in a permanent structure and signage will be placed showing the location. All that said, if Story County recommends having a First-Aider or Certified First Responder on site, we are open to discussing the best option for our event.

## Security Plan

Based on this event being a drive-in movie targeted to families, we don't see a major need for security or law enforcement on site. We don't foresee any civil disputes or crowd management issues. But, if Story County recommends having professional security or law enforcement on site, we are open to discussing the best option for our event.

We are creating a special t-shirt for all of us to wear at the event, as well as our volunteers, which will help distinguish us from the guests, should someone need assistance with anything security or otherwise.

We do see the potential for children to be unintentionally separated from their parents. All volunteers will be prepared to do the following if they see a child who appears to be lost:

- o Comfort the child, but avoid physically touching him/her.
- o Ask the child if he/she is lost or knows the location for his/her parent or guardian.
- o Refrain from asking too much personal information since children are taught not to give out this information to strangers.
- o Ask other adults in the area for assistance in notifying another volunteer, so an announcement over the PA can be made.
- o Remain in the immediate location and don't take the child elsewhere. Wait with the child until his/her parent or guardian arrives.

If a child is reported missing or lost, we will follow the steps of Code Adam:

1. Obtain a detailed description of the child, including what he/she is wearing.
2. We will immediately stop working, look for the child and monitor entrances and exits to make sure the child doesn't leave the area.
3. Call law enforcement if the child is not found within 10 minutes.
4. If the child is found and appears to have been lost and unharmed, reunite the child with the searching family member.
5. If the child is found accompanied by someone other than a parent or legal guardian, make reasonable efforts to delay their departure without putting the child, volunteers or guests at risk. Immediately notify law enforcement and give details about the person accompanying the child.

# Severe Weather Plan

Living in Iowa you get the opportunity to experience all 4 seasons and the beauty and risk that comes with each. With our event being at the end of August we realize there could be a chance of heavy rain, tornados, lighting, hail, and/or strong straight-line winds. We will make sure we are prepared as possible for severe weather, so we can keep our volunteers and guests safe.

## Weather Monitoring

We will be monitoring the potential threats in the area the days leading up to our event in addition to the day of our event, so we will know if there is a chance of severe weather. We will have a weather radio on site the day of the event, as well use the weather app from We Are Iowa (Local 5) and [www.weather.com](http://www.weather.com) to monitor the weather throughout the day. We reached out to Local 5 Chief Meteorologist, Brad Edwards, and he offered to help us out during our event days in the event there is anything threatening.

## Communication

Krista Dunn will be our point person for executing our weather plan and will make the necessary decisions to respond to a severe weather event. Communication will be associated to trigger criteria. Should a weather trigger occur during the event we will notify all vendors and volunteers first, so they can prepare and help direct/inform guests as needed. Then Krista will make an announcement over the PA with the necessary information.

## FunFlicks Outdoor Movies (Vendor) Weather Policy

We wanted to include the weather policy of our movie screen vendor, FunFlicks Outdoor Movies, because without their equipment and service on site, this event will need to be rescheduled. We will be following their policy for our event. Details from their contract are included below:

- The day of our event between 10:00 am – 1:00 pm they will call to confirm our event. If there is more than a 20% chance of rain or wind is forecasted 15+ MPH, they will not dispatch their tech for delivery without talking to us.
- They do not postpone the event for weather related reasons until the day of the event.
- **40% Chance of Rain:** If there is a 40% chance of rain or if winds are forecasted to be 12+ MPH for the period starting two hours before, during and two hours after the event, they reserve the right to postpone our rental for that date in order to protect their equipment and safety of their hosts.
- **Less than 40% Chance of Rain:** They will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below:

- PROCEED/POSTPONE WEATHER OPTIONS: It is agreed by both parties that [www.weather.com](http://www.weather.com) is the tool used to verify weather percentages. Simply visit [www.weather.com](http://www.weather.com) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 3:00 PM on the day of the event (10 AM for out of town events) to make a final decision, using the following four options:
  1. Move your event indoors: (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
  2. Postpone/Reschedule: You can reschedule your screen rental in accordance with the Weather Assurance Plan chosen during your reservation (Weekday or Weekend).
  3. Take Your Chances: If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
  4. Proceed With Backup Plan: We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with your selected Weather Assurance Plan.

## Shelter Areas

Indoor: Should the need arise to take shelter indoors, we have a 40 x 50 machine shed on the East end of the property. The path to shelter will be clearly defined and communicated should the need arise.

Shelter in Place (Vehicles): In the case of heavy rain or if lightning is spotted, we will pause the movie and direct everyone to go inside their vehicles until it passes.

# Insurance

## Certificate of Event Liability Insurance

Our vendor, FunFlicks Outdoor Movies, carries a \$1,000,000 policy. Upon Story County approval of this event, we will pay FunFlicks Outdoor Movies \$50 to be listed as additional insured on their policy. We will provide the certificate of insurance once we are added. Their insurance request form is included below:

### Request of Proof of Insurance



Thank for your interest in FunFlicks Outdoor Movies. We are happy to provide proof of insurance for your event. To help us, we need your information for our agent. Please fill out the form below, return to us, and we will send to our carrier. Please know that simple proof of insurance and workers comp is free of charge. If you wish to be listed as an additional insured, a fee of \$50.00 will be added to your bill. You may email this form to [deb@funflicks.com](mailto:deb@funflicks.com) or fax to: 913.316.3351.

**Mailing address:**  
FunFlicks KS  
15621 W. 87<sup>th</sup> St. #153  
Lenexa, KS 66219

Name that should appear on certificate \_\_\_\_\_

Mailing address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Physical address where event will take place \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Date of Event \_\_\_\_\_

Business Telephone Number \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Contact Persons Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

I wish to have proof of:

Liability insurance: Free of Charge

Workers Compensation Insurance: Free of charge

Be listed as an additional insured: \$50.00

I wish to have this info :

Emailed to me

Faxed to me

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# Amplified Sound Plan

## Plans for amplified sound and location of speakers

Our vendor, FunFlicks Outdoor Movies, will provide 4 speakers so guests can hear the movie from outside their vehicle. Some guests will choose to listen via FM transmitter inside their vehicle.

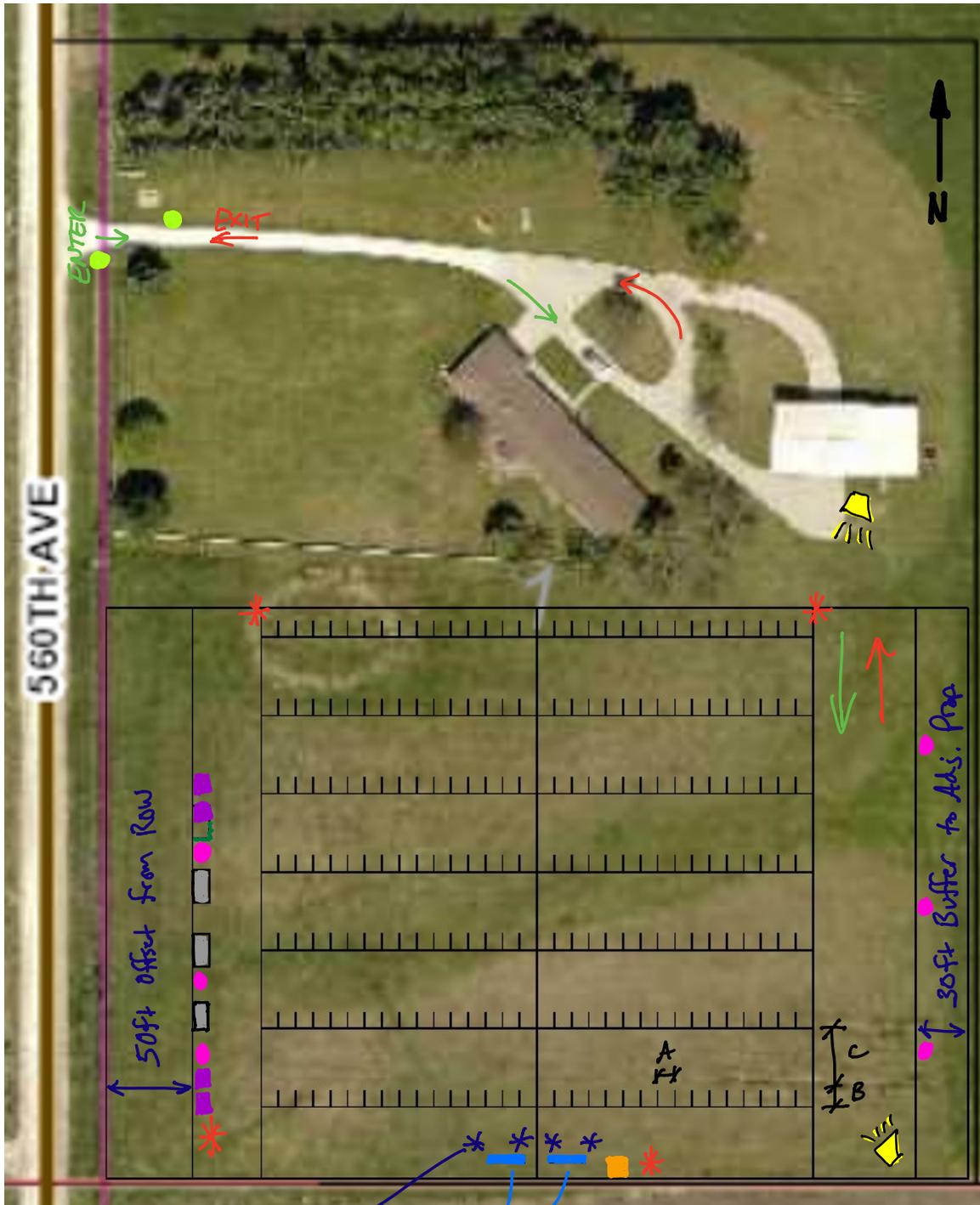
The speakers sit out in front of each screen on either side (shown on the site plan). The start time will be no sooner than 2 hours before the movie showing, so for our event, no sooner than 6:15 pm. The end time will be shortly after our movie showing ends, to make any announcements as guests are leaving. i.e. Thank you for coming; Please take your trash with you on the way out. This should be no later than 10:30 pm.

## Resources

*The Event Safety Guide – A Guide to Health, Safety and Welfare at Live Entertainment Events in the United States*

Created by the Event Safety Alliance

VenuWorks Emergency Action Plan



4 SPEAKERS

2- 20X16 SCREENS  
ON DECK-OVER TRAILER

A - STALL WIDTH = 10ft  
B - STALL DEPTH = 18ft  
C - ISLE WIDTH = 30ft

} 7 Rows  
MAX. VEHICLE CAPACITY  
217

\* - FIRE EXT / FIRST AID

■ - LAVATORIES + HAND WASHING

● - TRASH

■ - POWER SOURCE (GENERATOR)

📢 - EMERGENCY LIGHTING

■ - FOOD VENDORS

● - ENTER/EXIT SIGNS

## COMMENTS:

1. What are the dimensions of the parking spaces and access aisles? Are they large enough that a car may leave during the event? Where is the pathway to leave during the event? Please show the floor on the site plan.

The parking spaces are 10 ft. x 18 ft. and the access aisles are 30 ft. Yes, they are large enough for a car to leave during the event.

2. A parking stall width of 8.5 to 9 feet, a depth of 17.5 feet, and a 26-foot aisle is required for parking lots with 90-degree parking stalls and two-way aisles in Chapter 88 of the Story County Land Development Regulations.

We meet these requirements in our latest site plan.

3. How many parking stalls and rows are proposed?

There will be 7 rows with 25 stalls in a row.

4. From review of an aerial and topography map, there appears to only be a 2.3% slope from the north to southwest area of the property, south of the dwelling and accessory structure. What is planned to provide optimal viewing of the screen from vehicles?

The viewing portion of the screen is 6 ft. off the ground. Per suggestion of FunFlicks Outdoor Movies, we are looking at using a flat-bed trailer to raise the screen up even higher.

5. Will vehicles be kept out of the drainage way that is located on the south quarter of the property?

Yes

6. Where is the exit route? In what order will cars be dismissed? Please show the exit flow on the site plan.

We will have volunteers dismissing each row one at a time, starting with the front row. Updated site plan includes entrance and exit routes.

7. Will pedestrian areas be separated from vehicle pathways and/or marked? For example, routes from the parking spaces to the food trucks or the areas the lines will form for the food trucks.

We will have an area marked with lines and signage for pedestrians in the food truck area.

8. A 50-foot setback from the right-of-way of 560<sup>th</sup> should be maintained by the food trucks and portable restrooms.

We have planned for this. Please see updated site plan.

9. Have you considered requiring participants and vendors to wear face coverings?

We will strongly recommend participants to be courteous of others and wear face coverings when they can't social distance. Please keep in mind, each parking space will be socially distant from another, so they shouldn't need to when watching the movie. We will also recommend vendors wear face coverings.

10. Please show the electric source, fire extinguishers, first aid location, hand wash stations, and garbage receptacle locations on the aerial site plan. Please also show the location and size of the entrance and exit signs. There is no permit requirement for temporary signs not permanently attached to the ground and not erected for more than 90 days.

The signs will be 8 ½" x 11" and will be illuminated and laminated. Please see updated site plan.

11. If electrical work is needed, please contact Mark Miller, Iowa Department of Public Safety to see if an electrical permit and inspection is needed. Mark's number is 515-210-0832.

No electrical work is needed. We will use a generator to operate the movie equipment. All food vendors have their own power.

12. What is the estimated number of participants and volunteers?

We are planning on 500 spectators/participants a night. We plan on having 10 volunteers including ourselves.

13. Will there be an admissions fee or a suggested donation? Will all proceeds go to the Ballard Athletic Boosters?

\$25 for each parking space. Yes, all proceeds will go to the Ballard Athletic Boosters.

14. Thank you for confirming you will provide a copy of the insurance certificate, if the event is approved.

15. Thank you for confirming you will provide a copy of the food establishment permit(s) from the Iowa Department of Inspections and Appeals, if the event is approved. Please send these to our Department prior to the event.

16. Have you communicated with surrounding property owners? Please provide a copy of the correspondence and/or their signatures.

We have communicated with Finch Family Farms and they are okay with the event as long as we mark the property line with posts and rope so vehicles do not park in their field, which we will do. We will send a letter to the 3 other adjacent property owners. See additional attachment for a copy of the letter.

17. Planning and Development department staff will send a notice to adjacent property owners prior to the race.

18. Planning and Development department staff will inspect items identified on the aerial site plan during business hours prior to the start of the event, on Thursday, August 27 or Friday, August 28.

19. Special Event Applications require action by the Story County Board of Supervisors.
20. Please respond to these comments prior to the Zoom meeting on Wednesday, August 5.

**Comments from Christopher Perrin, Mary Greeley Medical Center**

Do you know how many people/vehicles will be allowed? Where is this located for first responder assistance? Will emergency vehicles be able to navigate around the area?

We are planning on 500 people each night. This is located at 27682 560<sup>th</sup> Ave Ames, Iowa 50010. Yes, emergency vehicles will be able to navigate around the area. Side note our driveway is paved.

**Comments from Ray Reynolds, City of Nevada Fire Department**

I will be on the call. It would be recommended the food trucks have a certificate of inspection from DIA (The state of Iowa), large venues, we typically want to get a quick look at the food trucks for meeting fire code.

We will provide these certificates once this event is approved.

**To:** All City and County Government Officials

**From:** Story County Board of Health

**Date:** August 6, 2020

**Subject:** Face Covering Resolution

The Story County Board of Health is asking all municipalities across Story County to adopt a face covering resolution. Current research strongly suggests that requiring face covering use in public places could be among the most powerful tools to stop the community spread of COVID-19.

Recent research has shown that:

- The majority of infections may be attributable to pre-symptomatic and asymptomatic, or “silent” transmission<sup>i</sup>
- Face coverings, including non-medical or cloth face masks and face shields, have been effective in reducing transmission of coronavirus by reducing transmission of infected droplets from the mouth and nose that spread the virus<sup>ii</sup>
- Consistent, widespread use of face coverings in public settings will dramatically lower community transmission of COVID-19<sup>iii</sup>
- Public mandates for use of face coverings appear to be highly effective at increasing compliance and slowing or stopping the spread of COVID-19<sup>iv</sup>

Many organizations or workplaces have already implemented policies requiring face coverings, but for these practices to work at a community level, EVERYONE needs to practice this measure. Areas where public health measures are not practiced are areas where the virus has a higher chance to infect others. If municipalities in Story County can encourage mitigation practices where health measures are not practiced, the risk of transmission will be greatly reduced.

As local officials, your obligation is to act in the best interest of your constituents; in this case, that means saving lives. While we are not aware of a similar study specific to Story County, a recent state-wide survey found that 72% of Iowans believe that everyone should wear a mask/facial covering when out in public to reduce the transmission of COVID-19<sup>v</sup>. Across 24 relevant studies, most stakeholders found physical distancing and use of face masks and eye protection acceptable, feasible, and reassuring<sup>vi</sup>.

With schools and colleges planning to convene this summer and fall, the approach of flu season, and current lack of a vaccine or post-infection immunity, the time to act is now. Adoption of face covering resolutions should be put in place immediately to keep transmission low, prevent our hospitals from being overwhelmed, and protect our most vulnerable community members. We also ask business leaders who offer products and services to the public to require their employees and customers to wear masks whether or not it is required by local law. This vital step will help protect workers and customers.

Such requirements will greatly increase the rate of individuals wearing face coverings. This should be done in conjunction with, not as a replacement for, other mitigation practices, such as hand hygiene, physical distancing, and staying home when ill. For more information, please review the COVID-19 Mitigation Guidance Within Story County- Recommendations From The Story County Board Of Health, available at: <http://www.storycountyiowa.gov/336/Board-of-Health>.

To aid in the development of a unified face covering resolution, recommended guidance has been provided (Appendix 1).

Sincerely,  
Story County Board of Health

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<sup>i</sup> The implications of silent transmission for the control of COVID-19 outbreaks. Seyed M. Moghadas, Meagan C. Fitzpatrick, Pratha Sah, Abhishek Pandey, Affan Shoukat, Burton H. Singer, Alison P. Galvani. *Proceedings of the National Academy of Sciences* Jul 2020, 117 (30) 17513-17515; DOI: 10.1073/pnas.2008373117

<sup>ii</sup> Konda A, Prakash A, Moss GA, Schmoldt M, Grant GD, Guha S. Aerosol Filtration Efficiency of Common Fabrics Used in Respiratory Cloth Masks [published correction appears in *ACS Nano*. 2020 Jun 18;:]. *ACS Nano*. 2020;14(5):6339-6347. doi:10.1021/acsnano.0c03252

<sup>iii</sup> Physical distancing, face masks, and eye protection to prevent person-to-person transmission of SARS-CoV-2 and COVID-19: a systematic review and meta-analysis. Chu, Derek KChu, Derek K et al. *The Lancet*, Volume 395, Issue 10242, 1973 – 1987.

<sup>iv</sup> Community Use Of Face Masks And COVID-19: Evidence From A Natural Experiment Of State Mandates In The US. Lyu, Wei and Wehby, George. *Health Affairs*, 9, No. 8 (2020): 1–7. doi: 10.1377/hlthaff.2020.00818

<sup>v</sup> COVID-19 Wave 3 Re-Opening and Economic Recovery Summary Report. SPPG + Essman Research. *Business Record*, Jul 14, 2020. Available at: [https://134eae71-4677-40e5-ac23-f71ac6d099e6.filesusr.com/ugd/1b1b6d\\_7bbd46cc7e2a4d149602bbc91bd65e6d.pdf](https://134eae71-4677-40e5-ac23-f71ac6d099e6.filesusr.com/ugd/1b1b6d_7bbd46cc7e2a4d149602bbc91bd65e6d.pdf)

<sup>vi</sup> Physical distancing, face masks, and eye protection to prevent person-to-person transmission of SARS-CoV-2 and COVID-19: a systematic review and meta-analysis. Chu, Derek KChu, Derek K et al. *The Lancet*, Volume 395, Issue 10242, 1973 – 1987.

## Appendix 1: Recommended Face Covering Guidance

People must wear a face covering when:

- In public or in a residence with persons who do not live in their household and they cannot stay six (6) feet away from others
- Inside of any indoor public settings, for example, but not limited to:
  - Grocery, retail, and hardware stores
  - Gas stations
  - Bars and restaurants
  - Fitness centers
  - Pharmacies
  - Other public settings that are not one's place of residence
- Outside, if keeping six (6) feet away from others is not possible
- Using public transportation or private car service (including taxis, ride share, or carpooling)
- In one's household if individuals who do not live in the household are present
- In one's household if the household includes members with health risks and the community is experiencing high rates of positivity

Those who are exempt from wearing a face covering:

- Persons younger than 2 years old due to the risk of suffocation
- Anyone who has trouble breathing, or is on oxygen therapy or a ventilator
- Anyone who is unconscious, incapacitated, or otherwise unable to remove their face covering without assistance
- Anyone who has been told by a medical, legal, or behavioral health professional not to wear face coverings

Places and times where persons are exempt from wearing a face covering:

- While traveling in a vehicle alone or with household members who are not at increased risk
- While a person is alone or in the presence of only household members who are not at increased risk
- While exercising at moderate or high intensity e.g. jogging or biking
- While seated at a food establishment in the process of eating or drinking
- While obtaining a service that would require temporary removal of the person's face covering
- When federal or state law prohibits wearing a face covering or requires the removal of the face covering

Appropriate use of a face covering, including cloth face coverings and face shields, includes:

- A snug fit, but comfortable against the side of the face
- Completely covers the nose and mouth
- Is secured with ties or ear loops
- Allows for breathing without restriction
- Can be cleaned and disinfected or laundered and dried without damage or change to shape

For more information about cloth face coverings and appropriate use, visit:

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

**Mask Mandate Resolution – Draft Version 2 (6:30 pm 8.6.20)**

Note: Listed items in gray text are in addition to the recommendations in Appendix 1: Recommended Face Covering Guidance of the Story County Board of Health’s August 7, 2020, letter to City and County Officials

**RESOLUTION #21-09**

**RESOLUTION MANDATING THE USE OF FACE COVERINGS IN STORY COUNTY  
TO MITIGATE THE TRANSMISSION OF COVID-19**

WHEREAS, the novel coronavirus, SARS-CoV-2, also referred to as COVID-19, is a virus that primarily spreads from person to person and can result in serious illness, long-term negative health impacts or death; and

WHEREAS, from January 31, 2020, to March 13, 2020, a variety of international and national government and non-governmental groups declared public health emergencies related to the dangers posed by COVID-19; and

WHEREAS, on March 9, 2020, the Governor of the State of Iowa, Kim Reynolds, signed a proclamation of disaster emergency for the entire State of Iowa based on the increasing number of persons testing positive for COVID-19; and

WHEREAS COVID-19 places our residents at risk for serious illness, devastating long-term complications, and, death; and

WHEREAS, the numbers of COVID-19 cases continue to increase in our nation, state and county; and

WHEREAS, the United States has had 4,903,385 million cases and 160,402 deaths \*; and

WHEREAS, Iowa has had 47,141 cases and 906 deaths \*; and

WHEREAS, Story County has had 1,131 cases and 14 deaths \*; and

WHEREAS, the most current local data relating to COVID-19 as provided by Iowa Department of Public Health (IDPH) show that the state and Story County continue to experience significant community spread of this disease; and

WHEREAS, recent research has shown that the majority of infections by be attributable to pre-symptomatic and asymptomatic, or “silent,” transmission; and

WHEREAS, the population of Story County is estimated to be approximately 96,000 on or about August 17, 2020; and

WHEREAS, Story County Public Health reports there are at maximum 36 ventilators available in Story County for use of seriously ill patients; and

WHEREAS, the World Health Organizations and the Centers for Disease Control (CDC) have determined that wearing face shields or cloth face coverings that cover both the nostrils and the mouth of the wearer, thereby reducing transmission of infected droplets from the mouth and nose, have proven to be one of the most effective means to curb the spread of the COVID-19 virus among persons in public settings; and

WHEREAS, a coalition of 15 Iowa health groups representing 12,000 health care providers and led by the Iowa Medical Society sent a letter July 28 to Iowa’s governor, Kim Reynolds, emphasizing the importance of universal face covering usage to mitigate the spread of COVID-19 and requesting a statewide mandate; and

WHEREAS consistent, widespread use of face coverings in public settings will dramatically lower community transmission of COVID-19; and

WHEREAS, recent research has shown that public mandates for use of face coverings appear to be highly effective at decreasing and slowing or stopping the spread of COVID-19; and

WHEREAS, currently there is no vaccine for COVID-19 and at present there appears to be no proof of a post-infection immunity; and

WHEREAS, the Story County Board of Health at its August 4, 2020 meeting said that that COVID-19 poses a continuing and immediate threat to the public health of Story County, Iowa, residents, visitors, students and workers, and then voted to request the Story County Board of Supervisors put in place a countywide requirement for all individuals to wear face coverings in public settings; and

WHEREAS, The Story County Board of Supervisors value the health and well-being of Story County's residents, visitors, students and workers, making special note of the risks faced by those working in the health, medical, food, service, retail and other industries where their jobs require them to be in constant contact with others and by those who patronize these industries; and

WHEREAS, there is a continuing need to protect all residents, visitors, students and workers of Story County, especially those who are vulnerable to being infected with COVID-19 and experiencing severe illness and death; and

WHEREAS, it is critically important for the continued recovery of our local economy, which suffered a decline as a result of previous COVID-19 restrictions and closures, for us to curb the spread of COVID-19; and

WHEREAS, Iowa Code 137.104 provides that, "a local board of health shall...make and enforce such reasonable rules and regulations not inconsistent with law and the rules of the state board as may be necessary for the protection and improvement of the public health;"

\*Reported as of Noon, Thursday, August 6, 2020.

THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that every person in Story County not qualifying for one of the exclusions listed below shall wear a face covering that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether purchased or homemade, and consistent with the Center for Disease Control and Prevention guidelines whenever:

- Inside a commercial entity or other building or space open to the public,
- At an outdoor space when maintaining six-feet of social distancing between people not residing in the same household is not possible,
- In a residence with persons who do not live in their household and they cannot stay six (6) feet away from others,
- Using public transportation or private car service including taxis, ride-sharing and car-pooling,
- In one's household if individuals who do not live in the household are present,
- In one's household if the household includes members with health risks and the community is experiencing high rates of positivity; and

ALSO, THEREFORE RESOLVED, appropriate use of a face covering, including cloth face coverings and face shields, includes:

- A snug fit, but comfortable against the side of the face,
- Completely covers the nosed and mouth,
- Is secured with ties or ear loops,
- Allows for breathing without restriction
- Can be cleaned and disinfected or laundered and dried without damage or change to shape: and

ALSO, THEREFORE RESOLVED, individuals excluded from being required to wear a face covering as described in the previous paragraph are:

- Persons younger than 2 years old due to the risk of suffocation,
- Anyone who has trouble breathing, on oxygen therapy or ventilator,
- Anyone who is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance,
- Anyone who has been told by a medical, legal, or behavioral health professional not to wear face coverings; and





**STORY COUNTY  
BOARD OF SUPERVISORS**

STORY COUNTY ADMINISTRATION  
900 6<sup>TH</sup> STREET  
NEVADA, IOWA 50201  
515-382-7200  
515-382-7206 - FAX

Lisa Heddens  
515-382-7201  
Linda Murken  
515-382-7202  
Lauris Olson  
515-382-7203

Date: Aug. 8, 2020

Re: Outside legal opinion related to BOH recommendation BOS enact mandatory countywide face coverings (masks) requirements

To: Linda Murken, Chair, Story County Board of Supervisors  
Lisa Heddens, Co-Chair, Story County Board of Supervisors

From: Lauris Olson, Story County Board of Supervisors

Dear fellow Story County Supervisors,

We have mentioned multiple times in the last few weeks during COVID-19 related discussions in our Board of Supervisors and Continuity of Operations Plan/Continuity of Government Management meetings that we may need to look at enacting countywide face covering (mask) requirements to mitigate the rapid spread of the disease within our jurisdictional boundaries.

In preparation, we, jointly and individually, have asked Ethan Anderson, the Assistant Story County Attorney for civil matters, for clarification on his advice that we would have no legal authority to enact or enforce such a mandate based upon communication from Iowa Attorney General Tom Miller's office. We also asked for information on different course of actions should we wish to pursue locally directed protection of our residents and visitors. As of 11 a.m. thus date, we have not received any further written information from Mr. Anderson and Story County Attorney Timothy Meals, although we may well be provided such going forward.

The time for discussion and consideration has now come. On Tuesday, Aug. 4, the Story County Board of Health voted to recommend that we enact such countywide requirements. Prior to their vote, I volunteered at our Aug. 4 Board of Supervisor meeting to take the lead on researching options and drafting a resolution. Knowing that Ames attorney Frank Feilmeyer, a former president of the Iowa Municipal Attorneys Association, had written a column July 21 for the Iowa Capital Dispatch stating that he believes local jurisdictions do have the right to enact and enforce face covering requirements, I reached out to Mr. Feilmeyer and asked him to provide me with his legal reasoning. I have submitted it as part of the documentation for this agenda item.

I paid for Mr. Feilmeyer's memorandum out of my personal funds; no county money was used and the county has no obligation for future payment to Mr. Feilmeyer.



STORY COUNTY  
**BOARD OF SUPERVISORS**

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August 6, 2020

Hon. Lauris Olson  
Story County Board of Supervisors  
900 6th St.  
Nevada, IA 50201

RE: Mandating the use of personal protective equipment

Dear Supervisor Olson:

You requested an opinion regarding the authority of the county to mandate the use of personal protective equipment ("PPE"), particularly face masks. I understand that the Story County Board of Health has not yet taken action and that both the Board of Health and the Board of Supervisors may consider such action in the near future. As of the writing of this opinion letter, the governor has made multiple public health emergency proclamations, but so far, has not issued any state-wide mandates for the use of PPE. The Iowa Department of Public Health has recommended the use of face-covering PPE, but also has issued no mandate. The matter is of grave concern to the Board of Supervisors as the fall term at Iowa State University and the state-mandated return to public schools are imminent.

It is my conclusion, based on the Iowa Constitution, multiple Iowa statutes, and a considerable body of Iowa case law, that local government does have authority to regulate aspects of public health. In my opinion, a board of supervisors, acting in concert with the county board of health, has the power to mandate the use of PPE.

## *Summary of Constitutional and Statutory Authority of the County*

1 **Home Rule.** Home Rule authority is generally the power of the county, through its board of supervisors, to govern local affairs in their own discretion, except in those cases where the state has explicitly taken a particular power or specified a particular duty or method.<sup>1</sup> Both the courts and the legislature have helped to define how to reconcile when and how state and local powers are in conflict. This occurs when the power exercised is "inconsistent" or, more specifically, "irreconcilable." This means that the county and state can have same or similar rules,<sup>2</sup> provided (a) that the state has not expressed otherwise, fully occupying the field and (b) that county cannot set standards that are lower than required by state law may be more stringent than state law. The countervailing theory of local authority is that a local govern-

<sup>1</sup> Iowa Constitution in Article 3, Section 39A.

<sup>2</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 492 (Iowa 1998) ("subject to this restriction and principles of preemption, a county may exercise its home rule powers on matters that are also the subject of state law") (citing Decatur County v. PERB, 564 N.W.2d 394, 398 (Iowa 1997); Sioux City Police Officers' Ass'n v. City of Sioux City, 495 N.W.2d 687, 694 (Iowa 1993)).

# PASLEY & SINGER LAW FIRM, LLP

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ment has only the power expressly granted by the state and generally described as the “Dillon Rule.”<sup>3</sup>

**2 Constitutional authority.** The “Home Rule” authority of counties is contained in Iowa Constitution in Article 3, Section 39A, approved by voters and effective since November 1978. The power of “Home Rule” was expressly granted: “Counties ... are granted home rule power and authority, not inconsistent with the laws of the general assembly, to determine their local affairs and government ....” County Home Rule, however, yields to municipal authority within the city’s own jurisdiction if the county rule is in conflict with city rule. The “Dillon Rule” was expressly abolished: “The proposition or rule of law that a county ... possesses and can exercise only those powers granted in express words is not a part of the law of this state.”

**3 Statutory authority.** The constitutional “Home Rule” authority is codified: “A county may, except as expressly limited by the Constitution of the State of Iowa, and if not inconsistent with the laws of the general assembly, exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents.”<sup>4</sup> Iowa law places in the hands of the board of supervisors the exercise of all powers and duties of the county.<sup>5</sup> The abolition or the nonexistence of the “Dillon Rule” is also codified: “The enumeration of a specific power of a county, the repeal of a grant of power, or the failure to state a specific power does not limit or restrict the general grant of home rule power conferred by the Constitution and this section. A county may exercise its general powers subject only to limitations expressly imposed by a state law.”<sup>6</sup>

**4 Home Rule conflicts with state authority.** Home Rule authority may not be “inconsistent” with state law, and this is also explicitly included in both the Iowa Constitution and the statutes. The General Assembly defines the term “inconsistent” as meaning “*irreconcilable*.”<sup>7</sup> There are two additional statutory provisions that further clarify the meaning of “inconsistent” and “irreconcilable.” The General Assembly also provides: “A county shall substantially comply with a procedure established by a state law for exercising a county power unless a state law provides otherwise. If a procedure is not established by state law, a county may determine its own procedure for exercising the power.”<sup>8</sup> In Iowa Code section 331.301(6)(a), the General Assembly provides: “A county shall not set standards and requirements which are lower or less stringent than those imposed by state law, but may set standards and requirements which are higher or more stringent than those imposed by state law, unless a state law provides otherwise.” The Iowa Supreme Court has ruled that an “or-

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<sup>3</sup> The Iowa Supreme Court in *Polk County Bd. of Sup'rs v. Polk Commonwealth Charter Com'n*, 522 N.W.2d 783, 790–91 (Iowa 1994) noted: “In *Merriam v. Moody's Executors*, 25 Iowa 163, 170 (1868), Chief Justice John F. Dillon established a rule for the determination of local government power which came to be known as the ‘Dillon Rule.’ *City of Des Moines v. Master Builders*, 498 N.W.2d 702, 703 (Iowa 1993). This rule held that municipal and county governments could only possess and exercise powers which were: (1) expressly granted by the legislature; (2) necessarily or fairly implied in or incident to the powers expressly granted; and (3) those indispensably essential—not merely convenient—to the declared objects and purposes of the municipality.” *Gritton v. City of Des Moines*, 247 Iowa 326, 331, 73 N.W.2d 813, 815 (1955).”

<sup>4</sup> Iowa Code § 331.301(1).

<sup>5</sup> Iowa Code § 331.301(2).

<sup>6</sup> Iowa Code § 331.301(3).

<sup>7</sup> Iowa Code § 331.301(4) (emphasis supplied).

<sup>8</sup> Iowa Code § 331.301(5).

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dinance is irreconcilable with a law of the General Assembly and, therefore, preempted by it, when the ordinance “prohibits an act permitted by statute, or permits an act prohibited by a statute.”<sup>9</sup> It follows that under home rule, local government “has the power to enact an ordinance on a matter which is also the subject of statute if the ordinance and statute can be harmonized and reconciled.”<sup>10</sup>

**5 Preemption.** State law preemption may be express or implied. “Express preemption occurs when the general assembly has specifically prohibited local action in an area. ... Obviously, any local law that regulates in an area the legislature has specifically stated cannot be the subject of local action is irreconcilable with state law.”<sup>11</sup> Implied preemption occurs either (a) when a local ordinance allows a lesser standard than required by state law or (b) “when the legislature has ‘cover[ed] a subject by statutes in such a manner as to demonstrate a legislative intention that the field is preempted by state law.’”<sup>12</sup> The mere existence of a state law regulating some particular matter does not create preemption. As expressed by the Iowa Supreme Court, “It would be inconsistent with Iowa’s county home rule amendment, our home rule statutes and this court’s prior cases to imply preemption based on an argument that statewide regulation of an area is preferable to local regulation, in the absence of an expression of legislative intent to completely regulate the area in question.”<sup>13</sup>

## *Summary of Health and Safety Authority of the County*

**6 General Home Rule authority.** Iowa Constitution Article 3, Section 39A and Iowa Code section 331.301 give counties the power of Home Rule, which essentially means the power to determine their local affairs without the necessity of a specific grant of state authority. Under the Iowa Code, a county expressly has authority to “exercise any power” and to “perform any function” based on the county’s own judgment of what “it deems appropriate” for “safety, health, welfare ... of its residents.” This is often referred to as the general police power, but it is the basis for the county’s general regulatory authority over the conduct of persons within its jurisdiction.

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<sup>9</sup> Baker v. City of Iowa City, 750 N.W.2d 93, 99–100 (Iowa 2008) (quoting City of Des Moines v. Gruen, 457 N.W.2d 340, 342 (Iowa 1990) and City of Council Bluffs v. Cain, 342 N.W.2d 810, 812 (Iowa 1983)) (citing Goodenow v. City Council of Maquoketa, 574 N.W.2d 18, 26 (Iowa 1998); Goodell v. Humboldt County, 575 N.W.2d 486, 500 (Iowa 1998) (applying same analysis to identical provisions governing county home rule authority)).

<sup>10</sup> City of Council Bluffs v. Cain, 342 N.W.2d 810, 812 (Iowa 1983) (citing City of Iowa City v. Westinghouse Learning Corp., 264 N.W.2d 771, 773 (Iowa 1978); Chelsea Theatre Corp. v. Burlington, 258 N.W.2d 372, 373 (Iowa 1977); Airport Commission for City of Cedar Rapids v. Schade, 257 N.W.2d 500, 505 (Iowa 1977); Green v. City of Cascade, 231 N.W.2d 882, 890 (Iowa 1975)).

<sup>11</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 492 (Iowa 1998) (citing E.g., Chelsea Theater Corp. v. City of Burlington, 258 N.W.2d 372, 373 (Iowa 1977) (holding state has expressly proscribed local regulation of obscene materials)).

<sup>12</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 493 (Iowa 1998) (citing City of Council Bluffs v. Cain, 342 N.W.2d 810, 812 (Iowa 1983); 5 Beth A. Buday & Victoria A. Braucher, McQuillin Municipal Corporations § 15.20, at 109 (3d ed. 1996 rev. vol.) (“Where the state has preempted the field, local law regulating the same subject is inconsistent with the state’s transcendent interest, whether or not the terms of the local law actually conflict with the statewide legislation.”)).

<sup>13</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 498 (Iowa 1998). The Supreme Court noted that a “high degree of expression” would be “required of the legislature” to find preemption. Goodell v. Humboldt County, 575 N.W.2d 486, 499 (Iowa 1998).

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7 **Local Public Health Governance Act.** Iowa Code chapter 137 defines the “structure, powers, and duties of local boards of health.”<sup>14</sup> The legislature vests in the county board of health “jurisdiction over public health matters in the county”<sup>15</sup> and authority to enforce state health laws, rules, and orders<sup>16</sup> and to make and enforce its own reasonable rules not inconsistent with state law and rules.<sup>17</sup> The local board’s rules become effective after the board of health holds a hearing after published notice<sup>18</sup> and the board of supervisors approved the rule and published it.<sup>19</sup>

## *State laws and actions governing disaster and health.*

8 **Disaster powers.** The governor has authority to proclaim a disaster emergency.<sup>20</sup> The governor can suspend state laws, rules, and regulations if there is a specific finding that strict adherence would “prevent, hinder, or delay necessary action in coping with the emergency.”<sup>21</sup> This may include laws “limiting local governments in their ability to provide services to aid disaster victims.”<sup>22</sup> The governor also may delegate any power under chapter 29C.<sup>23</sup> The disaster power extends to a “public health disaster.”<sup>24</sup>

9 **Public health disaster.** The “public health disaster” is a disaster as defined in chapter 29C—that is, anything that, among other things, threatens public health—caused by, among other things, a novel infectious agent and has a high probability of death, disability, or widespread harm or health consequences.<sup>25</sup> Where there exists a public health disaster, Iowa law provides “the department, in conjunction with the governor, *may ...*” take various actions, including: “Take reasonable measures as necessary to prevent the transmission of infectious disease and to ensure that all cases of communicable disease are properly identified, controlled, and treated.”<sup>26</sup>

10 **Existing gubernatorial proclamations.** The governor has issued 21 emergency disaster proclamations between March 9, 2020, and July 24, 2020.<sup>27</sup> The governor has explicitly exercised authority under Iowa Code sections 29C.6(1), 135.140(6), and 135.144.<sup>28</sup> In these declarations, the governor has directed certain businesses and certain types of “mass gatherings” to employ social distancing and other public health measures consistent with guidance issued by the Iowa Department of Public Health. There are no references in the governor’s latest proc-

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<sup>14</sup> Iowa Code § 137.101.

<sup>15</sup> Iowa Code § 137.103(2).

<sup>16</sup> Iowa Code § 137.104(1)(a).

<sup>17</sup> Iowa Code § 137.104(1)(b).

<sup>18</sup> Iowa Code § 137.104(1)(b)(4).

<sup>19</sup> Iowa Code § 137.104(1)(b)(2).

<sup>20</sup> Iowa Code § 29C.6(1).

<sup>21</sup> Iowa Code § 29C.6(6).

<sup>22</sup> Iowa Code § 29C.6(6).

<sup>23</sup> Iowa Code § 29C.6(8).

<sup>24</sup> Iowa Code § 29C.6(1) (cross-referencing the definition in Iowa Code § 135.140).

<sup>25</sup> Iowa Code § 135.140 (“public health disaster” defined) and Iowa Code § 29C.2 (“disaster” defined). The definition includes other causes not relevant to the discussion here.

<sup>26</sup> Iowa Code § 135.144(3) (emphasis supplied).

<sup>27</sup> Covid-19 Proclamations, <https://coronavirus.iowa.gov/pages/proclamations> (viewed August 6, 2020).

<sup>28</sup> Proclamation of Disaster Emergency dated July 24, 2020.

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lamation to masks or face coverings, except that a casino may require them<sup>29</sup> and except to the extent the proclamation incorporates by reference the guidance of the Iowa Department of Public Health, which states that one is “strongly encouraged” to “consider the use of cloth face coverings (when practical).”<sup>30</sup> The governor’s widely reported position is that she will not issue a mandatory face-covering order.<sup>31</sup>

11 **Attorney General opinions.** The office of the attorney general has issued two informal opinions, one by Heather Adams on March 24, 2020, and one by Michael L. Bennett on June 23, 2020. In these opinions, the attorney general takes the position that the governor has taken the emergency management powers by proclamation and that these allow her to take measures relating to disease transmission and to delegate (or, in this case, not to delegate) authority.<sup>32</sup> The conclusion of the attorney general’s office as stated in these two informal opinions is that the governor’s power relating to public health disaster is exclusive.<sup>33</sup> There is no analysis in these opinions of whether a local government’s regulations consistent with state laws or regulations would be otherwise enforceable. There is, however, recognition that the local board of health might have continuing authority.<sup>34</sup>

## *Local authority for face-covering mandates.*

The sole fighting issue is whether the existence of Iowa Code chapter 29C or the issuance by the governor of a public health disaster proclamation under chapter 29C is a state regulation that preempts any local government regulation. If one accepts the Iowa Supreme Court’s view of preemption, a local mask mandate is preempted by the state only if stated expressly or it can be reasonably implied<sup>35</sup> and cannot otherwise be harmonized with state law.<sup>36</sup>

There is no express statement Iowa state law, rule, regulation, or proclamation mandating a face covering. If that power resides in the governor or the Iowa Department of Public Health under Iowa Code chapters 29C, 135, or 137, it can safely be said that no such rule has been exercised.<sup>37</sup> A local requirement of a face-covering does not appear to be *expressly* preempted and, therefore, if it is preempted at all, could only be preempted by implied preemption.

<sup>29</sup> Proclamation of Disaster Emergency dated July 24, 2020 § 2(c)(1).

<sup>30</sup> Iowa Department of Public Health, Public Health COVID-19 Reopening Guidance (accessible at <https://idph.iowa.gov/Portals/1/userfiles/61/covid19/resources/IDPH%20Reopening%20Guidance%205.12.20.pdf> (viewed August 6, 2020)).

<sup>31</sup> See, e.g., Stephen Gruber-Miller, “There’s not a silver bullet: Iowa Gov. Kim Reynolds defends not ordering a mask mandate,” Des Moines Register (July 30, 2020) (accessible at <https://www.desmoinesregister.com/story/news/politics/2020/07/30/iowa-governor-kim-reynolds-defends-not-ordering-mask-mandate-theres-not-a-silver-bullet/5545145002/> (viewed August 6, 2020)); Erin Murphy, “Gov. Kim Reynolds defends lack of face mask mandate,” The Gazette (July 30, 2020) (accessible at <https://www.thegazette.com/subject/news/gov-kim-reynolds-defends-lack-of-face-mask-mandate-20200730> (viewed August 6, 2020)).

<sup>32</sup> Michael L. Bennett letter to Senator Zach Wahls, dated June 23, 2020.

<sup>33</sup> Heather L. Adams email to Sam Langolz, Michael Boal, and Sarah Reisetter, dated March 24, 2020.

<sup>34</sup> Michael L. Bennett letter to Senator Zach Wahls, dated June 23, 2020 (“local regulation of this nature, if not preempted under the current Emergency Disaster Proclamations, would likely be under the jurisdiction of local boards of health under their power under Iowa Code Section 137.104(1)(b)”).

<sup>35</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 498 (Iowa 1998).

<sup>36</sup> City of Des Moines v. Gruen, 457 N.W.2d 340, 342 (Iowa 1990).

<sup>37</sup> See the authority cited in footnotes 30 (Iowa Department of Public Health encouraging use) and 31 (governor remarks resisting state-wide mandate).

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The Iowa Supreme Court has said there are two ways that implied preemption may occur. One of those ways is by an action that effectively creates a standard lesser than required by the state. There is, as has been demonstrated, no state standard for face-covering on a state-wide basis, so it can be safely concluded that the existence of a local regulation would not lessen the statewide standard. The other possibility for implied preemption is that the state has completely occupied the field.<sup>38</sup>

The governor and the attorney general appear to have taken the position that the public health disaster effectively occupies the field regarding any type of rules that might include a rule for the use of PPE during this pandemic. The attorney general has not elaborated on the origin of that exclusivity beyond stating that the governor has certain powers in a health emergency and that powers can be delegated (or not). The Iowa Supreme Court, however, set a very important standard: “It would be inconsistent with Iowa’s county home rule amendment, our home rule statutes and this court’s prior cases to imply preemption based on an argument that statewide regulation of an area is preferable to local regulation, *in the absence of an expression of legislative intent to completely regulate the area in question.*”<sup>39</sup>

It is important to understand that it is difficult to cite and to prove the absence or the nonexistence of a particular legislative intent. One has to look for evidence that the legislature did not displace local control with state regulation. The contrary evidence for local control, beyond the basic Constitutional Home Rule, is scattered throughout Iowa law. Assistant Attorney General Bennett, for example, conceded the existence of the local board of health, which has been granted local control over health regulation.<sup>40</sup> The emergency management statute enabling the governor’s proclamation nowhere states that the governor’s power is exclusive of local government control.<sup>41</sup> This power is given and “may”<sup>42</sup> be exercised by the governor, and there are multiple references in the emergency management law to cooperation with and assistance to local governments. The explicit policy of the State of Iowa is: “[t]o confer upon the governor and upon the executive heads or governing bodies of the political subdivisions of the state the emergency powers”<sup>43</sup> in chapter 29C and “[t]o provide for the rendering of mutual aid among the political subdivisions.”<sup>44</sup> The legislature has empowered mayors to govern by proclamation<sup>45</sup> and made provision for emergency management agencies at the local level.<sup>46</sup> There is nowhere in Iowa Code chapter 29C an expressed intent by the legislature that state authority is exclusively to be exercised in an

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<sup>38</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 493 (Iowa 1998) (citing City of Council Bluffs v. Cain, 342 N.W.2d 810, 812 (Iowa 1983); 5 Beth A. Buday & Victoria A. Braucher, McQuillin Municipal Corporations § 15.20, at 109 (3d ed. 1996 rev. vol.) (“Where the state has preempted the field, local law regulating the same subject is inconsistent with the state’s transcendent interest, whether or not the terms of the local law actually conflict with the statewide legislation.”).

<sup>39</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 498 (Iowa 1998). The Supreme Court noted that a “high degree of expression” would be “required of the legislature” to find preemption. Goodell v. Humboldt County, 575 N.W.2d 486, 499 (Iowa 1998).

<sup>40</sup> Michael L. Bennett letter to Senator Zach Wahls, dated June 23, 2020 (“local regulation of this nature, if not preempted under the current Emergency Disaster Proclamations, would likely be under the jurisdiction of local boards of health under their power under Iowa Code Section 137.104(1)(b)”).

<sup>41</sup> See Iowa Code § 29C.6.

<sup>42</sup> See Iowa Code § 4.1(3), which distinguishes “may” as conferring a power, while “must” and “shall” impose requirement and duty, respectively.

<sup>43</sup> Iowa Code § 29C.1(2).

<sup>44</sup> Iowa Code § 29C.1(3).

<sup>45</sup> Iowa Code § 378.14(2).

<sup>46</sup> Iowa Code § 29C.9.

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emergency. Rather, a closer reading suggests that at least one intent is that the emergency management powers be used in aid of local government. In the broader context of emergencies generally, it could be argued that it is a practical impossibility for local government to be completely displaced. It is exceptionally difficult to say that the General Assembly—with or without explicitly stating its intent—expressed “an intent to completely regulate the area in question.”<sup>47</sup> It is very difficult to find a “high degree of expression”<sup>48</sup> for preemption.

There are multiple reasons why local authority is not abrogated even if one were to conclude that the legislature had attempted to occupy the field of how public health emergencies were managed. First, local government remains on the front line regardless of the state response. Local emergency management, board of health, sheriffs, police departments, hospitals, and first responders are the ones on the ground conducting operations regardless of the type of emergency. Second, constitutional law, statutory law, and common law all indicate that a local regulation can coexist with state regulation under the appropriate conditions.

Iowa law allows local regulation to exist when it can be harmonized to the state law.<sup>49</sup> Iowa law further allows local regulation to “set standards and requirements which are higher or more stringent than those imposed by state law, unless a state law provides otherwise.”<sup>50</sup> Neither the governor nor the Iowa Department of Public Health has exercised any power to regulate face-covering during the pandemic. Logically, therefore, in the absence of any state face-covering mandate, there is nothing with which to reconcile a local regulation. It is impossible to conclude that a local regulation is *irreconcilable* with a nonexistent state regulation. If the governor or the Iowa Department of Public Health were to issue a state-wide mandate, one would still have to attempt to harmonize these. However, literally everything else – from a statewide rule for use of a face mask to the complete absence of any rule – is logically consistent and completely reconcilable with local rule requiring the use of a face mask (i.e., not irreconcilable).

The General Assembly has provided certain specific methods of adopting a public health rule through the board of health.<sup>51</sup> The General Assembly has also provided a method<sup>52</sup> for a county to exercise specific health powers in Iowa Code chapter 137. Therefore, notwithstanding the general constitutional Home Rule powers over health, safety, and welfare, the board of supervisors must follow the statutory framework for exercising that power. Consequently, if a county were to exercise the authority to require the use of personal protective equipment generally, that authority would be conferred by an action of the board of health after notice and hearing and the approval by the board of supervisors followed by publication in the newspaper of that action.<sup>53</sup>

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<sup>47</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 498 (Iowa 1998).

<sup>48</sup> Goodell v. Humboldt County, 575 N.W.2d 486, 499 (Iowa 1998).

<sup>49</sup> City of Council Bluffs v. Cain, 342 NW 2d 810, 812 (Iowa 1983) (citing City of Iowa City v. Westinghouse Learning Corp., 264 N.W.2d 771, 773 (Iowa 1978); Chelsea Theatre Corp. v. Burlington, 258 N.W.2d 372, 373 (Iowa 1977); Airport Commission for City of Cedar Rapids v. Schade, 257 N.W.2d 500, 505 (Iowa 1977); Green v. City of Cascade, 231 N.W.2d 882, 890 (Iowa 1975)).

<sup>50</sup> Iowa Code § 331.301(6)(a).

<sup>51</sup> Iowa Code § 137.104(1)(b).

<sup>52</sup> Iowa Code § 331.301(5).

<sup>53</sup> Iowa Code § 137.104(1)(b).

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## *Summary and conclusion.*

It is, therefore, my opinion that a county may make and enforce a regulation proposed by the county board of health involving the required use of personal protective equipment notwithstanding any gubernatorial public health disaster proclamation. Any county action undertaken to require the use of PPE under these circumstances is or could be completely reconcilable with any state law, including any present or future public health disaster proclamation.

Please contact me if you have any questions or concerns about this matter.

Sincerely,

  
Franklin J. Feilmeyer  
Attorney at Law

Digitally signed by: Franklin J Feilmeyer  
DN: CN = Franklin J Feilmeyer email =  
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Law Firm LLP OU = Law Firm General Partner  
Date: 2020.08.06 23:04:32 -05'00'

Iowa Code Annotated  
Constitution of the State of Iowa (Annotated) (Refs & Annos)  
Article III. Of the Distribution of Powers  
Legislative Department

I.C.A. Const. Art. 3, § 39A

§ 39A. Counties home rule

Currentness

Counties or joint county-municipal corporation governments are granted home rule power and authority, not inconsistent with the laws of the general assembly, to determine their local affairs and government, except that they shall not have power to levy any tax unless expressly authorized by the general assembly. The general assembly may provide for the creation and dissolution of joint county-municipal corporation governments. The general assembly may provide for the establishment of charters in county or joint county-municipal corporation governments.

If the power or authority of a county conflicts with the power and authority of a municipal corporation, the power and authority exercised by a municipal corporation shall prevail within its jurisdiction.

The proposition or rule of law that a county or joint county-municipal corporation government possesses and can exercise only those powers granted in express words is not a part of the law of this state.

**Credits**

Added Nov. 7, 1978.

I. C. A. Const. Art. 3, § 39A, IA CONST Art. 3, § 39A

Current through Nov. 8, 2016, General Election.

Iowa Code Annotated  
Title IX. Local Government [Chs. 331-420]  
Subtitle 1. Counties [Chs. 331-356a]  
Chapter 331. County Home Rule Implementation (Refs & Annos)  
Subchapter III. Powers and Duties of a County (Refs & Annos)  
Part 1. General Powers and Duties (Refs & Annos)

I.C.A. § 331.301

331.301. General powers and limitations

Effective: July 1, 2020

Currentness

<[Text subject to final changes by the Iowa Code Editor for Code 2021.]>

<[Text subject to final changes by the Iowa Code Editor for Code 2021.]>

1. A county may, except as expressly limited by the Constitution of the State of Iowa, and if not inconsistent with the laws of the general assembly, exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. This grant of home rule powers does not include the power to enact private or civil law governing civil relationships, except as incident to an exercise of an independent county power.
2. A power of a county is vested in the board, and a duty of a county shall be performed by or under the direction of the board except as otherwise provided by law.
3. The enumeration of a specific power of a county, the repeal of a grant of power, or the failure to state a specific power does not limit or restrict the general grant of home rule power conferred by the Constitution and this section. A county may exercise its general powers subject only to limitations expressly imposed by a state law.
4. An exercise of a county power is not inconsistent with a state law unless it is irreconcilable with the state law.
5. A county shall substantially comply with a procedure established by a state law for exercising a county power unless a state law provides otherwise. If a procedure is not established by state law, a county may determine its own procedure for exercising the power.
6. a. A county shall not set standards and requirements which are lower or less stringent than those imposed by state law, but may set standards and requirements which are higher or more stringent than those imposed by state law, unless a state law provides otherwise.

b. A county shall not impose any fee or charge on any individual or business licensed by the plumbing and mechanical systems board for the right to perform plumbing, mechanical, HVAC, refrigeration, sheet metal, or hydronic systems work within the scope of the license. This paragraph does not prohibit a county from charging fees for the issuance of permits for, and inspections of, work performed in its jurisdiction.

c. (1) A county shall not adopt an ordinance, motion, resolution, or amendment that sets standards or requirements regarding the sale or marketing of consumer merchandise that are different from, or in addition to, any state law. For purposes of this paragraph:

(a) "Consumer merchandise" means merchandise offered for sale or lease, or provided with a sale or lease, primarily but not exclusively for personal, family, or household purposes, and includes any container used for consuming, carrying, or transporting such merchandise.

(b) "Container" means a bag, cup, package, container, bottle, or other packaging that is all of the following:

(i) Designed to be either reusable or single-use.

(ii) Made of cloth, paper, plastic, including foamed or expanded plastic, cardboard, corrugated material, aluminum, glass, or postconsumer recycled or similar material or substrates, including coated, laminated, or multilayer substrates.

(iii) Designed for consuming, transporting, or protecting merchandise, food, or beverages from or at a food service or retail facility.

(2) An ordinance, motion, resolution, or amendment adopted prior to March 30, 2017, that violates this paragraph is void and unenforceable on and after March 30, 2017.

(3) This paragraph "c" shall not apply to county solid waste or recycling collection or county solid waste or recycling programs.

d. A county shall not adopt an ordinance, motion, resolution, or amendment, or use any other means, that restricts an owner of real property from refinancing existing debt on, selling, or otherwise transferring title to the property by requiring the owner to take or show compliance with any action with respect to the property or pay any fee before, during, or after refinancing existing debt on, selling, or otherwise transferring title to the property.

7. A county shall not levy a tax unless specifically authorized by a state statute.

8. A county is a body corporate for civil and political purposes and shall have a seal as provided in section 331.552, subsection 4.

9. Supervisors and other county officers may administer oaths and take affirmations as provided in chapter 63A.

10. A county may enter into leases or lease-purchase contracts for real or personal property in accordance with the following terms and procedures:

a. A county shall lease or lease-purchase property only for a term which does not exceed the economic life of the property, as determined by the board.

b. A lease or lease-purchase contract entered into by a county may contain provisions similar to those sometimes found in leases between private parties, including, but not limited to, the obligation of the lessee to pay any of the costs of operation or ownership of the leased property and the right to purchase the leased property.

c. A provision of a lease or lease-purchase contract which stipulates that a portion of the rent payments be applied as interest is subject to chapter 74A. Other laws relating to interest rates do not apply. Chapter 75 is not applicable. A county enterprise is a separate entity under this subsection, whether it is governed by the board or another governing body.

d. The board must follow substantially the same authorization procedure required for the issuance of general obligation bonds issued for the same purpose to authorize a lease or a lease-purchase contract made payable from the debt service fund.

e. The board may authorize a lease or lease-purchase contract which is payable from the general fund if the contract would not cause the total of lease and lease-purchase payments due from the general fund of the county in any single future fiscal year for all lease or lease-purchase contracts in force on the date of the authorization, excluding payments to exercise purchase options or to pay the expenses of operation or ownership of the property, to exceed ten percent of the last certified general fund budget amount in accordance with the following procedures:

(1)(a) The board must follow substantially the authorization procedures of section 331.443 to authorize a lease or lease-purchase contract for personal property which is payable from the general fund. The board must follow substantially the authorization procedures of section 331.443 to authorize a lease or lease-purchase contract for real property which is payable from the general fund if the principal amount of the lease-purchase contract does not exceed the following limits:

(i) Four hundred thousand dollars in a county having a population of twenty-five thousand or less.

(ii) Five hundred thousand dollars in a county having a population of more than twenty-five thousand but not more than fifty thousand.

(iii) Six hundred thousand dollars in a county having a population of more than fifty thousand but not more than one hundred thousand.

(iv) Eight hundred thousand dollars in a county having a population of more than one hundred thousand but not more than two hundred thousand.

(v) One million dollars in a county having a population of more than two hundred thousand.

(b) However, if the principal amount of a lease or lease-purchase contract pursuant to this subparagraph (1) is less than twenty-five thousand dollars, the board may authorize the lease or lease-purchase contract without following the authorization procedures of section 331.443.

(2) The board must follow the following procedures to authorize a lease or lease-purchase contract for real property which is payable from the general fund if the principal amount of the lease or lease-purchase contract exceeds the limits set forth in subparagraph (1):

(a) The board must institute proceedings for entering into a lease or lease-purchase contract payable from the general fund by causing a notice of the meeting to discuss entering into the lease or lease-purchase contract, including a statement of the principal amount and purpose of the lease or lease-purchase and the right to petition for an election, to be published as provided in section 331.305 at least ten days prior to the discussion meeting. No sooner than thirty days following the discussion meeting shall the board hold a meeting at which it is proposed to take action to enter into the lease or lease-purchase contract.

(b)(i) If at any time before the end of the thirty-day period after which a meeting may be held to take action to enter into the lease or lease-purchase contract, a petition is filed with the auditor in the manner provided by section 331.306, asking that the question of entering into the lease or lease-purchase contract be submitted to the registered voters of the county, the board shall either by resolution declare the proposal to enter into the lease or lease-purchase contract to have been abandoned or shall direct the county commissioner of elections to call a special election upon the question of entering into the lease or lease-purchase contract. However, for purposes of this subparagraph (2), the petition shall not require signatures in excess of one thousand persons.

(ii) The question to be placed on the ballot shall be stated affirmatively in substantially the following manner:

Shall the county of .... enter into a lease or lease-purchase contract in an amount of \$ .... for the purpose of ....?

(iii) Notice of the election and its conduct shall be in the manner provided in section 331.442, subsections 2 through 4.

(c) If a petition is not filed or if a petition is filed and the proposition of entering into a lease or lease-purchase contract is approved at the election, the board may proceed and enter into the lease or lease-purchase contract.

f. The governing body may authorize a lease or lease-purchase contract payable from the net revenues of a county enterprise or combined county enterprise by following the authorization procedures of section 331.464.

g. A lease or lease-purchase contract to which a county is a party or in which a county has a participatory interest is an obligation of a political subdivision of this state for the purposes of chapters 502 and 636, and is a lawful investment for banks, trust companies, savings associations, investment companies, insurance companies, insurance associations, executors, guardians, trustees, and any other fiduciaries responsible for the investment of funds.

h. Property that is lease-purchased by a county is exempt under section 427.1, subsection 2.

i. A contract for construction by a private party of property to be lease-purchased by a county is a contract for a public improvement and is subject to section 331.341, subsection 1.

11. A county may enter into insurance agreements obligating the county to make payments beyond its current budget year to procure or provide for a policy of insurance, a self-insurance program, or a local government risk pool to protect the county against tort liability, loss of property, or any other risk associated with the operation of the county. Such a self-insurance program or local government risk pool is not insurance and is not subject to regulation under chapters 505 through 523C. However, those self-insurance plans regulated pursuant to section 509A.14 shall remain subject to the requirements of section 509A.14 and rules adopted pursuant to that section.

12. The board of supervisors may credit funds to a reserve for the purposes authorized by subsection 11 of this section; section 331.424, subsection 1, paragraph "a", subparagraph (5); and section 331.441, subsection 2, paragraph "b". Moneys credited to the reserve, and interest earned on such moneys, shall remain in the reserve until expended for purposes authorized by subsection 11 of this section; section 331.424, subsection 1, paragraph "a", subparagraph (5); or section 331.441, subsection 2, paragraph "b".

13. The board of supervisors may waive a tax penalty, interest, or costs related to the collection of a tax if the board finds that a clerical error resulted in the penalty, interest, or cost. This subsection does not apply to bonded special assessments without the approval of the affected taxing jurisdiction.

14. The county may establish a department of public works. The department shall be administered by the county engineer or other person appointed by the board of supervisors. In addition to other duties assigned by the board, the department shall provide technical assistance to political subdivisions in the county including special districts relating to their physical infrastructure and may provide managerial and administrative services for special districts and combined special districts.

15. a. A county may adopt and enforce an ordinance requiring the construction of a storm shelter at a manufactured home community or mobile home park which is constructed after July 1, 1999. In lieu of requiring construction of a storm shelter, a county may require a community or park owner to provide a plan for the evacuation of community or park residents to a safe place of shelter in times of severe weather including tornadoes and high winds if the county determines that a safe place of shelter is available within a reasonable distance of the manufactured home community or mobile home park for use by community or park residents. Each evacuation plan prepared pursuant to this subsection shall be filed with, and approved by, the local emergency management agency. If construction of a storm shelter is required, an ordinance adopted or enforced pursuant to this subsection shall not include any of the following requirements:

(1) That the size of the storm shelter be larger than the equivalent of seven square feet for each manufactured or mobile home space in the manufactured home community or mobile home park.

(2) That the storm shelter include a restroom if the shelter is used exclusively as a storm shelter.

(3) That the storm shelter exceed the construction specifications approved by a licensed professional engineer and presented by the owner of the manufactured home community or mobile home park.

(4) That the shelter be located any closer than one thousand three hundred twenty feet from any manufactured or mobile home in the manufactured home community or mobile home park.

b. For the purposes of this subsection:

(1) “Manufactured home community” means the same as land-leased community defined in sections 335.30A and 414.28A.

(2) “Manufactured home community or mobile home park” means a manufactured home community or mobile home park as defined in section 562B.7.

(3) “Storm shelter” means a single structure or multiple structures designed to provide persons with temporary protection from a storm.

<Text of subsec. 16 eff. until July 15, 2020.>

16. The board of supervisors may by resolution allow a five dollar county enforcement surcharge to be assessed pursuant to section 911.4.

<Text of subsec. 16 eff. July 15, 2020.>

16. [Deleted by Acts 2020 (88 G.A.) S.F. 457, § 1, eff. July 15, 2020.]

17. The board of supervisors may by ordinance or resolution prohibit or limit the use of consumer fireworks or display fireworks, as described in section 727.2, if the board determines that the use of such devices would constitute a threat to public safety or private property, or if the board determines that the use of such devices would constitute a nuisance to neighboring landowners.

18. a. For purposes of this subsection, “short-term rental property” means any individually or collectively owned single-family house or dwelling unit; any unit or group of units in a condominium, cooperative, or timeshare; or an owner-occupied residential home that is offered for a fee for thirty days or less. “Short-term rental property” does not include a unit that is used for any retail, restaurant, banquet space, event center, or other similar use.

b. A county shall not adopt or enforce any regulation, restriction, or other ordinance, including a conditional use permit requirement, relating to short-term rental properties within the county. A short-term rental property shall be classified as a residential land use for zoning purposes.

c. Notwithstanding paragraph “b”, a county may enact or enforce an ordinance that regulates, prohibits, or otherwise limits short-term rental properties for the following primary purposes if enforcement is performed in the same manner as enforcement applicable to similar properties that are not short-term rental properties:

(1) Protection of public health and safety related to fire and building safety, sanitation, or traffic control.

(2) Residential use and zoning purposes related to noise, property maintenance, or nuisance issues.

(3) Limitation or prohibition of use of property to house sex offenders; to manufacture, exhibit, distribute, or sell illegal drugs, liquor, pornography, or obscenity; or to operate an adult-oriented entertainment establishment as described in section 239B.5, subsection 4, paragraph “a”.

(4) To provide the county with an emergency contact for a short-term rental property.

d. A county shall not require a license or permit fee for a short-term rental property in the county.

**Credits**

Added by Acts 1981 (69 G.A.) ch. 117, § 300. Amended by Acts 1985 (71 G.A.) ch. 156, § 1, eff. June 1, 1985; Acts 1986 (71 G.A.) ch. 1211, § 19, eff. June 8, 1986; Acts 1987 (72 G.A.) ch. 115, § 51; Acts 1989 (73 G.A.) ch. 101, § 1; Acts 1992 (74 G.A.) ch. 1138, § 1; Acts 1992 (74 G.A.) ch. 1204, § 8, eff. May 14, 1992; Acts 1995 (76 G.A.) ch. 67, § 53; Acts 1995 (76 G.A.) ch. 206, § 8, eff. Jan. 1, 1996; Acts 1999 (78 G.A.) ch. 186, § 1; Acts 2001 (79 G.A.) ch. 143, § 1; Acts 2001 (79 G.A.) ch. 153, §§ 9, 16; Acts 2004 (80 G.A.) ch. 1119, § 1; Acts 2006 (81 G.A.) ch. 1010, H.F. 2543, § 93; Acts 2009 (83 G.A.) ch. 100, S.F. 457, § 8, eff. May 12, 2009; Acts 2010 (83 G.A.) ch. 1061, S.F. 2237, §§ 131, 132, 177; Acts 2011 (84 G.A.) ch. 100, H.F. 392, § 13, eff. April 28, 2011; Acts 2012 (84 G.A.) ch. 1017, S.F. 2202, § 72; Acts 2013 (85 G.A.) ch. 77, S.F. 427, § 33, eff. April 26, 2013; Acts 2014 (85 G.A.) ch. 1092, H.F. 2423, § 86, eff. July 1, 2014; Acts 2017 (87 G.A.) ch. 20, H.F. 295, § 1, eff. March 30, 2017; Acts 2017 (87 G.A.) ch. 115, S.F. 489, § 6, eff. May 9, 2017; Acts 2018 (87 G.A.) ch. 1075, H.F. 2253, § 10, eff. April 4, 2018; Acts 2018 (87 G.A.) ch. 1013, H.F. 2286, § 1, eff. July 1, 2018; Acts 2018 (87 G.A.) ch. 1172, H.F. 2502, § 74, eff. July 1, 2018; Acts 2020 (88 G.A.) S.F. 457, § 1, eff. July 15, 2020; Acts 2020 (88 G.A.) H.F. 2641, § 147, eff. July 1, 2020.

I. C. A. § 331.301, IA ST § 331.301

Current with the legislation from the 2020 Regular Session, subject to changes made by Iowa Code Editor for Code 2021.

**From:** Adams, Heather [AG]  
**Sent:** Tuesday, March 24, 2020 5:07 PM  
**To:** Langholz, Sam <[sam.langholz@iowa.gov](mailto:sam.langholz@iowa.gov)>; Michael Boal <[michael.boal@iowa.gov](mailto:michael.boal@iowa.gov)>  
**Cc:** Reisetter, Sarah [IDPH] <[Sarah.Reisetter@idph.iowa.gov](mailto:Sarah.Reisetter@idph.iowa.gov)>  
**Subject:** county and city authority

You have asked for analysis on the question of the legal authority of counties and cities to enact local measures to require citizens of their jurisdictions to shelter in place during the current health public health disaster emergency. This analysis was drafted by Mike Bennett in my office with a review by Jeff Thompson, myself, and others. Please let us know if you have any further questions or research requests in this area.

### **County and City Home Rules Powers:**

Article III, Section 38A and Section 39A contain the City and County Home Rule provisions in the Iowa Constitution. The powers granted cities and counties under these constitutional amendments are to determine their local affairs and government, not inconsistent with the laws of the General Assembly, except that they shall not have power to levy any tax unless expressly authorized by the general assembly. Counties are also constrained in their home rule powers if that power conflicts with the power of a city, providing a city power will prevail within its jurisdiction.

When an ordinance prohibits an act permitted by a statute, or permits an act prohibited by a statute, the ordinance is considered inconsistent with state law and is preempted. See City of Des Moines v. Gruen, 457 N.W.2d 340, 342 (Iowa 1990). Implied preemption occurs when the legislature has covered a subject by statutes in such a manner as to demonstrate a legislative intention that the field shall be preempted by state law.

The powers exercised by cities under the Home Rule Amendments have been generally categorized as “police powers”. These include the power of cities and counties to protect rights, privileges, and property of the city and county and to preserve and improve the peace, safety, welfare, comfort and convenience of their residents. Iowa Code Section 331.301 (county) and Iowa Code Section 364.1 (City). These powers may be exercised by cities and counties subject to limitations expressly imposed by a state law, and are barred if such actions are irreconcilable with state law. Under Iowa Code Sections 331.301 and 364.3, City mayors are further empowered to govern the city by proclamation during a time of emergency or public danger. Iowa Code Section 372.14.

These authorities generally indicate authority for cities and counties to act to protect the safety of the residents of their communities yet require cities and counties to yield where the powers are inconsistent with powers of the state.

### **State Powers**

A public health disaster is defined in Iowa law as a state of disaster emergency proclaimed by the Governor in consultation with the Department of Public Health for a

disaster that involves an imminent threat of a health condition caused by the appearance of a novel infectious agent and that poses a high probability of a large number of serious health consequences. Iowa Code § 135.140(6). During a public health disaster, the Governor and the Department of Public Health have broad legal authority to take all reasonable measures necessary to prevent the transmission of the virus and to prevent, control, and treat the infectious disease. These legal authorities are contained in part at Iowa Code sections 135.144 and 29C.6. These authorities include the powers to “control ingress and egress to and from a disaster area, the movement of persons within the area, and the occupancy of premises in such area.” Iowa Code § 29C.6(15).

Iowa Code Section 29C.6 (8) allows the Governor to delegate and sub-delegate any administrative authority under the Emergency Management Chapter. This indicates the Governor may delegate powers under emergency powers under that section to local authorities to address the current public health emergency, including the power to place restrictions on movement within the communities. This likewise indicates the Governor may choose not to delegate this authority to local agencies.

**Conclusion:** While cities and counties have police powers to protect the health and safety of their citizens, the State has the authority to declare and coordinate the response to a public health disaster. This includes the power of the Governor to sub-delegate administrative authority to cities and counties, including the power to restrict movement within communities by these local authorities. This power also would allow the Governor discretion to retain such powers and not delegate this authority to cities or counties.



**Heather L. Adams**

**Assistant Attorney General**

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THOMAS J. MILLER  
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IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

June 23, 2020

The Honorable Zach Wahls  
201 E 9th St., #415  
Coralville, IA 52241  
[zach.wahls@legis.iowa.gov](mailto:zach.wahls@legis.iowa.gov)

Dear Senator Wahls:

You contacted the Iowa Attorney General's Office regarding the power of cities or counties to pass local regulations requiring patrons of business to wear masks. A similar question was answered by this office in a question from city officials in March of this year regarding the power of local officials to issue shelter in place orders. I have attached a copy of that analysis to this correspondence for your review.

In this previous analysis, we determined that while the Statewide Disaster Emergency Proclamations are in place, the Governor retains the power to delegate, sub-delegate, or retain the administrative authority under Iowa Code Chapter 28C (Emergency Management) to issue directives of this nature. *Please see* Iowa Code Section 28C.6(8) (enclosed). Iowa Code Section 135.144(3) and (9) (enclosed) empowers the Iowa Department of Public Health, in conjunction with the Governor, to take reasonable measures as necessary to prevent the transmission of infectious disease, to inform the public when a public health disaster has been declared or terminated, and to inform the public of the protective measures to take during the disaster.

The Governor has addressed usage of personal protective equipment (PPE) in prior proclamations, including the proclamations of 5/25/2020 and 6/10/2020, which are still applicable and which provide that in re-opening of public use facilities and businesses that proprietors must adhere to hygiene practices and public health measures consistent with guidance issued by the Iowa Department of Public Health. Any local action or regulation would need to be consistent and compliant with the Governor's Proclamations and the Iowa Department of Public Health Directives in scope and remedies while the Governor's Emergency Proclamations are in place.

Finally, local regulation of this nature, if not preempted under the current Emergency Disaster Proclamations, would likely be under the jurisdiction of local boards of health under their power under Iowa Code Section 137.104(1)(b) (enclosed) to, "make and enforce such reasonable rules and regulations, not inconsistent with law and the rules of the state board, as may be necessary for the protection and improvement of the public health."

The Honorable Zach Wahls  
State Senator  
Page 2

I hope you find this helpful in answering this question. Please be advised this contains the results of my research and analysis on your question but is not an official opinion of the Iowa Attorney General's Office.

Best regards,

Michael L. Bennett  
Assistant Iowa Attorney General  
PATC Division  
[michael.bennett2@ag.iowa.gov](mailto:michael.bennett2@ag.iowa.gov)

## **RESOLUTION # 21-11**

### **RESOLUTION REQUESTING AUTHORITY FROM THE GOVERNOR TO ENACT LOCALIZED RESPONSES TO THE COVID-19 PANDEMIC**

**WHEREAS** COVID-19, caused by a novel coronavirus named SARS-CoV-2, is a respiratory disease that can result in serious illness or death and is a new strain of coronavirus previously unidentified in humans that can spread from person to person; and,

**WHEREAS** the World Health Organization, the United States Department of Health and Human Services, President Donald Trump and Iowa Governor Kim Reynolds have issued proclamations of emergency regarding the COVID-19 pandemic; and,

**WHEREAS**, pursuant to subsequent Proclamations of Disaster Emergency issued by Governor Reynolds, the State of Public Health Disaster Emergency continues to exist throughout the entire state of Iowa; and,

**WHEREAS**, in the July 17, 2020 Proclamation of Disaster Emergency issued by Governor Reynolds she encouraged all Iowans to exercise particular care and caution when engaging in any necessary interactions; and,

**WHEREAS**, consistent with the guidance of the Iowa Department of Public Health (IDPH), Governor Reynolds' most recent proclamation requires businesses and sponsors of gatherings to ensure social distancing of employees, customers, and attendees, and to increase hygiene practices and other public health measures to reduce the risk of transmission of COVID-19; and,

**WHEREAS** the Public Health COVID-19 Reopening Guidance issued by IDPH strongly encourages adhering to guidance regarding the use of cloth face coverings by employees and members of the public when social distancing measures are not possible or are difficult to maintain; and

**WHEREAS** the Centers for Disease Control and Prevention (CDC), the Surgeon General and other public health experts have determined that the use of face coverings in a public setting is a critical tool to mitigate the risk of community spread of COVID-19, especially when social distancing measures are difficult to maintain, and particularly when used universally within communities; and,

**WHEREAS** the Story County Emergency Management Commission issued a Declaration of Local Disaster on March 19, 2020 and re-issued the Declaration on July 24, 2020, under the authority granted under Iowa Code Section 29C.22, declaring that “. . . all jurisdictions in Story County have been impacted by the COVID-19” and “A local disaster exists and that all efforts will be made to protect the citizens and property of Story County and all jurisdictions.”; and,

**WHEREAS** Governor Reynolds, in discussing her return to school guidance in her August 6, 2020 press conference, stated that “community context” should be taken into account in determining mitigation strategies necessary to respond to local situations; and

**WHEREAS**, as of August 8, 2020, there were 1,152 confirmed cases of COVID-19 and 14 deaths associated with COVID-19 in Story County, with 1,000 (87%) of the confirmed cases and 13 (93%) of the deaths being in the last two months; and,

**WHEREAS** Story County is the home of Iowa State University, which anticipates approximately 30,000 students returning this month for fall semester classes; and,

**WHEREAS**, as of August 7, 2020, 2.2% of the 3,000 students who have returned so far to Iowa State's dormitory system tested positive through Iowa State's move-in testing program; and

**WHEREAS** the Story County Board of Health has stated that “Public mandates for use of face coverings appear to be highly effective at increasing compliance and slowing or stopping the spread of COVID-19” and has asked all municipalities in Story County to adopt a face covering resolution; and

**WHEREAS** other Iowa communities also have issues unique to them which make transmission of COVID-19 of particular concern to local officials and may call for increased local response;

**NOW, BE IT THEREFORE RESOLVED** that the Story County Board of Supervisors formally calls upon Iowa Governor Kim Reynolds to modify the existing State of Iowa Proclamation of Disaster Emergency to enable counties and cities to enact localized responses to the COVID-19 pandemic, to include legally enforceable requirements to wear face coverings in public to protect lives and public health.

Dated this 11<sup>th</sup> day of August, 2020.

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

Attest:

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

ROLL CALL	Lisa Heddens	Yea__	Nay__	Absent__
FOR ALLOWANCE	Linda Murken	Yea__	Nay__	Absent__
	Lauris Olson	Yea__	Nay__	Absent__

ALLOWED BY VOTE OF BOARD      Yea\_\_ Nay\_\_ Absent\_\_

\_\_\_\_\_  
CHAIRPERSON      Above Tabulation made by \_\_\_\_

Chairperson declared this Resolution ADOPTED and APPROVED.