

ESS

Electronic Services System – Standards Subcommittee Meeting

AGENDA **July 17, 2025** **Web Conference** **9:00 A.M. to 12:00 P.M.**

Welcome and Introductions

April 17, 2025, Meeting Summary – Approval

Subcommittee Structure

- Designation of Subcommittee Chair – Approval

Communications Update

- ESS Annual Report

Contracts and Agreements

- Linn County OD Integration
- Project Cost Estimates
 - Property Notification
 - Back the Blue Reform

Policies and Procedures

- Updated P&P
- ICRA Working Group – P&P and 28E
- County Project Assessment Cost Sharing Program
- Data and Information Standards Update – Approval
- POS Voids and Refunds, Section 1.5(11) d-e

ILR Applications – E-Submission and Search

- Alternative E-Submission Application Programming Interface
- Data Element Requirements
- Indexing Notary Information

Legislative Update

- House File 1031
 - Potential Amendment Topics

Next Regular Meeting 2025 Calendar:

Thursday, October 16

**Standards Subcommittee Teleconference Meeting Summary
April 17, 2025**

Participants

Jayne Schultz, Winneshiek County Recorder
Carolyn Siebrecht, Linn County Recorder
Cathy Voith, Calhoun County Recorder

Samantha Boothby, Cherokee County Recorder
Katie Carlton, Union County Recorder

Other Participants

Nancy Booten, Lee County Recorder
Erin Canfield, Boone County Recorder
Diane Amundson, Humboldt County Recorder
Andrew Moats, Pottawattamie County Recorder
Melissa Thurm, Bremer County Recorder
Karen Mathis, Allamakee County Recorder
Denise Baker, Wright County Recorder
Carol Ann Langreck, Fayette County Deputy Recorder
Keri Stepan, Fayette County Deputy Recorder
Shirley Troyna, Chickasaw County Recorder
Josie Fettkether, Clayton County Recorder
Tracy Marshall, Hancock County Recorder
Teresa Olson, Worth County Recorder

Amy Assink, Floyd County Recorder
Sheri Jones, Jones County Recorder
Janice Jacobs, Butler County Recorder
ReNae Arnold, Dallas County Recorder
Roxann Vokaty, Howard County Recorder
Kristie Reiersen, Fayette County Recorder
Stacie Herridge, Story County Recorder
Sara Skelton, Scott County Recorder
Ann Ditsworth, Dickinson County Recorder
Shanna Eastvold, Winnebago County Recorder
Hannah Elliot, Mitchell County Recorder
Jolene Hickle, Worth County Deputy Recorder

Patty Hinnners, Scott County Recorder Staff
Lucas Beenken, ISAC

Emily (no last name), Guest
Angela Davidson, Guest

Lisa Long, Iowa Land Records
Census Lo-liyong, Iowa Land Records
Kristen Delany-Cole, Iowa Land Records

Phil Dunshee, Iowa Land Records
Samantha McMahon, Iowa Land Records
Corrie Strasser, Iowa Land Records

Welcome

The ESS Standards Subcommittee convened via web conference.

January Meeting Summary

The Subcommittee reviewed the January 23, 2025, meeting summary. Carolyn Siebrecht made a motion to approve the meeting summary. Cathy Voith seconded, and the motion was approved.

Policies and Procedures

Terms of Service – Active and Inactive Accounts

The Standards Subcommittee was presented with a proposed amendment to Chapter 7 of the ESS Policies and Procedures concerning the Terms of Service. The policy changes would more clearly communicate what happens when a user account becomes inactive.

- Organization administrators can reactivate accounts when necessary.
- Individual users can request a new account with the assistance of an ESS/ILR customer support representative.

When a user account is reactivated (or created anew), the same username can be assigned, but only if it has not been taken by another user in the meantime. During the period when a user is considered inactive (or deactivated) it is possible for another new user to claim a username. ESS and Iowa Land Records do not reserve a username for any specific user. If a user wishes to keep their username, it is necessary for them to keep their account active (by using the system). Keeping usernames is not assured

when an account is reactivated (created anew). This is current practice, but the Terms of Service do not spell this out explicitly. The ILR team suggests that Chapter 7 of the Policies and Procedures should more clearly communicate how deactivation and inactivity can affect username assignments.

The essence of the proposed change to the Terms of Service is to clearly state the policy for assigning usernames. A new subsection would be added to Section 7.10. It reads as follows.

7.10 (2) An authorized user of the ESS Central Authentication Service and any associated applications is required to select an available username (ID) for the purposes of identification and login functions. ESS usernames are solely owned by ESS, and any username, when selected by an authorized user, is granted with the permission of ESS. An authorized user has no right to a particular username. All users are required to remain active and log in at least once within 120 calendar days since the previous login. A user will automatically be removed if this periodic login requirement is not fulfilled.

If a user access privilege is revoked as provided in section 7.8 of the ESS Policies and Procedures, or if a user is removed due to inactivity or for any other reason, then the privilege to be identified with a particular username is terminated. If user access to the ESS Central Authentication Service and the associated applications is reinstated, then a user may request the use of the previously assigned username, if it has not been assigned to another user.

The revisions to Chapter 7 also include clarifications for the following actions: “organization deactivation” “user deactivation” and “user removal”.

The Subcommittee was asked to approve the proposed amendment and advance it to the ESS Coordinating Committee for action. Cathy Voith made a motion to approve it, and Carolyn Siebrecht seconded the motion. The motion was approved.

Contracts and Agreements

The ESS Standards Subcommittee received an update on the local service provider agreement process, noting that most agreements for this cycle are nearly complete. Master agreements were signed with the primary local land record management service providers including Solutions/Harris, Tyler, Cott, and DevNet. Discussions were underway with Avenu and Daida.

One exception is Fidlar, which notified the ESS team in February of its intent to withdraw from the support agreement with ESS. Fidlar informed ESS of its decision to remove itself from service provider support agreement after June 30, 2025; communication and support will continue through technical channels. Future API rules may be codified in policy due to changes in vendor relationships.

Legislative Process

The ESS Standards Subcommittee received an update on the status of legislation related to recording fees the Electronic Services System and document formatting and indexing requirements. The Subcommittee received a copy of SF 371, which had been proposed by ESS and the Iowa County Recorders Association. The Subcommittee also received a thorough report on the content and status of HF328 which had been amended and approved by the House Ways and Means Committee. The bill was then re-numbered as HF1031. The main topics covered in the House bill were reviewed including proposed changes to the base recording fee, the recorders technology fund, the ESS 28E agreement and provisions for opting out of the agreement, and provisions relating to the purposes of and the funding for the Electronic Services System and Iowa Land Records. Questions were accepted from the session chat pod and answered. The document formatting and indexing standards were also briefly discussed.

Policy Topics

The legislative debate provided the background for a discussion of several relevant topics which were summarized in four memos presented by the Project Manager. The topics were as follows.

- Processes for making changes to ESS software applications
- ESS Standards and the expressed desire by some counties to have “options”
- Standard Recording Reference Numbers – Rationale
- Electronic Recording of Trade Name Documents

During the discussion, some participants identified changes that they would like to see in the ILR applications.

- A search option for E-Submission documents by date in addition to the options for searches by submitter or group name
- The ability to reject a group in one action (without declining each individual document first)
- Exploring options for allowing one-time users to submit documents online, such as trade name filings with the expectation that authentication of users would be important to prevent fraud.

Participants were encouraged to share any additional suggestions for improving ILR software applications.

ESS Standards Subcommittee members were invited to consider the topics and the questions that were presented with each. The discussion may be continued at future meetings of the Subcommittee.

The meeting was adjourned. The next Standards Subcommittee meeting will be held virtually on **Thursday, July 17, 2025, from 10:00 AM to 12:00 PM.**

DRAFT

From: [Cathy Voith](#)
To: [Phil Dunshee](#)
Cc: Carolyn.Siebrecht@linncountyiowa.gov
Subject: ESS standards meetings
Date: Friday, April 18, 2025 1:58:36 PM

External Sender - From: (Cathy Voith
<cvoith@calhouncounty.iowa.gov>)

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Phil,

Carolyn Siebrecht and I are willing to co-chair and run the ESS Standards meetings, like you suggested. Unless anyone else has volunteered. Or maybe we need to vote on it at the next meeting?? We figured we can take turns, in case one of us can't make a meeting or sometimes I'm by myself and have to wait on customers while listening to the meeting. Let us know your thoughts.

Thank you and have a good weekend.

Cathy Voith

Calhoun County Recorder

416 4th Street, Suite 3

Rockwell City, IA 50579

Office: 712-297-8121

cvoith@calhouncounty.iowa.gov



CONFIDENTIALITY NOTICE

AGREEMENT FOR ELECTRONIC PAYMENT PROCESSING

THIS AGREEMENT has been made and entered into by and between Linn County, Iowa (“Linn” or “Linn County” or “County”), an Iowa County duly formed and existing under the laws of the State of Iowa, and Electronic Services System (“Electronic Services System” or “ESS”) a public agency formed and existing under chapter 28E and the laws of the State of Iowa (“Linn” and “ESS” collectively referred to as “Parties”).

WHEREAS Section 28E.12 of the Code of Iowa provides that public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, and

WHEREAS the Electronic Services System has the capability to provide other services including but not limited to software or website development, application, administration, support services and payment services, and

WHEREAS, Linn County, Iowa has requested that Electronic Services System to provide payment services for Linn’s online applications for delivering various services to the public; and

WHEREAS, the Electronic Services System is able and willing to provide such payment services to Linn County.

NOW, THEREFORE, the parties hereto agree as follows:

1. **AUTHORITY.** Linn County and ESS shall jointly administer this Agreement for purposes of Iowa Code section 28E.6(1) to ensure its terms are properly carried out.
2. **PURPOSE.** Linn County has developed online services to provide for registration and license renewals. Linn County is seeking to secure PCI compliant payment services for its online applications and services. The Electronic Services System operates a payment services system for both online and point of sale services, and has the capacity to provide on demand credit and debit card payment services for Linn County applications. The purpose of this agreement is provide the obligations and responsibilities of the parties concerning the processing of Linn County’s online customer payments through ESS’s payment processing system. This Contract is not exclusive. During the term of this Agreement, ESS or Linn County may make similar arrangements with other parties or establish Agreements with other entities.
3. **ENTIRE AGREEMENT.** This Agreement, its amendments, and its attachments shall constitute the entire agreement between Linn County and ESS with respect to the activities described herein.
4. **AMENDMENTS.** This Agreement may be amended at a later date by mutual agreement by Linn County and ESS.
5. **DURATION.** This Agreement shall become effective at such time as ESS and Linn County have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2023). The Agreement shall be perpetual unless terminated in accordance with this Agreement.
6. **LEGAL OR ADMINISTRATIVE ENTITY NOT CREATED.** No new legal or administrative entity is created by this agreement. This agreement shall be administered by the County Administrator for the County and the Project Manager for ESS.

7. **DISPOSITION OF ASSETS.** The functions of this Agreement do not require the acquisition, holding, or disposal of real property. In the event that an amendment to this Agreement requires the acquisition, holding, or disposal of real property, this Agreement shall be amended to detail a manner of acquiring, holding, or disposing of real property.

8. **MANNER OF FINANCING.** The duties to be performed by Linn County, under the provisions of this Agreement are to be financed by Linn County at no obligation to ESS. The duties to be performed by ESS under the provisions of this Agreement are to be financed by the ESS at no obligation to Linn County. Linn County shall provide the designated services offered through its online application, and ESS shall provide payment services through the Electronic Services System electronic payment system. Linn County services will be funded through the fees received for its services as specified by Linn County and charged to its customers as allowed by Iowa law. ESS payment services will be funded by a payment services fee or surcharge imposed on users of the online payment processing service, as specified by ESS. The ESS payment services fee or surcharge shall not exceed 4% of the Linn County services transaction amount.

9. **APPLICATION LICENSE.** Linn County shall create or otherwise obtain the necessary software and code base to integrate its system with the ESS electronic payment system. Linn County shall assure that it possesses all rights title and ownership, including all necessary licenses to such software and code base. Linn County shall provide ESS access to the software, code base and documentation created, owned and maintained by Linn County for the service applications it integrates with the Electronic Services System electronic payment system, and any updates thereto, which may be used by ESS for the purpose of developing similar services for other counties or public agencies. Linn County hereby grants a perpetual and irrevocable license to ESS, and its designees, to use, modify, and integrate all or part of software and code base for those service applications ESS may deem appropriate for use by third parties.

The source code is the intellectual property of Linn County, Iowa. No right is granted to sell or distribute the source code other than what is outlined in 28E agreement. This software is not to be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. This software contains the intellectual property of Linn County, Iowa. Use of this software and the intellectual property contained therein is expressly limited to the terms and conditions of the agreement under which it is provided by or on behalf of Linn County, Iowa.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer. Redistributions in binary form must reproduce the copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. Neither the name of nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THERE IS NO WARRANTY FOR THE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING, THE COPYRIGHT HOLDERS PROVIDE THE SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH ESS. SHOULD THE SOFTWARE PROVE DEFECTIVE, ESS ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

10. COUNTY DUTIES. Linn County shall have the following duties.

- a. Operate and maintain specified online applications for the issuance and renewal of registrations and licenses and other specified programs and services (See Appendix A).
- b. Integrate the specified registration and license renewal application and other specified programs and services with the Electronic Services System electronic payment system application programming interface so as to facilitate online payment processing by ESS for Linn County customer transactions (API).
- c. Provide system documentation, record formats, and other data needed by ESS to communicate with Linn County applications.
- d. Maintain the integration with and conform to the requirements of the Electronic Services System electronic payment system through an application programming interface (API) provided by the Electronic Services System.
- e. Comply with the terms and requirements of the card services merchant agreement under which the Electronic Services System electronic payment system operates which may be amended from time to time.
- f. Provide the minimum required information about any customer transactions including but not limited to the date of an order, the cumulative amount of the order, and order number, another associated service number or memo (if applicable), the name of the customer, and applicable order details such as the service type label, a service type description, and the number of service units ordered so as to facilitate payment processing through the ESS system.
- g. Provide the minimum required information about the operation of its applications including but not limited to planned and unplanned service disruptions, application changes and updates, changes in business operations or any other information pertinent to the integration between ESS and the Linn County.
- h. Inform its customers of the operation of the Electronic Services System electronic payment system so customers are aware that the payment system for the county payments is the legitimate payment processor for the county transaction.
- i. Monitor the operation of its applications and to provide the primary customer support for its applications.
- j. Timely communicate with ESS personnel concerning any support issue or question involving the Electronic Services System electronic payment system. The County will inform ESS of the contact information for anyone designated to provide customer support for applications integrated with the Electronic Services System electronic payment systems.
- k. Assist ESS with the handling of any chargeback issues including the provision of any information necessary to validate a transaction and affirm the delivery of service to a customer.

11. ESS DUTIES. The Electronic Services System shall have the following duties.

- a. Allow Linn County access to the Electronic Services System electronic payment system through an application programming interface (API) provided by the Electronic Services System.

- b. Provide system documentation, record formats, and other data needed by the Linn County to communicate with the ESS electronic payment system API.
- c. Provide a test system and technical support needed to test each aspect of the integration with Linn County.
- d. Provide technical expertise to help resolve any errors found during testing and provide a point of contact to handle questions and issues.
- e. Timely communicate with Linn County personnel concerning any support issue or question involving the Electronic Services System electronic payment system. ESS will inform Linn County of the contact information for anyone designated to provide customer support for the Electronic Services System electronic payment systems.
- f. Comply with the terms and requirements of the card services merchant agreement under which the Electronic Services System electronic payment system operates.
- g. Receive and process information provided about any customer transactions including but not limited to the date of an order, the cumulative amount of the order, and order number, another associated service number or memo (if applicable), the name of the customer, and applicable order details such as the service type label, a service type description, and the number of service units ordered.
- h. Charge Linn County customers for the requested services for the amount charged by the County, plus any ESS payment processing fee, and to timely distribute the collected Linn County charges to the county. ESS will retain the ESS payment processing fee.
- i. Conform to the recommendations of the PCI Security Standards Council (PCI SSC).
- j. Provide information about the operation of Electronic Services System electronic payment system including but not limited to planned and unplanned service disruptions, application changes and updates, changes in business operations or any other information pertinent to the integration between ESS and Linn County.
- k. Inform users of the Linn County applications of the operation of the Electronic Services System electronic payment system and that the system is the authorized payment systems service provider.
- l. Monitor the operation of the Electronic Services System electronic payment system and to provide the primary customer support for payment services.
- m. Process any chargeback issues, and with the assistance of Linn County, challenge a customers dispute of charges made when the requested services are delivered.

12. LIMITATIONS. The County understand and agrees:

- a. That it is responsible for its internet, equipment and software maintenance and updates.
- b. That there are no representations or warranties as to payment processing uptime. The internet, equipment and components of the County, ESS or payment processor may experience technical difficulties resulting in an inability to process County payment transactions. ESS does not guarantee continuous, uninterrupted or secure access to any part of our service, and operation of the site may be interfered with by numerous factors outside of our control.
- c. Pursuant to the Merchant Agreement and applicable service agreements in effect at the time in effect with the payment processor of ESS, County shall be the point of contact for disputed charges by customers or card holders for county transactions and be responsible

for any charge backs and/or failed payments and any resulting fees that might arise pursuant to any such agreements.

- d. The services provided by ESS are “AS IS” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

13. TERMINATION. The ESS or Linn County may terminate this agreement by providing to the other party a written notice of intent to terminate this agreement at least one hundred eighty (180) days prior to the intended date of termination. The notice shall specify the reasons for termination, and shall be delivered by sending the notice to the respective representatives designated in this Agreement. The Agreement may also be terminated by mutual agreement at any time.

14. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

15. NON-LIABILITY. ESS and Linn County shall not be liable for any acts, deeds, resolutions or other actions of the other party.

16. NOTICES. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below).

If to ESS:

Phil Dunshee
Project Manager
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131
515.491.8939
phil@clris.com

If to the County:

Teresa Sackett
Deputy Recorder
LINN County
935 2ND St. SW
Cedar Rapids, IA 52404
Ph: 319-892-5432
Teresa.Sackett@linncountyiowa.gov

Any notice or communication sent by U.S. Mail under this Contract shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

Electronic Services System

Linn County

By: 
Phil Dunshee, Project Manager

By: *Carolyn Siebrecht*
Carolyn Siebrecht, Linn County Recorder

Date: 7/12/23

Date: 7/12/2023

Appendix A – Linn County Online Services

Enumerated Services

1. Linn County License Renewal Services



System User Guide

[Public Inquiry Portal: Search for Applications and Permits Submitted in EASY Air](#)

Welcome to the Linn County Iowa Environmental Application System for Air, also known as Linn Iowa EASY Air. This is a web-based application giving you the tools you need to submit air permit applications in Linn County, Iowa.

Users wishing to submit Title V Operating Permit or Prevention of Significant Deterioration (PSD) Permit applications should use the Iowa EASY Air system managed by the Iowa Department of Natural Resources (DNR): <https://programs.iowadnr.gov/easyair/Public/GovEnt/Shared/Pages/Main/Login.aspx>

Services

Linn Iowa EASY Air services let you:

- Establish a user account to manage your online submittals to Linn County, Iowa;
- Apply for air construction permits, permit modifications, registrations, determinations, pre-applications and template permits online in Linn County, Iowa;
- Monitor the status of online submittals in Linn County, Iowa;
- Receive email notifications of application review status for applications submitted in the Linn Iowa EASY Air system; and
- Track historical versions of all Linn Iowa EASY Air submittals.

Linn Iowa EASY Air services **do not** let you:

- Apply for initial or renewal Title V Operating Permits;
- Apply or modify Prevention of Significant Deterioration (PSD) permits;
- Establish or update a user account to manage online submittals to the DNR's Iowa EASY Air; and
- Apply for, monitor status of, receive notifications for, or track historical versions of construction permit, general permit, or other services specific to the DNR's Iowa EASY Air.

Getting Started

Before you begin your online application answer these four "EASY" questions:

1. Does your facility exist in Linn Iowa EASY Air?
If this is a new facility or you don't see your existing facility, fill out the Linn Iowa EASY Air Facility Number & Name Change Form and email the form to ComplianceReporting-Air@linncountyiowa.gov to get started.
2. Do you have a Responsible Official (RO) User Account in Linn Iowa EASY Air?
Only a facility RO can submit applications in the system. ROs may use the preferred e-Verify option through Linn Iowa EASY Air to create their account or can submit a paper Electronic Signature Agreement (ESA) and email the form to ComplianceReporting-Air@linncountyiowa.gov
3. Will Someone other than the RO be completing the application in Linn Iowa EASY Air?

ROs can designate others to complete the application by granting access to their facility. The Preparer designated by the RO must first create their account in Linn Iowa EASY Air.

Compatibility

Linn Iowa EASY Air is compatible with MS Windows OS, iOS, Google Chrome, Internet Explorer, Internet Edge, Mozilla Firefox, Safari, and Android OS.

Assistance and Feedback

Your feedback regarding Linn Iowa EASY Air is encouraged. To make an inquiry or suggestion, please contact the EASY Air Help Desk at:

ComplianceReporting-Air@linncountyiowa.gov, or
Tony Daugherty – 319-892-6013, or
Jason Keener – 319-892-6011

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Version: 4.0023.0315.40375

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(Last modified Time: 2023-03-15 11:25 PM PID: 19PRDWEB071)

June 5, 2025

To: ESS Coordinating Committee
From: Phil Dunshee, ILR Project Manager
Re: Potential Work Authorization

At the May 15, 2025, meeting of the ESS Coordinating Committee information about the potential for one or more work authorizations was presented. A budget amendment which allocated \$70,000.00 for this purpose was approved, and the Committee was informed about pending discussions with two Des Moines area software development companies, We Write Code (WWC) and Lean Techniques (LT). These companies were selected through a competitive selection process in 2021. We used Lean Techniques to help create the updated ILR search application, associated administrative applications, and the central authentication system. We used We Write Code to make important updates to the E-Submission customer interface. As reported in May, we haven't had much activity with them since August 2023, but the contracts with both companies are active.

Technical Services Work Authorizations

The potential scope of work for any new work authorization could address the following needs.

- Development of a first-generation statewide property notification system.
- Create the required infrastructure for a "shielding" program including a new classification for specified documents which would be designated for shielding protection and a new class of users who would be permitted to view shielded information.

At the time of the May meeting, we were also considering the potential need to make changes to the ILR software applications if any policy changes were enacted into law, and the need to address a large backlog of application changes that have been requested by users of all types. As you know, no legislative changes were enacted which would require immediate adjustment to any of the Iowa Land Records software applications (E-Submission or Search). Our core development team will remain focused on day-to-day operations, and assistance to local service providers with respect to the updated APIs for E-Submission and County Uploads. They will also make efforts to address backlog issues as time permits. Current priorities include changes to ILR applications that will reduce ongoing expenses in certain areas.

In recent weeks we have engaged in discussions with We Write Code and Lean Techniques about the possibility of doing work to build the notification and shielding systems. Both companies were provided with the attached scope of work documents, and they were asked for two basic pieces of information.

1. Identify personnel who would be capable of performing the requested work, and
2. Estimate the cost of completing the specified tasks

The following responses were received.

Lean Techniques

Representatives of Lean Techniques were unable to identify developers who would be available to start work in July or August. They indicated that they were in the process of recruiting new team members, but no commitments could be made at this time.

They based the estimates on the assumption of assigning one senior developer. The addition of another developer, if available, could shorten the development time within the same budget. They proposed a time-and-materials engagement and offered the following estimate.

Senior Engineer at \$160 per hour to fulfill the work for both the notification and the shielding projects. Combined, the two projects would span roughly 5-6 months and cost an estimated \$140,800.00.

- Project 1: "ILR Notification System"
Estimated duration: 15-16 weeks
- Project 2: "Back the Blue Scaffolding Tasks"
Estimated duration: 4-6 weeks

Lean Techniques estimated that the total project would require 880 hours of work across 22 weeks

The initial proposal did not include resources for a "delivery lead" position to help coordinate the project. In subsequent conversations the addition of a delivery lead was suggested at a rate of \$150 per hour for approximately 20 hours per week over a 5-to-6-month period. This would add between \$60,000 and \$72,000 to the original estimate.

We Write Code

A representative of WWC indicated that software developer resources were available, and they offered two options. Option A offered U.S. domestic developers, and Option B a hybrid of U.S. developers and so-called "near-shore" developers who would likely be in Argentina. Initial discussions about option B indicated that development would not require foreign developers to have a direct connection to ILR systems.

The WWC proposal also included both projects, with two full-time developers over a six-month period starting sometime in July. It would also include a half-time project manager and a quarter-time QA position (to conduct testing). Their total estimated cost is \$265,324.00.

I'm only presenting WWC Option B, as WWC Option A is substantially more expensive

Project Scope

When referencing the attached scope of work documents, the proposed plan would complete a name-based notification system. Resources permitting, work would transition to the basic elements of the future shielding system after the notification system is completed. It is doubtful that enough could be done to move the shielding system to production, but the main pieces, which I refer to as "scaffolding," could be completed within this project framework. Additional funding would be required to complete the shielding program.

Project Funding

The budgeted amount for this activity (\$70,000) is obviously insufficient. To move forward with this in the second half of 2025 it would be necessary to expend funds from the Software Development and Equipment Maintenance reserve. As of April 30, 2025, the balance in that reserve account was \$327,307.02. Assuming the project cost estimate is accurate, it would require the use of about \$195,000.00 of the reserve account for this purpose. The balance of funds in the Bankers Trust account would fall to just over \$1,000,000.00. This would be sufficient to cover day-to-day cash flow needs. But to preserve liquidity no further use of reserves would be possible or prudent.

Proposal Assessment

Our experience working with both companies on past projects has been good, and we accomplished our goals with respect to the improvements to the submitter interface, the new search application and the central authentication system. However, in both cases we would be working with new developers, new delivery leaders, and new company managers. Because Lean Techniques is unable to make any commitments, it would not be possible to work with them in the near term. We appreciate their transparency.

Both options presented by the We Write Code team are more expensive, but they are more confident that they have the personnel necessary to proceed soon. Notwithstanding our desire to use only domestic developers, it is more cost effective. If we set up the right boundaries we can reduce security risks. There is also a minimum time zone differential when compared with Europe or India.

We recognize that there is a desire to get something done sooner rather than later, and we understand that waiting until legislation is approved in 2026 means that no substantive development on these topics could occur until July 2026.

The preliminary proposals and cost estimates have been reviewed by the ESS/ILR internal development team. They advised that before proceeding it would be necessary to review the credentials of any developers presented for work on this project to ensure that they had an adequate understanding of JAVA and the ability to independently stand up a project of this scale. They also expressed the need to give sufficient oversight to the external developers to ensure that the code was aligned and compatible with key ILR systems such as Java Spring Boot. Any new applications such as the notification or shielding systems must be supportable by the internal ILR team, and further planning would be beneficial.

As noted previously, the internal ILR development team is currently focused on day-to-day operations, and assistance to local service providers with respect to the updated APIs for E-Submission and County Uploads. They are also making efforts to address backlog issues as time permits. Currently their capacity to properly give technical oversight and guidance to a significant new development project is limited.

Given these conditions, it is recommended that ESS and ILR defer action until further work can be done to define the scope and specifications for these projects, and to allow our service provider partners to more specifically identify the personnel that would be assigned. This would also allow ESS and ILR to accumulate additional resources for the project and minimize the impact on the reserve funds.

Action Requested: Guidance concerning the next steps for moving these projects forward.

We look forward to your thoughts.

pd

ILR Notification System Scaffolding Tasks

1. Create a notification search utility based on the name search (including the wild card functionality). The utility would run daily (overnight hours) searching for records which meet the following search criteria: one party name (person or organization or full name) and documents made public yesterday that have been recorded within the previous 12 months [the intent is to give notice on recently recorded documents only]. The search could be applied from one county to all 99 counties.
2. Create a table of party names [Party Name Table] (person or organization or full name created by users based on the ILR search application – the table would need to specify the party type). Each party name would be associated with a registered ILR search user (username and email address) and the table would include the date of creation. The table would permit up to 9 name profiles for each username. Note: The Party Name Table could potentially have 100,000 or more entries.
3. Link the Party Name Table to the notification search utility. The utility would search for every name in the table.
4. Persist positive search results to a Temporary Notification Table. When one or more positive results were found for a party name in the table, the following information would be persisted to a Temporary Notification Table for each matching document: The party name, the recording date, the document type, the county name, the document reference number, the Book, the Page, the unique code value assigned to the document, the associated username, the associated user email address.
5. Send Notification emails. Daily, a notification mail utility would generate 1 email (from @iowalandrecords.org) to each username in the Temporary Notification Table (prior to regular business hours). Each email would contain some standard text accompanied by the user's applicable information from the Temporary Notification Table. The information would be embedded in the body of the message as a table. Essentially, the message would notify the user that newly recorded documents were found matching the name criteria they provided. No email message would be generated to users with no matching results.
6. Archive the Notification Information. Information from the Temporary Notification Table will be appended to a Notification History Table. This table will archive the notification information and log the date of the entry. It would be used to display the notification history to the user through the ILR search interface. The purpose of the archive would be to provide the user with a record of matching documents and when they were recorded.
7. Create a Purge utility. When the archive process is completed, a utility would purge information from the Temporary Notification Table. Consideration may be given for a possible back up copy for a limited time.

ILR Notification System User Interface Tasks

1. Create interfaces for search users to set up notification profiles.
Interface A. Create a page based on the Name Search page. Change the label from "Name Search" to "Notification Profile" or alternatively "Alert Profile".

Display the following text below the name fields.

"Use the wildcard "*" character at the end of a character string in a name field if you are uncertain of spelling. Example: Peter* to find Peters, Peterson, or Petersen."

Remove the date range element, as it would not be applicable to notification

functions.

Modify the County selection option to allow the user to select any number of multiple counties or “all” counties. (The regular search interface only allows for the selection of up to five counties.)

Change the “Search” button to be “Save Profile (or Alert)”. The result would be to save the profile with the name specified.

- Interface B. Create a Notification (Alert) Profile from a name search result. After running a name search, with the search results displayed, a user would be able to create a Notification Profile. For name search results only, a new button would be created and placed adjacent to the “Refine Search” and “Create Saved Search” buttons. The button would be labeled “Create Notification (or Alert)”. A notification profile would be created based on the name (person, organization, or full name) and the counties selected for the search that had just been performed.
2. Create a page to display saved notification profiles. Use the existing “Saved Searches” page as the model for the notification profiles page. Instead of using the label “Saved Searches” use the label “Saved Notification Profiles”. Alternatively: “Notification Profiles”.

Modify the display of the Saved Notifications as follows:

- The title of each profile would be formatted as “Notification: [Insert Name Specified]”
- Created On: [Date Profile Created]
- Counties: [Specify Counties Selected or All”

The trash can icon would be retained and, if selected, the notification profile would be removed

The right arrow, used to initiate the search, would be removed and replaced with an “Edit” label. Selection of the Edit label would return the user to Interface A, where the user might alter the name or specify a different county or counties.

Include a link on this page to view a new page for viewing prior notifications (Notification History). It could be a button, similar in style to the “Create Notification” button described previously.

3. Create a “Notification History” page, labeled as such. The page would present a table of information about previous notifications sent to the user. The column headings would be as follows”
- Notification Profile: Displaying the Name on which the profile is based.
 - Date of Notification
 - Recording Date
 - County Name
 - Document Type
 - Recording Reference Number
 - Recording Book /Recording Page (if applicable)
 - Unique Code Value [an active link to the referenced document in the search app.]

- A search link to the document details
- 4. Create a link labeled "See Alerts" would be displayed in the left navigation bar, and when selected, the Notification History page would be displayed.
- 5. Create a Purge utility. When a Date of Notification is more than one year old, the utility would purge the notification from the Notification History.
- 6. If a user's search account is removed or becomes inactive for any reason, the names would be retained in the Party Name Table for a period of four years and the notifications would continue. Thereafter, the names would be purged from the Party Name Table. An inactive user would also be able to set up a new user account and new notification profiles.

ILR Notification System Administration Interface Tasks

1. Create a user interface for ESS Admins to allow them to edit or download the Party Name Table.
2. Create a report for ESS Admins permitting them to view and download a notification/alert history by notification date range, recording date range, upload date range, county name, or username.

Future Notification System Enhancements

1. Create a notification search utility based on the document reference numbers or unique code values. The utility would enable a notification or alert for the recording of any document with an associated reference to a specified document
2. Create an Associated Reference Notification Table.
3. Persist positive search results to the Temporary Notification Table.
4. Follow similar procedures for name notifications

Back the Blue “Scaffolding” Tasks

1. Create a status classification for individual documents called “Shielded”
2. Create a User Type called “Eligible Viewer”
3. Create a function in the Search application that any document which is flagged as “Shielded” would not be “found” in search and/or not “displayed” in search results, and logically the image associated with that indexed document could not be viewed.
4. Create a function in the Search application that any document which is flagged as “Shielded” could be viewed by a user with the type “Eligible Viewer”. Users without that designation would not have access to the search results for shielded documents. Recorders and ESS admins would be considered an eligible viewer
5. When displaying a shielded document in search results, display a “shield” symbol along with the other icons (triangle, PDF, or Index Data symbols) in the right-hand area of the search results.
The “shield” symbol should also be displayed in the “View Index Data” section (open space adjacent to the summary information). There would also be a link to a message about responsibilities for confidentiality.
6. Create a function/interface in the Manage Users application that would allow an ESS Admin to designate (or remove the designation) of being an “Eligible Viewer”. Enable group update function to allow for a “csv upload” of eligible user information by username.
7. Create a function/interface in the “Organizations” app, for search enabled organizations, to enable (or disable) an ESS Admin to give permission an org administrator to make an authorized search user an “Eligible Viewer”
8. Create a function/interface in the ADMIN/USERS area to permit an org administrator to designate (or remove the designation of) another org user as an “Eligible Viewer”

These are intended to be the core components of a BTB shielding function.

Other enhancements could be added later such as the following.

- Reports showing all shielded documents
- A date showing time remaining on shielding for shielded individuals
- An interface for ESS Admin to set (or adjust) the starting time for each document
- A database of people requesting shielding and the documents requested
- A log of users who view a shielded doc (main results or details) – the log could include Username, First, Last, Organization Name (if applicable), County, Book, Page, Reference #, Date Shielded Document Accessed)
- A reminder message (email) to shielded individuals to check status/request renewal
- A log of which ESS Admin (or Org Admin) authorized EV status or enabled associated reports.
- Terms of Service and Privacy Policies will be updated, and Eligible Viewers would be required to maintain confidentiality

DRAFT

Chapter 9
County Project Assessment Cost Sharing Program

ESS – 9.1 Definitions.

(Iowa Code Section 331.604)

As used in this Chapter:

County E-Submission Ratio – The total number of electronic documents recorded by a county through the county land record information system in a calendar year divided by the total number of complete documents transferred by a county to the county land record information system in the same calendar year as determined by the ESS Coordinating Committee.

County Project Assessment Cost Share Basis – The Project Assessment Cost Share Basis divided by the number of counties which are deemed to be eligible for participation in the County Project Assessment Cost Sharing Program as determined by the ESS Coordinating Committee.

County Variance – The County E-Submission Ratio minus the Statewide E-Submission Ratio.

Local Service Provider Maintenance Costs – The costs associated with services provided by local electronic indexing and imaging service providers to maintain and support the Recorder’s Association Transfer Module which is used to transfer information between a County and the Electronic Services System

Percent of County Variance – The County Variance divided by the Statewide E-Submission Ratio.

Project Assessment Cost Share Adjustment – The Percent of County Variance multiplied by the County Project Assessment Cost Sharing Basis.

Project Assessment Cost Share Amount – The sum of the Project Assessment Cost Share Adjustment and the County Project Assessment Cost Sharing Basis.

Project Assessment Cost Share Basis – The portion of the net income earned from the Electronic Recording Convenience Fee which is allocated by the ESS Coordinating Committee to the County Project Assessment Cost Sharing Program.

Statewide E-Submission Ratio – The total number of electronic documents recorded through the county land record information system in a calendar year divided by the total number of complete documents transferred to the county land record information system in the same calendar year as determined by the ESS Coordinating Committee.

ESS – 9.2 Authority and Purpose.

(Iowa Code Section 331.604)

9.2(1) The Electronic Services System has the responsibility to develop, implement, and maintain a statewide internet website for purposes of providing electronic access to records and information and to implement electronic recording and electronic transactions in each County. The operation of the county land record information system requires the engagement of local indexing and imaging service providers. Those service providers require compensation for their services, and new sources of revenue are required to provide for that compensation. One source of revenue is the Electronic Recording Convenience Fee as provided in Section 1.5(2). The purpose of this Chapter is create a mechanism to encourage more organizations to electronically file and to secure additional revenue from the Electronic Recording Convenience Fee, a portion of which may be used to help participating counties compensate local service providers.

ESS – 9.3 County Project Assessment Cost Sharing Program.

(Iowa Code Section 331.604)

9.3(1) County Project Assessment Cost Sharing Program. For the fiscal year beginning July 1, 2014 and for subsequent fiscal years, a Local Service provider Maintenance Cost Sharing Program is established. The purpose of the program is to reduce the amount of County Project Assessments which are levied by the ESS Coordinating Committee to a County for expenses associated with Local Service Provider Maintenance Costs, and to provide an incentive for Counties to encourage customers to file documents electronically.

9.3(2) Funding For Cost Sharing Program. Upon the completion of each calendar year the ESS Coordinating Committee shall determine the amount of net income earned from the Electronic Recording Convenience Fee, after deducting the expenses associated with the activities specified in Section 1.5(2-2) lettered paragraphs a through d and lettered paragraphs f through h. The ESS Coordinating Committee shall also ensure that a sufficient Revolving Fund Cash Flow Balance is maintained as provided in Section 1.5(2-2) lettered paragraph e. If the ESS Coordinating Committee determines that sufficient net income has been earned from the Electronic Recording Convenience Fee, then a portion of the net income may be allocated by the ESS Coordinating Committee to the County Project Assessment Cost Sharing Program.

9.3(3) Eligibility For Cost Sharing Program. The eligibility of a County to participate in the County Project Assessment Cost Sharing Program shall be based on the County's compliance with the ESS Policies and Procedures including but not limited to policies relating to the completeness and timeliness of the transfer of land record information to the Electronic Services system, and the timely processing of electronic documents submitted to the County. The ESS

Coordinating Committee shall annually determine eligibility for participation in the County Project Assessment Cost Sharing Program.

9.3(4) County Distribution of Cost Sharing Program Funds. Prior to the annual issuance of invoices for County Project Assessments associated with local service provider maintenance activities, the ESS Coordinating Committee shall determine the Project Assessment Cost Share Amount for each County. The applicable Project Assessment Cost Share Amount shall be provided to each County as a credit toward the amount due as specified in the County Project Assessment invoice.

The distribution of Cost Sharing Program Funds under this program shall not exceed the amount allocated to the Program by the ESS Coordinating Committee, and the amount distributed to any individual County shall not exceed the total annual cost of maintenance services provided by local indexing and imaging vendors to the County.

Adopted 2.12.14.

For clarification, Local Maintenance Costs are paid annually by ILR to the local land records software providers (Cott, Fidler, etc). Per the County Project Assessment Cost Sharing Program, these are defined as:

“The costs associated with services provided by local electronic indexing and imaging service providers to maintain and support the Recorder’s Association Transfer Module which is used to transfer information between a County and the Electronic Services System.”

It is further stated in ESS-9.2(1):

“The operation of the county land record information system requires the engagement of local indexing and imaging service providers. Those service providers require compensation for their services, and new sources of revenue are required to provide for that compensation. One source of revenue is the Electronic Recording Convenience Fee (\$3 for e-sub) as provided in Section 1.5(2). The purpose of this chapter is to create a mechanism to encourage more organizations to electronically file and to secure additional revenue from the ERCF, a portion of which may be used to help participating counties compensate local service providers.”

What this means is that each service provider is paid the same fee multiplied by each county they service. There is some variance in the fee depending on whether a county utilizes one provider or two (it appears only Mahaska has two providers).

1. ILR pays a fee to each service provider equal to the fee times the number of counties served. FY25 fees were \$3149.95 for counties with a single provider, and \$4291.70 for those that used two providers.
2. Those fees all go to the individual providers...there is no portion that is paid to ILR for other uses.
3. Fidler has chosen to opt out of receiving these fees. It is their perspective that we, as the county customer pay them to provide our indexing and imaging services, and to also collect fees from ILR would be akin to double dipping.
4. As they are not charging any maintenance fees to ILR, there is no fee for our county to “cost share”.
5. This has no impact on any non-Fidler county. Those service providers are still being paid their maintenance fee, which is paid by ILR with a portion coming from the county.

6. Maintenance fees do not rise or fall based on the number of counties using any particular provider. County portions do not change either, as they are contributing ONLY to their contracted service provider.

Contrary to the assumed facts, Fidar not charging maintenance fees is a good thing. It ultimately saves ILR money, as they do not have to pay their portion either. This frees up funds in their budget for other things.

On a side note, based on the original founding documents when ILR was formed, the maintenance fees were intended to be paid in their entirety from ILR funds. Asking counties to help cover the cost was the last proposed option if all else failed and was to be temporary. At some point it became standard for counties to be responsible for these fees, at a percentage that disproportionately impacts the smaller counties.

Based on the proposed allocations, which are for six months instead of a year:

The total fees with Fidar would be: \$160,405.80 - \$17,757.85 of which would go to Fidar, leaving \$142,647.95 to be paid to other service providers.

Without Fidar, \$142,647.95 is paid to the other service providers, with each county covering their portion based on ILR's formula. If you compare the estimate from the 2/20/25 ESS committee meeting packet to the current estimate, all non-Fidar counties numbers are identical. Other counties ARE NOT impacted by Fidar refusing these fees.

Based on 2023 recording data, with 477073 recorded documents and 62.12% of those submitted electronically, 296368 documents were e-recorded through ILR, generating \$889,073.24 through the \$3 convenience fee, all of which is kept by ILR and is "one source of revenue" for maintenance fees. That is 280% more than the total maintenance fees due that year. Yet individual counties covered 59% of the maintenance fees and ILR only paid 41%.

These fees are also disproportionally assessed and typically the smaller counties end up paying more for maintenance. Under the guise of rewarding counties that record more documents electronically, the fees paid by counties are higher the smaller the county. Based on an average of \$0.74 of each recorded document being paid to ILR for maintenance fees, Polk County paid \$0.02 of each of their documents while Adams County paid \$2.05 of each of their documents. Even if they managed to get to 100% e-sub, they would still pay more in maintenance fees than Polk due to the lower volume of recordings.

The upcoming fiscal year budget for ILR is \$120,000 allocated to cover the "credits" to counties, half of which (\$60,000) is what ILR has budgeted to pay, with the remaining

\$82,647.95 left to be paid by the counties. Instead, they are only “crediting” \$52,534.76 causing an additional \$8,000 (approximate/maybe what would have been paid to Fidlar) to be covered by counties.

Fidlar opting not to sign a contract and refusing to take more money from their counties is NOT a bad thing. It is saving both their counties AND ILR money.

In summary Worth County for instance is paying ILR \$1.39 per document in maintenance fees, while Linn County paid \$.04 per recorded document in maintenance fees. Linn County (and all Fidlar counties) will no longer pay maintenance fees, but ILR will no longer be writing a check back to Fidlar for the difference per county.

County Name	County E-Sub Ratio	2023 Docs	e-sub docs	Maintenance Fee	2024 Formula Cost Share	2024 Cost Share +	Previous Allocation	County paid	ILR Paid	County cost per	Over/Under average
ADAIR	51.36%	1437	738	\$ 3,149.95	\$ 1,085.64	\$ 1,215.64	\$ 1,070.37	\$ 1,934.31	\$ 1,215.64	\$ 1.35	182%
ADAMS	50.47%	953	481	\$ 3,149.95	\$ 1,066.93	\$ 1,196.93	\$ 1,053.83	\$ 1,953.02	\$ 1,196.93	\$ 2.05	277%
ALLAMAKEE	24.90%	2610	650	\$ 3,149.95	\$ 526.45	\$ 656.45	\$ 575.71	\$ 2,493.50	\$ 656.45	\$ 0.96	129%
APPANOOSE	27.49%	2685	738	\$ 3,149.95	\$ 581.03	\$ 711.03	\$ 623.99	\$ 2,438.92	\$ 711.03	\$ 0.91	123%
AUDUBON	63.64%	1224	779	\$ 3,149.95	\$ 1,345.37	\$ 1,475.37	\$ 1,300.13	\$ 1,674.58	\$ 1,475.37	\$ 1.37	185%
BENTON	62.02%	4458	2765	\$ 3,149.95	\$ 1,311.11	\$ 1,441.11	\$ 1,269.83	\$ 1,708.84	\$ 1,441.11	\$ 0.38	52%
BLACK HAWK	56.40%	16618	9373	\$ 3,149.95	\$ 1,192.17	\$ 1,322.17	\$ 1,164.61	\$ 1,827.78	\$ 1,322.17	\$ 0.11	15%
BOONE	58.72%	4151	2437	\$ 3,149.95	\$ 1,241.24	\$ 1,371.24	\$ 1,208.02	\$ 1,778.71	\$ 1,371.24	\$ 0.43	58%
BREMER	63.52%	3619	2299	\$ 3,149.95	\$ 1,342.84	\$ 1,472.84	\$ 1,297.90	\$ 1,677.11	\$ 1,472.84	\$ 0.46	63%
BUCHANAN	68.01%	3610	2455	\$ 3,149.95	\$ 1,437.57	\$ 1,567.57	\$ 1,381.70	\$ 1,582.38	\$ 1,567.57	\$ 0.44	59%
BUENA VISTA	50.83%	2904	1476	\$ 3,149.95	\$ 1,074.42	\$ 1,204.42	\$ 1,060.45	\$ 1,945.53	\$ 1,204.42	\$ 0.67	91%
BUTLER	58.36%	2524	1473	\$ 3,149.95	\$ 1,233.67	\$ 1,363.67	\$ 1,201.32	\$ 1,786.28	\$ 1,363.67	\$ 0.71	96%
CALHOUN	51.89%	2147	1114	\$ 3,149.95	\$ 1,096.83	\$ 1,226.83	\$ 1,080.27	\$ 1,923.12	\$ 1,226.83	\$ 0.90	121%
CARROLL	44.92%	2896	1301	\$ 3,149.95	\$ 949.65	\$ 1,079.65	\$ 950.08	\$ 2,070.30	\$ 1,079.65	\$ 0.71	97%
CASS	46.43%	2061	957	\$ 3,149.95	\$ 981.57	\$ 1,111.57	\$ 978.31	\$ 2,038.38	\$ 1,111.57	\$ 0.99	134%
CEDAR	67.95%	3257	2213	\$ 3,149.95	\$ 1,436.31	\$ 1,566.31	\$ 1,380.58	\$ 1,583.64	\$ 1,566.31	\$ 0.49	66%
CERRO GORDO	73.38%	6731	4939	\$ 3,149.95	\$ 1,141.75	\$ 1,141.75	\$ 1,141.75	\$ 2,008.20	\$ 1,141.75	\$ 0.30	40%
CHEROKEE	44.25%	2271	1005	\$ 3,149.95	\$ 935.48	\$ 1,065.48	\$ 937.54	\$ 2,084.47	\$ 1,065.48	\$ 0.92	124%
CHICKASAW	49.75%	2243	1116	\$ 3,149.95	\$ 1,051.77	\$ 1,181.77	\$ 1,040.41	\$ 1,968.18	\$ 1,181.77	\$ 0.88	119%
CLARKE	49.58%	1684	835	\$ 3,149.95	\$ 1,048.16	\$ 1,178.16	\$ 1,037.22	\$ 1,971.79	\$ 1,178.16	\$ 1.17	158%
CLAY	57.30%	2816	1614	\$ 3,149.95	\$ 1,211.36	\$ 1,341.36	\$ 1,181.59	\$ 1,808.59	\$ 1,341.36	\$ 0.64	87%
CLAYTON	49.41%	3329	1645	\$ 3,149.95	\$ 1,044.57	\$ 1,174.57	\$ 1,034.04	\$ 1,975.38	\$ 1,174.57	\$ 0.59	80%
CLINTON	55.39%	6696	3709	\$ 3,149.95	\$ 1,170.92	\$ 1,300.92	\$ 1,145.81	\$ 1,849.03	\$ 1,300.92	\$ 0.28	37%
CRAWFORD	55.37%	2301	1274	\$ 3,149.95	\$ 1,170.41	\$ 1,300.41	\$ 1,145.36	\$ 1,849.54	\$ 1,300.41	\$ 0.80	109%
DALLAS	65.13%	18555	12085	\$ 3,149.95	\$ 1,376.80	\$ 1,506.80	\$ 1,327.94	\$ 1,643.15	\$ 1,506.80	\$ 0.09	12%
DAVIS	19.18%	1543	296	\$ 3,149.95	\$ 405.52	\$ 535.52	\$ 468.73	\$ 2,614.43	\$ 535.52	\$ 1.69	229%
DECATUR	40.65%	1567	637	\$ 3,149.95	\$ 859.32	\$ 989.32	\$ 870.17	\$ 2,160.63	\$ 989.32	\$ 1.38	186%
DELAWARE	62.93%	3245	2042	\$ 3,149.95	\$ 1,330.23	\$ 1,460.23	\$ 1,286.74	\$ 1,689.72	\$ 1,460.23	\$ 0.52	70%
DES MOINES	70.72%	5348	3782	\$ 3,149.95	\$ 1,494.91	\$ 1,624.91	\$ 1,432.42	\$ 1,525.04	\$ 1,624.91	\$ 0.29	39%
DICKINSON	50.72%	5891	2988	\$ 3,149.95	\$ 1,072.20	\$ 1,202.20	\$ 1,058.49	\$ 1,947.75	\$ 1,202.20	\$ 0.33	45%
DUBUQUE	68.19%	12105	8254	\$ 3,149.95	\$ 1,441.40	\$ 1,571.40	\$ 1,385.09	\$ 1,578.55	\$ 1,571.40	\$ 0.13	18%
EMMET	37.73%	1569	592	\$ 3,149.95	\$ 797.60	\$ 927.60	\$ 815.57	\$ 2,222.35	\$ 927.60	\$ 1.42	191%
FAYETTE	52.28%	3271	1710	\$ 3,149.95	\$ 1,105.10	\$ 1,235.10	\$ 1,087.59	\$ 1,914.85	\$ 1,235.10	\$ 0.59	79%
FLOYD	72.73%	2523	1835	\$ 3,149.95	\$ 1,537.46	\$ 1,667.46	\$ 1,470.06	\$ 1,482.49	\$ 1,667.46	\$ 0.59	79%
FRANKLIN	59.29%	1965	1165	\$ 3,149.95	\$ 1,253.28	\$ 1,383.28	\$ 1,218.67	\$ 1,766.67	\$ 1,383.28	\$ 0.90	121%
FREMONT	57.95%	1408	816	\$ 3,149.95	\$ 1,225.10	\$ 1,355.10	\$ 1,193.75	\$ 1,794.85	\$ 1,355.10	\$ 1.27	172%
GREENE	61.38%	2074	1273	\$ 3,149.95	\$ 1,297.49	\$ 1,427.49	\$ 1,257.78	\$ 1,722.46	\$ 1,427.49	\$ 0.83	112%
GRUNDY	63.85%	2351	1501	\$ 3,149.95	\$ 1,349.63	\$ 1,479.63	\$ 1,303.90	\$ 1,670.32	\$ 1,479.63	\$ 0.71	96%
GUTHRIE	71.64%	2715	1945	\$ 3,149.95	\$ 1,514.38	\$ 1,644.38	\$ 1,449.64	\$ 1,505.57	\$ 1,644.38	\$ 0.55	75%

County Name	County E-Sub Ratio	2023 Docs	e-sub docs	Maintenance Fee	2024 Formula Cost Share	2024 Cost Share +	Previous Allocation	County paid	ILR Paid	County cost per	Over/Under average
HAMILTON	66.48%	2610	1735	\$ 3,149.95	\$ 1,405.22	\$ 1,535.22	\$ 1,353.08	\$ 1,614.73	\$ 1,535.22	\$ 0.62	84%
HANCOCK	67.18%	2221	1492	\$ 3,149.95	\$ 1,420.06	\$ 1,550.06	\$ 1,366.20	\$ 1,599.89	\$ 1,550.06	\$ 0.72	97%
HARDIN	70.31%	3105	2183	\$ 3,149.95	\$ 1,486.20	\$ 1,616.20	\$ 1,424.72	\$ 1,533.75	\$ 1,616.20	\$ 0.49	67%
HARRISON	60.56%	2766	1675	\$ 3,149.95	\$ 1,280.11	\$ 1,410.11	\$ 1,242.41	\$ 1,739.84	\$ 1,410.11	\$ 0.63	85%
HENRY	55.79%	2746	1532	\$ 3,149.95	\$ 1,179.35	\$ 1,309.35	\$ 1,153.27	\$ 1,840.60	\$ 1,309.35	\$ 0.67	91%
HOWARD	30.54%	1958	598	\$ 3,149.95	\$ 645.62	\$ 775.62	\$ 681.12	\$ 2,374.33	\$ 775.62	\$ 1.21	164%
HUMBOLDT	50.88%	1922	978	\$ 3,149.95	\$ 1,075.65	\$ 1,205.65	\$ 1,061.54	\$ 1,944.30	\$ 1,205.65	\$ 1.01	137%
IDA	76.70%	1292	991	\$ 3,149.95	\$ 1,621.42	\$ 1,751.42	\$ 1,544.34	\$ 1,398.53	\$ 1,751.42	\$ 1.08	146%
IOWA	72.54%	2702	1960	\$ 3,149.95	\$ 1,533.40	\$ 1,663.40	\$ 1,466.47	\$ 1,486.55	\$ 1,663.40	\$ 0.55	74%
JACKSON	58.19%	3143	1829	\$ 3,149.95	\$ 1,230.14	\$ 1,360.14	\$ 1,198.20	\$ 1,789.81	\$ 1,360.14	\$ 0.57	77%
JASPER	58.63%	6171	3618	\$ 3,149.95	\$ 1,239.36	\$ 1,369.36	\$ 1,206.36	\$ 1,780.59	\$ 1,369.36	\$ 0.29	39%
JEFFERSON	39.58%	2739	1084	\$ 3,149.95	\$ 836.61	\$ 966.61	\$ 850.08	\$ 2,183.34	\$ 966.61	\$ 0.80	108%
JOHNSON	78.80%	18287	14410	\$ 3,149.95	\$ 1,665.74	\$ 1,795.74	\$ 1,583.54	\$ 1,354.21	\$ 1,795.74	\$ 0.07	10%
JONES	66.23%	3071	2034	\$ 3,149.95	\$ 1,400.09	\$ 1,530.09	\$ 1,348.54	\$ 1,619.86	\$ 1,530.09	\$ 0.53	71%
KEOKUK	58.91%	1942	1144	\$ 3,149.95	\$ 1,245.27	\$ 1,375.27	\$ 1,211.58	\$ 1,774.68	\$ 1,375.27	\$ 0.91	123%
KOSSUTH	44.69%	3005	1343	\$ 3,149.95	\$ 944.75	\$ 1,074.75	\$ 945.74	\$ 2,075.20	\$ 1,074.75	\$ 0.69	93%
LEE	66.75%	4177	2788	\$ 3,149.95	\$ 1,410.96	\$ 1,540.96	\$ 1,358.15	\$ 1,608.99	\$ 1,540.96	\$ 0.39	52%
LINN	76.71%	31379	24071	\$ 3,149.95	\$ 1,621.65	\$ 1,751.65	\$ 1,544.54	\$ 1,398.30	\$ 1,751.65	\$ 0.04	6%
LOUISA	67.69%	1625	1100	\$ 3,149.95	\$ 1,430.95	\$ 1,560.95	\$ 1,375.84	\$ 1,589.00	\$ 1,560.95	\$ 0.98	132%
LUCAS	66.56%	1615	1075	\$ 3,149.95	\$ 1,407.09	\$ 1,537.09	\$ 1,354.73	\$ 1,612.86	\$ 1,537.09	\$ 1.00	135%
LYON	40.41%	2613	1056	\$ 3,149.95	\$ 854.30	\$ 984.30	\$ 865.73	\$ 2,165.65	\$ 984.30	\$ 0.83	112%
MADISON	52.97%	3151	1669	\$ 3,149.95	\$ 1,119.68	\$ 1,249.68	\$ 1,100.48	\$ 1,900.27	\$ 1,249.68	\$ 0.60	81%
MAHASKA	56.49%	3087	1744	\$ 4,291.70	\$ 1,194.25	\$ 1,324.25	\$ 1,166.45	\$ 2,967.45	\$ 1,324.25	\$ 0.96	130%
MARION	69.74%	5351	3732	\$ 3,149.95	\$ 1,474.32	\$ 1,604.32	\$ 1,414.21	\$ 1,545.63	\$ 1,604.32	\$ 0.29	39%
MARSHALL	73.80%	5045	3723	\$ 3,149.95	\$ 1,559.97	\$ 1,689.97	\$ 1,489.98	\$ 1,459.98	\$ 1,689.97	\$ 0.29	39%
MILLS	63.05%	2701	1703	\$ 3,149.95	\$ 1,332.83	\$ 1,462.83	\$ 1,289.04	\$ 1,687.12	\$ 1,462.83	\$ 0.62	84%
MITCHELL	42.22%	1916	809	\$ 3,149.95	\$ 892.56	\$ 1,022.56	\$ 899.57	\$ 2,127.39	\$ 1,022.56	\$ 1.11	150%
MONONA	66.17%	1552	1027	\$ 3,149.95	\$ 1,398.83	\$ 1,528.83	\$ 1,347.42	\$ 1,621.12	\$ 1,528.83	\$ 1.04	141%
MONROE	34.60%	1390	481	\$ 3,149.95	\$ 731.50	\$ 861.50	\$ 757.10	\$ 2,288.45	\$ 861.50	\$ 1.65	222%
MONTGOMERY	39.26%	1778	698	\$ 3,149.95	\$ 829.87	\$ 959.87	\$ 844.11	\$ 2,190.08	\$ 959.87	\$ 1.23	166%
MUSCATINE	73.84%	5577	4118	\$ 3,149.95	\$ 1,560.88	\$ 1,690.88	\$ 1,490.78	\$ 1,459.07	\$ 1,690.88	\$ 0.26	35%
O'BRIEN	41.44%	2821	1169	\$ 3,149.95	\$ 875.98	\$ 1,005.98	\$ 884.91	\$ 2,143.97	\$ 1,005.98	\$ 0.76	103%
OSCEOLA	39.15%	1479	579	\$ 3,149.95	\$ 827.55	\$ 957.55	\$ 842.07	\$ 2,192.40	\$ 957.55	\$ 1.48	200%
PAGE	44.17%	2334	1031	\$ 3,149.95	\$ 933.78	\$ 1,063.78	\$ 936.03	\$ 2,086.17	\$ 1,063.78	\$ 0.89	121%
PALO ALTO	48.34%	2021	977	\$ 3,149.95	\$ 1,021.91	\$ 1,151.91	\$ 1,014.00	\$ 1,998.04	\$ 1,151.91	\$ 0.99	134%
PLYMOUTH	48.44%	4288	2077	\$ 3,149.95	\$ 1,023.92	\$ 1,153.92	\$ 1,015.78	\$ 1,996.03	\$ 1,153.92	\$ 0.47	63%
POCAHONTAS	42.42%	1768	750	\$ 3,149.95	\$ 896.74	\$ 1,026.74	\$ 903.27	\$ 2,123.21	\$ 1,026.74	\$ 1.20	162%
POLK	64.87%	67402	43724	\$ 3,149.95	\$ 1,371.39	\$ 1,501.39	\$ 1,323.16	\$ 1,648.56	\$ 1,501.39	\$ 0.02	3%
POTTAWATTAMIE	79.91%	11876	9490	\$ 3,149.95	\$ 1,689.20	\$ 1,819.20	\$ 1,604.29	\$ 1,330.75	\$ 1,819.20	\$ 0.11	15%

County Name	County E-Sub Ratio	2023 Docs	e-sub docs	Maintenance Fee	2024 Formula Cost Share	2024 Cost Share +	Previous Allocation	County paid	ILR Paid	County cost per	Over/Under average
POWESHIEK	69.74%	3060	2134	\$ 3,149.95	\$ 1,474.21	\$ 1,604.21	\$ 1,414.11	\$ 1,545.74	\$ 1,604.21	\$ 0.51	68%
RINGGOLD	48.47%	1407	682	\$ 3,149.95	\$ 1,024.65	\$ 1,154.65	\$ 1,016.42	\$ 1,995.30	\$ 1,154.65	\$ 1.42	192%
SAC	45.06%	1953	880	\$ 3,149.95	\$ 952.50	\$ 1,082.50	\$ 952.60	\$ 2,067.45	\$ 1,082.50	\$ 1.06	143%
SCOTT	59.02%	22589	13332	\$ 3,149.95	\$ 1,247.53	\$ 1,377.53	\$ 1,213.58	\$ 1,772.42	\$ 1,377.53	\$ 0.08	11%
SHELBY	42.11%	2054	865	\$ 3,149.95	\$ 890.23	\$ 1,020.23	\$ 897.51	\$ 2,129.72	\$ 1,020.23	\$ 1.04	140%
SIOUX	50.44%	5890	2971	\$ 3,149.95	\$ 1,066.28	\$ 1,196.28	\$ 1,053.25	\$ 1,953.67	\$ 1,196.28	\$ 0.33	45%
STORY	79.32%	9148	7256	\$ 3,149.95	\$ 1,676.70	\$ 1,806.70	\$ 1,593.24	\$ 1,343.25	\$ 1,806.70	\$ 0.15	20%
TAMA	69.31%	2825	1958	\$ 3,149.95	\$ 1,465.14	\$ 1,595.14	\$ 1,406.09	\$ 1,554.81	\$ 1,595.14	\$ 0.55	74%
TAYLOR	51.99%	1404	730	\$ 3,149.95	\$ 1,099.11	\$ 1,229.11	\$ 1,082.29	\$ 1,920.84	\$ 1,229.11	\$ 1.37	185%
UNION	51.05%	2141	1093	\$ 3,149.95	\$ 1,079.17	\$ 1,209.17	\$ 1,064.65	\$ 1,940.78	\$ 1,209.17	\$ 0.91	122%
VAN BUREN	39.05%	1452	567	\$ 3,149.95	\$ 825.47	\$ 955.47	\$ 840.22	\$ 2,194.48	\$ 955.47	\$ 1.51	204%
WAPELLO	32.85%	4520	1485	\$ 3,149.95	\$ 694.50	\$ 824.50	\$ 724.37	\$ 2,325.45	\$ 824.50	\$ 0.51	70%
WARREN	62.46%	9401	5872	\$ 3,149.95	\$ 1,320.37	\$ 1,450.37	\$ 1,278.02	\$ 1,699.58	\$ 1,450.37	\$ 0.18	24%
WASHINGTON	61.15%	3928	2402	\$ 3,149.95	\$ 1,292.67	\$ 1,422.67	\$ 1,253.51	\$ 1,727.28	\$ 1,422.67	\$ 0.44	59%
WAYNE	35.65%	1554	554	\$ 3,149.95	\$ 753.61	\$ 883.61	\$ 776.65	\$ 2,266.34	\$ 883.61	\$ 1.46	197%
WEBSTER	61.81%	4959	3065	\$ 3,149.95	\$ 1,306.54	\$ 1,436.54	\$ 1,265.78	\$ 1,713.41	\$ 1,436.54	\$ 0.35	47%
WINNEBAGO	74.56%	1643	1225	\$ 3,149.95	\$ 1,576.10	\$ 1,706.10	\$ 1,504.24	\$ 1,443.85	\$ 1,706.10	\$ 0.88	119%
WINNESHIEK	30.73%	3052	938	\$ 3,149.95	\$ 649.69	\$ 779.69	\$ 684.72	\$ 2,370.26	\$ 779.69	\$ 0.78	105%
WOODBURY	75.71%	12126	9181	\$ 3,149.95	\$ 1,600.33	\$ 1,730.33	\$ 1,525.68	\$ 1,419.62	\$ 1,730.33	\$ 0.12	16%
WORTH	58.70%	1281	752	\$ 3,149.95	\$ 1,240.95	\$ 1,370.95	\$ 1,207.76	\$ 1,779.00	\$ 1,370.95	\$ 1.39	188%
WRIGHT	71.16%	2545	1811	\$ 3,149.95	\$ 1,504.24	\$ 1,634.24	\$ 1,440.67	\$ 1,515.71	\$ 1,634.24	\$ 0.60	80%
State Average	62.12%	476913	296256	\$ 312,986.80	\$ 117,146.73	\$ 129,886.71	\$ 114,541.53	\$ 183,100.07	\$ 129,886.73	\$ 0.74	
								59%	41%		

From: Phil Dunshee
Sent: Tuesday, June 17, 2025 3:38 PM
To: Siebrecht, Carolyn <Carolyn.Siebrecht@linncountyiowa.gov>
Subject: RE: Maintenance Fees

Carolyn,

I've had a chance to review the spreadsheet and the accompanying memo. I don't have much argument with the math (there is a mix of data from 2023 and 2024, for example. The numbers still work.), but I do challenge the reasoning.

First, The ESS Committee and the Finance Subcommittee have had this discussion before on a few occasions dating back to the creation of the cost sharing program. But before that, in the very beginning, the ESS Committee had to decide how to engage with the local service providers. Most of the service providers, if not all, were concerned about this new entity being created and what it would mean to them. Would they be replaced eventually? Not much different from the recorders' reaction; some of whom thought it would mean the end to their jobs. Obviously, that never happened, but it was a real concern. The ESS Committee opted to show respect for the local service providers by offering to pay them for their integration services and not just expect them to do it. In the grand scheme, this was a good call. Despite a few rocky relationships, it was decided to enter business agreements outlining the mutual responsibilities of ILR and the local service providers. And it was decided that each service provider would be paid equally for each county they served whether the county was big or small. The functions were the same regardless of size. Upload records to ILR. Process electronically submitted documents and record them. One document or one hundred – it didn't matter – the processes were the same. And overall, it balanced out because service providers served both large and small counties. Another additional gesture to the service providers was annual cost of living increases – usually 3% each year. Not long ago it was adjusted to be based on the social security COLA increases. All of this was done to recognize the value of the integration services they provided.

The idea of basing maintenance payments on the number of documents recorded has been discussed. But there have been two factors that weighed against it. 1. Large counties were already making the biggest financial contribution to the system. They contributed the most money for the start up @ \$5 per document the first year, which later became the standard \$1 per document add-on fee. Then, with advent of E-Submission, the large counties contributed more through the electronic recording fee.

2. It was important that every county make a tangible contribution to the system. So, when it came to decide how to structure local contributions for the maintenance fees, basing it on recording volume didn't seem to be the right thing to do. An equal contribution from each county seemed right, and most counties could afford just a few thousand dollars. The cost sharing credit was created to lessen the impact on local budgets and to provide an incentive for electronic recording. This policy has contributed to the success of E-Submission from nothing in 2005 to 67% of all documents in 2024. Yes, you can do the math to show that the cost per document is higher in some counties. But still – it's only a few thousand dollars. I think it is good that every county has some skin in the game, so to speak. I do take some small offense at the statement that the cost sharing is being done “under the guise of rewarding counties that record more documents electronically.” It is a mathematical fact that counties that do more electronic recording get a higher cost sharing credit. There is no disguising it.

Let's also not forget that, if the legislation were to pass with the \$3.00 per document allocation to ILR, the ESS Committee had agreed to take over 100% of the maintenance costs (assuming that the counties remain in the 28E agreement). So, I'm not sure what the debate is about.

Regarding the discussion about Fidlar. I'm not sure the decision by Fidlar to withdraw from the contract has anything to do with generously accepting the financial burden of providing maintenance services. We invited them to accept payment for their services this year – multiple times. They declined. If you desire to know more, I can share other observations I have in a conversation. But I sincerely believe that the integration work with ILR by every service provider is EXTRA work, and they deserve to receive the offered compensation. It is NOT double dipping, as stated in the memo.

Not once have we criticized Fidar for their decision. We have accepted it and moved on. I agree with the statement in the memo that other counties are not affected by the Fidar decision. For all other counties and service providers, life goes on. And if Fidar approached us today to come back in, I would make it happen. We would simply expect that they treat ILR as any customer should be treated.

But I am concerned. If we don't have a contract, how do we hold anyone accountable for their services and for their actions. As I have shared with you, the ESS Committee and the Standards Subcommittee, going forward how will we communicate our service and technical expectations to the service provider? Beginning July 1, if there is a failure in the integration between ILR and a county, who should we contact? The county recorder? If there is no response to a support request, what should we do? When ILR updates its API and other specifications for security, technology, or other reasons how should we communicate the updates? How responsive should we expect the service provider to be? These questions are addressed in my May 22 email to the Standards Subcommittee. I will resend it to you.

I hope you found this review helpful. Let me know if you have any specific questions, and I would be happy to visit with you anytime.

pd

From: Siebrecht, Carolyn <Carolyn.Siebrecht@linncountyiowa.gov>
Sent: Monday, June 16, 2025 1:24 PM
To: Phil Dunshee <phil@cltris.com>
Subject: FW: Maintenance Fees

Phil, Can you please review the attached documentation for accuracy? CAROLYN SIEBRECHT Recorder LINN COUNTY RECORDER 935 2ND St. SW | Cedar Rapids, IA 52404
Direct Ph: 319-892-5429 | Fax: 319-892-5459

NkdkJdXPPEBannerStart

External Sender - From: ("Siebrecht, Carolyn"
<Carolyn.Siebrecht@linncountyiowa.gov>)

[Learn More](#)

This message came from outside your organization.

NkdkJdXPPEBannerEnd

Phil,

Can you please review the attached documentation for accuracy?

April 9, 2025

To: ESS Standards Subcommittee

From: Phil Dunshee, ILR Project Manager

Re: ESS Standards and "County Options"

Much of the policy discussion about ESS and Iowa Land Records in 2025 has revolved around two sets of ideas. I'll describe the two as the *ESS view* and the *alternative view*.

The *ESS view* represents the perspective of the recorders who advocated for and founded the Electronic Services System and Iowa Land Records. Since much of the policy was codified in Iowa law, it can also be described as the view of elected policy makers and the stakeholders who were involved at the time. This was generally in the period of 2002 through 2009.

It was believed that participating in ESS and ILR should be mandatory and statewide. Legislation was passed stating that every county shall participate. Being a member of the 28E government structure was required (even though participation in 28E organizations is usually voluntary). That's the way the law was adopted.

The recorder's leadership were believers in the adoption of standards, and they were strongly influenced through their participation in the national Property Records Industry Association. This seemed natural to them, because as an association they had recently adopted their own standards for indexing grantor/grantee names.

They were also believers in representative governance. If a majority of recorders, or a majority of their representatives, adopted a policy, then the expectation was that everyone should follow. That was their ethic.

The *alternative view* is that each elected official stands on their own and has the authority to do what they think is best for their county. They believe that there should be no obligation to conform to the will of the majority (unless it is in the Code of Iowa). They do not believe that they should be required to participate in a 28E organization, and they do not believe that they should be legally subject to any policy or standard adopted by a 28E organization. While there are many state requirements for the operation of counties in Chapter 331 of the Iowa Code, the sentiments expressed in these views could best be characterized by the title of that Chapter, "County Home Rule Implementation."

The *alternative view* challenges the following assumptions.

- There is high value in having a statewide system with consistent policy and practice
- The legislation requiring all counties to participate in ESS through a 28E agreement is OK, because county recorders have control of ESS policy
- It is appropriate for ESS to establish standards for Iowa Land Records operations
- It is appropriate for ESS to establish standards for county interactions with ILR
- It is legitimate for the ESS Standards Subcommittee and the ESS Coordinating Committee to establish policies for ESS and Iowa Counties
- ILR is the “recorders” system, and the priority should be to make it the best possible application for all

There are specific examples which illustrate the desire of some to not conform to ESS and ILR practices. These relate to electronic recording and recording stamps.

- A county wishes to use the electronic recording mechanism provided by the local county service provider rather than the ILR E-Submission service.
- A county wishes to apply a recording stamp using the mechanism provided by the local county service provider rather than the ILR E-Submission service

Both would require changes to the ILR electronic recording API, and one could undermine the primary revenue stream supporting ESS and ILR. These are not just hypothetical possibilities.

The legislature hasn’t finished their business quite yet this year, and we do not yet know the outcome of this discussion in the 2025 legislative session. But it is not too soon to be thinking about how to address these competing ideas.

Here are a few questions that may stimulate discussion.

- How do you feel about the ESS Policies and Procedures? Do you feel that they are reasonable and necessary or are they unreasonable and burdensome?
- Some recorders have expressed a desire to have “options”. As you think about your county and about the other recorders you may represent from the association district, what “options” are people seeking”? What flexibility do county recorders want to have?
- Some recorders have expressed a desire to enable a private sector electronic recording service in their county. E-Submission customers could choose to use that alternative system instead of Iowa Land Records. Is that something you would like to do? Are there counties in your district who would like to do that?
- On the continuum representing the *ESS View* and the *alternative view* on either end, where do you see yourself?

- How do you feel about your role in the ESS governance process? Are you comfortable as a representative of the recorders in your district? When you decide to make a policy recommendation to the ESS Coordinating Committee, do you have an awareness that it could affect every county in your district and in the entire state?
- What adjustments or changes would you suggest for the ESS Standards Subcommittee going forward?

April 9, 2025

To: ESS Standards Subcommittee

From: Phil Dunshee, ILR Project Manager

Re: Processes for Modifying ESS Applications

In calendar years 2018 and 2019, a substantial effort was made to create a new electronic recording interface for county recorders. The objective was to streamline and improve the application for the benefit of county recording functions. The updated application was fully implemented in March 2020. In calendar years 2020 and 2021, a similar effort was made to update the electronic recording submitter (customer) interface. And in calendar years 2021 and 2022, the electronic recording applications were modified again to improve the handling of document images so that the images were sharper and easier to read.

These initiatives and many other smaller enhancements were successful because of a great deal of planning, work and financial investment.

In recent years development efforts focused on creating a completely new search application for organizations and individuals along with a new user management and central authentication system. Administrative tools for managing the applications, and updated application programming interfaces for electronic recording and county uploads have been a priority.

As a statewide system which integrates with all 99 counties and multiple local land records management system, it is necessary for Iowa Land Records to determine the specifications and methods for exchanging data and implementing business processes. Resource limitations do not permit us to have a separate integration method or API for each local service provider or individual county.

I believe we go about this in the right way. The basic structure of the Iowa Land Records data schema does not frequently change. The application interfaces (APIs) are published well in advance for examination and testing by the local service providers. At least quarterly we provide an update and roadmap for the service providers. When warranted, Iowa Land Records makes changes and corrects errors identified by the service providers in the testing process.

Because there can only be one system – if we are going to have a statewide system – standards must be established, and they must be determined by ESS and the Iowa Land Records team. To be successful it is imperative that we have the support and endorsement of county recorders, the ESS Standards Subcommittee and the ESS Coordinating Committee.

In the ordinary course of business, it is natural for ESS and ILR to ask counties how the ILR E-Submission service could be improved or what could be done to make the electronic recording stamping process better or easier. We would bring those ideas to the ESS Standards Subcommittee for review and discussion. And then the options for planning, funding, development, testing and implementation would be considered.

As you think about your use of the Iowa Land Records system for searching and electronic recording, consider the following questions.

- What changes would you want to make?
- What E-Submission features should be changed to make the process easier and more efficient?
- What changes in the ILR Search application would make it easier to use and produce better search results?

Exhibit A: Scope of Work

Overview

The Electronic Services System (ESS) and systems governed and administered by ESS such as the Iowa Land Records web site and applications, is governed and managed under an intergovernmental 28E agreement established by Iowa counties. An ESS Coordinating Committee has the authority under Iowa law and the ESS 28E agreement to establish standards, policies, and requirements for the delivery of electronic services, and all member counties are required under the 28E agreement to comply with all policies established by ESS. The scope of these policies includes but is not limited to the following.

1. The format, attributes and organization of data and images of recorded documents in ESS and member systems
2. Business rules and requirements for the management and maintenance of data and images of recorded documents in ESS and member systems
3. Specifications and procedures for the transfer of data and images from local county systems to the Electronic Services system including Iowa Land Records
4. Specifications and procedures for the exchange of information and business processes associated with the electronic filing and recording of documents through ESS including the Iowa Land Records E-Submission service

Official policies relating to these subjects are published in the Electronic Services System Policies and Procedures, and all ESS policies relating to the operations of a County, Iowa Land Records, a Service Provider or Service Provider System are incorporated herein by reference.

Business Functions and Operations

ESS has established and published the Electronic Services System API (ESS API) which provides for the form and method of exchanging information between ESS and any Service Provider System. The specifications for the ESS API are further described in Exhibit B.

Business and government functions performed through the ESS API by a Service Provider and Service Provider System in service to a County include the following.

- A. The transfer of correctly formatted and mapped data and images associated with recently recorded documents to ESS and Iowa Land Records database application and image repository. Counties are required to transfer a Complete Recorded Document to ESS and Iowa Land Records not later than three business days after the time of recording. Service Provider shall provide a mechanism for

- automatically transferring records which fulfills the definition of a Complete Recorded Document to ESS and Iowa Land Records. Such transfers, subject to the approval of a county recorder, shall be set to occur no less frequently than each business day.
- B. The transfer of data associated with a Fully Indexed Recorded Document to the ESS and Iowa Land Records database application and image repository. Counties are required to transfer all recorded document information which is archived in an electronic format. The data associated with a Fully Indexed Recorded Document shall be correctly mapped to the published and parsed data elements (with correct attributes) and shall be transferred to ESS and Iowa Land Records no less frequently than each business day.
 - C. The transfer of data updates for a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. Data updates include but are not limited to the correction of typographical errors in party names, location or legal descriptions or other information, the addition of new information such as an associated document reference or redaction annotations. New, updated, or corrected data associated with a Fully Indexed Recorded Document shall be transferred to ESS and Iowa Land Records not later than one business day after the data is archived in County and the Service Provider System.
 - D. The transfer of corrected replacement images associated with a Completed Recorded Document or a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. The transfer or replacement of an image requires the advance approval of personnel designated by ESS and Iowa Land Records. A County is required to maintain a permanent, unaltered archive of a recorded document, and may replace an image only in defined and authorized conditions.
 - E. The retrieval of document images, or the annotation information or metadata associated with images which have been redacted to remove personally identifiable information from the ESS and Iowa Land Records Portal application. The ESS API provides a method which may be called by a Service Provider and Service Provider System to retrieve redacted documents and redaction information for use by the County and Service Provider System.
 - F. The retrieval of information about electronically submitted documents which have been approved by a county recorder for recording from the ESS and Iowa Land Records E-Submission Service, and the provision of an interface through the Service Provider System to assign a recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).
 - G. The return of the assigned recording number used by a County (instrument number and/or the book and page numbers), and the date and time of recording to ESS and the Iowa Land Records E-Submission Service through the ESS API. The information is used by ESS and Iowa Land Records to place a recording stamp on the document image.

- H. The retrieval of the stamped document image for archiving in the County and Service Provider System from the ESS and Iowa Land Records E-Submission service.
- I. The monitoring of response messages from the ESS and Iowa Land Records portal and the ESS and Iowa Land Records E-Submission Service
- J. The monitoring of response messages from the ESS and Iowa Land Records database application and image repository and the ESS and County Upload Service
- K. Corrective action with respect to any errors or issues which are identified in the response messages

The specifications for these operations are further described in the ESS API documentation and Exhibit B.

Service Provider ESS API Developments

Each Service Provider is responsible for developing and maintaining the necessary software and systems to facilitate the exchange of information between the County and Service Provider System and ESS and the Iowa Land Records system using the ESS API and the associated specifications and requirements published by ESS. Such software exists and is operational as the Term of this Agreement begins based on work performed in prior years. These Service Provider ESS API Developments by the Service Provider must be maintained to ensure that the exchange of information and the business functions described herein are performed successfully and timely. Therefore, an important element of this Maintenance and Support Agreement requires the Service Provider to maintain Service Provider ESS API Developments. As modifications are made by the Service Provider to the Service Provider System for any reason, Derivative Works may be required by the Service Provider to ensure that the exchange of information through the ESS API does not fail and continues without error or interruption.

As a part of the Maintenance and Support responsibilities, the Service Provider shall establish methods for maintaining and monitoring log files for the Service Provider ESS API Developments which may be used to diagnose and resolve any issues. All messaging between Service Provider System and Service Provider ESS API Developments and ESS applications through the ESS API shall be logged. All log files shall be maintained for a period of not less than thirty (30) calendar days. In the event that a processing error or failure occurs, Service Provider shall review the logs to identify to the source of the error or failure and to determine a resolution to the issue. When collaboration with ESS is necessary to resolve an issue, Service Provider shall provide to ESS with a copy of the relevant event log via e-mail or FTP.

The Scope of Work includes activities which may involve troubleshooting and corrective steps with respect to Service Provider System when the exchange of information does not work as required or expected. Errors and failures may either be reported through

ESS API messages or by ESS or Iowa Land Records Personnel. The ESS and ILR team members will work collaboratively with Service Providers to identify and resolve any issues which affect the operations of ESS and Iowa Land Records. However, it is the Service Provider's responsibility to make any necessary changes, corrections or updates to Service Provider ESS API Developments and its integration with the ESS API.

ESS and Iowa Land Records Updates

ESS and Iowa Land Records is committed to remaining current with generally accepted industry standards for land records, real estate information, electronic recording and related systems including notary services. Standards will be continuously developed, adopted, and published by the Electronic Services System - based on standards adopted and published by the Property Records Industry Association (PRIA), the Mortgage Industry Standards Maintenance Organization (MISMO), other recognized standards setting organizations, and by ESS governing boards and committees.

ESS and Iowa Land Records is also committed to the implementation of appropriate industry security systems and protocols, and the security requirements of partner organizations including but not limited to the State of Iowa and federal agencies such as the Internal Revenue Service.

ESS and Iowa Land Records will also continuously seek to improve its applications and software including the ESS API.

From time to time issues may arise which are of mutual interest to ESS and the Service Provider. The resolution of such issues may require an update to the ESS API or JSON/XML. Subject to the mutual agreement of ESS and the Service Provider, a change or update may be developed and implemented.

As a part of the Maintenance and Support responsibilities, when ESS makes a change or update, it is required that the Service Provider will make any necessary and corresponding updates to the Service Provider System, any Derivative Works, and Service Provider ESS API Developments. Such changes are to be included in the Scope of Work under the Terms of this Agreement.

ESS Update Processes

ESS will provide Service Provider notice of any planned changes or updates to the ESS API, or to the JSON/XML. Such notice will be provided not less than 90 days prior to implementation. Service Providers will generally be provided with information about planned changes as a part of ESS and ILR quarterly updates and meetings.

ESS will work in collaboration with Service Provider concerning the scheduling of any release to facilitate the coordination of the installation with other work being

performed by the Service Provider. ESS will answer service provider questions and accept reasonable requests for changes in the time frame for testing and implementation. ESS will also consider a reasonable request from a Service Provider for modifications to an update, provided that the changes can be implemented by ESS and any other Service Providers.

Prior to the release of any update or change to the ESS API or JSON/XML, ESS will install the update or change in a staging environment for the purposes of testing. Each Service Provider will be provided with appropriate credentials to access the staging environment, and ESS strongly encourages Service Provider to test any update during the notice period, and to communicate any concerns or issues to ESS personnel.

The Service Provider should provide ESS administrators with notification in writing (email is acceptable) when any testing is complete and when they are ready to proceed with implementation. At the conclusion of any published notice or testing period, if Service Provider has not expressed any concerns or issues, ESS will assume that Service Provider has accepted the update and is prepared to move forward with the implementation of the change or update.

Changes or updates which require synchronous installation shall be installed in a Service Provider County within five business days.

Changes or updates which do NOT require synchronous installation shall be installed in a Service Provider County within thirty business days.

ESS reserves the right to deviate from Update Processes described herein, and to require a change or update in the event that such an update is needed to address an unplanned and serious system failure or error.

Significant ESS Updates

If a planned change or update meets either of the following conditions, Service Provider may request supplemental compensation for such work subject to the mutual agreement of the Parties.

- a. a change or update planned by ESS will require significant and substantive development work far beyond what might be considered an incremental update or correction to a Service Provider System, any Derivative Works, and Service Provider ESS API Developments, and
- b. a planned change or update is not related to an ESS Business Function or Operation, the fulfillment of a new or updated standard, or current security standards as described herein

County Recorder Support

In addition to ensuring the operation of Service Provider ESS API Developments and the integration of the Service Provider System with ESS through the ESS API, the Service Provider shall serve as the primary point of contact and support for issues relating to the operation of the Service Provider ESS API Developments and the successful implementation of the Business Functions and Operations described herein. The key functions which may require support and maintenance services to county recorders are summarized as follows.

- The transfer of current and historical Fully Indexed Recorded Documents to ESS including any updates or corrections
- The transfer of document information updates to ESS
- The retrieval of redaction document information
- The retrieval of documents through the ESS E-Submission Service and associated functions including recording, indexing and archiving the documents received
- Correcting errors, and addressing issues related to Service Provider ESS API Developments with respect to communication and integration with the ESS API

Service Provider shall provide county recorders and ESS with a technical customer support contact which should include a support e-mail address and telephone number, and a customer support web site if available. Service provider shall also provide contact information for other roles including the following: general customer support, business and contract matters, billing, project management or system conversion managers.

Service Provider shall notify ESS administrators of all system issues or errors which may affect and require ESS investigation or action by submitting a report via email to support@clris.com. If the issue or error requires immediate attention, Service provider shall also notify a customer support contact at a telephone number specified by ESS.

Service Provider and ESS each agree to use best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective County Operating Hours, except for downtimes mutually agreed upon by ESS, the County and Service Provider, or downtimes arising from any disruption in Internet (ISP) services, or from causes beyond the control of the parties. Service Provider and ESS will each make every effort to schedule system downtime outside of County Operating Hours. However, in the event that either Party is required to schedule downtime during County Operating Hours, the Party scheduling the downtime will collaborate with the Counties and with the other Parties to notify administrators, users and system technicians for work planning purposes.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Business Functions and Operations and disruptions to information exchanges through the ESS API.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by a County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Service Provider shall, in collaboration with ESS and county recorders, seek to ensure the success of the ESS system.

In the event that the Service Provider is unable to resolve any issue affecting Business Functions and Operations, Service Provider shall immediately contact ESS at the specified telephone number or email address. The Service Provider shall provide both a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files shall be timely provided to ESS.

After receiving the pertinent information from the Service Provider, ESS personnel will review the information and assist as practicable. ESS shall contact Service Provider at a specified telephone number or email address. ESS shall provide to the best of their ability a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files will be timely provided to the Service Provider.

E-Recording Fees

It is the responsibility of the Service Provider to ensure that the correct recording fees and related information for an ILR E-Submitted document can be correctly inserted into the Service Provider System including any cashiering functions, whenever applicable.

County Recorder Support Exclusions

This Agreement does not apply to maintenance or support for the operation of the Service Provider System, e.g., local land record management system. Maintenance and support for the basic operation of Service Provider System shall be the responsibility of the Service Provider under the direction of an individual County or county recorder.

This Agreement does not apply to any training provided to a County, county recorder or their employees with respect to the interface between the Service Provider System, Derivative Works, or Service Provider ESS API Developments and the ESS systems. Training shall be the responsibility of the responsibility of the Service Provider under the direction of an individual County or county recorder.

This Agreement does not apply to activities relating to the parsing of names or legal (location) descriptions, or other necessary changes to the indexing data or other data associated with recorded documents. Such activities shall be the responsibility of an individual County or county recorder.

This Agreement does not apply to activities relating to the electronic indexing or image conversion of historical records. Such activities shall be the responsibility of an individual County or county recorder.

Upon the request of a county recorder, the Service Provider shall generally advise and assist with efforts to ensure access to sufficient bandwidth to transmit and receive Data and Images through the ESS API. However, each County will be responsible for acquiring any necessary hardware, software or Internet services or technical assistance services required to support communications between the County, Service Provider System and ESS systems.

Reports

Service Provider shall provide each Service Provider County with a method or tool for creating a report concerning the transfer of data and images to the ESS and Iowa Land Records database application and image repository during the previous business day. The reports should include the following information, when possible.

- Summary information about the number of Complete Recorded Documents and Fully Indexed Recorded Documents successfully transferred to ESS and Iowa Land Records during the previous business day.
- A table showing the document reference number and/or Book and Page associated with each document (or index update) successfully transferred to ESS and Iowa Land Records during the previous business day
- A table showing the document reference number and/or Book and Page associated with each document for which the transfer to ESS and Iowa Land Records failed during the previous business day, along with any error message returned by ESS and Iowa Land Records to the Service Provider system.
- If no records were transferred by a Service Provider County during the previous business day, the report should include a message similar to the following: "Alert – No records were transferred to ESS and Iowa Land Records during the previous business day. Please contact [service provider contact information] for assistance.

Service Provider agrees to work in collaboration with ESS to define and develop the reports described above.

Service Provider shall provide a periodic report via email (support@clris.com) which summarizes any notable activities or issues which have required an unusual level of support services during the previous period, and a summary of any issues communicated to the ESS development team.

Service Provider shall annually provide a report regarding each Service Provider County. (Exhibit C) The report shall include the following information.

- The name of the County
- The IP address used by the Service Provider to exchange County information with ESS and Iowa Land Records
- The Product Name of the Service Provider System, and any version number if applicable
- If the Service Provider System is hosted, the general location of the hosted system, or the hosting service, if applicable
- The names, addresses, e-mail addresses and phone numbers of appropriate personnel (or support systems) for business issues, billing, customer support and technical support.

Additional reports shall be provided to ESS upon request subject to the mutual agreement of the Parties.

Periodic Service Provider Meetings/Conference Calls

Service Provider shall to the best of their ability ensure that a representative will participate in ESS Service Provider conference calls. Conference calls will generally be scheduled quarterly or as needed.

When necessary, ESS may convene face-to-face meetings at mutually agreeable locations and times. ESS will reimburse participants for actual travel and lodging expenses. Compensation for professional time dedicated to the meeting may also be provided subject to mutual agreement. The terms of such reimbursement shall be specified by ESS at the time plans for any face-to-face meetings are announced.

ESS Quality Assurance Activities

From time to time ESS and Iowa Land Records will conduct a review of the data and images for an individual County to ensure the accuracy and completeness of the information transferred to ESS and Iowa Land Records. The Service Provider may be asked to assist with related activities as needed, such as the provision of simple reports which may be used for comparison. The extent and timing of such activities shall be subject to the mutual agreement of the Service Provider, the county recorder, and ESS and Iowa Land Records.

Service Provider System Conversions and Migrations

While Service Providers and Service Provider Systems must conform to the requirements of the ESS Policies and Procedures and the Terms and Conditions of this Agreement, it is the responsibility of the County to select the company or organization to serve as the land record management system vendor or Service Provider for the County. From time to time a County may choose to work with their Service Provider to implement a conversion from one product or version of a product to another, or a County may choose to implement a migration from one Service Provider System to another system offered by a different Service Provider.

In circumstances involving either a Conversion or a Migration, it is required that the Service Provider work in collaboration with ESS and other parties, including other Service Providers which provide land record management Service Provider Systems, to ensure that the Conversion or Migration is successful. Further, the Service Provider is required to communicate with ESS and to engage in any necessary development and testing to ensure that the Service Provider ESS API Developments conform to all ESS and Iowa Land Records Requirements and to validate that Service Provider System is correctly configured to successfully exchange information with ESS and Iowa Land Records. Activities required by the Service Provider to fulfill these requirements shall include the following.

1. When a County and a Service Provider reach an agreement to migrate from one Service Provider to another, or to convert from one product or product version to another product or product version, the Service Provider will notify and supply to ESS the planned time frame for implementation of the conversion or migration in a timely fashion. The planned time frame should include development, testing, implementation, and any anticipated times when County recording functions or communication/transmittal with ESS processes may be disrupted.
2. With respect to testing, Service Provider shall inform ESS and Iowa Land Records when active testing is underway. Using credentials provided to the Service Provider by ESS, the Service Provider shall use the ESS and Iowa Land Records staging environment to test and validate the exchange of information. Assuming that proper advance notice is provided as described in Section 3 herein, ESS personnel will assist with testing and data verification.
3. The Service Provider shall test the Business Functions and Operations described in Exhibit A. More specifically, Service Provider shall do the following.
 - a. Verify with ESS that they are connected to the correct staging web pages with the correct credentials and verify that the credentials are being used to access the staging environment from an identified and static IP address.

- b. Verify that data and images can be transferred to the staging environment without error.
- c. Verify that the County Data, specifically the document types, are mapped correctly to the ESS and Iowa Land Records approved PRIA document types. It is recommended that the Service Provider provide ESS and Iowa Land Records personnel with a complete mapping table for review and approval prior to active testing. All document types must be validated in testing.
- d. Verify that parsed name and legal or location description information is mapped to the correct ESS and Iowa Land Records JSON/XML data elements with the correct attributes.
- e. Verify that all other County Data, including but not limited to associated references, consideration amounts, instrument dates, parcel identification numbers (if present), and image annotations and redaction annotations (relating to the presence or location of personally identifiable information (PII) in a document), are mapped to the correct ESS and Iowa Land Records JSON/XML data elements with the correct attributes.
- f. Verify that certain information is NOT transferred to ESS and Iowa Land Records including vital records and military status information.
- g. Verify the implementation of a Conversion or Migration will retain the existing ESS and Iowa Land Records ILR Unique Code Value for previously recorded documents. Modifying the Unique Code Value for any archived document is prohibited. Changes in the format of Code values for day-forward recorded documents shall be timely communicated to ESS and Iowa Land Records personnel. A Service Provider may, subject to the approval of ESS, request consideration for assigning new Unique Code values to existing documents, provided that the Service Provider can demonstrate the capacity to provide a one-to-one mapping for every document showing the current Unique Code value and the proposed new Unique Code value. In a form and time specified by ESS, the Service Provider is required to provide a mapping table so that it may be used to correctly modify the values in the ESS and Iowa Land Records System.
- h. Verify that transfer processes to ESS and Iowa Land Records may be set to occur programmatically (without Recorder intervention) daily when a document has a status of Complete Recorded Document. Processes for manually sending data and image updates to ILR shall also be tested and verified. Note, updated or replacement images may not be transferred except with the advanced approval of designated ESS personnel.
- i. Verify that the County and the Service Provider System is able to programmatically check for redacted document information from ESS and Iowa Land Records and verify the operation of methods for retrieving either redacted images or the redaction coordinates.

- j. Communicate any other unique issues or circumstances with designated ESS and Iowa Land Records personnel. For example, communicate whether the Service Provider System requires a TIF image format, a single page, or a multipage format.
 - k. Verify that the image formats have the correct compression type and conform with other format requirements, i.e., the following image compression formats are prohibited: LZW, Old Style JPEG, JPEG, JBIG, Packbits or other formats which do not conform to the specified Group 3 or Group 4 options.
 - l. Verify the methods for checking for ILR E-Submission documents with a status of "Ready For Download".
 - m. Verify the methods (and timing) of downloading data and images for e-filed documents.
 - n. Verify the methods for assigning recording reference numbers and recording dates and times to downloaded e-filed documents and returning the required information to ILR.
 - o. Verify the methods for retrieving stamped or re-stamped document images from ILR E-Submission are verified, as is the method for archiving the document in a County.
 - p. Verify that a document downloaded and archived from the ILR E-Submission service will then be transferred to the ILR Portal when the document achieves a status of Complete Recorded Document or Fully Indexed Recorded Document.
4. Upon the completion of testing and verification, ESS and Iowa Land Records will timely provide the Service Provider with a written notice of acceptance.

Exhibit B: Specifications and Performance Standards

ESS requires that all Service Providers integrate with ESS and the Iowa Land Records system through the ESS API (web services). The Service Provider System and any Derivative works must communicate with ESS through the ESS API. The ESS API provides a means for presenting raw functions to interact with data and processes at ESS and Iowa Land Records. Unlike the legacy client model (known as the LCM), the ESS API does not manage the scheduling and timing of web service calls; calling the web service methods in the correct order; logging; data validation; error handling and reporting; and the marshalling and unmarshalling of XML or JSON. These functions must be performed by the Service Provider ESS API Developments created by the Service Provider.

In summary, the Service Provider ESS API Developments created and maintained by the Service Provider must manage and coordinate the following functions.

- The scheduling and timing of web service method calls
- The sequence of web service methods to ensure that processes are executed in the correct order
- Logging
- Data Validation
- Error handling and reporting
- Marshalling and Unmarshalling of XML or JSON

ESS will provide Service Provider with the necessary credentials and settings to access the ESS API and make any necessary web service calls.

ESS API Web Service Specifications

The ESS API documents are intended to be living documents that will be updated periodically by ESS and Iowa Land Records technical staff in order to relay current requirements to consumers of ILR Web Services. Notice of changes to these documents will be provided to Service Providers as changes are made, subject to the ESS Update Processes described in Appendix A. The ESS API for the ILR E-Submission service and ILR County Upload service can be found at the following locations:

CUAPI - <https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

CESAPI - <https://staging.iowalandrecords.org/esubmission/services/county/swagger-ui/index.html>

Notices of Discontinuance - LCM

Support for the LCM Client for E-Submission will be discontinued effective **September 30, 2023**. Service Providers who currently utilize the LCM for E-Submission activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the E-Submission Rest API (CESAPI).

Support for the LCM Client for County Upload Functions will be discontinued effective **September 30, 2024**. Service Providers who currently utilize the LCM for County Upload activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the County Upload Rest API (CUAPI).

Notices of Discontinuance – SOAP API

Support for the current ILR E-Submission Client API will be discontinued effective **June 30, 2024**. Service Providers who currently utilize the ILR E-Submission Client API should, as soon as possible, proceed with Service Provider ESS API Developments for E-Submission functions conforming to the requirements of the E-Submission Rest API (CESAPI).

ESS has nearly completed development of the new County Upload REST API and it will soon be available for testing. Support for the current ILR County Upload Client API will be discontinued effective **September 30, 2024**. Service Providers who currently utilize the ILR County Upload Client API should, as soon as possible, proceed with Service Provider ESS API Developments for County Upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

ESS is available to assist Service Providers with testing and implementation. Service Providers are encouraged to schedule time proactively with advance notice to the ILR development team for technical assistance and testing.

JSON

In order to simplify the handling and exchange of data through the County Upload Rest API (CUAPI), ESS is adopting JSON (JavaScript Object Notation). It provides a lightweight data-interchange format that all service providers should be able to use. When and if a standard is adopted, service providers should expect that ESS will move toward the adoption of a published standard.

Service Provider ESS API Developments – Processes

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart. Business Functions and Operations described in Exhibit A and which are to be fulfilled by processes incorporated within Service Provider ESS API Developments include the following.

ESS and Iowa Land Records County Upload and E-Submission Processes

- The transfer of information relating to recorded documents in electronic format to the ESS and Iowa Land Records portal using the specified ESS API and JSON.

This process will track the UniqueCountyRequestID for each message and automatically schedule the corresponding status process until all submitted messages have received a final disposition status.

- The notification to the county recorder that an electronically submitted document is ready for review in the ESS and Iowa Land Records E-Submission service. This process returns a status message indicating whether groups exist in the 'Ready for Recorder' state.
- The downloading of 'Recorder Approved' submissions from the ESS and Iowa Land Records E-Submission service. This process also downloads re-stamped documents.
- The process of sending newly assigned indexing information to the ILR E-Submission server in order to affix a recording stamp to the first page.
- The downloading of 'Stamped' submissions from the ESS and Iowa Land Records E-Submission service. This process downloads the image of recorded and stamped documents.

Note: For messaging in the ILR E-Submission service, the sequence of a download shall be based on the sequence id in the submission.

E-Submission Stamp Correction Process

In certain circumstances it is possible that an electronically recorded document may be stamped incorrectly. Recorders may correct this error with a new stamped image created by providing the corrected stamp data points through the ESS and Iowa Land Records E-Submission user interface. This error correction process is only available after a group has been previously and successfully recorded. A corrected document image is made available to the original submitter, and it is made available to the County and the Service Provider System for download through the ESS API.

The Service Provider System may either programmatically monitor the ESS API for images with corrected recording stamps, or manually call the ESS API, and retrieve and archive the corrected image in the County and Service Provider System. The format of the available image will be the TIFF version as specified by the County and the Service Provider.

Scheduling Available Processes

The Service Provider is responsible for the timely processing of all messaging transactions. In order to facilitate the timely processing of related messaging, Service Provider ESS API Developments shall include methods for programmatically scheduling all messaging processes.

Web Service Call Limitations

Web services calls to the ESS API may be subject to limitations in order to prevent abuse from excessive or unnecessary demands on resources for the ESS API or for Service Provider ESS API Developments. Web service calls are counted per endpoint key and IP address. When using the default endpoint URL, the limit is one call per thirty (30) second interval. When the limit is exceeded, the API will return an error.

Data Validation

ESS and Iowa Land Records have established various policies and standards relating to the organization and formatting of data (see ESS Policies and Procedures). These policies govern a number of topics including but not limited to the indexing of grantor/grantee names, the parsing of name information, the parsing of legal or location description information, and the mapping of certain information maintained by a County through a Service Provider System to the format specified by ESS such as document types.

As a part of the Maintenance and Support responsibilities, the Service Provider shall validate that the data exchanged with ESS and the Iowa Land Records system as well as the JSON container for the data conform to these policies. At a minimum, any data, including embedded data such as document images, shall conform to this requirement. The Service Provider is also encouraged to work with client Counties to ensure that the data maintained in the Service Provider System also conform with these policies.

Monitoring ESS API response messages

The Service Provider is responsible for monitoring all response messages returned from the ESS API. In addition to the normal messages associated with the execution and completion of the Business Functions and Operations described herein, the Service Provider shall actively monitor all error and failure messages. The receipt of an error or failure message shall trigger an alert to a Service Provider technical account or user so that remediation and mitigation steps can be timely implemented. Whenever necessary, the Service Provider shall make necessary changes and updates to Service Provider ESS API Developments in order prevent the reoccurrence of any error or failure. If issues are identified which indicate that the source of an error or failure is the ESS API, the Service Provider shall immediately submit a support request to support@clris.com or by calling 1-888.790.2246.

Generally, the Service Providers should use existing tools and processes to monitor information transfers and to diagnose the reason for failed uploads. Monitoring should be timely, and extended periods of failed information transfers should not occur. Status checks are being run shortly after the upload process occurs (within minutes). Similarly, after a fix is implemented, service providers should be able to confirm resolution through the API by invoking the “archiveStatus” function to verify it returns a Posted status.

The current ESS API provides an “archiveStatus” function that returns the status of an upload provided it reached the ILR web service interface – either Received, Posted, or Failed. If “Failed” is returned, additional messages are returned within the response.

For more information about web service functions, see “*County Upload and E-Submission Web Service Timing*” in the Other Specifications and Technical Requirements section.

Operation of Service Provider ESS API Developments

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart.

XML

Until Service Provider API Developments are migrated to CESAPI (County E-Submission) and CUAPI (County Upload), all Messaging between a County, Service Provider System and Service Provider ESS API Developments, and the ESS Iowa Land Records applications must be valid XML documents according to published DTD or Schema specifications. During the transition period it is required that Service Provider ESS API Developments be capable of processing all valid XML files associated with Service Provider responsibilities in a County (processing and archiving data and/or images).

The current specification for XML messages and the contained PRIA_DOCUMENT content (including embedded files) can be accessed via the following DTD’s:

PRIA Document

http://iowalandrecords.org/portal/dtd/ESS_PRIA_DOCUMENT.dtd

PRIA Request

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Request.dtd

PRIA Response

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Response.dtd

Programming Language

Service providers may use a programming language of their choice to handle the integration. However, the choice of technology should take into consideration the stability and durability of the language. For purposes of managing ongoing maintenance and support functions, solutions utilizing languages not in the mainstream should be avoided. Current implementations utilize .Net, Java, and Powerbuilder. Service providers should advise of any current programming tools in use. ESS is not responsible for

providing service providers sample integration code but may do so as a courtesy to the Service Provider.

Testing

As noted in Exhibit A, ESS provides a staging environment for the Service Provider for developing and testing their integration code. ILR encourages use of this functionality and will provide a reasonable amount of test data for the service provider to use. Service Providers shall communicate with ESS personnel about testing activities including the time of testing, the functions being tested, the sample county credentials being used for testing (if applicable), and the public IP address of the devices being used in the testing process. Service providers who are known to be actively testing will be notified of any staging environment down time.

The locations of the ESS and Iowa Land Records staging services are:

ESS and Iowa Land Records E-Submission WSDL:

<https://staging.iowalandrecords.org/esubmission/services/ESubmissionClientService?wsdl>

ESS and Iowa Land Records E-Submission service:

<https://staging.iowalandrecords.org/esubmission/services/ESubmissionClientService>

ESS and Iowa Land Records E-Submission site:

<https://staging.iowalandrecords.org/esubmission/>

ESS and Iowa Land Records Portal WSDL:

<https://staging.iowalandrecords.org/xmlservice/services/PortalClientService?wsdl>

ESS and Iowa Land Records Portal service:

<https://staging.iowalandrecords.org/xmlservice/services/PortalClientService>

ESS and Iowa Land Records Portal site:

<https://staging.iowalandrecords.org/portal>

Before moving to production, Service Providers will be given a list of processes to test and will be required to demonstrate that their client systems function as specified by the ESS API documents. If the validation process is not successful, development work will continue until the requirements are met. If this validation process is successful, arrangements will be made between ILR staff and the Service Provider to promote the integration code to production.

Other Specifications and Technical Requirements

There are a number of other specifications and technical requirements, in addition to the specifications and requirements relating to the exchange of information between a County, a Service Provider System, Service Provider ESS API Developments and ESS applications through the ESS API. These other specifications and requirements are described below.

_Code Values

A Unique Code Value is a reference value assigned to a document by a County, county recorder or Service Provider which uniquely identifies each document within a County and which associates indexed document information with an archived image of the document or instrument. Every document archived by a County in a Service Provider system, whether locally or in a hosted environment, must have a permanently assigned unique code value. The purpose of this code value is to assure that every document can be uniquely identified and distinguished from all other documents in a county regardless of year.

For counties that elect to use services from different indexing and imaging providers, the Service Providers shall jointly be responsible for accurate and consistent assignment of <PRIA_DOCUMENT Code=""...> Values. The "Code" value is used to link index and image information for the ESS Search application. Without matching "Code" values for a given County's unique document, the image information will not be displayed.

ESS Policies and Procedures require that unique code value for each document be permanently assigned and remain unchanged even if there is a change in Service Provider. See Section 3.7(9) of the ESS Policies and Procedures. "In the event that a County changes the indexing or imaging service, as applicable, the County and the new service provider shall retain any previously assigned Unique Code Value for each document and any Unique Code Value for associated documents."

While not a requirement, ESS encourages Counties and Service Providers to use the following unique code value convention for documents which are recorded in the future: a character string with the following elements: county number, year of recording, and the document reference number assigned to each document in the County and Service Provider System.

County Upload and E-Submission Web Service Timing

In order to ensure the availability of ESS system resources for county recorders, Service Providers and registered users, the following timing requirements apply to the frequency of calls Portal and E-Submission web service communications.

E-Submission Web Service (CESAPI)

Typical business hours for county recorders fall within the range of 6:00 AM CST to 6:00 PM CST. Web service calls to the ESS and Iowa Land Records E-Submission service should, in most circumstances, occur within this time frame. E-Submission documents should not be processed outside of those hours.

Calls to the ESS and Iowa Land Records E-Submission service shall conform to the following frequency guidelines:

findReadyForRecorder - Maximum frequency of calls: once every two minutes.

findReadyForDownload - Maximum frequency of calls: once every two minutes.

downloadDoc - Maximum frequency of calls: as needed based on the results of findReadyForDownload.

submitStampInfo - Maximum frequency of calls: as needed based on the number of E-submission documents that have been downloaded via downloadDoc

County Upload Web Service (CUAPI)

Frequency requirements for web service calls to the ESS and Iowa Land Records Search application (County Upload) are applicable 24/7/365. Calls to the ESS and Iowa Land Records Portal shall conform to the following frequency guidelines:

archive - Maximum frequency of calls: as often as deemed necessary by the county to archive documents; Minimum frequency of calls: once per business day to archive documents. Newly archived documents are transferred for redaction services each night. It is recommended that all recently recorded documents be archived to the ESS and Iowa Land Records portal no later than 11:00 PM each weeknight to ensure timely redaction processing.

archiveStatus - Maximum frequency of calls: as needed based on the number of archives processed, and prior status checks

sendAudit - Maximum frequency of calls: as needed based on the county policy to transmit document audits.

auditStatus - Maximum frequency of calls: as needed based on the number of audit records processed, and prior status checks.

findRedactionReady - Maximum frequency of calls: once per hour.

downloadDoc - Maximum frequency of calls: as needed based on the results of findRedactionReady.

auditDocument - Maximum frequency of calls: at the Service Providers discretion. However, ESS and Iowa Land Records reserves the right to require Service Provider to alter the request schedule if it is determined that frequency is impacting system performance or if repeated excessive auditing occurs. For example, there is no need to audit the entire county inventory of documents every day or even every week.

Imaging

ESS has established the Adobe PDF format as the standard for document imaging for the display of images at iowalandrecords.org. However, images received from and delivered to local county systems shall be in TIFF format compatible with local imaging systems.

ESS and Iowa Land Records Search Application

The images submitted for inclusion in the Iowa Land Records (ESS) database are to be provided in valid TIFF format by the Service Provider. The Service Provider shall also ensure that the TIFF images provided to the Iowa Land Records (ESS) system are properly oriented for reading and shall assist county recorders with efforts to properly orient document images when they are initially scanned and archived in local document image systems. TIFF images may be provided as single or multi-page format consistent with the manner in which documents are archived for local systems. The TIFF images submitted must be the original un-redacted versions.

All embedded files transferred to the ESS and Iowa Land Records Portal must be B64 or UU encoded, and otherwise conform to the specifications published in the ESS API. Images shall not be transferred as Packed Bits, LZW, OJPEG formats. If Service Provider efforts to convert images to supported formats are unsuccessful, ESS will attempt to assist if possible.

TIFF Image Format

It is the responsibility of the Service Provider to notify ESS and Iowa Land Records of the specific TIFF format (single or multi-page) applicable to each of the Service Providers Counties, including any variances in TIFF format by date range. Images to Counties and Service Provider Systems will be in TIFF format compatible with local imaging systems.

In the event that a county transitions to a different local Service Provider for land record management services, it is the responsibility of the new Service Provider to notify ESS and Iowa Land Records of any activities affecting the TIFF format for documents which were recorded and archived prior to the conversion to a new system and new Service Provider. See the section titled "Service Provider System Conversions and Migrations."

E-Submission Images

The embedded file(s) in all submissions downloaded from the ILR E-Submission service will be in TIFF format. The format will conform to the format requested by the county.

Recording Information for E-Submission Documents

When a document submitted through the ESS and Iowa Land Records E-Submission service is recorded, the Service Provider shall update the following data points, when applicable, in the JSON document and return them to the ESS and Iowa Land Records ILR E-Submission service through the ESS API.

Book and Page
Instrument Number
Number
Page Range
Recording Date and Time
Unique Document ID

TLS

Service Provider shall ensure that the integration and communications with ESS and Iowa Land Records systems will conform to TLS 1.2 or above. TLS 1.0 is no longer permitted. This requirement includes automated messaging between systems.

Recording Date and Time

All recording date information transferred to ESS and Iowa Land Records shall include the following: yyyyMMdd:HH:mm:ss:SSS. This is assuming that the Service Provider Counties have entered the above information in their files. It is the County's responsibility to correctly enter the complete information for transmittal. The Service Provider System shall provide the ability to do so. This requirement applies to all documents recorded on or after July 1, 2013. No updates are required for documents recorded or transferred to ILR prior to July 1, 2013.

Contract Terms and Conditions

Amendment Number 1

This first amendment to the Maintenance and Support Agreement (Agreement) made and effective as of July 1, 2023, by and between the Electronic Services System (ESS) and (Solutions, Inc., HLG, a company organized under the laws of the State of Iowa (Service Provider or Solutions HLG). The parties agree to amend the Agreement, as provided in Section 3 to modify requirements for integration and communications with ILR systems.

1. ESS API Web Service Specifications. Exhibit B is amended by modifying the ESS API Web Service Specifications section to adjust certain deadlines relating to the County E-Submission Application Programming Interface (CESAPI) and the County Upload Application Programming Interface (CUAPI).

ESS API Web Service Specifications

The ESS API documents are intended to be living documents that will be updated periodically by ESS and Iowa Land Records technical staff in order to relay current requirements to consumers of ILR Web Services. Notice of changes to these documents will be provided to Service Providers as changes are made, subject to the ESS Update Processes described in Appendix A. The ESS API for the ILR E-Submission service and ILR County Upload service can be found at the following locations:

CUAPI - <https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

CESAPI - <https://staging.iowalandrecords.org/esubmission/services/county/swagger-ui/index.html>

Notices of Discontinuance - LCM

Support for the LCM Client for E-Submission will be ~~is~~ discontinued effective ~~September 30, 2023~~ June 30, 2024. ~~Service Providers who currently utilize the LCM for E-Submission activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the E-Submission Rest API (CESAPI).~~

Support for the LCM Client for County Upload Functions will be discontinued effective ~~September 30, 2024~~ March 31, 2025. Service Providers who currently utilize the LCM for County Upload activities shall prepare Service Provider ESS API Developments for E-Submission county upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

Notices of Discontinuance – SOAP API

Support for the current ILR E-Submission Client API will be ~~is~~ discontinued effective June 30, 2024. ~~Service Providers who currently utilize the ILR E-Submission Client API should, as soon as possible, proceed with Service Provider ESS API Developments for E-Submission functions conforming to the requirements of the E-Submission Rest API (CESAPI).~~

ESS has ~~nearly completed development of the~~ developed a new County Upload REST API and it ~~will soon be~~ is available for testing. Support for the current ILR County Upload Client API will be discontinued effective ~~September 30, 2024~~ March 31, 2025. Service Providers who currently utilize the ILR County Upload Client API should, as soon as possible, proceed with Service

Provider ESS API Developments for County Upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

ESS is available to assist Service Providers with testing and implementation. Service Providers are encouraged to schedule time proactively with advance notice to the ILR development team for technical assistance and testing.

Service Provider agrees to complete integrations with the CESAPI and CUAPI, and to conform to these deadlines and requirements.

JSON

In order to simplify the handling and exchange of data through the County Upload Rest API (CUAPI), ESS is adopting JSON (JavaScript Object Notation). It provides a lightweight data-interchange format that all service providers should be able to use. When and if a standard is adopted, service providers should expect that ESS will move toward the adoption of a published standard.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment to the Agreement and have caused their duly authorized representatives to execute this Amendment to the Agreement.

Electronic Services System

Service Provider

By: *Phil Dunshee*

By: *Robert Dugan*

Name: Phil Dunshee

Name: Robert Dugan

Title: Project Manager

Title: HLG VP Operations
Solutions Inc.
2311 West 18th Street
Spencer, IA 51301

Date: July 1, 2024

Date: 7-8-2024

Contract Terms and Conditions

Amendment Number 2

This second amendment to the Maintenance and Support Agreement (Agreement) made and effective as of July 1, 2023, by and between the Electronic Services System (ESS) and Solutions, Inc., HLG (Service Provider or Solutions HLG). The parties agree to amend the Agreement, as provided in Section 3 to modify the compensation amount, the Term, and the requirements for integration and communications with ILR systems.

1. Compensation. Section 4. Compensation is amended by striking the section and inserting in lieu thereof the following.

Section 4. Compensation.

In consideration of Service Provider providing ESS and Service Provider Counties with the Deliverables, Developments, Service Provider ESS API Developments and Documentation as specified in Exhibits A, B and C, subject to all terms and conditions, Service Provider shall be entitled to receive fees as stated herein. It is expressly understood and agreed that in no event will the standard fees or compensation to be paid hereunder exceed the sum of \$1,614.35 per Service Provider County for a one half-year Term as specified in Section 5.

The Service Provider Counties for the one half-year Term shall be jointly identified by ESS and the Service Provider for the period. The identification of Service Provider Counties shall be completed as soon as practicable, not later than the first business day of June, 2025.

If the Term of the Agreement is extended for the additional calendar year as provided in Section 5, the annual compensation per Service Provider County in calendar year 2026 will be the amount of \$3,228.70 plus a percentage amount as determined by the cost-of-living adjustment (COLA) published in October, 2025 by the Social Security Administration, not to exceed 3.5 percent. See: <https://www.ssa.gov/oact/cola/colasummary.html>

Except as otherwise amended by the Electronic Services System (ESS) through approved change vehicles, ESS shall not be required to pay any additional fees, expenses, costs, charges, or other amounts in connection with the Deliverables, Developments, Service Provider ESS API Developments, and Documentation to be provided hereunder other than as expressly stated herein.

2. Term. Section 5. Term is amended by striking the section and inserting in lieu thereof the following.

Section 5. Term

The extension of this agreement is one-half year; July 1, 2025, through December 31, 2025.

The term of this agreement shall be extended further for the period of January 1, 2026, through December 31, 2026.

The term of this Agreement may be extended for subsequent calendar year periods subject to the mutual written agreement of the parties

Notwithstanding anything in this Agreement to the contrary, ESS shall have the right to terminate this Agreement without penalty and without any advance notice if there is a change in Iowa law or if the Electronic Services System 28E agreement is modified in a manner which, in the sole opinion of ESS, results in funds which are insufficient to allow ESS to meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement.

3. ESS API Web Service Specifications. Exhibit B is amended by modifying the ESS API Web Service Specifications section to adjust certain deadlines relating to the County E-Submission Application Programming Interface (CESAPI) and the County Upload Application Programming Interface (CUAPI).

ESS API Web Service Specifications

The ESS API documents are intended to be living documents that will be updated periodically by ESS and Iowa Land Records technical staff in order to relay current requirements to consumers of ILR Web Services. Notice of changes to these documents will be provided to Service Providers as changes are made, subject to the ESS Update Processes described in Appendix A. The ESS API for the ILR E-Submission service and ILR County Upload service can be found at the following locations:

CUAPI - <https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

CESAPI - <https://staging.iowalandrecords.org/esubmission/services/county/swagger-ui/index.html>

Notices of Discontinuance - LCM

Support for the LCM Client for E-Submission was ~~is~~ discontinued effective June 30, 2024.

Support for the LCM Client for County Upload Functions will be discontinued effective ~~March 31, 2025~~ December 31, 2025. Service Providers who currently utilize the LCM for County Upload activities shall prepare Service Provider ESS API Developments for county upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

Notices of Discontinuance – SOAP API

Support for the current ILR E-Submission Client API ~~is~~ discontinued effective June 30, 2024 ~~2025~~.

ESS has developed a new County Upload REST API ~~and it is available for testing~~. Support for the current ILR County Upload Client API will be discontinued effective ~~March 31, 2025~~ March 31, 2026. Service Providers who currently utilize the ILR County Upload Client API should, as soon as possible, proceed with Service Provider ESS API Developments for County Upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

ESS is available to assist Service Providers with testing and implementation. Service Providers are encouraged to schedule time proactively with advance notice to the ILR development team for technical assistance and testing.

Service Provider agrees to complete integrations with the CESAPI and CUAPI, and to conform to these deadlines and requirements.

JSON

In order to simplify the handling and exchange of data through the County Upload Rest API (CUAPI), ESS is adopting JSON (JavaScript Object Notation). It provides a lightweight data-

interchange format that all service providers should be able to use. When and if a standard is adopted, service providers should expect that ESS will move toward the adoption of a published standard.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment to the Agreement and have caused their duly authorized representatives to execute this Amendment to the Agreement.

Electronic Services System

Service Provider

By: 

Name: Phil Dunshee

Title: Project Manager

Date: July 1, 2025

By: 
Ruth Niermeyer (Mar 28, 2025 13:41 EDT)

Name: Ruth Niermeyer

Title: Executive Vice President
Solutions/Harris Local Government
2311 West 18th Street
Spencer, IA 51301
niermeyer@harriscomputer.com

Date: 28/03/25

COPY

Chapter 2 Policy and Procedures Data and Information Standards

Chapter 2 of the Electronic Services System (ESS) Policies and Procedures is amended to update provisions relating to the exchange of data and information between counties and County Land Record Management Systems and the Electronic Services System.

1. Section 2.1, Definitions, is amended by striking the section and inserting in lieu thereof the following.

ESS – 2.1 Definitions.

(Iowa Code Section 331.604, 3(a))

As used in this Chapter:

“Application Programming Interface” or “API” means a set of rules or protocols that enables software applications to communicate with each other to exchange data, features and functionality.

“County Land Record Management System” or “Local Land Record Management System” or “LLRMS” means the physical or hosted system maintained or licensed by each county for recording documents, assigning reference numbers, specifying recording times, maintaining the database and index of records, and archiving physical and electronic documents for providing recording services pursuant to subchapter V, part 3, of chapter 331 and section 558.49.

“Electronic services system” means the organization formed under a chapter 28E agreement to provide electronic and other services to counties and other public agencies. See: 2005 Iowa Acts, ch. 179, §101, as amended by 2021 Iowa Acts, ch. 126, §2. The Electronic services system provides a statewide electronic system to accept, manage, and make records filed with a county recorder available online, and to facilitate electronic recording.

2. Section 2.2, Authority and Purpose, is amended to read as follows.

ESS – 2.2 Authority and Purpose.

(Iowa Code Section 331.604, 3(a))

2.2 (1) The Electronic Services System (ESS) is required to ~~facilitate implement~~ electronic recording in each county, and to maintain a statewide internet website to provide electronic access to records and information. In order to provide the required services and functions it is necessary to establish data and information standards and other technical requirements including an application programming interface (API). ~~These~~ The API, standards and technical requirements provide a common basis which serves to normalize and make consistent a wide variety of information from different counties and different third-party County Land Record Management Systems (indexing and imaging systems), and helps ensure that citizens and customers receive high quality and consistent services through the ESS applications and websites ~~county land record information systems.~~

3. Sections 2.3, 2.4 and 2.5 are amended by striking the sections and inserting in lieu thereof the following new section.

NEW SECTION 2.3 ESS and LLRMS Scope and Specifications

2.3(1) The Electronic Services System shall publish and maintain a description of the mutual responsibilities of the Electronic Services System and the County Land Record Management Systems to be known as the ESS and LLRMS Scope and Specifications (Scope and Specifications). The Scope and Specifications shall include the descriptions for the following items.

- a. The business functions and workflow for ESS and the LLRMS with respect to the exchange of information between the respective systems.
- b. The county functions to be supported by ESS and the LLRMS
- c. The API, its structure, schema and required and expected data elements
- d. Reporting and communication activities
- e. LLRMS system conversion and migration activities
- f. Links to the ESS API specifications
- g. Notices of API version support and discontinuance, as applicable
- h. ESS and LLRMS Upload and E-Submission Processes
- i. ESS and LLRMS data validation and response message processes
- j. ESS and LLRMS testing protocols
- k. Unique document code values
- l. Timing parameters for web service calls
- m. ESS and LLRMS image formatting
- n. ESS and LLRMS security protocols
- o. Other business or technical topics as needed.

2.3(2) Counties who are members of the Electronic Service System 28E agreement and their respective LLRMS service providers are required to fulfill the business functions and technical specifications described in the ESS and LLRMS Scope and Specifications. The ESS and LLRMS Scope and Specifications shall be incorporated by reference in any maintenance or support agreement between ESS and an LLRMS service provider.

The ESS and LLRMS Scope and Specifications shall also apply to any county which is not a member of the Electronic Services System 28E agreement, or to any LLRMS service provider which is not a party to an ESS maintenance agreement. Compliance with the ESS and LLRMS Scope and Specifications is required for participation in the ESS E-Submission service, the ESS county upload and land record search service, or any other ESS application or service.

If an LLRMS service provider is not a party to an ESS maintenance agreement, then the county shall provide evidence to ESS indicating that the LLRMS service provider has made a written commitment to the county that they will comply with the LLRMS Scope and Specifications published by the Electronic Services System.

2.3(3) The ESS and LLRMS Scope and Specifications published by the Electronic Services System will change and evolve over time. It is recognized that changes in standards may affect individual Counties, County Recorders and the Local Land Record Management Systems

employed or used by them. To the extent practicable, the Electronic Services System shall provide advance notice to Counties, County Recorders and Local Land Record Management Systems concerning pending or future modifications to published standards.

1.5(11) Point of Sale Credit/Debit Payment System (POS). The Electronic Services System has established a Point of Sale Credit/Debit Payment System to facilitate credit, debit, mobile and digital wallet payments for services provided at authorized locations including but not limited to organizations which are members of the Electronic Services System (ESS). Participation in the POS system is subject to the following standards and guidelines.

- a. An authorized location shall agree to the Terms and Conditions and other business requirements established by the Electronic Services System and the designated merchant payment service provider.

- b. An authorized location shall agree to the application of a Surcharge to each transaction amount, as specified in Section 1.5(3). The authorized location shall display information about the Surcharge at the point of sale to inform customers about the amount of the Surcharge and its purpose. ESS shall provide text or standard information about the Surcharge to each authorized location.
- c. An authorized location shall accept all forms of POS payments and shall follow the operational instructions provided by ESS and the designated merchant payment service provider.
- d. An authorized location may void a transaction which occurs during a business day, but not later than 5:30 PM Central Time.
- e. An authorized location shall not issue a refund through the POS system. Refunds shall only be made to customers through payment methods available to the location such as a check or cash. A refund made by a location shall exclude the Surcharge amount. In the event that an authorized location issues a refund through the POS system, the location shall reimburse ESS for the amount of the refund. ESS shall monthly issue an invoice to a location for the reimbursement amount. There shall be a \$25.00 handling fee for each monthly invoice submitted to a location.
- f. An authorized location shall ensure that the credit/debit card surcharge is applied to every point of sale transaction, including but not limited to the procedures for bypassing the entry of a personal identification number (PIN) for debit cards. In the event that an authorized location fails to apply the credit/debit card surcharge to a transaction, the location shall reimburse ESS for the amount of the credit/debit card surcharge. ESS shall issue an invoice to the location for the reimbursement amount. There shall be a \$25.00 handling fee for each monthly invoice submitted to a location.
- g. A location may accept payment through a charge card, gift card, or other card which does not permit the application of a surcharge for any reason. However, when a location accepts payment through a charge card, gift card, or other card which does not permit the application of a surcharge, the amount of the surcharge shall be manually added to the transaction amount by the location. When necessary, a location shall either back out of the transaction, or if completed, void a transaction, and then manually re-enter the total transaction amount including the surcharge.

If a location accepts payment through a charge card, gift card, or other card which does not permit the application of a surcharge, and the

location fails to manually add the surcharge to the transaction amount, then the surcharge amount shall be deducted from the transaction amount when funds for the transaction are distributed to the location. A location shall not be reimbursed for the balance of a transaction by ESS.

- h. Certain point of sale devices may require the installation of supplemental software or an “add-in” application. If such software or application is required for a device, ESS shall issue an invoice to the location for the actual cost of the software or application. The frequency of invoices shall be determined by the mutual agreement of ESS and the location, but the frequency shall be no more than monthly.

Section 1.5 (11) revised 8.8.19 – Effective 9.1.19

1 *a.* Providing electronic filing services for recording
2 documents and instruments.

3 *b.* Providing shielding services to protect qualified
4 individuals as defined in section 331.606A, subsection 1.

5 *c.* Providing integration with other appropriate relational
6 property information systems.

7 *d.* Providing a system capable of notifying a user of
8 transactional activity associated with the user's property,
9 name, or other public services.

10 *e.* Receiving authorized payments for services provided.

11 2. The governing board of the electronic services system
12 shall not collect a fee for viewing, accessing, or printing
13 documents in a county land record information system unless
14 specifically authorized by statute. The governing board may
15 collect a reasonable fee for using the system to process
16 electronic documents for recording. Fees collected for the
17 processing of electronic documents for recording may be used
18 for the purposes specified in subsection 1.

19 3. The electronic services system's chapter 28E agreement
20 may be amended by a vote of the boards of supervisors on behalf
21 of the respective county recorders pursuant to the terms of the
22 agreement.

23 4. The governing board of the electronic services system
24 is authorized to charge three dollars to submitters for an
25 electronic document submitted directly through the electronic
26 services system electronic submission service system.

27 5. The governing board of the electronic services system
28 shall not enter into an agreement to provide access to
29 electronic documents or records on a batch basis.

30 6. The electronic services system shall maintain an
31 alternative application programming interface that shall
32 enable a county to access an electronic document through the
33 electronic services system electronic submission service
34 system in a manner that will permit the county recorder to
35 review, decline, accept, and record a document through the

1 county land record management system. The county recorder
2 shall return any required recording data and document images,
3 or information about the reason for declining a document
4 or changing a recording fee or exemption to the submission
5 service, through the electronic services system application
6 programming interface. Use of the interface will be at no cost
7 to the county, the county land record management system, or the
8 electronic services system.

9 7. Any county is authorized to withdraw from the chapter 28E
10 agreement with the electronic services system unconditionally
11 at any time, subject to the approval of the county board of
12 supervisors. A county that withdraws from the chapter 28E
13 agreement shall allow for the flow of electronic documents from
14 the electronic services system as described in subsection 6.

15 8. The electronic services system is a unit of local
16 government for purposes of chapter 670, relating to tort
17 liability of governmental subdivisions.

18 Sec. 7. Section 331.606, subsections 1 and 2, Code 2025, are
19 amended to read as follows:

20 1. In addition to other requirements specified by law, the
21 recorder shall note in the county system the date of filing of
22 each instrument, the number ~~and character~~, the type or title of
23 the instrument, and the name of each grantor and grantee named
24 in the instrument. ~~In numbering the~~ When assigning reference
25 numbers to documents or instruments, the recorder ~~may~~ shall
26 start with the number one ~~immediately following the date of~~
27 ~~annual settlement with the board and continue to number them~~
28 ~~consecutively until the next annual settlement with the board~~
29 ~~or the recorder may start with number one on the first working~~
30 ~~day of the calendar year and continue to number the instruments~~
31 consecutively on the first working day of the calendar year and
32 continue to number the instruments consecutively until the last
33 working day of the calendar year.

34 2. The recorder shall also note in the index the exact
35 time of the ~~filing~~ recording of each document or instrument.

House File 1031 - Reprinted

HOUSE FILE 1031

BY COMMITTEE ON WAYS AND MEANS

(SUCCESSOR TO HF 328)

(As Amended and Passed by the House April 22, 2025)

A BILL FOR

1 An Act relating to county recorder fees and land record
2 information systems management.

3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 331.601A, subsections 3 and 7, Code 2025,
2 are amended to read as follows:

3 3. *“Electronic document”* means a document or instrument
4 that is received, processed, disseminated, or maintained
5 in an electronic format. The submission of an electronic
6 document ~~through the county land record information system~~
7 ~~electronic submission service~~ shall be equivalent to delivery
8 of a document through the United States postal service or
9 by personal delivery at designated offices in each county.
10 Persons who submit electronic documents for recording are
11 responsible for ensuring that the electronic documents comply
12 with all requirements for recording.

13 7. *“Page”* means a writing, printing, or drawing, other than
14 a plat or survey or a drawing related to a plat or survey,
15 occurring on one side only and covering all or part of such
16 side, and not larger than eight and one-half inches in width
17 and fourteen inches in length. *“Page” also includes a plat*
18 *of survey, as defined in section 355.1, subsection 9, or a*
19 *drawing related to a plat of survey occurring on one side only*
20 *and covering all or part of such side, with a width of not*
21 *larger than twenty-four inches and a length of not larger than*
22 *thirty-six inches.*

23 Sec. 2. Section 331.601A, Code 2025, is amended by adding
24 the following new subsections:

25 NEW SUBSECTION. 01. *“Additional parcel identifier”* means a
26 parcel letter or number designation approved by the auditor in
27 accordance with section 354.4, subsection 1, paragraph “a”, and
28 section 558.63.

29 NEW SUBSECTION. 1A. *“County land record management system”*
30 means the physical or hosted system maintained or licensed
31 by each county for recording documents, assigning reference
32 numbers, specifying recording times, maintaining the database
33 and index of records, and archiving physical and electronic
34 documents providing recording services pursuant to subchapter
35 V, part 3, of this chapter and section 558.49.

1 NEW SUBSECTION. 3A. "*Electronic services system*" means the
2 organization formed under a chapter 28E agreement to provide
3 electronic and other services to counties and other public
4 agencies.

5 NEW SUBSECTION. 7A. "*Parcel identification number*" means an
6 existing permanent real estate index number with related tax
7 maps as provided in section 441.29, subsection 2.

8 NEW SUBSECTION. 8A. "*Statewide search website platform*
9 *or provider*" means the platform or provider approved by the
10 electronic services system to provide a statewide search
11 website for the purpose of viewing county public land records.

12 Sec. 3. Section 331.603, subsection 5, paragraph a, Code
13 2025, is amended to read as follows:

14 a. The governing board of the ~~county land record information~~
15 electronic services system statewide land record search website
16 platform or provider shall not enter into an agreement to
17 provide access to electronic documents or records on a batch
18 basis. The county recorder may collect reasonable fees for
19 access to electronic documents and records pursuant to an
20 agreement. The fees shall not exceed the actual cost of
21 providing access to the electronic documents and records.
22 "*Actual cost*" means only those expenses directly attributable to
23 providing access to electronic documents and records. "*Actual*
24 *cost*" shall not include costs such as employment benefits,
25 depreciation, maintenance, electricity, or insurance associated
26 with the administration of the office of the county recorder or
27 the ~~county land record information~~ electronic services system
28 statewide land record search website platform or provider.

29 Sec. 4. Section 331.603, Code 2025, is amended by adding the
30 following new subsection:

31 NEW SUBSECTION. 6. The electronic services system shall
32 issue a request for proposals in 2030, and then every five
33 years thereafter, for the purpose of exploring alternative
34 platforms and service providers for the statewide land record
35 search website in accordance with the following:

1 a. The affirmative vote of at least sixty percent of the
2 counties participating in the chapter 28E agreement with the
3 electronic services system shall be obtained in order to
4 approve a change in the statewide search website platform or
5 provider.

6 b. The affirmative vote of at least eighty percent of
7 the counties participating in the chapter 28E agreement with
8 the electronic services system shall be obtained in order to
9 approve foregoing the request for proposals process.

10 c. Upon the affirmative vote of at least eighty percent of
11 the counties participating in the chapter 28E agreement with
12 the electronic services system, the electronic services system
13 shall issue a request for proposals prior to the date that
14 would otherwise be required by this subsection.

15 Sec. 5. Section 331.604, Code 2025, is amended to read as
16 follows:

17 **331.604 Recording and filing fees.**

18 1. Except as otherwise provided by state law, subsection
19 4 ~~6~~, or [section 331.605](#), the recorder shall collect a fee of
20 ~~five~~ ten dollars for each page or fraction of a page of an
21 instrument ~~which~~ that is filed or recorded in the recorder's
22 office. ~~If a page or fraction of a page contains more than~~
23 ~~one transaction, the recorder shall collect the fee for each~~
24 ~~transaction~~ The maximum recording fee for documents with
25 twenty-five or more pages is two hundred fifty dollars.

26 2. a. ~~The recorder shall also collect a fee of one dollar~~
27 ~~for each recorded transaction for which a fee is paid pursuant~~
28 ~~to [subsection 1](#) to be used exclusively for the purpose of~~
29 ~~preserving and maintaining public records~~ From the total fee
30 for the recording of a document or instrument, two dollars
31 shall be deposited in a recorder's technology advancement
32 fund created pursuant to this subsection. The treasurer, on
33 behalf of the recorder, shall establish and maintain a ~~county~~
34 ~~recorder's records management~~ technology advancement fund into
35 which all moneys collected pursuant to [this subsection](#) shall

1 be deposited. Interest earned on moneys deposited in the fund
2 shall be credited to the ~~county recorder's records management~~
3 technology advancement fund. ~~The recorder shall use the moneys~~
4 ~~deposited in the fund to produce and maintain public records~~
5 ~~that meet archival standards, and to enhance the technological~~
6 ~~storage, retrieval, and transmission capabilities related~~
7 ~~to archival quality records.~~ The recorder may cooperate
8 collaborate with other entities, boards, and agencies to
9 ~~establish methods of records management, and participate~~
10 ~~in other joint ventures which further the purposes of this~~
11 subsection advance the use of technology for the delivery
12 of services consistent with standards established for those
13 services.

14 b. Fees collected pursuant to **this subsection** shall be used
15 to accomplish the following purposes:

16 (1) ~~Preserve and maintain public records~~ Maintaining and
17 improving equipment, software, and systems associated with
18 recording and other duties administered by the office of the
19 county recorder.

20 (2) ~~Assist counties in reducing record preservation costs~~
21 Preserving and maintaining physical and electronic documents
22 and instruments archived by the county recorder.

23 (3) ~~Encourage and foster maximum access to public records~~
24 ~~maintained by county recorders at locations throughout the~~
25 ~~state~~ Converting physical documents to electronic documents
26 and providing that those documents are indexed as required
27 in sections 331.606 and 558.49. When converting physical
28 documents to electronic documents, if it is not feasible to
29 conform to standards for digitizing and indexing the documents
30 separately, then moneys may be used to digitize the records.

31 (4) ~~Establish plans for anticipated and possible future~~
32 ~~needs, including the handling and preservation of vital~~
33 ~~statistics~~ Participating in education and training for the
34 purpose of advancing technology and improving the services
35 provided by the office of the county recorder.

1 c. The recorder shall make available any information
2 required by the county or state auditor concerning the
3 fees collected under this subsection 2 for the purposes of
4 determining the amount of fees collected and the uses for which
5 such fees are expended.

6 3. The treasurer, on behalf of the recorder, shall establish
7 and maintain a recorder's electronic services system fund into
8 which all moneys collected pursuant to subsection 4 shall be
9 deposited. Interest earned on moneys deposited in the fund
10 shall be credited to the recorder's electronic services system
11 fund.

12 4. a. From the total fee paid for the recording of a
13 document or instrument pursuant to subsection 1, for those
14 counties within the electronic services system bound by the
15 chapter 28E agreement, three dollars shall be transferred to
16 the recorder's electronic services system fund. The recorder's
17 electronic services system fund must be used for the purposes
18 outlined in section 331.605B, subsection 1.

19 b. By the first day of each month, the treasurer shall
20 transfer the moneys deposited into the recorder's electronic
21 services system fund to an account in a financial institution
22 designated by the electronic services system.

23 5. a. ~~Each county shall participate in the county land~~
24 ~~record information system and shall comply with the policies~~
25 ~~and procedures established by the governing board of the~~
26 ~~county land record information system~~ upload data and images
27 of recorded documents to the statewide search website. The
28 statewide search website platform or provider must allow for
29 uploading from each county's recording software provider or
30 link to a county's own search, if applicable.

31 b. ~~(1) The recorder shall also collect a fee of one dollar~~
32 ~~for each recorded transaction, regardless of the number of~~
33 ~~pages, for which a fee is paid pursuant to [subsection 1 A](#)~~
34 recorder not participating in the chapter 28E agreement with
35 the electronic services system shall deposit into the county

1 recorder's electronic transaction fund established in paragraph
2 "c" one dollar per document filed or recorded in the recorder's
3 office to be used for the following purposes:

4 ~~(a) Establishing and implementing standards for recording,~~
5 ~~processing, and archiving electronic documents and records.~~

6 ~~(b) Maintaining the purpose of maintaining a statewide~~
7 ~~internet site and the county land record information system~~
8 ~~dedicated to preserving and maintaining a statewide public~~
9 ~~record search.~~

10 ~~(c) Integrating information contained in documents and~~
11 ~~records maintained by the recorder and other land record~~
12 ~~information from other sources with the county land record~~
13 ~~information system.~~

14 ~~(d) Implementing and maintaining a process for redacting~~
15 ~~personally identifiable information contained in electronic~~
16 ~~documents that are displayed for public access through an~~
17 ~~internet site or that are transferred to another person.~~

18 ~~(2) The fee collected by the recorder under this subsection~~
19 ~~for recording a plat of survey is one dollar, regardless of the~~
20 ~~number of pages. For purposes of this subparagraph, "plat of~~
21 ~~survey" means the same as defined in section 355.1, subsection~~
22 ~~9.~~

23 ~~(3) Fees collected in excess of the amount needed for the~~
24 ~~purposes specified in [this subsection](#) shall be used by the~~
25 ~~county land record information system to reduce or eliminate~~
26 ~~service fees for electronic submission of documents and~~
27 ~~instruments.~~

28 *c.* The county treasurer, on behalf of the recorder,
29 shall establish and maintain a county recorder's electronic
30 transaction fund into which all moneys collected pursuant to
31 paragraph "b" shall be deposited. Interest earned on moneys
32 deposited in this fund shall be computed based on the average
33 monthly balance in the fund and shall be credited to the county
34 recorder's electronic transaction fund.

35 ~~*d.* The local government electronic transaction fund is~~

~~1 established in the office of the treasurer of state under the
2 control of the treasurer of state. Moneys deposited into the
3 fund are not subject to [section 8.33](#). Notwithstanding section
4 [12C.7](#), interest or earnings on moneys in the local government
5 electronic transaction fund shall be credited to the fund.
6 Moneys in the local government electronic transaction fund
7 are not subject to transfer, appropriation, or reversion to
8 any other fund, or any other use except as provided in this
9 subsection. On a monthly basis, the county treasurer shall
10 pay the fees deposited into the county recorder's electronic
11 transaction fund to the treasurer of state for deposit into
12 the local government electronic transaction fund. Moneys
13 credited to the local government electronic transaction fund
14 are appropriated to the treasurer of state for the payment
15 of claims approved by the governing board of the county land
16 record information system. Except as otherwise provided in
17 this subsection, expenditures from the county recorder's
18 electronic transaction fund shall be for the purpose of
19 planning and implementing electronic recording and electronic
20 transactions in each county, developing county and statewide
21 internet sites to provide electronic access to records and
22 information, and to pay paying the ongoing costs of integrating
23 and maintaining the statewide internet site dedicated to
24 preserving and maintaining a statewide public record search.~~

~~25 e. The recorder shall make available any information
26 required by the county auditor or auditor of state concerning
27 the fees collected under [this subsection](#) for the purposes of
28 determining the amount of fees collected and the uses for which
29 such fees are expended.~~

~~30 f. The county land record information system agreement may
31 be amended by a vote of the boards of supervisors on behalf
32 of the respective county recorders, pursuant to the terms of
33 the agreement, to provide for the ongoing implementation of
34 the county land record information system. As used in this
35 paragraph, "county land record information system agreement"~~

1 ~~means the agreement entered under chapter 28E between the~~
2 ~~counties as required by 2005 Iowa Acts, ch. 179, §101, as~~
3 ~~amended by 2021 Iowa Acts, ch. 126.~~

4 ~~g. (1) Upon request by a peace officer, as defined in~~
5 ~~section 801.4, civilian employee of a law enforcement agency,~~
6 ~~or state or federal judicial officer or state or federal~~
7 ~~prosecutor, the county assessor or the county assessor's staff,~~
8 ~~or the county recorder or the county recorder's staff, shall~~
9 ~~redact the requestor's name contained in electronic documents~~
10 ~~that are displayed for public access through an internet site.~~

11 ~~(2) Upon request by a former peace officer, as defined~~
12 ~~in section 801.4, or a former civilian employee of a law~~
13 ~~enforcement agency, the county assessor or the county~~
14 ~~assessor's staff, or the county recorder or the county~~
15 ~~recorder's staff, may redact, upon the presentation of evidence~~
16 ~~that a compelling safety interest is served by doing so, the~~
17 ~~requestor's name contained in electronic documents that are~~
18 ~~displayed for public access through an internet site.~~

19 ~~(3) This paragraph does not apply to a requestor holding or~~
20 ~~seeking public office.~~

21 ~~(4) The county assessor and the county recorder shall~~
22 ~~implement and maintain a process to facilitate requests~~
23 ~~pursuant to this paragraph.~~

24 ~~(5) A fee shall not be charged for the administration of~~
25 ~~this paragraph.~~

26 ~~4. 6.~~ A county shall not be required to pay a fee to the
27 recorder for filing or recording instruments. However, a
28 county treasurer is required to pay recording fees pursuant to
29 sections 437A.11 and 437B.7.

30 Sec. 6. Section 331.605B, Code 2025, is amended by striking
31 the section and inserting in lieu thereof the following:

32 **331.605B Electronic services system.**

33 1. The electronic services system shall develop, operate,
34 and maintain a county land record information system under a
35 chapter 28E agreement for the following purposes:

1 *a.* Providing electronic filing services for recording
2 documents and instruments.

3 *b.* Providing shielding services to protect qualified
4 individuals as defined in section 331.606A, subsection 1.

5 *c.* Providing integration with other appropriate relational
6 property information systems.

7 *d.* Providing a system capable of notifying a user of
8 transactional activity associated with the user's property,
9 name, or other public services.

10 *e.* Receiving authorized payments for services provided.

11 2. The governing board of the electronic services system
12 shall not collect a fee for viewing, accessing, or printing
13 documents in a county land record information system unless
14 specifically authorized by statute. The governing board may
15 collect a reasonable fee for using the system to process
16 electronic documents for recording. Fees collected for the
17 processing of electronic documents for recording may be used
18 for the purposes specified in subsection 1.

19 3. The electronic services system's chapter 28E agreement
20 may be amended by a vote of the boards of supervisors on behalf
21 of the respective county recorders pursuant to the terms of the
22 agreement.

23 4. The governing board of the electronic services system
24 is authorized to charge three dollars to submitters for an
25 electronic document submitted directly through the electronic
26 services system electronic submission service system.

27 5. The governing board of the electronic services system
28 shall not enter into an agreement to provide access to
29 electronic documents or records on a batch basis.

30 6. The electronic services system shall maintain an
31 alternative application programming interface that shall
32 enable a county to access an electronic document through the
33 electronic services system electronic submission service
34 system in a manner that will permit the county recorder to
35 review, decline, accept, and record a document through the

1 county land record management system. The county recorder
2 shall return any required recording data and document images,
3 or information about the reason for declining a document
4 or changing a recording fee or exemption to the submission
5 service, through the electronic services system application
6 programming interface. Use of the interface will be at no cost
7 to the county, the county land record management system, or the
8 electronic services system.

9 7. Any county is authorized to withdraw from the chapter 28E
10 agreement with the electronic services system unconditionally
11 at any time, subject to the approval of the county board of
12 supervisors. A county that withdraws from the chapter 28E
13 agreement shall allow for the flow of electronic documents from
14 the electronic services system as described in subsection 6.

15 8. The electronic services system is a unit of local
16 government for purposes of chapter 670, relating to tort
17 liability of governmental subdivisions.

18 Sec. 7. Section 331.606, subsections 1 and 2, Code 2025, are
19 amended to read as follows:

20 1. In addition to other requirements specified by law, the
21 recorder shall note in the county system the date of filing of
22 each instrument, the number ~~and character~~, the type or title of
23 the instrument, and the name of each grantor and grantee named
24 in the instrument. ~~In numbering the~~ When assigning reference
25 numbers to documents or instruments, the recorder ~~may~~ shall
26 start with the number one ~~immediately following the date of~~
27 ~~annual settlement with the board and continue to number them~~
28 ~~consecutively until the next annual settlement with the board~~
29 ~~or the recorder may start with number one on the first working~~
30 ~~day of the calendar year and continue to number the instruments~~
31 consecutively on the first working day of the calendar year and
32 continue to number the instruments consecutively until the last
33 working day of the calendar year.

34 2. The recorder shall also note in the index the exact
35 time of the ~~filing~~ recording of each document or instrument.

1 Associated recording references, if on the document, shall be
2 indexed with the recorded document. A parcel identification
3 number shall be referenced if on the document and shall not be
4 modified unless the modification is necessary to correct an
5 error.

6 Sec. 8. Section 331.606A, subsection 1, Code 2025, is
7 amended by adding the following new paragraphs:

8 NEW PARAGRAPH. 0a. "*Eligible professional*" means any of the
9 following:

10 (1) A participating attorney, abstractor, closer, or
11 associated personnel authorized to provide services on behalf
12 of Iowa title guaranty.

13 (2) An attorney licensed to practice in Iowa.

14 (3) A representative of a financial institution as defined
15 in section 527.2.

16 (4) A representative of an insurer or an insurance support
17 organization.

18 (5) A representative of a commercial entity using personal
19 information to do any of the following:

20 (a) Prevent, detect, protect against, or respond to
21 security incidents, identity theft, fraud, harassment,
22 malicious or deceptive activities, or any other illegal
23 activity.

24 (b) Preserve the integrity or security of a county land
25 record management system.

26 (c) Investigate, report, or assist in the prosecution of a
27 person responsible for an action or circumstance described in
28 subparagraph division (a) or (b).

29 NEW PARAGRAPH. 00a. "*Information shielding*" means
30 restricting access to a document or information associated with
31 a qualified individual that is posted through a public internet
32 site.

33 NEW PARAGRAPH. 0c. (1) "*Qualified individual*" means any
34 of the following:

35 (a) A peace officer as defined in section 801.4, civilian

1 employee of a law enforcement agency, or state or federal
2 judicial officer or state or federal prosecutor, or a spouse or
3 child of such a person.

4 (b) A former peace officer, as defined in section 801.4,
5 or a former civilian employee of a law enforcement agency who
6 presents evidence of a compelling safety interest, or a spouse
7 or child of such a person.

8 (c) A victim of domestic abuse, domestic abuse assault,
9 sexual abuse, assault, stalking, or human trafficking as
10 evidenced by the filing of a petition pursuant to section 236.3
11 or a criminal complaint or information pursuant to section
12 708.1, 708.2A, 708.11, or 710A.2, or any violation contained
13 in chapter 709.

14 (d) A program participant as defined in section 9E.2.

15 (2) Notwithstanding the meanings described in subparagraph
16 (1), subparagraph division (a), a person holding or seeking
17 public office is not a qualified individual.

18 Sec. 9. Section 331.606A, subsections 3 and 4, Code 2025,
19 are amended to read as follows:

20 3. *Redaction of personally identifiable information from*
21 *electronic documents.* Personally identifiable information
22 that is contained in electronic documents that are displayed
23 for public access on an internet site, or ~~which~~ that are
24 transferred to any person, shall be redacted prior to
25 displaying or transferring the documents. Each recorder that
26 displays electronic documents and the ~~county land record~~
27 ~~information system~~ statewide search website that displays
28 electronic documents on behalf of a county shall implement
29 a system for redacting personally identifiable information.
30 The recorder ~~and the governing board of the county land~~
31 ~~record information system~~ shall establish a procedure by
32 which individuals may request that personally identifiable
33 information contained in an electronic document displayed on
34 an internet site be redacted, at no fee to the requesting
35 individual. ~~The requirements of this subsection shall be fully~~

1 ~~implemented not later than December 31, 2011.~~

2 4. *Dissemination of documents.* Persons who have contracted
3 with a county recorder ~~or the governing board of the~~
4 ~~county land record information system~~ to redact personally
5 identifiable information from electronic documents pursuant to
6 subsection 3 shall not sell, transfer, or otherwise disseminate
7 the electronic documents in an unaltered or redacted form,
8 except as provided for in the contract.

9 Sec. 10. Section 331.606A, subsection 7, Code 2025, is
10 amended by striking the subsection and inserting in lieu
11 thereof the following:

12 7. *Information shielding of documents.*

13 a. Upon request by a qualified individual, the county
14 assessor or the county assessor's staff, or the county recorder
15 or the county recorder's staff, shall implement an information
16 shielding process to restrict public access to electronic
17 documents or internet pages that contain information about
18 the qualified individual. The county assessor and the county
19 recorder shall implement a process without charging a fee to
20 facilitate requests pursuant to this subsection.

21 b. Information shielding processes shall include provisions
22 that would permit eligible professionals to access shielded
23 information. Access to shielded information may also be
24 granted to other professionals with the written permission of
25 the qualified individual. Eligible professionals and others
26 who are granted access to shielded information must agree to
27 maintain the confidentiality of the qualified individual.
28 Upon request, the county recorder shall provide access to the
29 shielded information electronically. An eligible professional
30 shall be authorized to disclose any shielded information
31 when such disclosure is necessary to advance a legitimate
32 business purpose including but not limited to the provision of
33 services related to a real estate transaction. A fee shall
34 not be charged to an eligible professional requesting shielded
35 information.

1 Sec. 11. Section 331.606B, Code 2025, is amended to read as
2 follows:

3 **331.606B Document or document formatting standards.**

4 1. ~~Except as otherwise provided in subsection 7, the county~~
5 ~~recorder shall refuse any document or instrument presented~~
6 ~~for recording~~ To ensure that recorded documents are legible
7 and contain all required information in order to facilitate a
8 permanent record that can be properly archived and indexed, a
9 recorder may decline to record a document or instrument that
10 does not meet the following requirements:

11 a. Each document or instrument shall consist of one or more
12 individual pages ~~not permanently bound or~~ in a continuous form.
13 ~~The~~ For purposes of this paragraph, "continuous form" means
14 individual one-sided pages. A physical document or instrument
15 presented for recording shall not be permanently bound, have
16 any attachment stapled, taped or otherwise affixed to any page
17 except as necessary to comply with statutory requirements, and
18 must contain text or graphics on only one side. However, the
19 The individual pages of a physical document or instrument may
20 be ~~stapled~~ clipped together for presentation for recording.
21 A physical document or instrument containing a label that
22 is firmly attached with a bar code or return address may be
23 accepted for recording.

24 b. All ~~preprinted text shall~~ must be legible and the font
25 at least eight ten point in size and no more than twenty
26 characters and spaces per inch, except that the font may be
27 eight point in size if the document is a plat or survey. All
28 ~~other text typed or computer generated, including but not~~
29 ~~limited to all names of parties to an agreement, shall be at~~
30 ~~least ten point in size and no more than sixteen characters~~
31 ~~and spaces per inch. If a document or instrument, other than~~
32 ~~a plat or survey or a drawing related to a plat or survey,~~
33 ~~presented for recording contains type smaller than eight point~~
34 ~~type for the preprinted text and ten point type for all other~~
35 ~~text, the document or instrument shall be accompanied by an~~

1 ~~exact typewritten or printed copy that meets the requirements~~
2 ~~of this section.~~

3 c. Each document shall be of sufficient legibility to
4 produce a clear reproduction. ~~If a A document or instrument,~~
5 ~~other than a plat or survey or a drawing related to a plat or~~
6 ~~survey, that is not fully or partially sufficiently legible to~~
7 ~~produce a clear reproduction, the document or instrument shall~~
8 ~~be accompanied by an exact typewritten or printed copy that~~
9 ~~meets the type size requirements of paragraph "b" and shall~~
10 ~~a legible copy of the full or partial page, which shall be~~
11 ~~recorded contemporaneously as additional pages of the document~~
12 ~~or instrument.~~

13 d. ~~Each A physical document or instrument, other than a plat~~
14 ~~or survey or a drawing related to a plat or survey, shall must~~
15 ~~be on standard white paper of not less than twenty-pound weight~~
16 ~~without watermarks or other visible inclusions markings. All~~
17 ~~text within the document or instrument shall be of sufficient~~
18 ~~color and clarity to ensure that the text is readable when~~
19 ~~reproduced from the record.~~

20 e. All signatures on a document or instrument shall be in
21 black or dark blue ink and ~~of sufficient color and clarity to~~
22 ~~ensure that the signatures are readable discernible when the~~
23 ~~document or instrument is reproduced from the record. The~~
24 ~~corresponding name shall must be typed, printed, or stamped~~
25 ~~beneath the original signature. The typing or printing of a~~
26 ~~name or the application of an embossed or inked stamp shall~~
27 ~~not cover or otherwise materially interfere with any part~~
28 ~~of the document or instrument except where when provided by~~
29 ~~law. Failure to print or type signatures as provided in this~~
30 ~~paragraph does not invalidate the document or instrument.~~

31 f. The first page of each document or instrument, other than
32 a plat or survey or a drawing related to a plat or survey, shall
33 have a top margin of at least ~~three inches of vertical space~~
34 ~~from left to right which shall be reserved one-half of one~~
35 ~~inch. If the document or instrument does not include a cover~~

1 page, then there must be a blank rectangular space with the
2 dimensions of three and three-fourths inches in width and two
3 and one-half inches in height adjacent to the top margin on the
4 first page and designated for the recorder's use. All other
5 margins on the document or instrument shall be a minimum of
6 three-fourths of one inch. Nonessential information including
7 but not limited to form numbers, page numbers, or customer
8 notations may be placed in a margin except the top margin. The
9 recorder shall not incur any liability for not showing a seal
10 or information that extends beyond the margin of the permanent
11 archival record.

12 *g.* ~~Each~~ A document or instrument presented for recording
13 ~~shall meet the requirements of section 331.606A, subsection 2~~
14 not include personally identifiable information unless redacted
15 in accordance with section 331.606A, subsection 3.

16 2. Each document or instrument, other than a plat or survey
17 or a drawing related to a plat or survey, that is presented for
18 recording shall contain the following information on the first
19 page below the three-inch margin or on a cover page:

20 *a.* The name, address, and either the telephone number or
21 email address of the individual who prepared the document, or
22 the contact information for an individual who is familiar with
23 the document or instrument and is able to address questions
24 from the recorder's office.

25 *b.* For any instrument of conveyance, the name of the
26 taxpayer and a complete mailing address.

27 *c.* A return address.

28 *d.* The type or title of the document or instrument.

29 *e.* All grantors' names.

30 *f.* All grantees' names.

31 *g.* Any address required by statute.

32 *h.* The legal description of the property and parcel
33 identification number, if required.

34 *i.* ~~A document or instrument number for statutory~~
35 requirements Associated recording references, if applicable.

1 3. A cover page meeting the requirements of subsection
2 1 may be included with the document or instrument and shall
3 be recorded contemporaneously as an additional page of the
4 document or instrument. If insufficient space exists on
5 the first page or the cover page for all of the information
6 described in subsection 2, the person presenting the document
7 for recording must identify on the first page or the cover page
8 a page reference of for the document or instrument where the
9 required information is located shall be noted on the first
10 page can be located.

11 ~~4. a. Each document or certificate prepared by a licensed~~
12 ~~professional land surveyor and presented for recording,~~
13 ~~including a plat of survey or a drawing related to a plat~~
14 ~~of survey, shall contain an index legend. However, this~~
15 ~~requirement shall not apply to a United States public land~~
16 ~~survey corner certificate described in [section 355.11](#).~~

17 ~~b. Each document or certificate prepared by a licensed~~
18 ~~professional land surveyor and presented for recording,~~
19 ~~including a plat of survey or a drawing related to a plat~~
20 ~~of survey, shall include a blank rectangular space three and~~
21 ~~three-fourth inches in width and two and one-half inches in~~
22 ~~height reserved and delineated for the county recorder's use,~~
23 ~~unless the document is attached to a cover sheet approved by~~
24 ~~the governing board of the county land record information~~
25 ~~system.~~

26 ~~5.~~ 4. The recorder may record the following documents or
27 instruments, which are exempt from the format requirements of
28 this section:

29 a. A document or instrument that was signed before July 1,
30 2005.

31 b. A military separation document or instrument.

32 c. A document or instrument executed outside the United
33 States.

34 d. A certified copy of a document or instrument issued by a
35 governmental agency, including a vital record.

1 e. A document or instrument ~~where~~ when one of the original
2 parties is deceased or otherwise incapacitated.

3 f. A document or instrument formatted to meet court
4 requirements.

5 g. A federal tax lien.

6 h. A filing under the uniform commercial code, [chapter 554](#).

7 i. A groundwater hazard statement pursuant to section
8 558.69.

9 ~~6.~~ 5. A physical document or instrument ~~rejected~~ declined
10 for recording by a recorder shall be returned to the preparer
11 or presenter accompanied by an ~~explanation of~~ the reason
12 for ~~rejection~~ declining the document or instrument and any
13 information necessary to correct the defect. A person who
14 files an electronic document or instrument declined for
15 recording by a recorder shall be notified by the recorder that
16 the document or instrument has been declined, the reason the
17 document or instrument has been declined, and any information
18 necessary to correct the defect. If the recording fee for an
19 electronic document or instrument was calculated and processed
20 incorrectly, the person who filed the document or instrument
21 shall be notified of the error and the reason for the fee
22 adjustment by the recorder's office.

23 ~~7. a.~~ On and after July 1, 2005, a document or instrument
24 that does not conform to the format standards specified in
25 [subsections 1 through 3](#) shall not be accepted for recording
26 except upon payment of an additional recording fee of ten
27 dollars per document or instrument. The requirement applies
28 only to documents or instruments dated on or after July 1,
29 2005, and does not apply to those documents or instruments
30 specifically exempted in [subsection 5](#).

31 ~~b.~~ On and after July 1, 2009, a document or instrument
32 that does not conform to the format standards specified in
33 [subsection 1](#), paragraphs "c" and "e", or [subsection 2](#), paragraph
34 "b", shall not be accepted for recording. This paragraph
35 applies only to documents or instruments dated on or after July

1 ~~1, 2009, and does not apply to those documents or instruments~~
2 ~~specifically exempted in [subsection 5](#).~~

3 Sec. 12. NEW SECTION. 331.612 **Recording of surveys.**

4 1. Notwithstanding section 331.606B, the following
5 document or document formatting standards shall apply to
6 surveys submitted by licensed professional land surveyors for
7 recording:

8 a. All text must be legible and the font at least eight
9 point in size.

10 b. All text font, signatures, and drawings must have
11 sufficient weight, contrast, and darkness to produce a clear
12 reproduction.

13 c. Physical documents submitted to a county for recording
14 shall be on standard white paper without watermarks or other
15 visible markings and shall have dimensions no greater than
16 eleven by seventeen inches. Notwithstanding the dimensions
17 specified for physical documents in this paragraph, a physical
18 document with dimensions no greater than twenty-four inches
19 by thirty-six inches may be submitted to the county if the
20 county recorder is able to scan or digitize the document while
21 maintaining the original scale and quality of the document
22 as specified in paragraphs "a" and "b". Electronic documents
23 submitted to a county for recording shall have dimensions no
24 greater than twenty-four inches by thirty-six inches.

25 d. The survey must contain an index legend as outlined in
26 subsection 2.

27 e. A survey must provide a cover page or a blank rectangular
28 space on the first page with the dimensions of three and
29 three-fourths inches in width and two and one-half inches in
30 height designated for the recorder's use.

31 2. A survey must contain an index legend consisting of a
32 compact table or a grid with lines that provides the following
33 information:

34 a. The county name.

35 b. For platted land, the index information shall include

1 the additional parcel identifier, if applicable; lot or unit;
2 block; unabbreviated subdivision name; town, city, or county;
3 section; township; and range. For unplatted land, the indexed
4 information shall include the additional parcel identifier,
5 if applicable, section, township, range, and quarter section.
6 Indexing quarters of a quarter section is recommended but
7 not required. Subdivision plats, acquisition plats, and
8 retracement plats of survey shall reference the existing
9 auditor's parcel designation in accordance with section 354.4,
10 subsection 1, paragraph "a". A plat of survey shall reference
11 the approved auditor's parcel designation in accordance with
12 section 354.4, subsection 1, paragraph "a".

13 c. The parcel identification number and additional parcel
14 identifier, if applicable.

15 d. The proprietor's name.

16 e. The requestor's name.

17 f. Associated reference numbers for previously recorded
18 surveys.

19 g. The surveyor's name, address, and phone number or email
20 address.

21 h. Information necessary for the county recorder to return
22 the survey document.

23 i. If the survey document is a monument preservation
24 certificate, the name of the government entity requesting the
25 certification in accordance with section 355.6A.

26 Sec. 13. Section 354.18, subsection 2, Code 2025, is amended
27 to read as follows:

28 2. The recorder shall examine each plat of survey and
29 subdivision plat to determine whether the plat is clearly
30 legible and whether the approval by the applicable governing
31 body and the other attachments required by [this chapter](#) are
32 presented with the plat. The recorder shall also keep a
33 reproducible physical or electronic copy of the plat from
34 which legible copies can be made. ~~The~~ When a physical plat is
35 presented for recording, the recorder may specify the material

1 and the size of the plat, accepted for recording as long as
2 the document is not less than eight and one-half inches in
3 width by eleven inches, that will be accepted for recording in
4 order to comply with ~~this section~~ in height. The recorder must
5 accept an electronically submitted plat or subdivision plat
6 meeting the requirements of section 355.7, 355.7A, or 355.8,
7 respectively. The recorder shall not record a subdivision plat
8 that violates ~~this chapter~~.

9 Sec. 14. Section 355.6A, subsection 4, Code 2025, is amended
10 to read as follows:

11 4. a. The monument preservation certificate shall be
12 filed with the county recorder pursuant to section 331.606B,
13 ~~subsection 5 331.612, subsection 2, paragraph "i",~~ no later than
14 thirty days after the certificate is signed by the surveyor.

15 b. The county recorder shall index the monument preservation
16 certificate according to the township, range, section number,
17 and quarter section ~~on~~ in which the monument is located ~~within~~.
18 If the monument is located within an official plat, the county
19 recorder shall also index the certificate alphabetically by the
20 official plat name.

21 ~~c. The index legend affixed to such certificate shall~~
22 ~~include the following information:~~

23 ~~(1) The surveyor's name, mailing address, and other contact~~
24 ~~information.~~

25 ~~(2) The name of the governmental entity or other~~
26 ~~organization under which the surveyor provided the professional~~
27 ~~service.~~

28 ~~(3) The aliquot part or parts of the United States public~~
29 ~~land survey system or portion of official plat that the~~
30 ~~monument is located within.~~

31 ~~(4) The name of the governmental entity or other~~
32 ~~organization requesting the monument preservation certificate~~
33 ~~pursuant to ~~this section~~.~~

34 ~~(5) Information necessary for the county recorder to return~~
35 ~~the certificate.~~

1 Sec. 15. Section 355.12, Code 2025, is amended to read as
2 follows:

3 **355.12 Indexing of survey documents by recorder.**

4 The recorder shall index survey documents and United States
5 public land corner certificates submitted in accordance with
6 section 331.612, subsection 2, paragraph "b", by township,
7 range, and section number. If the survey is in a recorded
8 subdivision, the recorder shall also index the ~~document~~
9 ~~alphabetically by~~ subdivision name.

10 Sec. 16. 2005 Acts, chapter 179, section 101, subsection
11 1, as amended by 2021 Iowa Acts, chapter 126, section 2, is
12 amended to read as follows:

13 1. The board of supervisors of each county, on behalf of
14 each county recorder, ~~shall~~ may execute a **chapter 28E** agreement
15 with the ~~other counties~~ electronic services system for the
16 implementation of the county land record information system.

17 Sec. 17. TRANSITION. Any moneys remaining in each county
18 recorder's records management fund, as described in section
19 331.604, subsection 2, paragraph "a", Code 2025, as of
20 the effective date of this Act shall be transferred to the
21 respective county's recorder's technology advancement fund, as
22 described in section 331.604, subsection 2, as amended by this
23 Act. Any moneys remaining in the local government electronic
24 transaction fund, as described in section 331.604, subsection
25 3, paragraph "d", Code 2025, after the effective date of this
26 Act are appropriated to the treasurer of state to be used by
27 the treasurer of state to assist the governing board of the
28 electronic services system in accomplishing the purposes stated
29 in section 331.605B, subsection 1, as amended by this Act.

1. Make a clarification of the proposed statutory requirement for all counties to upload data and images to the statewide search website.

Modify HF 1031, page 5, lines 26 and 27.

2. Make a clarification of the proposed statutory requirement counties which withdraw from the ESS 28E agreement to allow for the “flow” of electronic documents from the electronic services system.

Modify HF 1031, page 10, lines 13 and 14.

3. Make a policy clarification in Section 6 of HF 1031 to specify that the electronic services system has a responsibility for providing access to records.

Amend HF 1031, page 9, by language after line 2.

4. Make a clarification by establishing a policy for assigning unique reference numbers to all recorded documents.

Amend HF 1031, page 10, line 33.

5. Make a clarification that the recorder’s index should include parsed location information for recorded documents referencing property.

Modify HF 1031, page 11, line 5.

6. Make a clarification by establishing a policy to require that recording times be accurate to the second.

Modify HF 1031, page 10, line 35.

7. Correct a drafting oversight by making changes to section 558.49.

Amend HF 1031, page 22. Insert changes to this section here.

8. Make a clarification that the recorder’s index should include an additional parcel identifier when applicable.

Modify HF 1031, page 11, line 5.

9. Correct an omission in HF 1031 concerning a proposed requirement that documents submitted for recording should not include multiple unrelated transactions.

Amend HF 1031, page 22.

9. Make a technical amendment regarding Section 3 of HF 1031 to remove a redundant provision relating to "batch basis".

Amend HF 1031, page 2, lines 14 through 18.

Amend HF 1031, page 2, lines 26 through 28.

10. Make a technical amendment to allow for some more flexibility on the time of transfer of funds from a county to the electronic services system fund.

Amend HF 1031, page 5, line 19.

Section 558.49 is amended to read as follows:

558.49 Index records.

The recorder must shall keep index records to show the following:

1. Each grantor.
2. Each grantee.
3. The date and time when the instrument was ~~filed with~~ recorded by the recorder.
4. The date of the on which the document or instrument was executed by the parties, to the extent practicable. If there is a variance in the date of execution by the parties, the most recent date shall be indexed.
5. The nature of the instrument, as indicated by the title or type of the document or instrument.
6. The document reference number where the record of the instrument may be found.
7. The parsed description of the real estate affected by the document or instrument, as indicated by the location information including the quarter section, section, township, and range, or the section, lot, block, subdivision name and city, town or county, if platted.
8. Any recording reference number of an associated, recorded document or instrument, when present on a document submitted for recording.
9. The parcel identification number, when present on a document submitted for recording.

DRAFT

April 9, 2025

To: ESS Standards Subcommittee

From: Phil Dunshee, ILR Project Manager

Re: Standard Recording Reference Numbers

Recently a question was raised about the proposed standard for the recording reference number. There seemed to be a suggestion that the idea was not fully or appropriately vetted through the planning process. If this is a feeling among ESS members, then it deserves further review.

The following provisions were included in Senate File 371.

Section 331.606, subsections 1 and 2, Code 2025, are amended to read as follows:

1. a. In addition to the information required in section 331.606B, subsection 2, section 558.49, and other requirements specified by law, the recorder shall note in the electronic county land record *information* system the date of recording of each instrument, the number, type, or title of the instrument, and the name of each grantor and grantee named in the instrument. When assigning reference numbers to documents or instruments, the recorder shall start with number one on the first working day of the calendar year and continue to number the instruments consecutively until the last working day of the calendar year. Reference numbers shall include only numbers, contain no more than six digits, and the county two-digit number and four-digit year must precede each reference number. The recorder may also assign a book and page number to documents and instruments.

[Provisions relating to associated references, parcel identification numbers, parse location information, and additional parcel identifiers are omitted from this memo. – See Senate File 371, Section 6, page 6 for more information about these topics.]

2. The recorder shall note in the index the exact hour, minute, and second of the recording of each document or instrument.

It was included in the modernization plan, in part, because it was believed that it would send a positive and clear message to stakeholders and policy makers that ESS and recorders were committed to implementing standards – a key justification for increasing the base recording fee. documents.

It is noteworthy that House File 328 includes a good number of formatting and indexing reforms that parallel the provisions Senate File 371, but these specific provisions have either been omitted or substantially modified.

“Normalizing” Reference Numbers History -

Establishing a standard recording reference numbering system is not a completely new idea. In 2011, when the ESS Policies and Procedures were first created, the following policy was adopted:

3.7(5) The county land record information system shall establish a standard specification of Unique Code Values for documents recorded on or after January 1, 2013. The Unique Code Values shall incorporate the following elements: County number, year of recording, and a document reference number assigned to each document in the County document indexing system.

In 2012, the was modified to read as follows:

3.7(5) The county land record information system shall encourage the adoption of specifications for Unique Code Values which incorporate the following elements: County number, year of recording, and a document reference number assigned to each document in the County document indexing system.

The change was a recognition that counties weren't quite ready to establish a true “standard” and the topic was deferred until another time.

Fast forward to January 2024 at the beginning of the fee policy and modernization planning process. A lot of ideas for “modernization” were generated to identify things that stakeholders might value and be willing to support an “investment” by way of the recording fee changes. A document titled “ICRA-ESS Modernization Initiatives” was created, and one of subheadings was “Modernize Document Formatting.” The idea of “normalizing future recording reference numbers” was included in that section. The concept was also highlighted as a discussion item in the January 23, 2024 Standards Subcommittee packet (see pages 36-37) and in the summary of that meeting.

This was again highlighted in the April 23, 2024, Standards Subcommittee packet (see page 37), the July 30, 2024, Standards Subcommittee packet (see page 24), the October 17, 2024, Standards Subcommittee packet (see page 32), and the January 23, 2025, Standards Subcommittee packet (see pages 15, 39 and 46).

As noted previously, if there is a feeling that this idea was not adequately vetted, then it deserves further review. Let's discuss it. Here are a few questions to start the conversation.

- Going forward, what are the potential benefits of having all counties follow a standard convention for formatting recording reference numbers?
- What are the reasons for retaining the status quo, meaning that each county would continue to establish their own format for assigning recording reference numbers?
- Is there any middle ground?