

The Board of Supervisors met on 12/08/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyia.gov). Murken read the special note to the public: due to recommendations for social distancing in order to help slow the spread of the COVID-19 virus, and limited space the meeting will be provided via Zoom originating from the Story County Administration Building.

ADOPTION OF AGENDA: Olson moved, Heddens seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

UPDATES ON COVID-19 – Heddens reported on statewide and Story County caseload statistics.

MINUTES: 11/18/20 Septic Ordinance Minutes, 11/24/20 Minutes, and 12/1/20 Minutes – Heddens moved, Olson seconded all minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 12/17/20, in Attorney's Office for Jordan VanGerpen @ \$10.00/hr; 2) promotion, effective 12/6/20, in Attorney's Office for Connie Davis @ \$20.27/hr 3) pay adjustment, effective 12/6/20, in a) Attorney's Office for Amie Cerka @ \$25.29/hr; b) Sheriff's Office for Cody Hamilton @ \$2,195.20/bw. Olson moved, Heddens seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 12/10/20 Claims of \$524,391.91 (run date 12/4/20, 28 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,048.39), BooSt School Ready (\$39,273.13), BooSt Early Childhood (\$2,828.12), Emergency Management (\$1,424.29), E911 surcharge (\$6,501.51), County Assessor (\$301.20), Ames City Assessor (\$13,601.26), and Central Iowa Community Services (\$399,560.24). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU) Olson removed items #5 and #6 for individual consideration. Olson moved, Heddens seconded the approval of Consent Agenda with changes.

1. Acknowledgment of User License Agreement between Story County Sheriff and Permittium, LLC, effective 12/8/20-12/7/21, at no cost
2. Purchasing Entity Agreement between Story County and Verizon for Animal Control
3. Appointment of Kimberly Stephens and Linda Hagedor to the Analysis of Social Services Evaluation Team (ASSET) for three-year terms ending 3/31/24
4. Appointment of Elara Jondle to the Board of Adjustment for a term ending 12/31/25
7. Appointment of Ben Jensen to the Planning and Zoning Commission for a five-year term ending 12/31/25
8. Renewal License Fees between Story County and NeoGov for Perform Software. effective 1/1/20-12/31/21, for \$12,530.39
9. Contract with Walker Brothers Roofing for the Hickory Grove Park building repairs totaling \$58,419.20
10. Acknowledgment of Sheriff's Office purchase of rifle-rated ballistic plates for \$8,250.00 (unbudgeted)
11. Utility Permit: #21-5332

Roll call vote. (MCU)

5. Appointment of Dr. John Paschen and Dr. John Kluge to the Board of Health for three-year terms ending 12/31/23 – Olson asked to separate consideration of the appointments. The Board concurred. Olson moved, Heddens seconded the approval of appointing Dr. John Paschen to the Board of Health for a three-year term ending 12/31/23 for Dr. John Paschen. Roll call vote. (MCU) Olson reported Dr. John Kluge has served Story County very well but she believes a change is warranted and is recommending another applicant, Dr. Pleis, instead. Discussion took place. Olson moved to appoint Dr. Pleis to the Board of Health for a three-year term ending 12/31/23. Motion died for lack of a second. Heddens moved, Murken seconded the approval of appointing Dr. John Kluge to the Board of Health for a three-year term ending 12/31/23. Heddens aye, Olson nay, Murken aye. Motion passes.
6. Appointment of Dr. James Pease to the Conservation Board for a five-year term ending 12/31/25 – Olson made a similar case against re-appointment, noting applicants Bennett, Thompson, and Childs-Smith as good alternatives. Olson stated she advocates appointing Ms. Thompson in lieu of Dr. Pease. Discussion took place. Heddens moved, Murken seconded the approval of appointing Dr. James Pease to the Conservation Board for a five-year term ending 12/31/25. Heddens aye, Olson nay, Murken aye. Motion passes.

THIRD CONSIDERATION OF PROPOSED ORDINANCE NO. 287 - PRIVATE SEWAGE DISPOSAL SYSTEMS – Margaret Jaynes, Environmental Health Director, reported on comments received. She noted the correction of clerical errors. She reported on septic tank costs, digging and additional guidelines. Heddens asked questions about bacterial accumulation and timing of pumping. Jaynes provided information. Murken spoke about information and community notification. Discussion took place. Heddens stated to add the sanitarian to the website. Murken opened the public hearing at 10:50 a.m., and, hearing none, she closed the public hearing at 10:50 a.m. Olson moved, Murken seconded the approval of Ordinance No. 287 on Third Consideration. Olson aye, Heddens nay, Murken aye. Motion passes.

REQUEST FROM THE IOWA STATE ASSOCIATION OF COUNTIES (ISAC) TO JOIN IN OPIOID LAWSUIT – Ethan Anderson, Story County Civil Attorney, reported on background information; his recommendation has not changed. Anderson stated if the Board would like to discuss specifics, a closed session is necessary. Discussion took place. No action taken.

THE BOARD OF SUPERVISORS TO PREPARE AND IMPLEMENT A COMMUNICATIONS PLAN REGARDING THE MASK MANDATE – Heddens reported continuing outreach and communication in conjunction with the Board of Health to improve compliance. Leanne Harter, County Outreach and Special Projects Manager, reported a direct mailing, not including the City of Ames, would cost \$8,000.00. She noted a variety of approaches. Heddens stated it may be possible to piggyback on the vaccine mailing from the Mary Greeley Medical Center (MGMC). Discussion took place. Heddens and Harter will collaborate with assistance from Olson. Outlets include social media, mapping, radio, and the Sun.

FACILITIES MANAGEMENT QUARTERLY REPORT – Director Joby Brogden highlighted items from the submitted written report.

UPCOMING AGENDA ITEMS: Heddens noted two upcoming items: ASSET funding; Kevin Ferneau will be coming to the Board to discuss house hauling permits.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on items.
Heddens moved, Olson seconded to adjourn at 11:54 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
12/8/20

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, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom.

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

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

Visit [HTTPS://WWW.ZOOM.US/](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. 11/18/20 Septic Ordinance Minutes, 11/24/20 Minutes, And 12/1/20 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) new hire, effective 12/17/20, in Attorney's Office for Jordan VanGerpen @ \$10.00/hr;
- 2) promotion, effective 12/6/20, in Attorney's Office for Connie Davis @ \$20.27/hr

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 12/10/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 121020.PDF

13. 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. Acknowledgement Of User License Agreement Between Story County Sheriff And Permitium, LLC Effective 12/8/20-12/7/21 At No Cost To The County

Department Submitting Sheriff

Documents:

PERMITIUM AGREEMENT.PDF

II. Consideration Of Purchasing Entity Agreement Between Story County And Verizon For Animal Control

Department Submitting Auditor

Documents:

ACO.PDF

III. Consideration Of Appointment For ASSET For A 3 Year Term Ending 3/31/2024 For The Following: Kimberly Stephens And Linda Hagedorn

Department Submitting Auditor

Documents:

ASSET.PDF

IV. Consideration Of Appointment For Board Of Adjustment For A Term Ending 12/31/2025 For The Following: Elara Jondle

Department Submitting Auditor

Documents:

BOA.PDF

- V. Consideration Of Appointment For Board Of Health For A 3 Year Term Ending 12/31/2023 For The Following: Dr. John Paschen And Dr. John Kluge

Department Submitting Auditor

Documents:

BOH.PDF

- VI. Consideration Of Appointment For Conservation Board For A 5 Year Term Ending 12/31/2025 For Dr. James Pease

Department Submitting Auditor

Documents:

CONSERVATION.PDF

- VII. Consideration Of Appointment Of Planning And Zoning Commission For A 5 Year Term Ending 12/31/2025 For Ben Jensen

Department Submitting Auditor

Documents:

PZC.PDF

- VIII. Consideration Of Renewal License Fees Between Story County And NeoGov For Perform Software Effective 1/01/20 - 12/31/21 For \$12,530.39

Department Submitting Information Technology

Documents:

NEOGOV PERFORM.PDF

- IX. Consideration Of Contract With Walker Brothers Roofing For The Hickory Grove Park Building Repairs For \$58,419.20

Department Submitting Conservation

Documents:

HGP HAIL DAMAGE WALKER BROTHERS.PDF

- X. Acknowledgement Of Sheriff's Office Purchase Of Rifle Rated Ballistic Plates For \$8,250 (Un-Budgeted)

Department Submitting Sheriff

Documents:

SHERIFF UNBUDGETED ITEM.PDF

XI. Consideration Of Utility Permit(S); #21-5332

Department Submitting Engineer

Documents:

UT 21 5332.PDF

14. PUBLIC HEARING ITEMS:

- I. Third Consideration Of Proposed Ordinance #287 - Private Sewage Disposal Systems - Margaret Jaynes

Department Submitting Environmental Health

Documents:

SEPTIC ORDINANCE FINAL DRAFT.PDF
PRESENTATION.PDF

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Request From ISAC To Join In Opioid Lawsuit – Linda Murken

Department Submitting Board of Supervisors

Documents:

ISAC OPIOID LITIGATION UPDATE NOV 2020.PDF
OPIOID PROP ENGAGEMENT LETTER NOV 2020.PDF
OPIOID LETTER 1 2018.PDF

- II. Discussion And Consideration For The Board Of Supervisors To Prepare And Implement A Communications Plan Regarding The Mask Mandate - Board Of Health

Department Submitting Board of Health

Documents:

FACECOVERINGMEMO.PDF

16. DEPARTMENTAL REPORTS:

- I. Facilities Management Quarterly Report - Submitted Report

Department Submitting Auditor

Documents:

FACILITIES.PDF

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. 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.

Story County
Board of Supervisors
Agenda
12/8/20

NAME

ADDRESS

Leanne Starter

BOS office

Miss Wagon

POS

Etha Brown

SCAO

USER LICENSE AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION

This user license agreement for an online weapons permit application (the "User License Agreement") is made and entered into this 8th day of December, by and between the Story County Sheriff IA (the "CLIENT") and Permittium, LLC ("Permittium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

- 1. Basic Obligations of Permittium.** Permittium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.
- 2. Term.** Contract will be effective from 12/08/20, through 12/07/2021. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
- 3. Fee Collection and Payment.** Permittium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25th of each month which will itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.
- 4. Termination for Cause.** At any time, the CLIENT may terminate this User License Agreement immediately and without prior notice if Permittium is unable to meet goals and timetables or if the CLIENT is dissatisfied with the quality of services provided.
- 5. Insurance.** Permittium agrees to maintain a minimum of \$6,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permittium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days' written notice of any intent to cancel or terminate by either the Permittium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permittium liabilities as defined within this User License Agreement will be capped at the greater of the compensation received by Permittium, or the \$6,000,000 limit of general liability policy.
- 6. Taxes.** Permittium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.

7. **Monitoring and Auditing.** Permitium shall cooperate with the CLIENT, or with any other person or agency acting at the direction of the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
8. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium' possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium' products and services. Except as essential to Permitium' obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

9. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the CLIENT's records. Without limiting the foregoing, Permitium specifically warrants that:
 - 9.1. All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe,

controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;

- 9.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 9.3. All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.
- 9.4. Permitium have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.
- 9.5. All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

10. Standard of Care. Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of services and records governed by this User License Agreement.

11. Indemnification. Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 5.

CLIENT shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

12. Relationship of Parties. Permitium shall be an independent User License Agreement of the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.

13. Compliance with Applicable Laws. Permitium shall comply with all applicable laws

and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.

14. **Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.
15. **Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the CLIENT's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the client within 10 business days of any assignment.
16. **User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.
17. **Iowa Law.** Iowa law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of Iowa.
18. **Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.
19. **Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.
20. **Non-Solicitation.** The Receiving Party agrees that, during the term of this Agreement, and for a two-year period following the expiration of this Agreement, the Receiving Party shall not solicit any employees of CLIENT to become employees of the Receiving Party or its affiliated entities.
21. **Notices.** Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed

below or his successor.

If to: Permitium
Permitium, LLC
10617 Southern Loop Blvd.
Pineville, NC 28134
Attn: Matt Solomon

If to CLIENT:
Story County Sheriff IA
1315 South B. Ave. _____

Nevada _____, Iowa _____ 50201 _____

22. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Story County Sheriff IA

PERMITIUM, LLC

Printed Name: Paul H. Fitzgerald

Printed Name: Matt Solomon

Signed: *Paul H. Fitzgerald*

Signed: *Matt Solomon*

ITS: Sheriff

ITS: Managing Partner

DATE: 11/29/2020

DATE: 11/26/2020

APPROVED **DENIED**
Board Member Initials: *PM*
Meeting Date: 12-8-2020
Follow-up action: _____

STATEMENT OF WORK – EXHIBIT 1

Implementation Plan

- Configure the initial instance of the new **Permitium** solution based on the Client's current pistol permit process and **Permitium**'s demonstration site
- Refine the new **Permitium** solution through an iterative process based on input received from the Client during the testing phase
- Test the **Permitium** solution, revise as needed and prepare it for production
- Provide training for the Client as needed
- Provide ongoing support, hosting and management of the **Permitium** Solution

Implementation Team

Permitium	Support Team		855-712-PERM	support@permitium.com
Client	Executive Sponsor			
	Project Manager			

Data and Security

All data collected in the Client's instance of **PermitDirector** is the property of the Client.

Permitium does not own and will not distribute data without the written consent of the Client.

All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

Cost of Service

Cost for **PermitDirector** software, implementation services or support – Permitium will charge

\$4.00 passed on as a convenience fee back to the applicant for each application submitted.

Concealed Weapon Applications

Purchase Permit Applications

Credit card company fees are passed through to the applicant by **Permitium** based on our contract rate. The current rate is \$.30 per transaction plus 2.9% of the total transaction. Cash transactions can be paid at no additional cost at counter.

If Client elects to offer some or all services for free, transaction convenience fees still apply.



**STORY COUNTY
BOARD OF SUPERVISORS
LINDA MURKEN
LAURIS OLSON
LISA HEDDENS**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

December 4, 2020

Story County Board of Supervisors
900 6th St.
Nevada, IA 50201

Dear Board:

The Animal Control Department has a cell phone request on the 12/8 consent agenda that is planned for on-call use, similar to other departments, so that individual employees won't need to make their personal cell numbers public when on call. This does not increase the department's budget.

Thank you for your consideration of this request.

Respectfully,

Sandra King
Director of External Operations and County Services



NASPO ValuePoint
PURCHASING ENTITY AGREEMENT
WIRELESS, DATA, VOICE AND ACCESSORIES
 Led by the state of Utah

Master Agreement #: MA152
 Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**
 Purchasing Entity:

1. **Scope:** Verizon Wireless (“Contractor”) and the State of Utah, for itself and on behalf of NASPO ValuePoint (“NASPO ValuePoint” and/or “Customer”), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019 (together with any amendments and addenda the "Master Agreement"). The State of Iowa (“Participating State”) has entered into a Participating Addendum (“PA”) with Contractor pursuant to the Master Agreement, allowing certain state agencies, political subdivisions, and other eligible entities to make purchases under the PA. This Purchasing Entity Agreement applies to the purchase and use of Products (e.g. wireless service, software and other services) by the Purchasing Entity under the PA. Contractor reserves the right to terminate this Agreement if at any time it is determined that Purchasing Entity is not eligible to purchase under the PA. All capitalized terms not defined in this Purchasing Entity Agreement will have the same meaning provided in the Master Agreement, as modified by the PA.
2. **Participation:** By executing this Purchasing Entity Agreement, the Purchasing Entity certifies that it has all approvals required by law, regulation or otherwise to complete purchases under the PA, and further represents and agrees as follows:
 - 2.1. It is eligible to complete purchases under the PA, will provide documentation substantiating its eligibility as may be requested by Contractor from time to time, and will immediately notify Contractor of any change in its eligibility to purchase under the PA;
 - 2.2. All purchases are governed by the terms of the Master Agreement and PA, and Purchasing Entity specifically agrees to these terms;
 - 2.3. It consents to the release of its account information to NASPO ValuePoint and the Participating State for the purpose of Contractor meeting its contractual reporting requirements, as further described in the Master Agreement and the PA;
 - 2.4. It will ensure that this Purchasing Entity Agreement will only be used in support of government, not for profit and private education business; and
 - 2.5. The contact person listed below (“Authorized Contact”) is authorized to act on behalf of, and otherwise bind Purchasing Entity, on account matters, including purchase equipment, add and cancel lines of service.
3. The undersigned represents and warrants that he or she is fully authorized to execute this Purchasing Entity Agreement on behalf of the Purchasing Entity, and that the delivery and execution of this Purchasing Entity Agreement has been approved by all required organizational action.

Street Address: 900 6th St
 City, State & Zip Nevada, IA 50201
 Authorized Contact Phone number: (515) 382-7201
 Authorized Contact Email address: lmurken@storycountyiowa.gov
 Authorized Signature: 
 Print Name: Linda Murken
 Title: Chair, Board of Supervisors
 Date: 12/8/2020

NOTICE OF APPOINTMENT

PERSON APPOINTED: Kimberly Stephens

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

ASSET

LENGTH OF TERM: 3 Years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM?) No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 01/04/2021

DATE TERM EXPIRES: 12/31/2023

APPROVED **DENIED**
Board Member Initials: gme
Meeting Date: 12/8/2020
Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Linda Hagedorn

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

ASSET

LENGTH OF TERM: 3 Years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM?) No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 01/04/2021

DATE TERM EXPIRES: 12/31/2023

APPROVED **DENIED**
Board Member Initials: gm
Meeting Date: 12-8-2020
Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Elara Jondle

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Board of Adjustment

LENGTH OF TERM: 5 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 01/04/2021

DATE TERM EXPIRES: 12/31/2025

APPROVED **DENIED**
Board Member Initials: YMU
Meeting Date: 12/8/2020
Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Ben Jensen

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Planning and Zoning Commission

LENGTH OF TERM: 5 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 01/04/2021

DATE TERM EXPIRES: 12/31/2025

APPROVED **DENIED**
Board Member Initials: BJ
Meeting Date: 12/8/2020
Follow-up action: _____

NEOGOV

Invoice #INV-17796

From

Governmentjobs.com, Inc. DBA NEOGOV
300 Continental Blvd.
Suite 565
El Segundo, CA 90245

Bill To

Story, County of (IA)
900 6th Street
Nevada, IA 50201
USA

Invoice Summary

Invoice Number	INV-17796
Date	12/01/2020
Terms	Net 30
Due Date	12/31/2020
Amount Due (USD)	\$ 12,530.39

Item / Description

Perform

This is your subscription fee for Perform for the term starting 01/01/2021 and ending 12/31/2021.

Amount	Total
12,530.39	12,530.39

Amount Due (USD)	\$ 12,530.39
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Thank you for your business!

Please make checks payable to:

Governmentjobs.com, Inc
DEPT LA 25067
Pasadena, CA 91185-5067

To pay by credit card, please reply to this email or reach out to billing@neogov.com and we will send you a payment link.

For Payments by Wire:
Silicon Valley Bank
Account #: 3302022848
Account Name: Governmentjobs.com, Inc.
Bank Routing No.: 121140399
Swift Code: SVBKUS6SIBO

For a copy of our W9, please click on "Download W9" above.

APPROVED **DENIED**
Board Member Initials: AM
Meeting Date: 12-8-2020
Follow-up action: _____



Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



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

To: Board of Supervisors
 Linda Murken, Chairperson
 Lisa Heddens
 Lauris Olson

From: Sheriff Paul H. Fitzgerald 

Date: December 3, 2020

Reference: Purchases over \$5,000 (unbudgeted)

.....

Earlier this calendar year I approached the Board of Supervisors and addressed the need to purchase protective equipment for my staff. With the civil unrest we continue to watch throughout the country, and the majority of peace officer deaths are due to firearms, I am moving forward to purchase rifle rated ballistic plates this fiscal year.

The Sheriff's Office will be purchasing 11 rifle rated ballistic plates for a total amount of \$8,250.00. The Sheriff's Office will have sufficient funds to pay for the ballistic plates out of the current budget year.

APPROVED **DENIED**

Board Member Initials: LM

Meeting Date: 12/8/2020

Follow-up action: _____

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 12/1/2020

Windstream Communications Luke Niles
Name of Company (Applicant - Permittee)

Luke Niles 501-748-5893
by Phone no.

Recommended for Approval:

Date 12-1-20

Dan Moon 515-382-7355
County Engineer Phone no.

Approved:

Date 12/8/2020

Aludakula
Chair, Board of Supervisors
Story County, Iowa

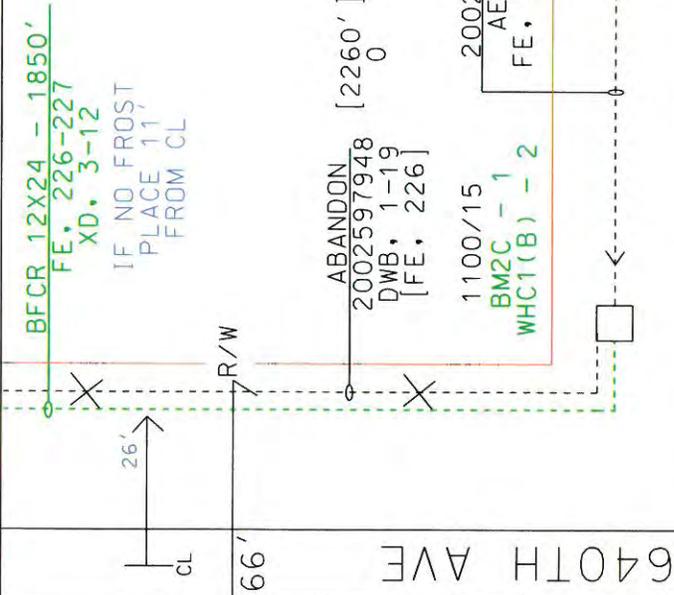
Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

PRINT 2 ↑

ESTIMATED QUANTITY

UNIT CODE

BFCR 12X24	1850'
SEB 2X22(B)	350'
BM61SEB(B)	75'
NID(1)3G(B)	1
BM83(B)	1
SEB-CO(B)	1
SEB-COA(B)	1
NID-MOD(B)	1
BD3M	1
BM2	1
HC1B	2
BM2C	1
WC1B	2



170TH ST

NOTE AREA:

ESTIMATED QUANTITY

UNIT CODE

AS BUILT QUANTITY



windstream.
ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN.
THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL: 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION.

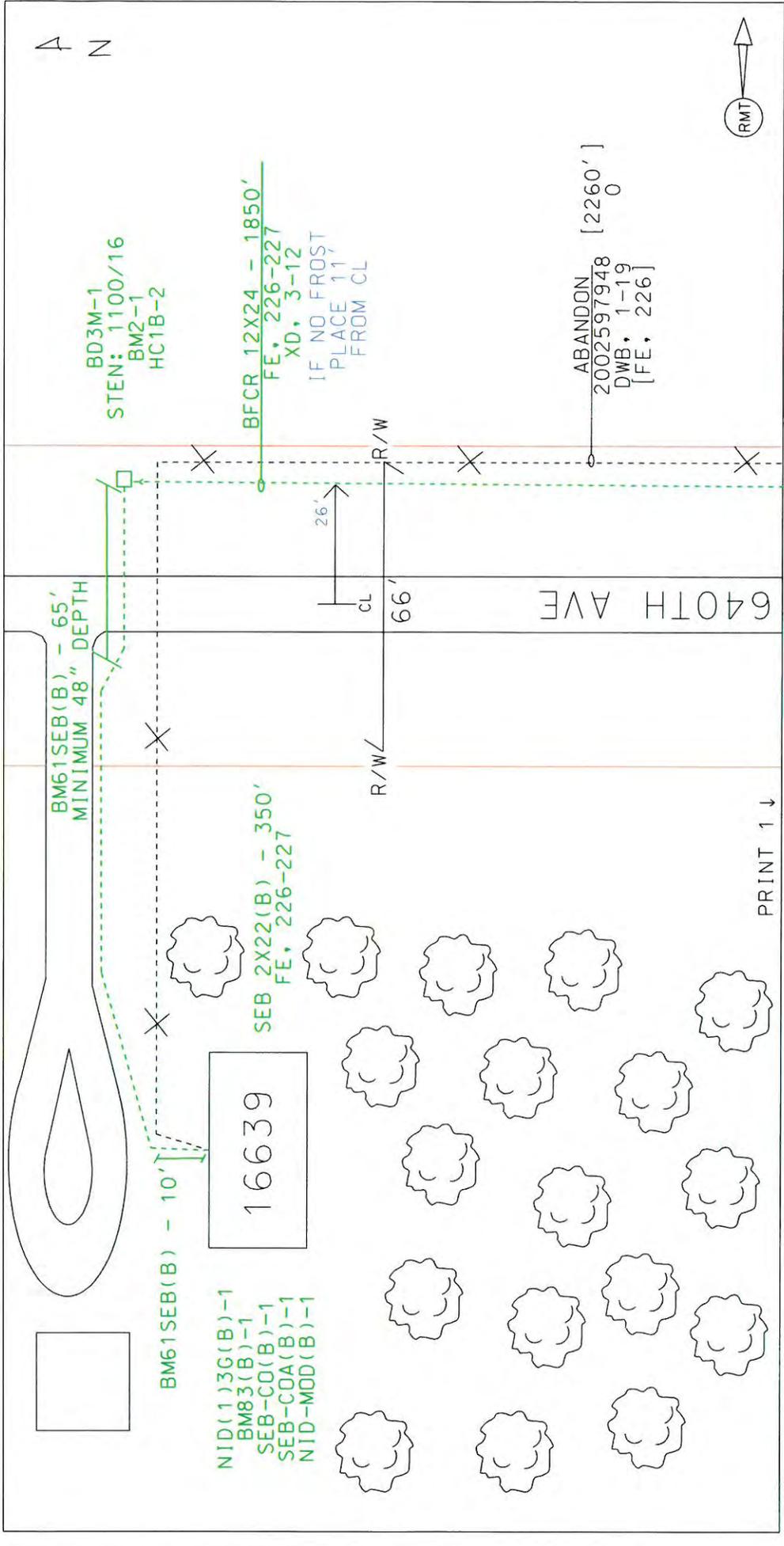
EXCH NAME: NEVADA DATE: 11/27/20

WO#: 713309080-00078

TITLE: Place cable and drop for 16639 640th Ave

CUST: JENNIFER ETTER ENG: HNA PRINT #: 1 OF 2

A N



BD3M-1
STEN: 1100/16
BM2-1
HC1B-2

BFCR 12X24 - 1850'
FE, 226-227
XD, 3-12
IF NO FROST
PLACE 11'
FROM CL

ABANDON
2002597948 [2260']
DWB, 1-19
[FE, 226]

BM61SEB(B) - 65'
MINIMUM 48" DEPTH

SEB 2X22(B) - 350'
FE, 226-227

BM61SEB(B) - 10'
16639
NID(1)3G(B)-1
BM83(B)-1
SEB-CO(B)-1
SEB-COA(B)-1
NID-MOD(B)-1

R/W/ CL 66' R/W/

640TH AVE

PRINT 1 ↓

UNIT CODE	ESTIMATED QUANTITY	AS BUILT QUANTITY	NOTE AREA:

CALL ONE-CALL: 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION.
EXCH NAME: NEVADA DATE: 11/27/20
WO#: 713309080-00078
TITLE: Place cable and drop for 16639 640th Ave
CUST: JENNIFER HNA ENG: PRINT #: 2 OF 2

ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN.
THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY
OF THE CONTRACTOR OR THE WINDSTREAM CREW.



Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Luke Feilmeier, Park Ranger
Date: December 8, 2020
Re: Consideration of Hickory Grove Park Building Repairs from Walker Brothers for \$58,419.20.

We are seeking approval for a non-budgeted repair item from a hail damage storm event that occurred July 10, 2020 at Hickory Grove Park. During this event many of the buildings, residence and shelters had hail damage to the asphalt shingles on their roofs. Through replacement options, we have found a solution to the asphalt shingles on these facilities. They will be replaced with a metal, shingle looking sheet which is much more durable; expanding the life of our facilities and carries a warranty that surpasses that of asphalt shingles. This material is also at a similar, but lesser cost to what Iowa Property Adjusting, LLC evaluated for asphalt shingle damage during their damage assessments. Story County Conservation collected quotes from vendors for these roofing repairs utilizing this metal sheet material.

Story County Conservation would like to award this work to the low responsive quote, Walker Brothers, for \$58,419.20. Story County will also be collecting insurance reimbursement for this repair outside of the insurance plan deductible.

The Story County Conservation Board recommends your approval.

Approval

Disapproval

Date

12/8/2020

Date

STORY COUNTY CONSERVATION
QUOTE PURCHASING FORM

Employee requesting quote: Luke Feilmeier, Park Ranger

Item(s) description:

Contractor will perform repairs identified by Iowa Property Adjusting, LLC from the July 10th hail event on nine facilities at Hickory Grove Park totaling 104.32 squares. Contractor will be installing metal shingles vs. asphalt providing extended protection for years to come.

Price quotes were received from the following firms:

Firm	Price/Quote
Walker Brothers	\$58,400.00
Wirtzy Roofing	Non responsive
CS Roofing	3-4 week behind on quotes

Comments: We recommend awarding the bid to Walker Brothers based on their low and only responsive quote. CS and Wirtzy are months behind on work getting caught up on Derecho repair work to fit our timeline. Walker Brothers is based out of Sioux City which didn't experience the damage making them better suited to fit our timeline. Their quote also includes a 50 year non prorated warranty and 20 year labor warranty.

The following firm was selected: Walker Brothers

Purchase approved by: Ryan Wiemold

Date: 12/1/20

CONTRACT

THIS AGREEMENT made and entered by and between Story County, Iowa, by Its Conservation Board, Contracting Authority, and **Walker Brothers Roofing, LLC**

of Walker Brothers Roofing, LLC Contractor.

WITNESSETH: That the Contractor, for and in consideration of up to

\$58,419.20

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Repair roofs on facilities as detailed by Iowa Property Adjusting.	104.32	sq	\$560.00	\$58,419.20
	Repairs to Include:				
2	Install titanium UDL #50 underlayment & Varitile Metal I-Shingle Roof	9.00	bldg		
3	Install new eave metal flashing starters	9.00	bldg		
4	Install 18" double W style valley pans w/ valley cap covers	9.00	bldg		
5	Install new gable metal track flashing with gable covers	9.00	bldg		
6	Install new 12" cobra ridge surface area - 26409-05-05 & 28-13	2.00	bldg		
7	Install 14" shingle ridge caps	9.00	bldg		
8	Repair chimney flashing - 26409-28-13	1.00	bldg		
9	Clean up and haul away job materials	1.00	ls		
	Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,000.00 commercial umbrella				
	The County, in accordance with Title VI of the Civil Rights Act of 1964, 79 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.				
	This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.				
				Subtotal:	\$58,419.20
	Ø See supplemental information on Page 2			Pg2 Subtot:	
				TOTAL:	\$58,419.20

Said specifications and plans are hereby made a part of the the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

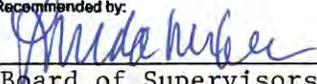
That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. SCCB 2020-01

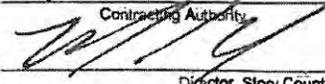
in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto. That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
9-Dec-20		1-Apr-21	

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

Recommended by:

 Board of Supervisors
 Date 12/8/2020

Approved:
Story County, Iowa
 Contracting Authority
 By: 
 Director, Story County Conservation Board
 Date: 12/7/2020
 By: _____
 Contractor
 Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Goodin Insurance Agency 400 Evans Street, PO Box 2 Sloan IA 51055		CONTACT NAME: PHONE (A/C No, Ext): (712) 428-1555 FAX (A/C, No): (712) 428-1553 E-MAIL ADDRESS: SloanOffice@GoodinIns.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Motorists Insurance	NAIC # 13331
INSURED Walker Brothers Roofing LLC 3281 Fayette Ave Sloan IA 51055		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 20201201112255691

REVISION NUMBER:

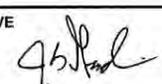
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	5000108400	03/10/2020	03/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	5000108400	03/10/2020	03/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	no employees per Kyle 12/3/2020			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Story County, Iowa and Story County Conservation are listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Story County, Iowa Story County Conservation 56461 180th St Ames, IA 50010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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NOTICE OF APPOINTMENT

PERSON APPOINTED: Dr. James Pease

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Conservation Board

LENGTH OF TERM: 5 Years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM?) No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 01/04/2021

DATE TERM EXPIRES: 12/31/2025

APPROVED

DENIED

Board Member Initials: JP

Meeting Date: 12/8/2020

Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Dr. John Paschen

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Board of Health

LENGTH OF TERM: 3 Years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 01/04/2021

DATE TERM EXPIRES: 12/31/2023

APPROVED **DENIED**
Board Member Initials: JP
Meeting Date: 12-8-2020
Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Dr. John Kluge

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Board of Health

LENGTH OF TERM: 3 Years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 01/04/2021

DATE TERM EXPIRES: 12/31/2023

APPROVED **DENIED**
Board Member Initials: JK
Meeting Date: 12/8/2020
Follow-up action: _____

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Margaret Cemashko Jaynes, Story County Environmental Health Director, 900 6th St., Nevada, Iowa 50201
Return to Story County Environmental Health Department

ORDINANCE NO. 287

AN ORDINANCE REPLACING STORY COUNTY CHAPTER 65, PRIVATE SEWAGE DISPOSAL SYSTEMS, ADOPTED MAY 29, 2018, SO AS TO ADD DEFINITIONS, SET MORE STRINGENT SETBACKS, LIMIT SHARED SEPTIC SYSTEMS, IDENTIFY WHEN A PERMIT OR ALTERATION PERMIT IS REQUIRED, CONTINUE TO HAVE THE SANITARIAN CONDUCT SITE EVALUATIONS, ALLOW SANITARIAN TO SEEK ASSISTANCE WITH SOIL CORING AT OWNER'S EXPENSE, SPECIFY INFORMATION REQUIRED IN THE EVALUATION REPORT, SET SPECIAL CONSIDERATIONS FOR SEPTIC SYSTEMS FOR PROPOSED SUBDIVISIONS, ALLOW SANITARIAN TO REQUEST ENGINEER'S PLAN, CONTINUE TO REQUIRE INSTALLERS TO BE CERTIFIED, REQUIRE SOIL PROTECTION, SET MORE STRINGENT HOLDING TANK REQUIREMENTS, ISSUE CERTIFICATES OF COMPLETION, REQUIRE SEPTIC TANK PUMPING EVERY FIVE YEARS FOR EXISTING AND NEW SEPTIC SYSTEMS, SET REQUIREMENTS FOR DISCHARGING SYSTEMS AND MAINTENANCE AGREEMENTS, AND SET AN ADOPTION DATE.

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

WHEREAS; the Story County Board of Health, at their meeting on August 4, 2020, moved and approved a recommendation to the Board of Supervisors to consider the above described ordinance change for adoption,

WHEREAS: all other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict; and

WHEREAS: if any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional; and

WHEREAS: this ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

THEREFORE, HEREBY BE IT ORDAINED, that the Story County Board of Supervisors approves Ordinance No. 287.

Action upon FIRST Consideration: Approved
DATE: November 18, 2020

Moved by: Olson
Seconded by: Murken
Voting Aye: Olson, Murken
Voting Nay: Heddens
Not Voting: None
Absent: None

Action upon SECOND Consideration: Approved
DATE: November 24, 2020

Moved by: Olson
Seconded by: Murken
Voting Aye: Olson, Murken
Voting Nay: Heddens
Not Voting: None
Absent: None

Action upon THIRD Consideration: Approved
DATE: December 8th, 2020

Moved by: Olson
Seconded by: Murken
Voting Aye: Olson, Murken
Voting Nay: Heddens
Not Voting: None
Absent: None

ADOPTED THIS 8th day of December, 2020.



Story County Board of Supervisors



ATTEST: County Auditor

CHAPTER 65 PRIVATE SEWAGE DISPOSAL SYSTEMS

- 65.01 Purpose
- 65.02 Applicability
- 65.03 Adoption of State Code
- 65.04 Designated Agency
- 65.05 Additional Rules
- 65.06 Definitions
- 65.07 Abbreviations
- 65.08 Setbacks
- 65.09 Sharing Septic Systems Prohibited
- 65.10 When Septic Construction Permit Needed
- 65.11 Documents Needed for Septic Construction Permit
- 65.12 When Septic Alteration Permit Needed
- 65.13 Documents Needed for Septic Alteration Permit
- 65.14 Application for Septic Construction or Septic Alteration Permits
- 65.15 New Wastewater Generation That Is to Be Directed to An Existing Septic System
- 65.16 Fees
- 65.17 Site Evaluation
- 65.18 Site Evaluation Report Content
- 65.19 Soil Protection
- 65.20 Holding Tanks
- 65.21 Subdivision Planning for Wastewater Treatment
- 65.22 Subdivision Lot Site Evaluations
- 65.23 Engineer's Design
- 65.24 Septic Construction Permit to Be Issued By EH
- 65.25 Denial of Permit
- 65.26 Voiding of Permit
- 65.27 Permit Expiration
- 65.28 Certified Installer
- 65.29 Request for Final Inspection
- 65.30 Final Inspection
- 65.31 Certificate of Completion
- 65.32 Inspection No Relief from Responsibility
- 65.33 Minimum Level of Septic System Maintenance Required
- 65.34 Systems That Require Maintenance Contracts
- 65.35 Discharging Systems
- 65.36 Variances
- 65.37 Severability Clause
- 65.38 Effective Date of this Ordinance

65.01 PURPOSE. The purpose of this chapter is to safeguard public health and protect water quality by minimizing the impact of private sewage disposal systems (septic systems) by promoting the maintenance of existing systems and employing best technology for new system installation.

65.02 APPLICABILITY. The provisions contained herein apply to any system that provides for the treatment or disposal of domestic sewage from four or fewer dwelling units or the equivalent of less than 16 individuals on a continuing basis, including domestic waste, whether residential or nonresidential, but not including any industrial waste of any flow rate except for on-farm food processing provisions described in Environmental Protection (567) IAC Chapter 68 *Commercial Septic Tank Cleaners*.

65.03 ADOPTION OF STATE CODE. Pursuant to the authority granted in Section 137.104 of the *Code of Iowa*, the Board of Health adopts, in its entirety, by reference;

65.04 DESIGNATED AGENCY. Pursuant to Chapter 137 of the *Code of Iowa*, the Story County Environmental Health Department (EH) is the designated agency to interpret, monitor and enforce the rules contained in Environmental Protection (567) IAC Chapter 69 *Private Sewage Disposal Systems* and Story County Ordinance Chapter 65 *Private Sewage Disposal Systems*.

65.05 ADDITIONAL RULES. Pursuant to Section 137.104 of the *Code of Iowa*, the Board of Health adopts the additional rules contained in this and supports the Story County Board of Supervisors adopting this chapter to the Story Code of Ordinances.

65.06 DEFINITIONS.

1. Bedroom means a private room where people usually sleep for the night. Story County does not have a building code, so there are no specific items, such as an egress, a closet, minimum room size, minimum height, etcetera, that make a room a bedroom. Residential septic system sizing is based on the number of bedrooms and soil type. A bedroom, for septic sizing, accommodates two people. Owners, in the process of selling a house, shall disclose the total number of bedrooms used for sizing the septic system, as stated on the permit, in an effort to inform buyers of the wastewater generation capacity.

2. Certified Installer means a person who qualifies as a Certified Installer of On-site Wastewater Treatment Systems (CIOWTS). Certification, recertification, and continuing education for CIOWTS is accredited by the Iowa On-site Waste Water Association (IOWWA). Continuing education credits for CIOWTS certification obtained prior to January 1, 2018 may continue to be tracked with the National Environmental Health Association (NEHA) or IOWWA. If the IOWWA board members have good reason to believe the certified installer is not meeting the standards of a CIOWTS contractor, the IOWWA board has the authority to revoke a certification, with an appeal process available for the contractor. Refer to the IOWWA *Certified Installer On-site Wastewater Treatment Systems Credentialing Handbook*.

3. Maintenance contract means a binding document between the property owner and a septic system maintenance contractor. A maintenance contractor has been trained by the system's manufacturer to service, monitor, make minor repairs, and report on said manufactured system. For systems no longer being manufactured, a person may service a septic device via permission granted by a variance issued by the EH. Maintenance contractors are not required to be a Certified Installer.

4. Professional Septic System Evaluator and Designer (Professional Evaluator)

A. Includes a person who is able to successfully:

1. Demonstrate knowledge and skill in soil morphology, observing attributes such as color, mottling, reduction-oxidation, texture, structure, and compaction.
2. Identify seasonal groundwater levels and other limiting layers.
3. Identify soil loading rates.
4. Identify topography and landforms and complex slopes as they relate to wastewater treatment.
5. Identify the optimum type and placement and depth of disposal systems.

6. Design systems as per the requirements of IAC Chapter 69 “Private Sewage Disposal Systems” and this ordinance.
 7. Identify the proper use of pumps, tanks, distribution boxes, drop boxes, valves, plumbing, piping, grease traps, holding tanks, and aggregate.
 8. Demonstrate knowledge of wastewater strengths.
- B. Professional Evaluators include (but not limited to):
1. Licensed engineers in the State of Iowa. A minimum of three years of experience in onsite wastewater treatment system design and soil evaluations are required.
 2. Individuals with a bachelor’s or associate’s degree from an accredited postsecondary education institution in Soil Science, Environmental Science, Agronomy, or related field. A minimum of three years of experience in onsite wastewater treatment system design and soil evaluations are required.
 3. The Story County Sanitarian
- C. A person wanting to work in Story County as a Professional Evaluator shall submit an application and supporting documentation to EH. Application forms shall be provided by EH. An interview may be requested by EH to aid in determining if a person is qualified to be a Professional Evaluator in Story County. An appeal for denials may be requested in writing to the BOH within thirty days of EH’s decision.
- 5. Stream** means any watercourse listed as a “designated use segment” in rule IAC Chapter 61 567-61.3 (455B) which includes any watercourse that maintains flow throughout the year or contains sufficient pooled areas during intermittent flow periods to maintain a viable aquatic community. Designated use segments include:
- A. Class 'A1' water, as per the State of Iowa water classifications, also referred to as a primary contact recreational use water, means waters in which recreational or other uses may result in prolonged and direct contact with the water, involving considerable risk of ingesting water in quantities sufficient to pose a health hazard. Such activities would include, but not be limited to, swimming, diving, water skiing, and water contact recreational canoeing.
 - B. Class 'A2' water, as per the State of Iowa water classifications, also referred to as a secondary contact recreational use water, means waters in which recreational or other uses may result in contact with the water that is either incidental or accidental. Such uses include fishing, commercial and recreational boating, any limited contact incidental to shoreline activities and activities in which users do not swim or float in the water body while on a boating activity.
 - C. Class 'A3' water, as per the State of Iowa water classifications, also referred to as a children's recreational use water, means waters in which recreational uses by children are common. Such waters are water bodies having definite banks and bed with visible evidence of the flow or occurrence of water. This type of use would primarily occur in urban or residential areas.

65.07 ABBREVIATIONS.

1. BOH Story County Board of Health
2. CBOD5 Carbonaceous biochemical oxygen demand (five-day) means the amount of oxygen consumed in the biological processes that break down carbonaceous organic matter in water by aerobic biochemical action in five days at 20°C
3. CIOWTS Certified Installer of Onsite Wastewater Treatment Systems
4. EH Story County Environmental Health Department personnel

5. EPA Federal Environmental Protection Agency
6. IDNR Iowa Department of Natural Resources
7. IOWWA Iowa On-site Wastewater Association
8. NEHA National Environmental Health Association
9. NOI Notice of Intent to discharge
10. NPDES National Pollutant Discharge Elimination System
11. TSS Total Suspended Solids

65.08 SETBACKS. Setbacks more stringent than the IDNR requirements have been established by Story County to enhance water quality protection. The current setback requirements for the IDNR are shown in parentheses in the table below. The more stringent setbacks apply to all new septic installations in Story County installed after January 1, 2021. Owners who have limited options for system placement may request, in writing, a variance for this requirement to the Sanitarian. Appeals of the Sanitarian's decision will be heard and voted on by the BOH.

Table 1

Minimum Horizontal Distance in Feet From	Closed Portion of Treatment System *	Open Portion of Treatment System **
Private water supply well	50 (50)	100 (100)
Shallow public water supply well ***	200 (200)	400 (400)
Deep public water supply well ****	100 (100)	200 (200)
Groundwater heat pump borehole	50 (50)	100 (100)
Lake or reservoir	50 (50)	100 (100)
Stream (Class A1, A2, and A3) or pond	25 (25)	50 (25)
Edge of road ditch	10	10
Edge of drainage district ditch	25 (10)	50 (10)
Dwelling or other structure	10 (10)	20 (10)
Property lines (unless a mutual easement recorded)	10 (10)	10 (10)
Other type of subsurface treatment system	5 (5)	10 (10)
Water lines continually under pressure	10 (10)	10 (10)
Suction water lines	50 (50)	100 (100)
Foundation drains	10 (10)	10 (10)
Subsurface drainage tiles	25 (10)	50 (10)

* Includes septic tanks, aerobic treatment units, fully contained media filters, holding tanks, and impervious vault toilets.

** Includes subsurface absorption systems (secondary and tertiary treatment), mound systems, intermittent sand filters, constructed wetlands, open bottom media filters.

*** Shallow well means a well located and constructed in such a manner that there is not a continuous layer of low-permeability soil or rock (or equivalent retarding mechanism acceptable to IDNR) at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.

**** Deep well means a well located and constructed in such a manner that there is a continuous layer of low-permeability soil or rock at least 5 feet thick located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.

65.09 SHARING OF SEPTIC SYSTEMS PROHIBITED.

1. The sharing of a septic system by two or more wastewater sources not owned by the same person or entity is prohibited with the following exceptions:
 - A. Parcels within a residential subdivision that have been preapproved by EH, and designed by an engineer.
 - B. Shared private septic systems that are in existence on January 1, 2021, and are in proper working condition.
2. Alterations of existing systems (distribution box or septic tank replacements) are allowed on shared systems with approval from EH. For those shared systems not located in a subdivision, efforts shall be made to change them over to individual systems.
3. A failed system discovered as a result of a time of transfer inspection or a complaint shall result in requiring individual systems be installed for each parcel.

65.10 WHEN SEPTIC CONSTRUCTION PERMIT NEEDED:

1. New construction with wastewater generation.
2. An existing system not large enough to treat a proposed increase for wastewater loading and/or wastewater strength. Examples include, but are not limited to:
 - A. A new home business such as, but not limited to a daycare, restaurant, beauty salon.
 - B. An increase in the number of bedrooms that the existing septic system is undersized to treat.
3. Replacement or enlargement of the secondary system.

65.11 DOCUMENTS NEEDED FOR SEPTIC CONSTRUCTION PERMIT:

1. Environmental Health's application form with payment.
3. Professional Evaluator's site evaluation and design diagram if applicable.
4. Maintenance contract if required.
5. Easement rights if required (easements shall be recorded with the Story County Recorder).

65.12 WHEN SEPTIC ALTERATION PERMIT NEEDED:

1. Septic tank or pump chamber replacement.
2. Distribution box replacement.
3. New wastewater generation is being directed to an existing system.

65.13 DOCUMENTS NEEDED FOR SEPTIC ALTERATION PERMIT:

1. Environmental Health's application form.
2. Fee payment.

65.14 APPLICATION FOR SEPTIC CONSTRUCTION OR ALTERATION PERMITS. Any person, firm, or corporation wishing to construct or reconstruct, or alter a septic system in Story County shall submit an application for a construction permit or alteration permit with EH. Application shall be made on forms provided by EH. Information provided shall contain, at a minimum: name of property owner, name of applicant, parcel identification, type of facility and/or anticipated wastewater volumes, number of existing and proposed bedrooms, number of buildings that have wastewater generation, name of certified septic installer, name of Professional Evaluator

conducting the site evaluation if applicable, property owner's permission for EH to enter premises, and any additional information requested by EH.

65.15 NEW WASTEWATER GENERATION THAT IS TO BE DIRECTED TO AN EXISTING SEPTIC SYSTEM.

1. A wastewater stream from a new house or building may be directed to an existing system (remaining from a house or building that was removed or destroyed) only if all of the following are true:

- A. The existing system is a permitted system.
- B. The existing system is large enough (based on the current septic sizing requirements of IAC Chapter 69) to accommodate the total wastewater load, existing and new.
- C. The existing system has been inspected by an IDNR certified time of transfer inspector, and found to be in good condition.
- D. An alteration permit has been obtained from EH.

2. A new wastewater stream from a second source (such as a workshop) may be directed to the existing septic system only if all of the following are true:

- A. The existing system is a permitted system.
- B. The existing system is large enough (based on the septic sizing requirements of IAC Chapter 69 when the system was originally installed) to accommodate the total wastewater load, existing and new.
- C. An alteration permit has been obtained from EH.

65.16 FEES. An application for permit must be accompanied by an application fee, as set by the Board of Health. Fees shall be payable to the Story County Treasurer, and directed to EH.

65.17 SITE EVALUATION. Site evaluations are required prior to issuance of a construction permit, and shall be conducted by a Professional Evaluator. When site evaluations are conducted by the Sanitarian, the Sanitarian may request that the owners, at their expense, provide assistance with soil coring when the ground is too difficult to probe (owner may hire a backhoe operator for digging holes, or hire a Professional Evaluator in lieu of the Sanitarian).

65.18 SITE EVALUATION REPORT CONTENT. The site evaluation report shall include, at a minimum:

1. Descriptions of the soil cores to at least 60", or to the depth of the identified limiting layer.
2. Soil core locations, shown on a map or diagram.
3. Depth to limiting layer and type of limiting layer.
4. Soil loading rates and or percolation rates.
5. Recommended septic system type.
6. Options for system location.
7. Easements required for the construction, placement, or maintenance of the septic system not located on the septic owner's property.
8. Diagram showing the location and setbacks of existing/proposed water wells, geothermal wells, horizontal geothermal loops, buildings, waterways, subsurface tiles, buried utilities, known locations of buried rubble, existing easements that may impact the construction of the septic system.

65.19 SOIL PROTECTION. As per the findings of the site evaluation, the proposed wastewater soil absorption area(s) shall be cordoned off to prevent soil compaction from construction traffic. This is the responsibility of the property owner and or the builder.

65.20 HOLDING TANKS. The use of holding tanks shall be limited as much as possible. If EH issues a permit for a holding tank, a maintenance contract for proper monitoring and servicing shall be established between the owner and a Commercial Septic Tank Cleaner. A maintenance contract is required for the life of the installed holding tank. The homeowner is responsible for ensuring that the contract guarantees the removal of the tank contents before overflow or any discharge.

65.21 SUBDIVISION PLANNING FOR WASTEWATER TREATMENT.

1. Soil-based treatment is the preferred method of treatment and septic system placement shall be a key part of the planning phase for subdivisions. Establishing lot sizes, lot lines, green spaces, easements, and road placement for a subdivision shall consider the soils, slope, waterways and sensitive environmental areas, providing for soil-based wastewater treatment as much as possible. Cluster systems (multiple houses using a shared system) are recommended for subdivisions in close proximity to a municipal sanitary sewer service area with potential to be incorporated within the city's growth area. Cluster systems shall have a maintenance contract for the life of the system.
2. The final plat for a subdivision shall show the area proposed for the septic system for each lot, based on soil maps, contours, waterways, setbacks, proposed wells, and probable house placement. Soil coring is not required for this step. Prior to any construction, or earth moving in the subdivision, the septic system area shall be cordoned off to protect the soil from construction related compaction.

65.22 SUBDIVISION LOT SITE EVALUATIONS.

1. For any subdivision of three lots or more, a Professional Evaluator, other than the Sanitarian, must be hired to conduct the site evaluation for each lot. The evaluation shall prioritize using the area identified as the lateral field location on the final plat.
2. The subdivision developer shall obtain a site evaluation report for each lot. The developer may pass this responsibility, in writing, to the buyer of a lot in said subdivision. The site evaluation shall be submitted to the Environmental Health Department prior to house construction.
3. The Sanitarian will review all site evaluations for subdivision lots for accuracy prior to issuing a septic permit.

65.23 ENGINEER'S DESIGN. EH may require a State of Iowa Licensed Professional Engineer's design for system proposals for commercial, institutional, or public service facilities with special wastewater treatment needs or large wastewater volumes. Official design plans shall include the engineer's name & signature, date, and license renewal date.

65.24 SEPTIC CONSTRUCTION PERMIT TO BE ISSUED BY EH. Upon receipt and EH approval of the application, payment, site evaluation report (if applicable), easement documents (if required) and maintenance contract (if required), EH shall issue a permit using information obtained from the site evaluation report, soil survey, flood maps, permit application, and other pertinent information. EH may apply policy or variations of design, which have been approved or recommended by the BOH, the Professional Evaluator, EPA, IDNR, or the University Extension Engineering Specialists in efforts to enhance wastewater treatment or increase the system's longevity. The permit

shall outline the basic construction design and minimum system size as defined in 567 IAC 69, along with any restrictive conditions or requirements. Mandatory system maintenance and monitoring requirements, easements, and other special conditions shall be stipulated on the permit.

65.25 DENIAL OF PERMIT. EH may deny issuing a permit if the application is incomplete or any factors for defining the wastewater treatment system are absent or shown to be inadequate.

65.26 VOIDING OF PERMIT. The septic system specifications, stipulated in the Story County BOH Permit, shall be followed. Any variation from that which is defined in the permit voids the construction or alteration permit.

65.27 PERMIT EXPIRATION. A permit for construction shall expire two calendar years from the date of issuance. EH may extend the expiration date as deemed necessary.

65.28 CERTIFIED INSTALLER. All septic installations, construction, reconstruction, and alterations shall be conducted by contractors who qualify and are in good standing as a Certified Installer of On-site Wastewater Treatment Systems (CIOWTS).

65.29 REQUEST FOR FINAL INSPECTION. The installer shall notify EH at least eight working hours, between 8:00 a.m. and 4:30 p.m. before the completed system is to be available for final inspection.

65.30 FINAL INSPECTION. All newly constructed or altered private sewage disposal systems shall be inspected by EH. The installer shall leave enough of the system exposed so that a thorough inspection of the system may be conducted. A certified installer shall be available to discuss details of the installation. EH will inform the installer of any concerns with the system installation that need to be remedied. The purpose of the final inspection is to collect field data in order to document the system's description and location, to determine if the permit intent was accomplished, and to assess the workmanship. A final as-built drawing shall be made as part of the final inspection.

65.31 CERTIFICATE OF COMPLETION. Upon completion of the final inspection of the newly constructed or altered private sewage disposal systems, EH shall issue a Certificate of Completion to the permittee or agent of the permittee if reasonable assurance is evident that the septic system was built according to applicable requirements as specified in the construction permit. The certificate shall include, at a minimum, the parcel identification, permit number, date, name of certified installer, and name of EH inspector.

65.32 INSPECTION NO RELIEF FROM RESPONSIBILITY. The purpose of the final inspection is to collect field data in order to document the system's description and location, to determine if the permit intent was accomplished, and to assess the workmanship. The field data collected during the inspection documents the conditions at the time of the inspection, but does not necessarily sanction a system as being in compliance with the requirements of 567 IAC 69. This ordinance shall not be construed to relieve from or lessen the responsibilities of any person, partnership, or corporation

owning, operating, or installing septic systems, construction, or equipment, for the damage to property or persons injured by any defect therein. Nor shall Story County or any agent thereof be deemed to assume any such liability by reason of the inspection authorized herein or the certificate of installation issued by the EH. It is the responsibility of the certified installer to ensure that all septic system installations are performed in accordance with the provisions of Environmental Protection (567) IAC 69 and Story County Ordinance Chapter 65.

65.33 MINIMUM LEVEL OF SEPTIC SYSTEM MAINTENANCE REQUIRED. The individual sewage treatment system and all components must be maintained in compliance with this chapter and the septic system manufacturer's requirements.

1. Septic tanks and pump chambers shall be pumped at least every five years, or more frequently, if required by the system's manufacturer.
2. Septage shall be disposed of in accordance with state, federal, and local requirements.
3. The owner of a property with a septic system, or a person, working in Story County who is a licensed Commercial Septic Tank Cleaner as defined in Environmental Protection (567) IAC 68.2(455B) shall maintain the following records and submit them to EH:
 - A. Location (address) of the serviced tank.
 - B. Method of septage disposal (land applied or municipal treatment plant).
 - C. Volume of septage disposed.
 - D. General condition of the system (good, fair, poor).
4. EH shall maintain a tracking system for the information above.

65.34 SYSTEMS THAT REQUIRE MAINTENANCE CONTRACTS:

1. All owners of systems that require a maintenance contract as per Environmental Protection (567) IAC 69, or Story County Ordinance Chapter 65, shall demonstrate to EH that the contract is current by submitting a copy of the contract to EH during the month of January of every year the system is in use, or having the maintenance contractor submit a list of current contracts during the month of January of every year the system is in use.
2. The property owner shall follow the system manufacturer's requirements for maintenance.
3. Upon purchasing property that has a system that requires a maintenance contract, the new owner shall submit a copy of the maintenance contract to EH within 30 days of the time of transfer.

65.35 DISCHARGING SYSTEMS.

1. Septic systems that are designed to discharge effluent as per specifications of this ordinance shall meet effluent parameters identified below. Septic systems with laterals as tertiary treatment are not considered discharging systems, and do not need to be sampled. There are two classifications of discharging systems, based on where they discharge:
 - A. If the system discharges to a designated surface water of the state or a subsurface drainage tile, the owner of the septic system shall submit a Notice of Intent to the IDNR, and obtain a National Pollutant Discharge Elimination System (NPDES) General Permit #4. These septic systems shall meet the effluent parameters identified in the permit issued by IDNR.
 - B. Those septic systems that DO NOT discharge to a designated surface water of the state or a subsurface drainage tile shall meet the effluent parameters identified in Table 2, below. Sampling is

required upon request by the Sanitarian to verify that a discharging system is properly treating the effluent, or for a time-of-transfer inspection. Annual sampling is not required.

Table 2

Effluents Discharging To	E. coli cfu/100 mL	CBOD5 mg/L	TSS mg/L
Class "A1", "A3" waters	235	25	25
Class "A2" waters	2880	25	25
Ground surface	2880	25	25

2. Sampling location and procedure.

A. Effluent samples must be collected from an approved sampling port (accessed from ground surface) or from the end of the discharge pipe (if accessible) following the final treatment component of the system. Sample results shall be sent to EH.

B. If the system is not discharging at the time of sampling, but appears to have been discharging, water must be added to the system through the building plumbing to create a discharge.

3. Only a "qualified sampler" shall conduct effluent sampling for compliance monitoring. "Qualified samplers" include the following:

A. EH personnel - fees for sampling conducted by EH shall be set by the Board of Health.

B. An Iowa-certified wastewater treatment operator.

C. An individual who has received training approved by IDNR.

D. IDNR certified Time of Transfer inspectors.

4. Effluent samples must be analyzed by an Iowa certified lab. A list of certified laboratories is available from the State Hygienic Lab. Sample containers provided by the laboratory must be used for the sample. The sample must be collected from a free-falling effluent pipe or sampling port where the effluent is flowing. Samples shall not be taken from a pooled location. Sample submission shall follow the lab's instruction.

5. If a sample does not meet the effluent limits stated in Table 2 above, the owner must work with EH to investigate the potential causes of the problem, and a repeat sample must be taken within 30 days for the specific parameter that was out of compliance. If the second sample is noncompliant, the owner must take corrective actions to bring the system into compliance.

65.36 VARIANCES. Variances to this ordinance may be granted by EH provided sufficient information is submitted to substantiate the need for and propriety of such action. Requests for variances and justification shall be in writing, filed with EH. Appeals shall be decided by the BOH. Septic permits will list any approved variances.

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

65.38 EFFECTIVE DATE OF THIS ORDINANCE. These regulations go into effect January 1, 2021.

**Proposed Septic Ordinance
First Consideration, November 18, 2020**

**Environmental Health Department
Margaret Jaynes, Director**



WHY CHANGE NEW SEPTIC REQUIREMENTS?

Story County is taking a proactive approach to protecting and improving water quality. The design, installation, and maintenance of septic systems have a direct impact on water quality.

These proposals are part of the county's clean water initiative.

Timeline

- 9/24/19 Stakeholders meeting.
- 2/04/20 BOH recommended the BOS consider adopting changes to Chapter 65, *Private Sewage Disposal Systems*.
- 03/2020 Public hearing for ordinance #287 postponed due to Covid.
- 8/04/20 BOH recommended the BOS consider adopting changes to Chapter 65, *Private Sewage Disposal Systems*.
- 10/27/20 BOS passed Resolution #21-31, setting a date & time for a public hearing for Ordinance #287.
- 11/12/20 Public notice printed in newspapers.
- 11/18/20 First consideration.

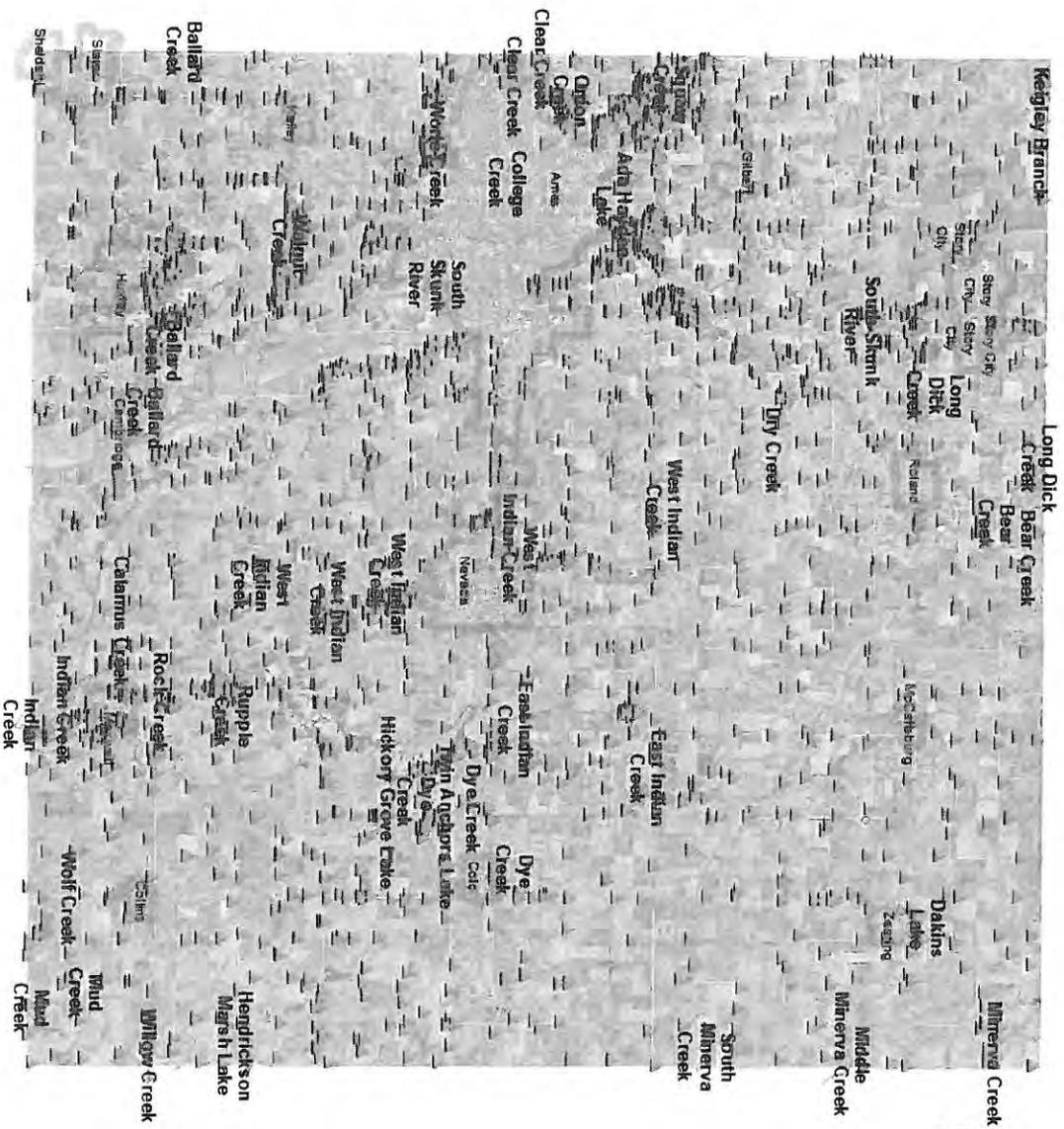
Second and third consideration dates will be set by the BOS.

The proposed regulations, if passed by the BOS, will replace the existing regulations, Story County Code of Ordinances, Chapter 65, *Private Sewage Disposal Systems*".

The effective date will be January 1, 2021. This was inadvertently shown as January 1, 2020 in the version originally posted to the county website, but has since been corrected.

Regulations

- State IAC Chapter 6g sets minimum standards for septic systems in Iowa for the county to enforce.
- Counties have home rule, and can enforce more stringent laws for septic systems with the exception of time-of-transfer inspection requirements.
- Story County began permitting septic systems in 1972.
- The bulk of the county septic regulations were adopted in 1990.
- Main change since then, in 2015, was the requirement for septic contractors to be certified.



Septic systems in Story County

- ❖ 3,120 active permitted septic systems.
- ❖ Estimated 900 properties, or 22% of rural properties do not have a septic permit.
- ❖ The time of transfer inspection program has found that most older houses that did not have a septic permit did not have a secondary system. A small study (10 houses) conducted near Hickory Grove Lake found that 100% of the houses that did not have a septic permit did not have secondary treatment.

This suggests that there are about 900 houses with no secondary treatment and the septic tank discharges to a field tile, ditch, or creek.

PROPOSED CHANGES FROM CURRENT RULES:

- Adds definitions.
- Sets more stringent setbacks.
- Limits shared septic systems.
- Identifies when a construction permit or alteration permit is needed.
- Continues sanitarian conducting site evaluations except for subdivisions.
- Allows sanitarian to request assistance coring (backhoe, etc.) at owner's expense.
- Specifies information required in the site evaluation report.
- Sets special considerations for septic systems for proposed subdivisions.
- Allows sanitarian to request engineer's plan.
- Continues to require installers to be certified.
- Requires soil protection.
- Sets more stringent holding tank requirements.
- Issues certificates of completion.
- Requires septic tank pumping every five years for existing & new septic systems.
- Changes due dates for maintenance agreements.
- Sets requirements for discharging systems.
- Sets an adoption date of January 1, 2021.



Minimum Horizontal Distance in Feet From	Closed Portion of Treatment System *	Open Portion of Treatment System **
Private water supply well	50 (50)	100 (100)
Shallow public water supply well ***	200 (200)	400 (400)
Deep public water supply well ****	100 (100)	200 (200)
Groundwater heat pump borehole	50 (50)	100 (100)
Lake or reservoir	50 (50)	100 (100)
Stream (Class A1, A2, and A3) or pond	25 (25)	50 (25)
Edge of road ditch	10	10
Edge of drainage district ditch	25 (10)	50 (10)
Dwelling or other structure	10 (10)	20 (10)
Property lines (unless a mutual easement recorded)	10 (10)	10 (10)
Other type of subsurface treatment system	5 (5)	10 (10)
Water lines continually under pressure	10 (10)	10 (10)
Suction water lines	50 (50)	100 (100)
Foundation drains	10 (10)	10 (10)
Subsurface drainage tiles	25 (10)	50 (10)

* Includes septic tanks, aerobic treatment units, fully contained media filters, holding tanks, and impervious vault toilets.

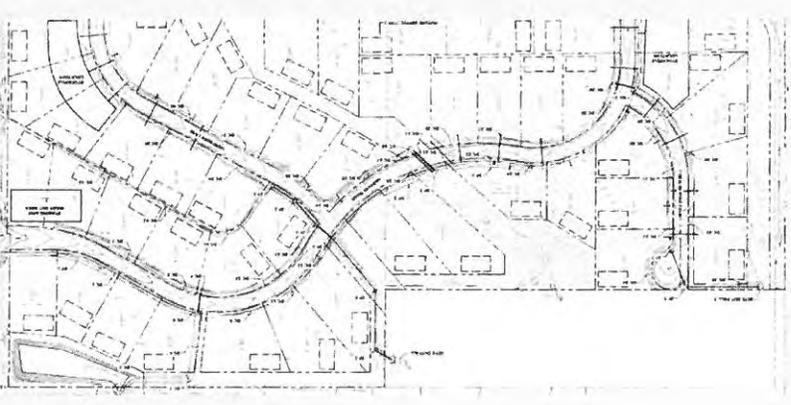
** Includes subsurface absorption systems (secondary and tertiary treatment), mound systems, intermittent sand filters, constructed wetlands, open bottom media filters.

*** Shallow well means a well located and constructed in such a manner that there is not a continuous layer of low-permeability soil or rock (or equivalent retarding mechanism acceptable to IDNR) at least 5 feet thick; the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.

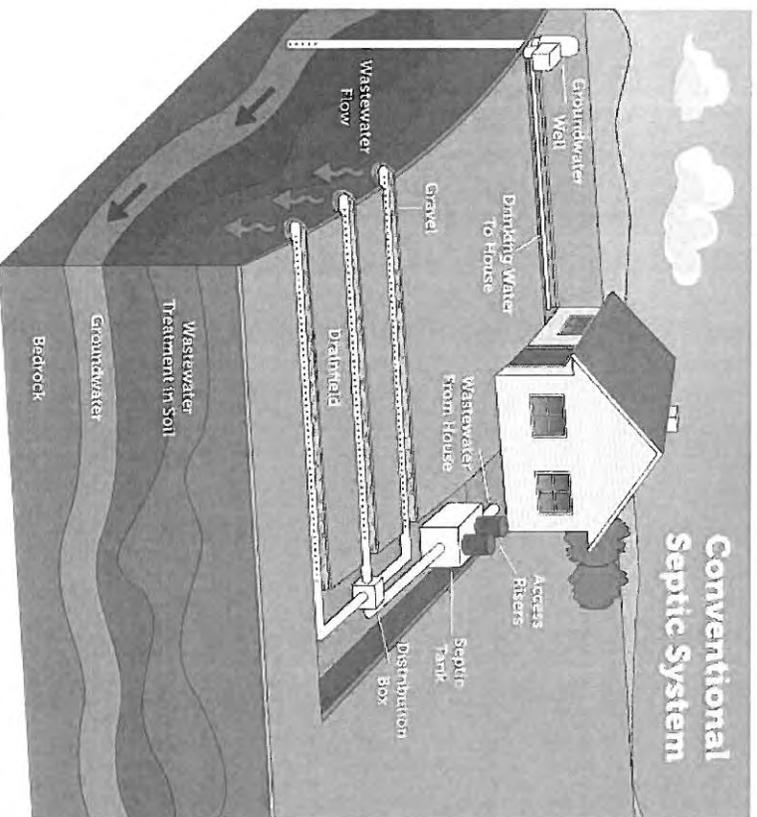
**** Deep well means a well located and constructed in such a manner that there is a continuous layer of low-permeability soil or rock at least 5 feet thick located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.

Subdivisions:

- Lot size and configuration shall take into account features that impact septic system placement.
- Final plats shall show the location of the proposed septic system for each lot. Soil coring is not required at this step.
- For any subdivision of three lots or more, a professional evaluator, other than the county sanitarian, shall conduct site evaluations for each lot.
- The sanitarian will conduct a site visit and confirm all evaluations. This will ensure program continuity, and provide a second review for environmental factors.



How do septic systems work?



Please note: Septic systems vary. Diagram is not to scale.

<https://www.epa.gov/septic/types-septic-systems>

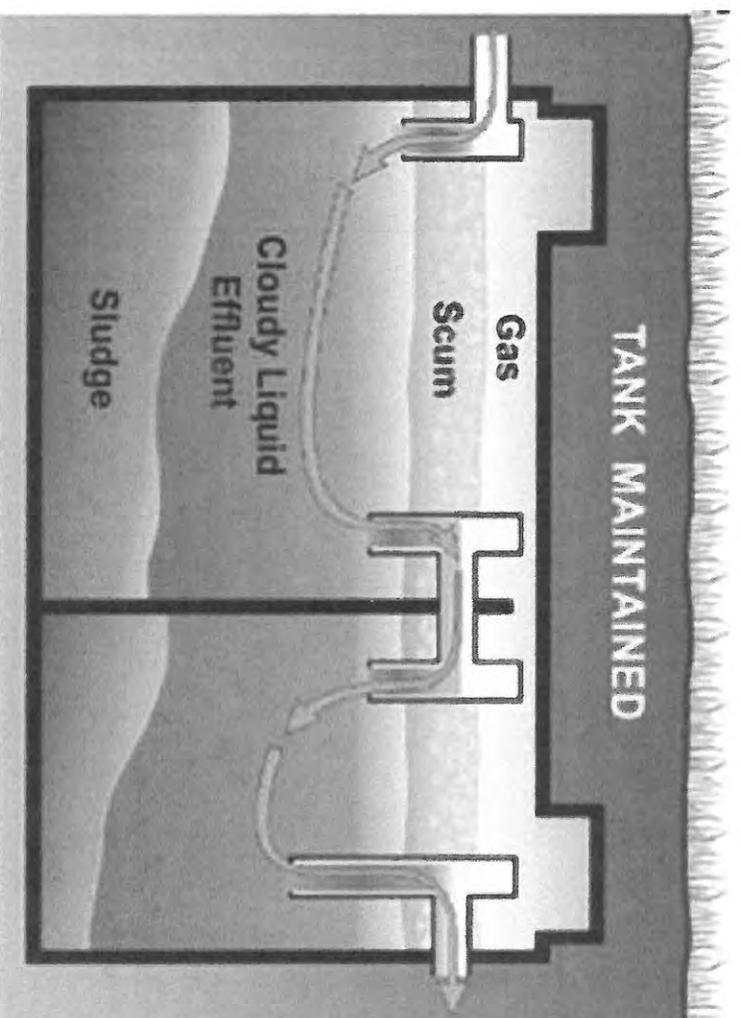


Figure 1. Depiction of a regularly maintained septic tank. Scum floats to the top, while sludge settles to the bottom, leaving the liquid to flow into the drainfield and be absorbed into the soil.

MANDATORY TANK PUMPING EVERY 5 YEARS

- Septic tanks provide primary treatment, where solids settle out. Bacteria breaks down solids, but not all solids.
- Tanks should be pumped when the sludge depth is 1/3 or more of the liquid depth.
- Pumping the septic tank saves the homeowner money in the long run because it protects the laterals from clogging and/or the house from backups.
- This proposal will not require systems in poor condition to be repaired. However, in some instances, it may lead to the owner realizing that their system is not working, and opt to replace the system.





Septic Systems

[Septic Systems Home](#)

[Learn About Septic Systems](#)

[SepticSmart Homeowners](#)

[How Your Septic System Works](#)

[Types of Septic Systems](#)

[Why Maintain Your Septic System](#)

[How to Care for Your Septic System](#)

[What to Do if Your Septic System Fails](#)

[How Your Septic System Can Impact Nearby Water Sources](#)

[Outreach Toolkit](#)

[More Resources for Homeowners with Septic Systems](#)

[Technical Resources about Septic Systems](#)

[Decentralized System Partners](#)

[Programs Related to Septic Systems](#)

How to Care for Your Septic System

Septic system maintenance is not complicated, and it does not need to be expensive. Upkeep comes down to four key elements:

- [Inspect and Pump Frequently](#)
- [Use Water Efficiently](#)
- [Properly Dispose of Waste](#)
- [Maintain Your Drainfield](#)

Inspect and Pump Frequently

The average household septic system should be inspected at least every three years by a septic service professional. Household septic tanks are typically pumped every three to five years.

Alternative systems with electrical float switches, pumps, or mechanical components should be inspected more often, generally once a year. A service contract is important since alternative systems have mechanized parts.

Four major factors influence the frequency of septic pumping:

- Household size
- Total wastewater generated
- Volume of solids in wastewater
- Septic tank size

SEPTIC TANK PUMPING

▶ Air Quality

▶ Land Quality

▶ **Water Quality**

- ▶ Drinking Water Compliance
- ▶ Certification
- ▶ Iowa Water Plan
- ▶ Private Well Program
- ▶ Lake Restoration
- ▶ River Restoration
- ▶ Water Supply Engineering
- ▶ Source Water Protection
- ▶ Water Security
- ▶ Watershed Improvement
- ▶ Watershed Management Authorities
- ▶ Water Quality Standards
- ▶ Wasteload Allocations
- ▶ Water Monitoring
- ▶ Water Summary Update
- ▶ NPDES/Wastewater Permitting
- ▶ Nutrient Reduction Strategy
- ▶ Private Septic Systems

Cleaning (Pumping) Septic Tanks

Onsite wastewater treatment (septic) systems normally include two parts: a septic tank, the first component of the system, followed by a secondary wastewater treatment component, such as a soil absorption leach field. The septic tank acts as a settling chamber that allows wastewater to separate naturally into three distinct layers before liquid flows out of the tank. First, solid particles settle to the bottom of the tank to form a layer of sludge, where some of it is digested by anaerobic bacteria. Second, greases and fats float to the top of the wastewater in the tank and form a second layer, or scum layer. Third, a clearer layer of liquid wastewater develops in the middle--between the sludge layer at the bottom and the scum layer at the top of the wastewater in the tank. The liquid layer of wastewater eventually flows out of the tank to the secondary treatment component (usually the final treatment component) of the system.

A normally functioning septic tank provides primary treatment of wastewater, which includes the separation of wastewater into three layers and the partial digestion of sludge by anaerobic bacteria. With normal contributions of wastewater to the system, sludge continues to build up at the bottom of the septic tank over time, despite the anaerobic digestion of some solids. At the same time, the layer of scum on top of the wastewater continues to grow thicker. The continual growth of the two layers--the sludge at the bottom and the scum at the top--effectively reduces the storage capacity of the tank and shrinks the middle liquid layer of wastewater. As this happens, wastewater flows more rapidly through the tank, which means there is less time for the wastewater to settle out solids and separate scum from the liquid. Unless there is adequate space in the septic tank for wastewater to separate into layers, solids and scum will float out of the tank and into the secondary treatment component of the system. Eventually, the secondary treatment component will clog and the entire system will fail.

The Need for Regular Tank Pumping

To help ensure the proper maintenance and long term functioning of the entire onsite septic system, the septic tank should be pumped out every three to five years, given normal household water usage. Pumping the tank helps prevent sludge and scum from flowing out of the septic tank and into the secondary treatment system.

Proper tank cleaning refers only to removing all the solids and scum from the tank by pumping, not by any other means. Adding septic tank "additives" to the system is not a proper substitute for tank pumping and may actually harm the system if it causes solids to become suspended and flow into the secondary treatment component of the system. It is also not necessary to add bacterial additives to the septic tank after tank pumping, since there is sufficient bacteria present in normal household wastewater for proper functioning of the system.

Licensure of Tank Cleaners

Iowa Administrative Code (IAC) 567 Chapter 68 [IAC 567-68](#), "Commercial Septic Tank Cleaners", requires septic tanks to be pumped out only by a licensed "commercial septic tank cleaner", a person or firm licensed by the Iowa DNR to clean septic tanks. A list of licensed septic tank cleaners is provided below. Persons or firms interested in applying for a commercial license to pump septic tanks may complete the application form provided below.

Licensed Tank Pumper List [IAC 567-68](#)
[542-2010] Licensed Tank Pumper Application [IAC 567-68](#)

Standards for Disposal of Septage

Disposal of wastes (septage) from private waste facilities (septic tanks) shall be carried out in accordance with the requirements of 567 IAC Chapter 68 (see above).

Enforcement

The county boards of health are responsible for enforcing the standards and licensing requirements contained in Chapter 68 and other referenced rules relating to the cleaning of private waste facilities and disposal of waste from such facilities.



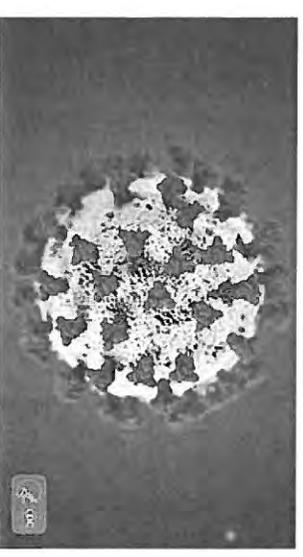
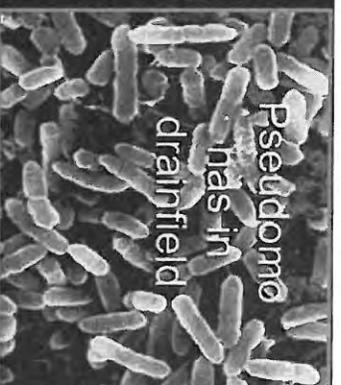
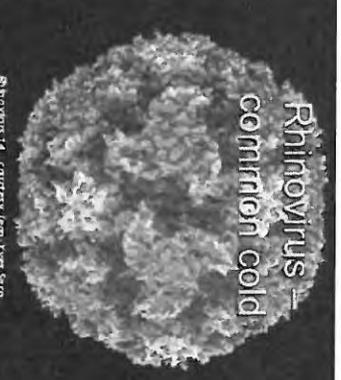
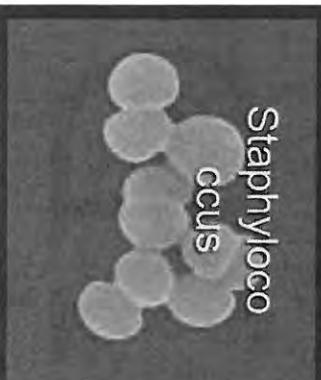
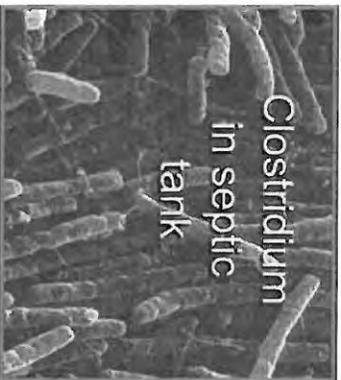
Custom Search

When septic systems malfunction, water quality can be impacted:

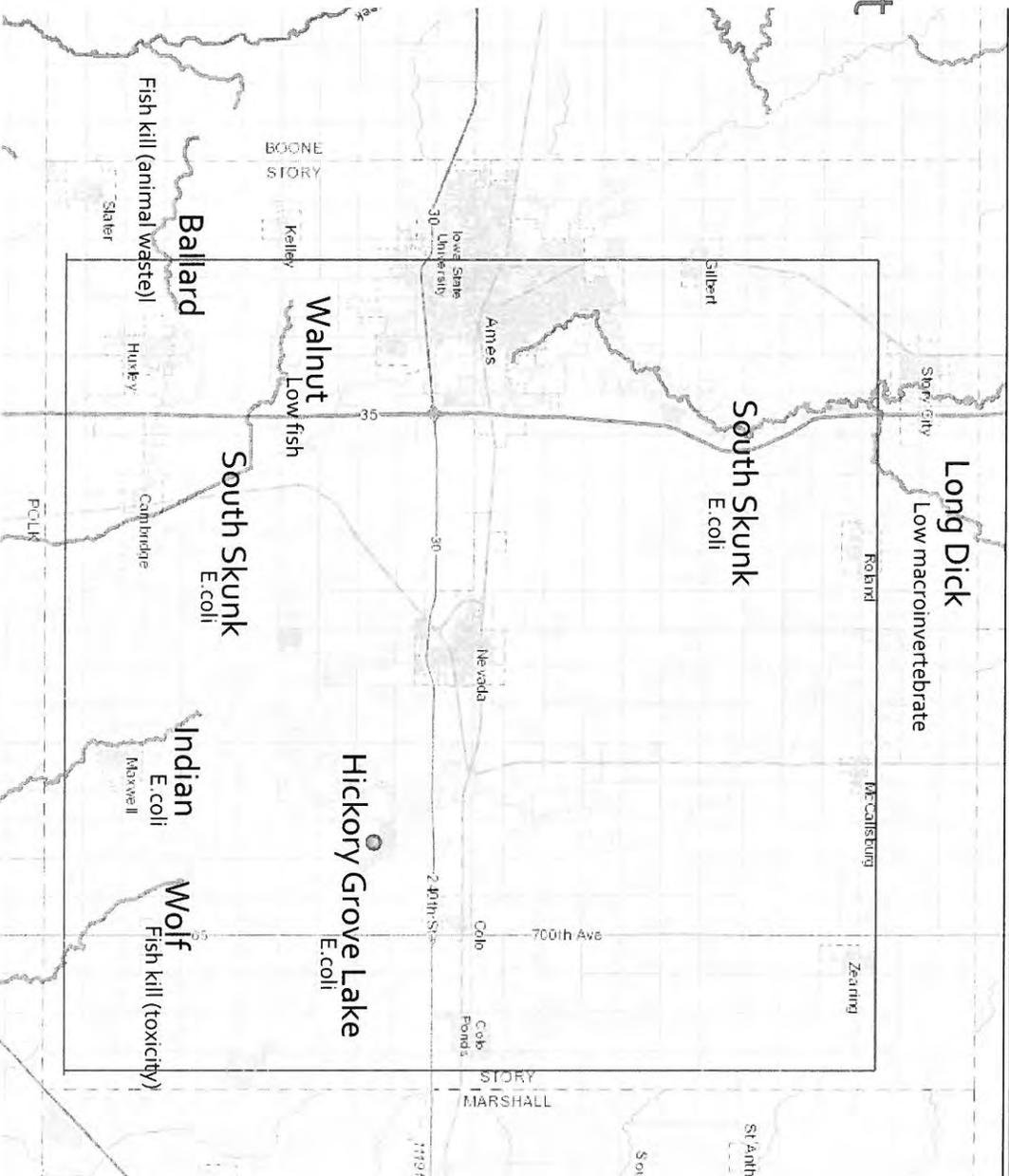
- Bacteria
- Nitrate
- Phosphorous
- Pharmaceuticals
- Human pathogens



When septic systems malfunction, human health can be impacted by exposure to human pathogens:



DNR's 2018 list of impaired waters



Pumping costs range from \$260 to \$400

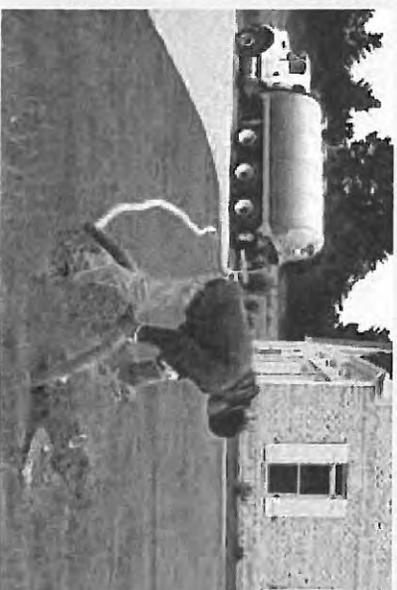


Photo credit:

<https://www.google.com/search?q=images+of+pumping+septic+tank&rlz=1C1GCEU enUS880US880&tbm=isch&source=iu&ictx=1&fir=xmRv4Jxlv fFM%253A%252CBHJgbw9JhZNVSM%252C&vet=1&usq=A14 -kSvNULtMOfyI6TNRtBM6N7Ibceq8A&sa=X&ved=2ahUKEwIvsv621JDoAhvDW80KHRlhBgsO9QEWChOECAoQHg#imgrc=KRQKkd7d40NFgM>

Land application of septage

Restrictions on:

- slope,
- application rate,
- high water table,
- distance to streams,
- food crops,
- residences,
- wells

Vector control:

- septic injection,
- incorporated,
- Increase pH to 12

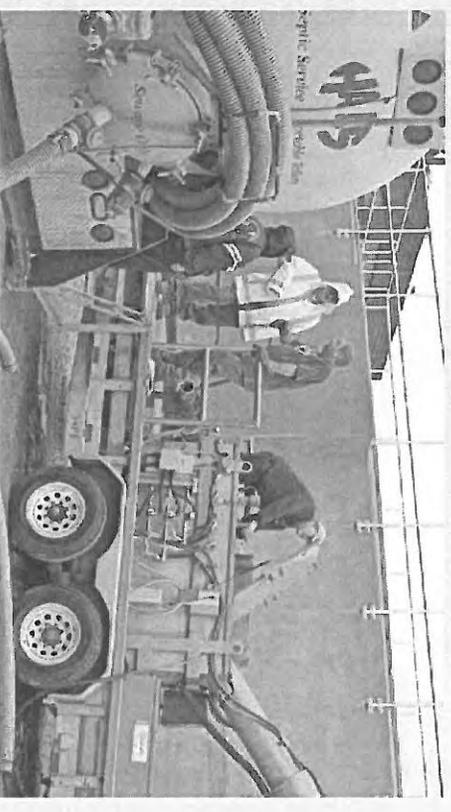


Photo credits:

https://www.google.com/search?q=images+land+application+septage&tm=isch&chips=q:images+land+application+septage,online_chips:pumper&rlz=1C1GCEU_enUS880US880&hl=en&ved=2ahUKEwi16jglpPoAhWXA50JHSLKBFQ4IYoC3oECAEQIA&biw=1663&bih=939#imgrc=Y7MnfrHTv-1M

Implementing a pumping program:

- Currently, the septic pumpers are required to keep records for five years showing the address of the tank, gallons of septage, and how the septage was disposed. We will need to add general condition of the system.
- We have a software program close to completion for tracking the information collected by the pumper. Eventually, they will be able to record this into the Health Department database via cell phones or computers.
- Story County Environmental Health tentatively plans to monitor those areas directly by streams and areas of high density. There will be random checks of systems that do not have septic permits.
- This is a new program, so we will continue to try different approaches until we find a successful approach to enforcement.

Legend

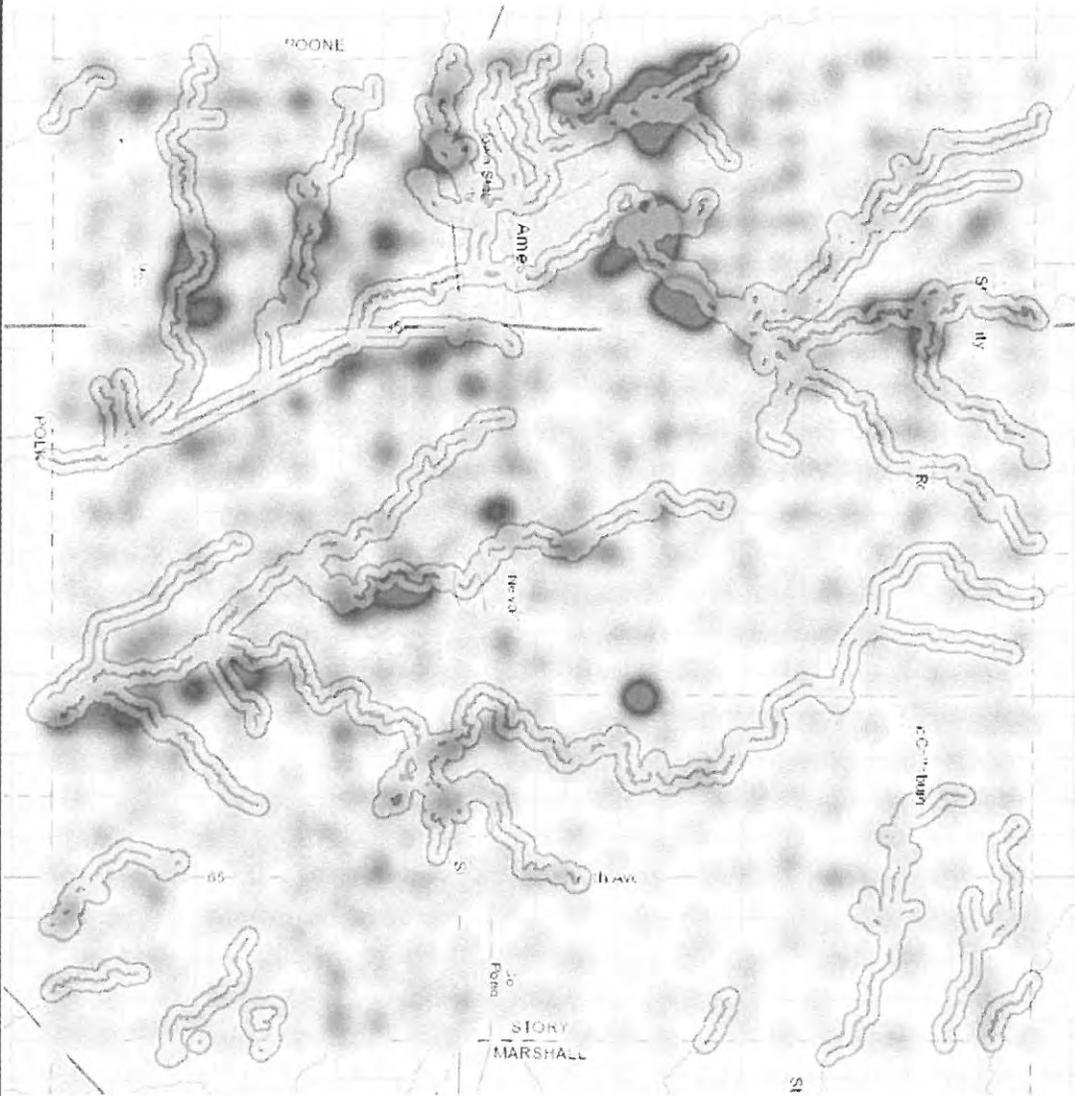
Septic_Buffer - Septicbuffer Events

High



Low

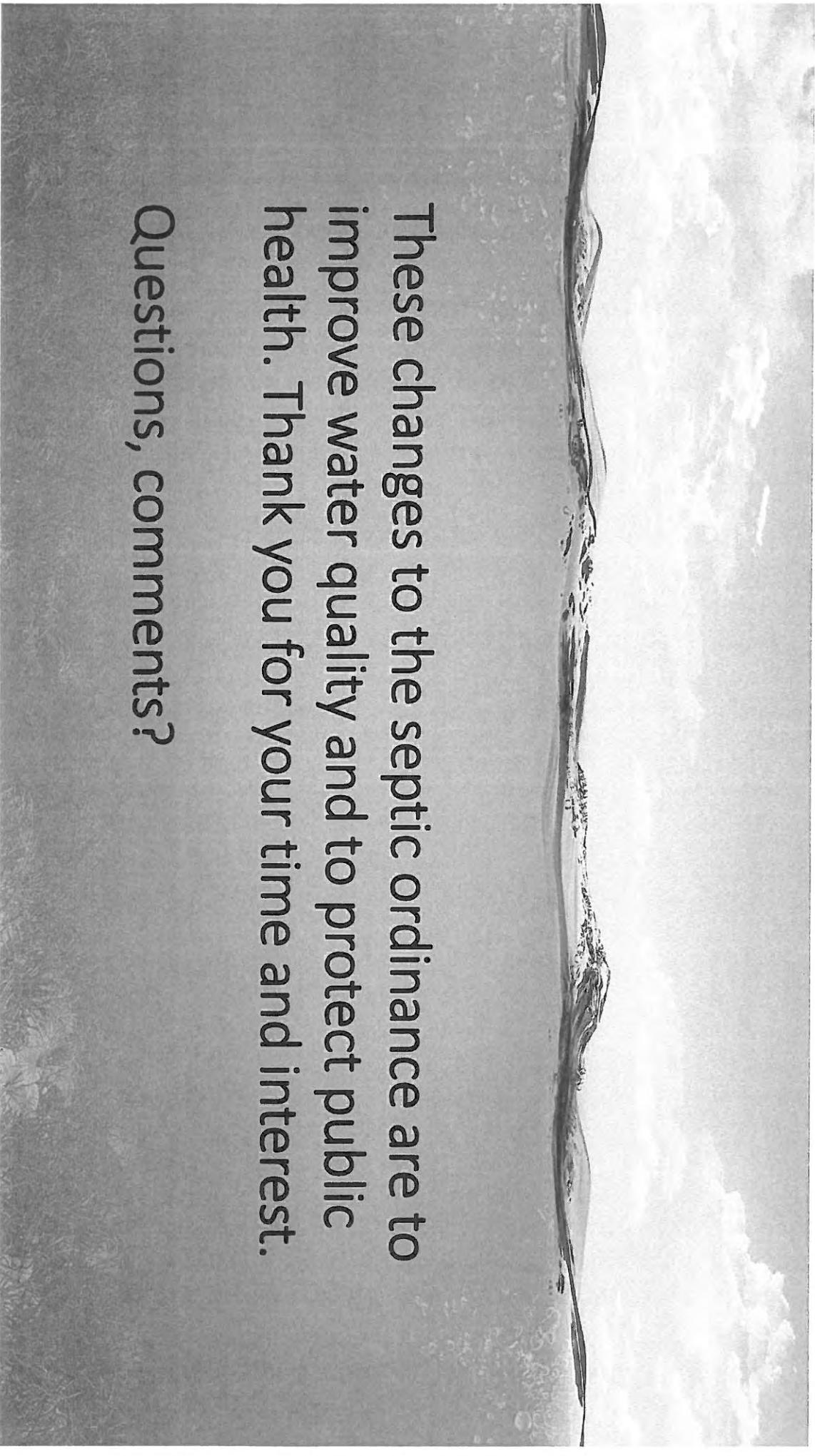
Septic_Buffer - Buffer_of_Water_Quarter_Mile



DISCHARGING SYSTEMS:

- There are two classifications of permitted discharging systems:
 - NPDES general #4 systems, that discharge to water bodies and must meet effluent parameters set by the permit.
 - Systems that do not require the NPDES permit. These systems shall be tested upon request of the sanitarian. Only qualified samplers can collect samples. Effluent samples must be analyzed at an Iowa certified lab.

Effluents Discharging To	E. coli cfu/100 mL	CBOD5 mg/L	TSS mg/L
Class "A1", "A3" waters	235	25	25
Class "A2" waters	2880	25	25
Ground surface	2880	25	25



These changes to the septic ordinance are to improve water quality and to protect public health. Thank you for your time and interest.

Questions, comments?



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
CC: Dr. John Paschen, Chair, Story County Board of Health
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Agenda Item: Discussion and Consideration for the Board of Supervisors to prepare and implement a communications plan regarding the mask mandate-Board of Health
DATE: December 3, 2020

At the Tuesday, December 1, 2020, meeting of the Story County Board of Health, the Board discussed the adopted face covering regulation and how additional outreach may be needed. The Board of Health motioned as follows:

Motion by Kluge, Second by Lee to request the Board of Supervisors work with Leanne Harter to increase mask mandate campaign. MCU

As was shared at the BOH meeting, Story County participates in the Cyclones Care campaign. Attached are the documents that have been customized for Story County to use. ISU has developed signage specific to face coverings, and I have reached out to see if the County (and/or city logos) could be incorporated for this signage. I will share the feedback I receive at the Board meeting on December 8th.

Direction

APPROVED

DENIED

Board Member Initials: _____

Meeting Date: _____

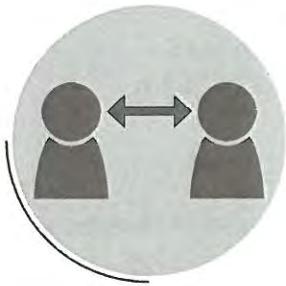
Follow-up action: _____

work w/ public health





WEAR
A FACE COVERING



DISTANCE
6 FEET (2M) APART



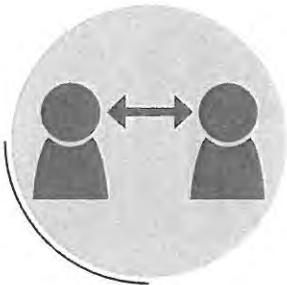
WASH
YOUR HANDS OFTEN



STAY HOME
IF YOU ARE ILL



WEAR
A FACE COVERING



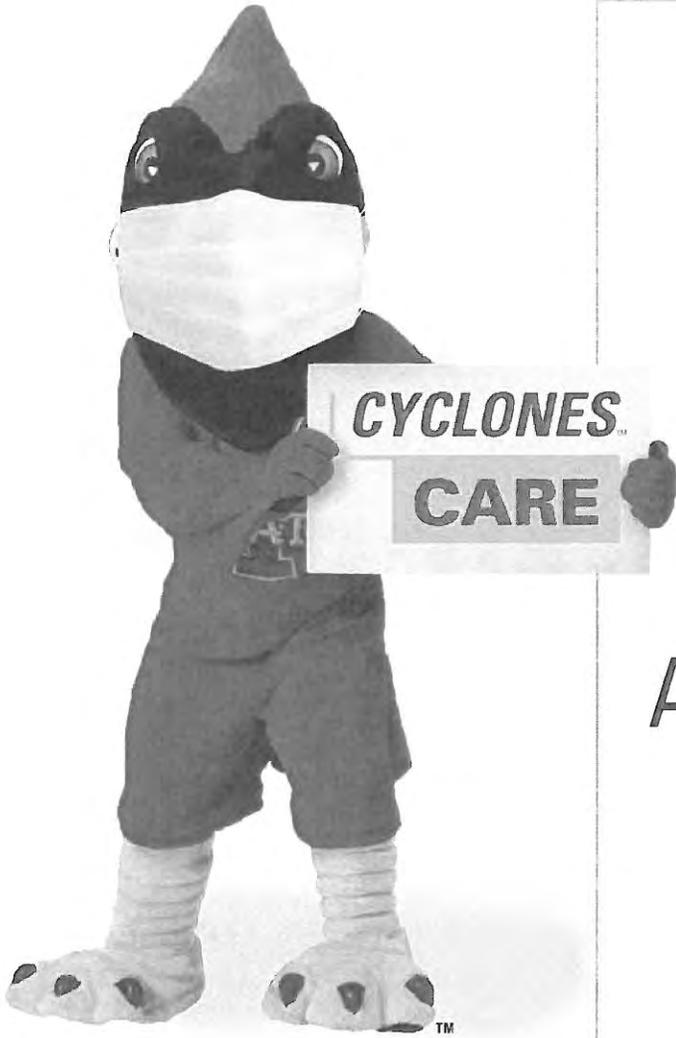
DISTANCE
6 FEET (2M) APART



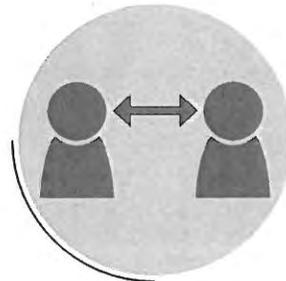
WASH
YOUR HANDS OFTEN



STAY HOME
IF YOU ARE ILL



WEAR
A FACE COVERING



DISTANCE
6 FEET (2M) APART

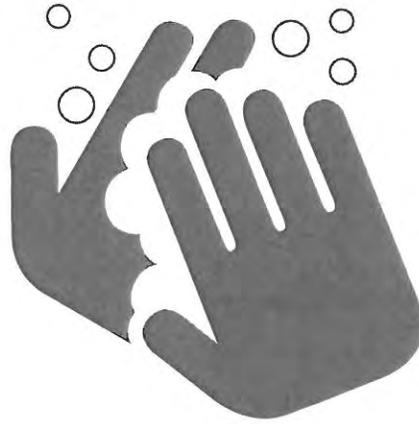
SANITIZE SURFACES BEFORE AND AFTER EACH USE



IOWA STATE
UNIVERSITY



CYCLONES™ **CARE**



WASH YOUR HANDS

with soap and water for
at least 20 seconds

WASH OR SANITIZE HANDS BEFORE AND AFTER USE



IOWA STATE
UNIVERSITY



CYCLONES™ **CARE**



November 23, 2020

VIA EMAIL

No
Action

Story County

RE: *Engagement of Simmons Hanly Conroy LLC, Crueger Dickinson LLC, and von Briesen & Roper, s.c., as Counsel in Relation to Claims Against Opioid Manufacturers, Distributors and Chain Pharmacies*

Dear Linda Murken:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of Simmons Hanly Conroy LLC, Crueger Dickinson LLC, and von Briesen & Roper, s.c., (collectively “Counsel”) will provide legal services to _____ County (“County”) in relation to the prosecution and/or resolution of certain claims against certain manufacturers, distributors and/or dispensers of opioid medications. Specifically, the County desires to retain Counsel to represent its interests in the negotiation of a resolution of its claims with the following entities: McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc. (collectively “the Settling Defendants”). Additionally, the County retains Counsel to investigate and file claims against any non-settling companies named as Defendants in the *In Re Prescription Opiate* MDL, with the exception of Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., or any other related entities, as those Defendants are currently in bankruptcy and the claims bar date has passed (collectively the potential Defendants will be referred to as “the Non-Settling Defendants”). Depending upon the results investigation of the facts and circumstances surrounding the County’s potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to negotiation of a resolution or the investigation of a Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will represent the County in negotiations pertaining to resolution of claims against the Settling Defendants and will work with County in the collection of information necessary to form a good faith basis for filing a claim against any Non-Settling Defendants. Subject to the County’s approval, County hereby authorizes Counsel to file a lawsuit against one or all of the Non-Settling Defendants (“Lawsuit”) upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will negotiate a resolution and/or prosecute a Lawsuit with diligence and keep County reasonably informed of progress and developments and respond to County’s inquiries. County understands and agrees that all fees paid to Counsel shall be as set forth in this Engagement Letter. County agrees to cooperate with Counsel in the gathering of information necessary to investigate and prosecute the Lawsuit.

The following additional terms apply to the relationship between County and Counsel:

- A. Counsel shall remain sufficiently aware of the performance of one another and the performance to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Counsel shall be available to County regarding any concerns on the part of County relating to the performance of Counsel. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel set forth herein.

- C. With respect to any claims the County decides to bring against Non-Settling Defendants in a Lawsuit, attorneys' fees will be paid to Counsel as follows. The County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel have agreed in writing as to the appropriate split of attorney fees and expenses. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
Local Counsel	10%
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	40%
Simmons Hanly Conroy LLC	40%

The split of attorneys' fees between Counsel may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel will all be considered attorneys for County. As such, each and all of Counsel will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel has entered similar arrangements as that set forth in this Engagement Letter with other counties and municipalities in Iowa and elsewhere. Counsel believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel represent in a Lawsuit. Counsel do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel are confident that their representation of County will not be limited in this matter by representation of

any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel, Counsel owe equal duties of loyalty and communication to each client. As such, Counsel must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel are unaware of any facts or circumstances that would prohibit Counsel from providing the services set forth in this Engagement Letter.

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

County and the Counsel agree that other than any amount Counsel is paid out of an attorneys' fee fund set up as a result of a national settlement with the Settling Defendants that Counsel will not separately charge a contingency fee to the County in relation to services rendered in negotiating a resolution with following entities: McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc. (collectively "the Settling Defendants").

For any claims pursued against the Non-Settling Defendants, the parties agree to the following fee arrangement. There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the

Lawsuit. Counsel agree to advance all costs and expenses of Counsel, and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel, and that amount shall be remitted to Counsel. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel, County shall not be required to pay Counsel any more than the sum of the full Recovery.

B. Nature of Contingent Fee

No monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel from such proceeds. Counsel are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers, Opioid Distributors an/or Opioid Chain Pharmacies subsequent to termination, Counsel shall have a statutory lien on any such Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses

reasonably allocable to their work prior to termination. Counsel may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel's advice on a material matter, or any fact or circumstance that would, in the view of Counsel, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel. County understands settlements are a "compromise" of its claim(s), and that Counsel's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State or Federal Courts of Iowa.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

CONCLUSION

Counsel are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

CRUEGER DICKINSON LLC



Erin K. Dickinson

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

SIMMONS HANLY CONROY LLC



Paul J. Hanly

Story COUNTY agrees to retain the services of Counsel all upon the terms and conditions specified above.

By:

Title:

Date:

2020 ISAC Executive Committee

PRESIDENT
Burlin Matthews
Clay County Supervisor

1ST VICE PRESIDENT
Carla Becker
Delaware County Auditor

2ND VICE PRESIDENT
Richard Crouch
Mills County Supervisor

3RD VICE PRESIDENT
Brian Gardner
Linn County Sheriff

2020 ISAC Board of Directors

ASSESSOR
Jean Keller
Bremer County

COMMUNITY SERVICES
Jennifer Robbins
Wapello County

CONSERVATION
Matt Cosgrove
Webster County

COUNTY ATTORNEY
John Warden
Carroll County

EMERGENCY MANAGEMENT
A.J. Mumm
Polk County

ENGINEER
Brad Skinner
Appanoose County

ENVIRONMENTAL HEALTH
Shane Walter
Sioux County

INFORMATION TECHNOLOGY
Joel Rohne
Worth County

PLANNING AND ZONING
Brian McDonough
Polk County

PUBLIC HEALTH
Kevin Grierne
Woodbury County

RECORDER
Kris Colby
Winnebago County

SUPERVISOR
Dawn Smith
Cedar County

TREASURER
Linda Zuercher
Clayton County

VETERANS AFFAIRS
Elizabeth Ledvina
Tama County

PAST PRESIDENTS
Lonny Pulkrabek
Johnson County Sheriff

Peggy Rice
Humboldt County Auditor

Joan McCalmant
Linn County Recorder

NACo BOARD MEMBER
Grant Veeder
Back Hawk County Auditor

NACo BOARD REPRESENTATIVE
Melvyn Houser
Pottawattamie County Auditor

ISAC Executive Director
William R. Peterson

November 23, 2020

Re: Opioid Litigation Settlement Update for Non-Represented Counties

Dear Linda Murken:

We wanted to provide you with an update on the status of litigation related to lawsuits and settlement negotiations with some prescription opioid distributors and manufacturers who were the subject of litigation around their alleged practices of misrepresenting the safety of using opioids. First a little background in Iowa:

The ISAC Board unanimously adopted a resolution at its regular Board meeting on Friday, November 17, 2017 encouraging ISAC member counties to engage the services of the Crueger Dickinson and Simmons Hanly Conroy law firm to join litigation to hold certain pharmaceutical firms responsible for damages to the public in misrepresenting the safety of using opioids. The ISAC Board encouraged the boards of supervisors to pass a resolution on this topic so that Iowa counties could present a unified front at the federal and state level.

Subsequent to that action by the ISAC Board, ISAC staff worked with Erin Dickinson, of Crueger Dickinson, to encourage Iowa counties to become involved in this litigation. Since that time, there have been 47 Iowa counties that have become represented by Crueger Dickinson. According to our current information, that leaves 52 Iowa counties that are unrepresented. Also, since that action, the Attorney General for the State of Iowa has also filed suit on behalf of the State.

Now, almost three years later, there is the serious possibility of a settlement agreement between at least three distributors and one of the manufacturers. The settlement discussions and recovery of damages will be done on a state-by-state basis. The settlement amount will be greatly affected by the percentage of counties that agree to the settlement agreement. And just as important in our view, once a settlement agreement is reached, it will dictate who controls the dollars that come to Iowa.

From the beginning, our goal in advancing county participation has been to ensure that settlement funds end up under the control of county officials to be used for future treatment, mitigation, and prevention related to the damage to the public's health as a result of the alleged practices. To achieve that, we believe it is critical that both the represented and non-represented counties stand together in this negotiation. Being represented by the outside attorneys will allow them to share confidential information with your county regarding the negotiation.

ISAC held a webinar on October 22, 2020 to update non-represented counties on the status of the litigation. There were 26 counties that participated in this webinar. On October 28, 2020, the Iowa State Association of County Supervisors (ISACS) Executive Board directed ISACS President Barry Anderson to send a letter to the non-represented counties encouraging them to join together and provide a united front in this litigation. They further requested that the letter be signed by ISAC President Burlin Matthews and Executive Director Bill Peterson.

Attached to this letter is an engagement letter from the attorneys that have represented the Iowa counties filing claims in the lawsuit. If you wish to engage these attorneys to represent your county in the settlement negotiations, the board of supervisors will need to approve, execute, and return the engagement letter.

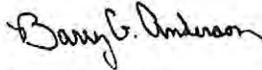
ISAC will again sponsor a webinar in December on this topic. During this webinar, which will be open to county supervisors, auditors, sheriffs, and county attorneys, speakers will provide a status update on the settlement negotiations.

Thank you for your consideration of this critical issue. We look forward to your participation at the webinar.

Sincerely,



Burlin Matthews
President, ISAC
Clay County Supervisor



Barry Anderson,
President, ISACS
Clay County Supervisor



William R. Peterson
Executive Director, ISAC

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January 8, 2018

Story County Board of Supervisors
900 6th St.
Nevada, IA 50201

Re: Nationwide Opioid Litigation

Dear Story County Board of Supervisors:

At your request, our office spent the last few weeks investigating the opportunity to join the nationwide opioid litigation, and now offers our recommendation. Based on our review of this matter, it is our recommendation that the County decline from participating in this nationwide litigation effort led by the Crueger Dickinson and Simmons Hanly Conroy legal team.

The review of this matter involved direct telephone communication with the representative law firm, review of materials they supplied relevant to the lawsuit, consultation with ISAC General Counsel, and discussions with other county attorneys.

To begin, the first question that needs to be answered is found in the proposed resolution, has the "County spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and ...County's provision of programs and services becomes more and more difficult every year because costs associated with providing the Opioid Epidemic programs and services continues to rise..." A concern is that these statements as drafted are factually false (as they pertain to Story County), while the generic language if modified to hundreds of thousands, or even thousands of dollars may be more accurate, at what level is this claim worth pursuing? Without an accurate figure on what the county has spent, it is hard to maintain support for this litigation.

Another concern that arose from a telephone call with representatives of this nationwide effort is the potential for fees to be assessed against the county. In the event the effort to hold the pharmaceutical companies liable is unsuccessful, and results in a dismissal of all claims against

the pharmaceutical companies, who bears the expenses if assessed against the plaintiff? In no uncertain terms, the representative stated it would not be the associated law firms. In which case it would fall on the “nationwide” participating counties. While it is hard to determine what that risk of expense entails, it doesn’t take a great imagination to conceive that it would be a substantial sum. The law firm indicated it would be fair to conclude that participating counties would split the fees in equal parts although they have not formalized that arrangement.

If you believe that an opioid manufacturer has harmed Story County, Iowa and we have incurred damages, we can further discuss potential causes of action with you as your attorney.

Thank you for the opportunity to weigh in on this request.

Ethan P. Anderson

Ethan P. Anderson
Assistant Story County Attorney

