

The Board of Supervisors met on 6/7/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Murken presiding. Faisal attended via Zoom. (all audio of meetings available at storycountyiowa.gov). Murken read a statement regarding the recent shooting murders at Cornerstone Church, reiterated the Board's condolences, commended first responders and law enforcement officers, and asked for a moment of silence.

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

PROCLAMATION RECOGNIZING JUNE 19TH, 2022 AS JUNETEENTH IN STORY COUNTY, IOWA: The Board members read the proclamation in full. Faisal moved, Heddens seconded the approval of the Proclamation Recognizing 6/19/22 as Juneteenth in Story County, Iowa. Roll call vote. (MCU)

PROCLAMATION RECOGNIZING JUNE 2022 AS LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, INTERSEX, ASEXUAL AND ALLIES (LGBTQIA+) PRIDE MONTH IN STORY COUNTY: The Board members read the proclamation in full. Heddens moved, Faisal seconded the approval of the Proclamation Recognizing June 2022 as LGBTQIA+ Pride Month in Story County, Iowa. Roll call vote. (MCU)

MINUTES: 5/31/22 Minutes – Faisal moved, Heddens seconded the approval of 5/31/22 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 6/5/22, in a) Planning & Development for Marcus Amman @ \$27.50/hr; b) Secondary Roads for Dennis Clatt @ \$32.36/hr; effective 6/19/22 in Sheriff's Office for Dillon Combs @ \$2,903.92/bw; 2) promotion, effective 6/19/22, in a) Sheriff's Office for Andrew Boeckman @ \$3,358.34/bw.

Heddens moved, Faisal seconded the approval of Personnel Actions. Roll call vote. (MCU)

CLAIMS: 06/09/22 Claims of \$2,408,181.83 (run date 6/3/22, 25 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,773.61), BooSt School Ready (\$70,652.61), BooSt Early Childhood (\$23,566.63), Emergency Management (\$207.59), E911 (\$444.98), County Assessor (\$8,325.73), City Assessor (\$12,879.15); and Central Iowa Community Services (\$276,923.59). Faisal moved, Heddens seconded the approval of Claims as submitted. Roll call vote. (MCU)

Heddens moved, Faisal seconded the approval of Consent Agenda as presented.

1. Resolution #22-93, To Abate Taxes Assessed Against Said Mobile Home as a Building on Leased Land
2. Appointment of Sarah Swanson to Condemnation Compensation Commission – Bankers, Auctioneers, Appraisers for a seven-month term ending 12/31/22
3. FY23 Provider and Program Participation Agreement with Heartland Senior Services, effective 7/1/22-6/30/23: Senior Food Program (not to exceed \$1,766.00) \$9.66/client contact; Adult Day Center (not to exceed \$19,766.00) \$116.34/client day; Home Delivered Meals (not to exceed \$34,202.00) \$8.10/meal; Home Delivered Meals - under 60 (not to exceed \$1,270.00) \$11.26/meal; Services Coordinator/Outreach (not to exceed \$49,522.00) \$67.34/client hour; Adult Day Center/Local Option (not to exceed \$262.00) \$116.34/client day; Mobile Meals/Local Option (not to exceed \$649.00) \$8.10/meal; Service Coordination/Local Option (not to exceed \$762.00) \$67.34/client hour
4. FY23 Provider and Program Participation Agreement with Raising Readers, effective 7/1/22-6/30/23: Advocacy of Social Development (not to exceed \$4,743.00) \$148.83/staff hour; Family Dev/Education Thrive by Five (not to exceed \$5,263.00) \$39.20/client hour; Family Dev/Out of School Learning (not to exceed \$5,844.00) \$83.27/partial day (three hours)
5. Resolution #22-94, Appropriation Amendment
6. The Bulletproof Vest Partnership Grant for \$9,600.00 for vests ordered after 4/1/22
7. Contract for Highway Right-of-Way with Joseph Kimberley, Charles W Kimberley, and Thomas C Kimberley for the purchase of permanent easement for \$284.16 (L-C23--73-85)
8. FY23 Provider and Program Participation Agreement with the Heart of Iowa Regional Transit Agency (HIRTA), effective 7/1/22-6/30/23: Transportation County (not to exceed \$114,545.00) \$151.35/one-way trip; Transportation City of Ames (not to exceed \$12,883.00) \$17.74/one-way trip
9. Test Licensing Agreement between Ergometrics and Story County for job applicant testing, effective 6/11/22, not to exceed \$240.00
10. 28E Agreements between Animal Control and the following cities: McCallsburg, and Roland, effective upon signature through 6/30/23
11. FY23 Provider and Program Participation Agreement with Youth and Shelter Services (YSS), effective 7/1/22-6/30/23: Child Safety (not to exceed \$2,599.00) \$76.65/staff hour; Kids Club (not to exceed \$70,339.00) \$16.89/partial day (three hours); Mentoring (not to exceed \$39,974.00) \$86.30/client contact/day; The Nest Program (not to exceed \$395.00) \$151.04/client contact; Transitional Living (not to exceed \$40,000.00) \$35.34/client contact; Youth Dev/Soc. Adj. (not to exceed \$32,166.00) \$52.58/ client contact/day; Employment Assistance (not to exceed \$6,516.00) \$33.84/staff hour; Family Dev. Edu FaDSS (not to exceed \$2,952.00) \$58.16/client hour; Public Educ./Awareness Combined (not to exceed 111,505.00) \$76.28/staff hour; Summer Enrichment (not to exceed 19,256.00) \$9.88/partial day (three hours); Emergency Shelter-Rosedale (not to exceed \$91,928.00) \$73.72/24-hour period of food and shelter; Substance Abuse Co-Occurring (outpatient) (not to exceed (40,000.00) \$202.00/client hour; Kids Club-Local Option (not to exceed \$4,659.00) \$16.89/ partial day (three hours); Child Safety-Local Option (not to exceed \$2,426.00) \$76.65/staff hour; Summer Enrichment-Local Option (not to exceed \$840.00) \$9.88/partial day (three hours); The Nest Program-Local Option (not to exceed \$110.00) \$151.04/client contact; Service Coordination (not to exceed \$5,000.00) \$36.67/client hour; Kids Club-Colo (not to exceed \$16,060.00) \$20.01/partial day
12. Amendment No. 2 for the FY23 Provider and Program Participation Agreement with Central Iowa Juvenile Detention Center, effective 7/1/22-6/30/23: Substance Abuse Civil Commitment Transportation-First Person (driver) \$57.96/hour, Second Person \$30.09/hour
13. Resolution #22-95 Setting Public Hearing for 6/21/22 for First Consideration of Ordinance No. 305 Amending Chapter 20 General Assistance Program Section 20.01 Purpose, 20.02 Definitions, 20.03 Eligibility for General Assistance, 20.05 General Assistance Application, 20.06 Review by the Board, and 20.07 Appeal.

14. Renewal and Support Fees between Story County and CDW-Government for Zoom, effective 5/27/22–5/26/23, for \$7,285.00

15. Lease Contract between Story County and Marco for print services and usage for printers and copier for \$627.85/month

Roll call vote. (MCU)

SECOND CONSIDERATION OF ORDINANCE NO. 304, AMENDING CHAPTER 85.08 – DEFINITIONS, CHAPTER 91 –EXCEPTIONS, MODIFICATIONS, AND NONCONFORMING USES, CHAPTER 92 – ADMINISTRATION, AND CHAPTER 93 – PLANNING AND DEVELOPMENT INFRACTIONS, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES: Amelia Schoeneman, Planning and Development Director, reported on second consideration, and recommended approval with noted edits. No additional public comments have been received; staff recommends approval of second consideration and waiving third consideration. Murken opened the public hearing at 10:12 a.m., and, hearing no comments, she closed the public hearing at 10:12 a.m. Faisal moved, Heddens seconded the approval of Second Consideration of Ordinance No. 304, Amending Chapter 85.08 – Definitions, Chapter 91 –Exceptions, Modifications, and Nonconforming Uses, Chapter 92 – Administration, and Chapter 93 – Planning and Development Infractions, of the Story County Land Development Regulations, of the Story County Code of Ordinances as presented and Waived Third Consideration. Roll call vote. (MCU)

REQUEST FOR \$50,000.00 FOR DEVELOPMENT OF STEPPING STONES CHILDCARE CENTER IN SLATER: Murken provided background, stating the request promotes economic development, serves a public purpose, is funding is conditional upon the provider providing the equivalent of \$50,000.00 in free and/or reduced-cost placements in accordance with criteria. Heddens reiterated the provider’s federal Small Business Administration (SBA) loan is contingent on no indebtedness. Discussion took place. Heddens asked if monies are being used for funding matches. Faisal reported. Heddens moved, Faisal seconded the approval of the request for \$50,000.00 for development of Stepping Stones Childcare Center in Slater, to be paid from America Rescue Plan Act (ARPA) revenue loss funds. Roll call vote. (MCU)

FACILITIES MANAGEMENT QUARTERLY REPORT: Director Joby Brogden reported on work orders, completion of space needs assessment, open positions, front counter project, and Heating, Ventilation and Air-Conditioning (HVAC) project updates and delays.

UPCOMING AGENDA ITEMS: Murken reported on upcoming discussions regarding the two proposed pipelines in Story County.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Faisal reported she will be in Washington DC with the Ames Chamber of Commerce this week and next. All Board members spoke about multiple upcoming items and commitments. Heddens moved, Faisal seconded to adjourn at 10:32 a.m. Roll call vote. (MCU)

PROCLAMATION JUNETEENTH

June 19th, 2022

WHEREAS, on January 1, 1863, President Abraham Lincoln's Emancipation Proclamation went into effect, declaring 3.5 million enslaved African Americans in Confederate states to be free; and

WHEREAS, on June 19, 1865, two and a half years after Lincoln's signing of the Emancipation Proclamation, Major General Gordon Granger led Union Soldiers into Galveston, Texas to bring news that the Civil War had ended and to read General Order #3 which stated that all enslaved African American people were free and entitled to absolute equality of personal and property rights; and

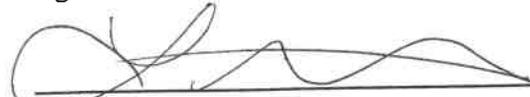
WHEREAS, following his statement, June 19 (Juneteenth) became the emancipation date of those long deprived of freedom; and

WHEREAS, Juneteenth commemorates the strength and courage of African Americans, the contributions of African Americans to the building of American institutions, wealth and innovations, and their ultimate triumph over extreme adversity; and

WHEREAS, Juneteenth is a time for reflection and rejoicing, it is also a time for assessment of progress still needed, and

WHEREAS, the Story County Board of Supervisors acknowledges this shared history and commits itself to the principles of equity and justice.

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim June 19th, 2022 as JUNETEENTH in Story County, Iowa and urge all citizens to recognize this day, participate in dialogue with one another about its significance and collectively help further the promise of freedom and equality for all.


SIGNATURE 6/7/22
DATE


SIGNATURE 6/7/22
DATE


SIGNATURE 6/7/22
DATE



PROCLAMATION LGBTQIA+ Pride Month

June 2022

WHEREAS, Individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual and their allies celebrate LGBTQIA Pride Month Nationwide each year in the month of June; and

WHEREAS, this month was chosen to commemorate the events that took place 50 years ago at the Stonewall Inn in Manhattan, New York, on June 28, 1969, and is often viewed as the beginning of the modern LGBTQIA rights movement; and

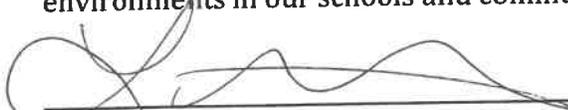
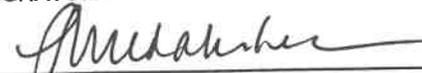
WHEREAS, it is important during this month to take the time to reflect on the LGBTQIA rights movement; and

WHEREAS, Individuals who identify in the LGBTQIA community in the United States, the State of Iowa, and Story County have made, and continue to make, vital contributions to the world in every aspect; and

WHEREAS, LGBTQIA Americans have achieved significant milestones, ensuring that future generations of people in the United States will enjoy a more equal and just society; and

WHEREAS, We will continue to advocate for protections for all LGBTQIA individuals to make our county a place where all people, regardless of their sexual orientation, gender identity, or gender expression, are treated with dignity and respect;

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim June 2022 as LGBTQIA+ Pride Month in Story County and encourage citizens to inspire equity, create alliances, celebrate diversity, and establish safe environments in our schools and communities throughout the County.

 SIGNATURE	6/7/22 DATE
 SIGNATURE	6/7/22 DATE
 SIGNATURE	6/7/22 DATE



BOARD OF SUPERVISORS RESOLUTION NO. # 22-93

RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOME AS A BUILDING ON LEASED LAND

WHEREAS, said mobile home was located at 51758 180th St, Ames, Story County, Iowa; and,

WHEREAS, said mobile home was billed as a building on leased land; and

WHEREAS, said mobile home was unlivable and torn down in 2017; and

WHEREAS, now Junking Certificates was issued on March 17, 2017; and,

WHEREAS, said mobile home has delinquent taxes in the amount of \$125.00; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home;

NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile home are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home:

Susan Clark Parcel #0517200131 VIN #576

APPROVED this 7th day of June, 2022


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL FOR ALLOWANCE
Latifah Faisal Yea Nay ___ Absent ___
Lisa Heddens Yea Nay ___ Absent ___
Linda Murken Yea Nay ___ Absent ___

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

Notes:

1998: IN PROCESS OF REMODELING: NEEDS FINISH OF FLOOR COVERS, BB TRIM, KIT-CUPBOARDS, SINK, AND FINISH SHEET ROCK

01-01-2009: CHANGED OBSERVED CONDITION TO REGULAR CONDITION/DEPRECIATION (WAS OBS 85%).

01-01-2009: CHANGED EFFECTIVE AGE FROM 35 YEARS TO 27 YEARS.

05/26/2010: INSPECTED DWLG WITH OWNER. 1ST FLR: KITCHEN, LIVING ROOM W/FP, BDRM, STORAGE ROOM, FB. MINIMAL UPDATING TO MFD.DAS

01/04/2016: REVIEWED MFD, NOT LIVABLE, OWNER REMOVED ELECTRICAL AND WATER. PLANS TO USE A SHED/STORAGE FOR SHORT TIME, WILL EVENTUALLY DEMOLISH. CALLED OWNER ON GETTING JUNK CERTIFICATE, DID NOT RETURN IT TO OUR OFFICE.DAS

11/29/2016: OWNER SAID SELLING PROPERTY- NO CHANGE FOR 2017.DAS

CB 2018 FOR DEMO OF MFD: OWNER SAID MFD NOT LIVABLE- WILL REMOVE IN NEAR FUTURE, WANTS MOVED TO PARCEL 130 FOR 2016 ASSESSMENT. DAS

OWNER CALLED IN ON 03/11/2017- MOBILE HOME HAS BEEN TORN DOWN, REVIEW FOR 2018, TAKE NEW PICTURE. DAS

ADDRESS HAS BEEN REMOVED.DAS

03/17/2017: TREASURER BROUGHT IN JUNK CERTIFICATE FOR MOBILE HOME (850133149) VIN #576

10/20/2017: MOBILE HOME HAS BEEN DEMOLISHED, REMOVED FOR 2018 ASSESSMENT. DAS

Residual
2 abate
05-23-22 AB

NOTICE OF APPOINTMENT

PERSON APPOINTED: Sarah Swanson

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Condemnation Compensation Commission - Bankers, Auctioneers, Appraisers

LENGTH OF TERM: 7 Months

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHO'S TERM: _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 6/7/22

DATE OF TERM EXPIRED: 12/31/22

APPROVED **DENIED**
Board Member Initials: *SS*
Meeting Date: 6/7/22
Follow-up action: 6/7/22

RECEIVED

MAY 23 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **Heartland Senior Services** (Provider).

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

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

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

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

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

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

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

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Nancy Carroll

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/7/22

Date: 5/18/2022

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023**

Service Description	Unit of Service	Rate
Senior Food Program Not to Exceed \$1,766	1 Client Contact	\$9.66
Adult Day Center Not to Exceed \$19,766	1 Client Day	\$116.34
Home Delivered Meals Not to Exceed \$34,202	1 Meal	\$8.10
Home Delivered Meals – under 60 Not to Exceed \$1,270	1 Meal	\$11.26
Service Coordination/Outreach Not to Exceed \$49,522	1 Client Hour	\$67.34
Adult Day Center <u>Local Option</u> Not to Exceed \$262	1 Client Day	\$116.34
Mobile Meals <u>Local Option</u> Not to Exceed \$649	1 Meal	\$8.10
Service Coordination <u>Local Option</u> Not to Exceed \$762	1 Client Hour	\$67.34

RECEIVED

MAY 23 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **Raising Readers** (Provider).

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

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

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

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

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

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

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

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Raising Readers in Story County
PO Box 2374
Ames, IA 50010

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Cari McPartland

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/7/22

Date: 5/6/22

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023**

Service Description	Unit of Service	Rate
Advocacy of Social Development Not to Exceed \$4,743	1 Staff Hour	\$148.83
Family Dev/Education Thrive by five Not to Exceed \$5,263	1 Client Hour	\$39.20
Family Dev/Out of School Learning Not to Exceed \$5,844	1 Partial Day (3 Hours)	\$83.27



AGENCY INFORMATION

1. Agency Profile

1.1 Agency Information

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2018)

AGENCY PROFILE

Name: STORY COUNTY

Agency Type: County/Parish

Government ID Number: 161065085

* Tax Payer ID Number:

9 Digit DUNS: 050813112

DUNS 4:

* Unique Entity Identifier (UEI):

Number of Existing Population: 97355

Number of Existing Full Time Officers: 33

Number of Existing Part Time Officers: 5

CONTACT DETAILS

* Address Line 1:

Address Line 2:

* City:

State: IA

* Zip:

CANCEL SAVE



AGENCY CONTACTS

1. Agency Profile

1.1 Agency Profile

1.2 Agency Contacts

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT
OMB #1121-0235
(Exp. res: 10/31/2016)

Please verify your agency contact information.

Note: The role of Primary Point of Contact (POC) is critical to the success of this program. The POC will be required to review and approve the online application and all requests for payment. You will also be making various assurances and certifications with respect to key program guidelines and requirements. **If you feel these responsibilities exceed your authority, please STOP at this point and resume once your authority has been more clearly established.** If you are the Chief Executive, then you will also be acting as the Primary Point of Contact for your jurisdiction.

SEARCH CONTACTS BY PHONE NUMBER **HIDE**

Name	User Id	Phone Number	Email	Status
Leanna Ellis	lellis@storycountyiowa.gov	(515) 382-6536x7474	lellis@storycountyiowa.gov	Associated

CONTACTS

Chief Executive Officer

* First Name:

* Last Name:

* E-mail:

Fax:

* Phone:

Chief Financial Officer

* First Name:

* Last Name:

* E-mail:

Fax:

* Phone:

Point of Contact

* First Name:

* Last Name:

* E-mail:

Fax:

* Phone:

CONTACTS

* Address Line 1:	<input type="text" value="1315 S B Ave."/>
Address Line 2:	<input type="text"/>
County:	
* City:	<input type="text" value="Nevada"/>
* State:	<input type="text" value="IA"/>
* Zip:	<input type="text" value="50201-2006"/>
<input type="button" value="CANCEL"/> <input type="button" value="SAVE"/>	



APPLICATION PROFILE

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

Application Profile Application NIJ Approved Vests Submit Application

Please enter your application profile information.

VEST REPLACEMENTS

Vest Replacement Cycle:

Under normal conditions, the number of years you allow an officer to wear body armor before it is replaced.

Number of Emergency Replacement Needs:

Number of Emergency Replacement Needs cover vests that are potentially defective, vests that have been lost, stolen, or damaged, and vests needed as a result of unanticipated Number of Officer Turnover occurring within the last 3 to 6 months. It DOES NOT include tactical vests or routine agency needs for new or replacement vests unless those vests contain Zylon® and must be replaced immediately.

* Number of Stolen or Damaged

* Number of Officer Turnover

Required fields are denoted by *

SAVE CANCEL



MANAGE APPLICATION

1. Agency Profile

2. Application

- 2.1 Manage Application Profile
- 2.2 Manage Application
- 2.3 Add Vests To Application
- 2.4 Proceed To Submit Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2013)

Application Profile Application NIJ Approved Vests Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

PERSONAL INFORMATION	
Participant	STORY COUNTY
Fiscal Year	2022
Number of Agencies Applied	1
Total Number of Officers for Application	33
Number of Officers on Approved Applications	38

APPLICATION PROFILE	
Fiscal Year	2022
Vest Replacement Cycle	5
Number of Officers	38
Number of Stolen or Damaged	0
Number of Emergency Replacement Needs	4
Number of Officer Turnover	

VESTS FOR 2022 REGULAR FUND					
Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
+ BA-2003S-SM02	12	II	N	\$800.00	\$9,600.00
+ Grand Totals	12				\$9,600.00

PROCEED TO SUBMIT APPLICATION ADD VESTS TO APPLICATION



SUBMIT APPLICATION

1. Agency Profile

2. Application

- 1.1 Agency Profile
- 1.2 Application
- 1.3 Agency Approval
- 1.4 Agency Approval
- 1.5 Submit Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)



PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2022. Once the open application period closes, funding levels will be established and all applicants will be notified.

APPLICANT INFORMATION

Participant	STORY COUNTY
Fiscal Year	2022
Number of Agencies Applied	1
Total Number of Officers for Application	38
Number of Officers on Approved Applications	38

APPLICANT INFORMATION

Fiscal Year	2022
Vest Replacement Cycle	5
Number of Officers	38
Number of Stolen or Damaged Emergency Replacement Needs	0
Number of Officer Turnover	4

NUMBER OF VESTS TO BE PURCHASED

Application for Funding

Name	Quantity	Extended Cost	Tax, S&H*	Total Cost
STORY COUNTY	12	\$9,600.00	\$0.00	\$9,600.00
Grand Totals	12	\$9,600.00	\$0.00	\$9,600.00
Requested BVP Portion of Total Cost, up to:				\$4,800.00

* Total Taxes, Shipping and Handling Cost for each Application

SUBMIT APPLICATION FOR BVP APPROVAL

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.



CEO CERTIFICATION

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2018)



General Certification

U.S. Department of Justice
Office of Justice Programs

Patrick Leahy Bulletproof Vest Partnership Grant
Certifications and Assurances
by the Chief Executive of the Applicant Government

On behalf of the applicant, and in support of this application for an award under the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice (Department), that all of the following are true and correct:

- a. I have the authority, as chief executive of the applicant to make the following representations on behalf of myself and the applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the applicant based on its application.
- b. The applicant has the legal authority to apply for the federal assistance sought by the application, and that it has funds sufficient to pay any required non-federal share of project costs.
- c. I assure that, throughout the period of performance for the award (if any) made by OJP based on the application, the applicant will-
 - i. comply with all award requirements and all federal statutes and regulations applicable to the award;
 - ii. require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - iii. maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- d. The applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-
 - i. the applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2003d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - ii. the applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 220A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply; and
 - iii. on behalf of the applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- e. The applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).
- f. I assure that the applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application. The applicant agrees that documentation to support the BVP application and payment requests will be kept for at least a three year period.
- g. I certify that submission of this application for funding under the BVP Grant Act constitutes the legally binding acceptance by the applicant of the terms and conditions set forth in the application, and of the BVP program's statutory, regulatory, and programmatic requirements, restrictions, and conditions.
- h. The applicant understands that, in the case of any equipment or products that may be purchased under an award under the BVP Grant Act, it is the sense of the Congress that BVP recipients receiving the assistance should, in expending the award funds, purchase only American-made equipment and products.
- i. No funding received under any other Federal grant program will be used to pay or defer the cost, in whole or in part, of the matching requirement of 31 USC § 10531(1), except as provided in 31 USC §

10531(2) regarding funds appropriated for the activities of any agency of an Indian Tribal government or the Bureau of Indian Affairs.

j. The applicant EITHER:

i. did NOT (or will NOT) apply for a Justice Assistance Grant (JAG) Local award for the same fiscal year as that of this application; OR

ii. HAS applied for (or WILL apply for) a JAG Local award for the same fiscal year as that of this application and has considered but did NOT (and does NOT) expect to use those JAG Local award funds for any part of the cost of purchasing armor vests (including either the federal or the match portion).

I acknowledge and accept the General Certification

Funding Limits Certification

a. I acknowledge that all funding awards will be subject to the availability of funds and I acknowledge that there is no guaranteed level of funding associated with the submission of this application to the BVP program.

b. The applicant will meet its financial and contractual obligations associated with any purchase transactions, regardless of the amount of funding received under this application.

I acknowledge and accept the Funding Limits Certification

Mandatory Wear Policy Certification

a. The applicant has a written, mandatory-wear policy that establishes general requirements for law enforcement and corrections officers, assigned to uniformed functions, to wear (subject to appropriate exceptions as determined by the applicant) bullet-resistant vests and that this policy is in effect on the date this application is submitted.

b. I assure that the foregoing written mandatory-wear policy will remain in effect during the service life of any and all vests purchased with federal funds under this award.

c. To the best of my knowledge and belief, after diligent inquiry and review, this applicant is, at the time this application is submitted, in compliance with the foregoing mandatory-wear policy.

d. I assure that the applicant will remain in compliance with the foregoing mandatory-wear policy throughout the service life of any and all vests purchased with federal funds under this award.

I acknowledge and accept the Mandatory Wear Policy Certification

Unique Vest Fit Certification

a. To the best of my knowledge and belief, after diligent inquiry and review, I certify that, at the time this application is submitted-

i. The criteria and protocols, made available by the BVP program, for providing "uniquely fitted" ballistic or stab-resistant vests to officers have been reviewed.

ii. All of the applicant's law enforcement and corrections officers have been provided with access to the ASTM International "Standard Practice for Body Armor Wearer Measurement and Fitting of Armor"-ASTM Standard E3003 and the Justice Information Technology Center's "Personal Armor Fit Assessment".

iii. All of the applicant's law enforcement and corrections officers have been notified that, upon their request, they will be provided with the opportunity to receive a protective vest that is uniquely fitted to them.

Note: In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer.

I acknowledge and accept the Unique Vest Fit Certification

Signature Acknowledgement Certification

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of

Jurisdiction's Handbook

criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that payments under OJP programs such as the BVP program, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

Acknowledge and accept the Signature Acknowledgement Certification



As the chief executive officer (or designee), authorized to submit this application, I hereby enter my full name in the space provided below:

LINDA MURKEN

SUBMIT BACK

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 16-23-300-300
 PROJECT No: L-C23-73-85
 ROAD No: (720th AVE.)

THIS AGREEMENT made and entered into this 18 day of MAY, A.D. 2022 by and between
JOSEPH A. KIMBERLEY, CHARLES W. KIMBERLEY, AND THOMAS C. KIMBERLEY

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The East 20.00 feet of the West 45.00 feet of the North 75.00 feet of the South 615.00 feet in the SW¼, SW¼ of Section 23, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.04 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page -, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>284.16</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>284.16</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet			
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title			ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.04</u>		ac./sq.ft.	\$ <u>259.16</u>	Fence _____ rods barb	\$
Temporary Easement			ac./sq.ft.	\$		
Damages for:						\$
					<u>Future Abstract Entry in the amount of \$25.00</u>	

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X [Signature] THOMAS Kimberley
X [Signature] Joseph Kimberley
X Charles Kimberley CHARLES Kimberley

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT
STATE OF IOWA: ss On this 13 day of May, 2022, before me, the undersigned, personally appeared _____

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public in and for the State of IA



BUYER'S APPROVAL
[Signature] 5-31-22

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 6/7/22
Approved by: Chairperson, Story County Board of Supervisors (Date)

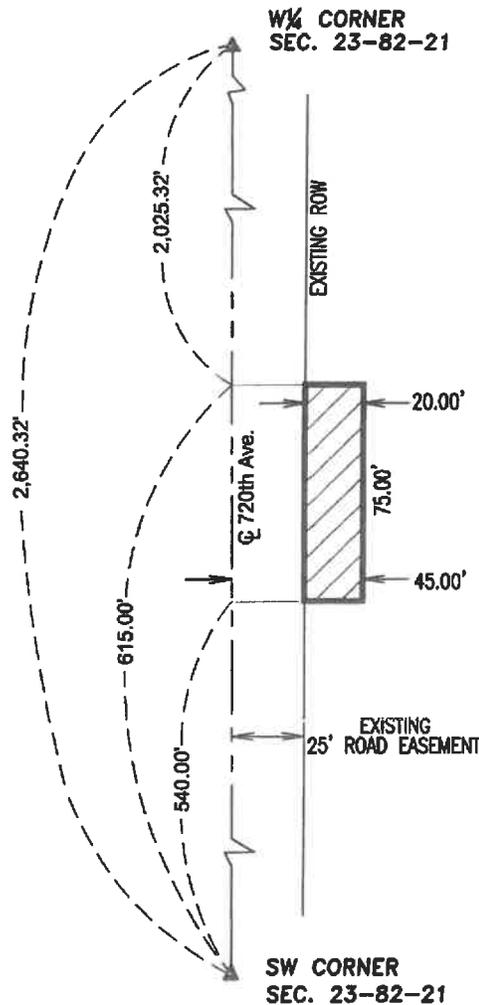
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-C23--73-85 PARCEL NO. 16-23-300-300
SECTION 23, TOWNSHIP 82N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM JOSEPH A. KIMBERLEY, CHARLES W. KIMBERLEY, AND THOMAS C. KIMBERLEY

EXISTING R.O.W. 0.04 ACRES NEW R.O.W. 0.04 ACRES TOTAL R.O.W. 0.08 ACRES

The East 20.00 feet of the West 45.00 feet of the North 75.00 feet of the South 615.00 feet in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 23, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.04 acres is existing R.O.W.



DATE DRAWN 2/24/2022

Story County
Provider and Program Participation Agreement

STORY COUNTY
BOARD OF SUPERVISORS

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **HIRTA** (Provider).

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

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

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

SECTION 1
Definitions

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

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

SECTION 2
Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

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

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

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

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

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

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Phil Clifton

Print Title: Story County Board of Supervisors

Print Title: BOARDS Chair

Date: 6/7/22

Date: 5/24/22

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Transportation County Not to Exceed \$114,545	One Way Trip	\$151.35
Transportation City of Ames trips Not to Exceed \$12,883	One Way Trip	\$17.74

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.

b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.

c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.

d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.

e. Cell phones and electronic devices are not allowed in the test administrations.

f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.

g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Washington.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Latifah Faisal 06/07/2022
Principal Signer Date

Latifah Faisal
Signature Vice
Story County Board of Supervisors, Chair
Title

Story County Sheriff's Office
Agency Name

1315 S B Avenue
Physical Address

Nevada Iowa 50102
City State Zip

(515)382-7458 ctoresdahl@storycountyiowa.gov
Telephone Email

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Michah Andersen
Authorized Contact
Assistant Jail Administrator
Title
(515)382-7532
Telephone
mandersen@storycountyiowa.gov
Email

Constance Toresdahl
Authorized Contact
Administration Commander
Title
(515)382-7458
Telephone
ctoresdahl@storycountyiowa.gov
Email

 Return to:
Ergometrics &
Applied Personnel Research, Inc.
2122 164th St SW Suite 300
Lynnwood, WA 98037
FAX: 425-977-0568
Or email
clientservices@ergometrics.org

*Failure to return the signed licensing agreement,
will delay the processing of your order.*

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes: _____



Ergometrics &
Applied Personnel Research, Inc

Story County Sheriff's Office Licensing Agreement Attachment A

Pricing

Per Applicant License:
REACT Testing One Time Setup Fee **PAID**
Applicants @ \$30 each **\$240**
(\$150 minimum order)

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
06/11/22	06/24/22

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.

RECEIVED

MAY 20 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **Youth and Shelter Services** (Provider).

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

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

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

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

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Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

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

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

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

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

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information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

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Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

YSS
420 Kellogg
Ames, IA 50010

Attention: Andrew Allen

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

COUNTY:

PROVIDER:

By: Linda Murren

By: Andrew Allen

Print Name: LINDA MURREN

Print Name: Andrew Allen

Print Title: Story County Board of Supervisors

Print Title: President & CEO

Date: 6/7/22

Date: 5/13/22

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023**

Service Description	Unit of Service	Rate
Child Safety Not to Exceed \$2,599	1 Staff Hour	\$76.65
Kids Club Not to Exceed \$70,339	1 Partial Day (3 Hours)	\$16.89
Mentoring Not to Exceed \$39,974	1 Client Contact/Day	\$86.30
The Nest Program Not to Exceed \$395	1 Client Contact	\$151.04
Transitional Living Not to Exceed \$40,000	1 Client Contact	\$35.34
Youth Dev/Soc. Adj. Not to Exceed \$32,166	1 Client Contact/Day	\$52.58
Employment Assistance Not to Exceed \$6,516	1 Staff Hour	\$33.84
Family Dev. Edu FaDSS Not to Exceed \$2,952	1 Client Hour	\$58.16
Pub Educ./Awareness Combined Not to Exceed 111,505	1 Staff Hour	\$76.28
Summer Enrichment Not to Exceed \$19,256	1 Partial Day (3 Hours)	\$9.88
Emergency Shelter – Rosedale Not to Exceed \$91,928	1 24 Hour Period of Food and Shelter	\$73.72
Substance Abuse Co-Occurring (Out Pt.) Not to Exceed \$40,000	1 Client Hour	\$202.00
Kids Club Local Option Not to Exceed \$4,659	1 Partial Day (3 Hours)	\$16.89
Child Safety Local Option Not to Exceed \$2,426	1 Staff Hour	\$76.65
Summer Enrichment Local Option Not to Exceed \$840	1 Partial Day (3 Hours)	\$9.88
The Nest Program Local Option Not to Exceed \$110	1 Client Contact	\$151.04
Service Coordination Not to Exceed \$5,000	1 Client Hour	\$36.67
Kids Club- Colo Not to Exceed \$16,060	1 Partial Day	\$20.01

AMENDMENT NO. 2
To
Story County
Provider and Program Participation Agreement Amendment
Dated July 1, 2020

RECEIVED
MAY 31 2022
STORY COUNTY
COMMUNITY SERVICES

1. This amendment is entered into this 1st day of July, 2022 by and between Story County and Central Iowa Juvenile Detention Center (Provider), original parties to the agreement dated July 1, 2020.
2. In consideration of the mutual covenants herein made, the agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Central Iowa Juvenile Detention Center ATTACHMENT A Amendment Effective 7/1/22
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Substance Abuse Civil Commitment Transportation – First Person (Driver)	Hour	\$57.96
Substance Abuse Civil Commitment Transportation – Second Person	Hour	\$30.09

OTHER TERMS:

For Civil Commitment Transport – 100% secure vehicle, minimum of 98%, used to transport from Emergency Room.

Reimbursable expense is round trip from point of origination of the transport driver to client destination(s) and return to point of origination of transport driver.

Prior authorization is not required for Civil Commitment transportation.

At time of monthly billing CIJDC will provide required data elements including driver start location, client pick up location, client destination location, driver end location, client name, date of service, civil commitment substance abuse case number, and billed hours.

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

**Story County
Provider and Program Participation Agreement Amendment No. 2**

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

Story County:

Central Iowa Juvenile Detention Center:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Tony J. Reed

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/7/22

Date: 5-25-22

REMIT PAYMENT TO: _____

INVOICE

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

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



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



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZR00256112	05/25/2022	8484660
PAYMENT TERMS		
Net 30 Days		
DUE DATE	AMOUNT DUE	
06/24/2022	\$7,285.00	

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

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

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

LINE#	ITEM DESCRIPTION	SERVICE PERIOD	RATE PLAN	PRICE	UOM	QTY	NET AMOUNT
1	ZOOM Video Zoom Meetings - Business Licenses	05/27/2022 - 05/26/2023	PAR1-BIZ-BASE-NH1Y - Recurring	199.90	Each	30.00	5,997.00
2	ZOOM Video Zoom Add-on Webinar License -	05/27/2022 - 05/26/2023	PAR1-WEB-500-FL1Y - Recurring	1,288.00	Each	1.00	1,288.00

APPROVED DENIED

Board Member Initials: AM

Meeting Date: 6/7/22

Follow-up action: _____

Microsoft CSP Subscription Service Period Update:

If your Microsoft CSP subscription is with CDW, you should know that we've recently made changes to the Service Period dates shown on Invoices to align with your subscription period. The Service Period dates used to reflect the previous calendar month. Going forward, the Service Period dates will reflect a billing cycle based on the actual subscription service dates with Microsoft. Note that this change only impacts Microsoft CSP and the Service Period dates shown on the Invoice and does not impact renewal dates, billing rates or billing frequency. This will be in effect upon activation for all new CSP subscriptions. For existing subscriptions, the change will take effect at the time of renewal. At renewal, you may see two lines on the invoice: one that covers the prior calendar month and a second line that covers any 'gap' period to align with the new Service Period.

ACCOUNT MANAGER	SUBTOTAL	\$7,285.00
Neal Zolt 312/705-4594 Nealzolt@cdw.com	SALES TAX	\$0.00
PURCHASE ORDER	AMOUNT DUE	\$7,285.00
5200033		



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

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT billingquestions@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com



Delivery & Acceptance Certificate

APPLICATION NO. 1694448

Phone: 800.892.8548 | Fax: 800.847.3087

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between Marco Technologies LLC as Lessor/Secured Party and the undersigned as Customer. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items described in the Agreement (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditionally accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon your signing below, your promises in the Agreement will be irrevocable and unconditional in all respects.

EQUIPMENT DESCRIPTION

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER - COLOR, STARTING METER - B&W. Contains 33 rows of equipment details.

CUSTOMER ACCEPTANCE

Customer acceptance signature area with fields for SIGNATURE, TITLE, and ACCEPTANCE DATE. Includes handwritten signature and date 6/7/22.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Delivery & Acceptance Certificate

APPLICATION NO. 1694448

Phone: 800.892.8548 | Fax: 800.847.3087

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You certify and acknowledge that all of the Equipment and Financed Items described in the Agreement (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditionally accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon your signing below, your promises in the Agreement will be irrevocable and unconditional in all respects.

EQUIPMENT DESCRIPTION

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER - COLOR, STARTING METER - B&W. Rows 34-49 contain equipment details like HP E50145DN, KONICA 650i, etc.

CUSTOMER ACCEPTANCE

Customer acceptance section with fields for STORY COUNTY OF CUSTOMER, SIGNATURE (with handwritten name), TITLE (with handwritten 'VICE CHAIR Bd of Sups'), and ACCEPTANCE DATE (with handwritten '6/7/22').



MAP
Pool Billing Schedule

APPLICATION NO.
1694448

AGREEMENT NO.
1694448

Meter Reading Contact Person: Tim Patterson (tpatterson@storycountyia.gov)

Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

POOL 17 NAME: County Attorney copiers

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows include KONICA C450i and KONICA 300i.

Minimum Payment* \$ 269.04
Color Print Allowance 0
Excess Color Print Charge* \$ 0.035000
B&W Print Allowance 0
Excess B&W Print Charge* \$ 0.003500

POOL 18 NAME: County Attorney printers

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows include HP E55040DN, HP E50145DN, and HP E50145DN.

Minimum Payment* \$ 38.39
Color Print Allowance 0
Excess Color Print Charge* \$ 0.090000
B&W Print Allowance 0
Excess B&W Print Charge* \$ 0.010000

POOL 19 NAME: Animal Shelter copier

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row includes KONICA C250i.

Minimum Payment* \$ 54.46
Color Print Allowance 0
Excess Color Print Charge* \$ 0.035000
B&W Print Allowance 0
Excess B&W Print Charge* \$ 0.003500

POOL 20 NAME: Conservation Center copier

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows include KONICA C450i and KONICA C250i.

Minimum Payment* \$ 136.75
Color Print Allowance 0
Excess Color Print Charge* \$ 0.035000
B&W Print Allowance 0
Excess B&W Print Charge* \$ 0.003500

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

STORY COUNTY OF
CUSTOMER (as referenced above)

SIGNATURE: X [Handwritten Signature]

TITLE: Vice Chair, Bd of Supts
DATED: 6/7/22



MAP
Pool Billing Schedule

APPLICATION NO.
1694448

AGREEMENT NO.
1694448

Meter Reading Contact Person: Tim Patterson tpatterson@storycountyowa.gov

Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

POOL 21 NAME: Conservation Center printers

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: HP E47528F, CNCRP9X8DG, 2, 51. Row 2: HP E42540F, CNBRP953XH, na, 50.

Minimum Payment* \$ 31.64 plus applicable taxes. Color Print Allowance 0. Excess Color Print Charge* \$ 0.090000. B&W Print Allowance 0. Excess B&W Print Charge* \$ 0.010000.

POOL 22 NAME: Engineering Office copier

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: KONICA C250i, AA2M013007971, 10, 401.

Minimum Payment* \$ 54.46 plus applicable taxes. Color Print Allowance 0. Excess Color Print Charge* \$ 0.035000. B&W Print Allowance 0. Excess B&W Print Charge* \$ 0.003500.

POOL 23 NAME: Engineering Office printer

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: HP E50145DN, JPCC19TH7P, na, 42. Row 2: HP E47528F, CNCRP9XG7V, 4, 45.

Minimum Payment* \$ 28.36 plus applicable taxes. Color Print Allowance 0. Excess Color Print Charge* \$ 0.090000. B&W Print Allowance 0. Excess B&W Print Charge* \$ 0.010000.

POOL 24 NAME: E911 Services printer

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: HP E55040DN, JPBC1AHG55, 1, 42.

Minimum Payment* \$ 14.75 plus applicable taxes. Color Print Allowance 0. Excess Color Print Charge* \$ 0.090000. B&W Print Allowance 0. Excess B&W Print Charge* \$ 0.010000.

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

STORY COUNTY OF
CUSTOMER (as referenced above)

X [Signature]
SIGNATURE

TITLE Vice-Chair, Bd of Sups
DATED 6/7/22



**STORY COUNTY
BOARD OF SUPERVISORS**

**LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

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

DATE: June 2, 2022
TO: Board of Supervisors
SUBJECT: Request for Financial Support - Stepping Stones Childcare Center in Slater

I would propose that the board grant \$50,000 in financial support to assist the owners of Stepping Stones Childcare Center for development of a Childcare Center in Slater. This investment would be consistent with the public purpose doctrine as it:

- Promotes economic development – Chapter 15A, Code of Iowa. Would eventually create 30 jobs, not insignificant for a town the size of Slater. As well as providing jobs, the presence of a childcare center can assist in attracting housing development and other businesses. It also does not favor one business over another, as we do not know of any other proposals to develop a childcare center in Slater.
- Serves a public purpose – The Story County Community Health Assessment conducted in 2020 listed childcare as one of the top needs in the county and identified Slater as a “childcare desert.”

At a previous board meeting I mentioned a concern that providing a grant to a private business could in effect turn taxpayer funds into an eventual profit for a private business. I would have been more comfortable with a loan but understand that the SBA loan which the owner is applying for does not allow additional indebtedness (not even a forgivable loan would be allowed). The business owner has stated that she is amenable to the idea of “paying it forward” by providing for a slot or slots for customers who could not pay for childcare any other way.

I would request that the board’s approval, if granted, be conditioned as follows, consistent with public purpose and the need to provide affordable childcare services to residents of Story County:

In recognition of \$50,000 in financial assistance to assist in the development of the Stepping Stones Childcare Center in Slater, Provider will “pay it forward” by providing the equivalent of \$50,000 in a free or reduced-cost slot or slots in accordance with the following criteria:

- Provider will consider applicants who are not eligible for child care assistance through the Iowa Department of Human services.

- Provider will not discriminate against an applicant on the grounds of race, color, national origin, sex, age or disability
- Number of weeks provided to be based on average cost on Provider's sliding fee scale.

I would further recommend that a contract be developed by county staff.

Linda Murken, Board of Supervisors

APPROVED **DENIED**

Board Member Initials: LM

Meeting Date: 6/7/22

Follow-up action: _____

Work Orders:

Q2 2021, our numbers were:

Location	Work Orders	On-Call
Admin	139	1
Group Homes	94	1
McFarland Park	8	0
HSC	100	2
Jail	160	9
JC Courthouse Side	143	6
Animal Control	23	0
Engineer	25	0
West Ames Shed	1	0
Total	693	19

Q2 2022, our numbers are:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	147	142	2
Group Homes	37	41	2
Conservation	17	13	0
HSC	114	108	4
Jail	132	133	11
JC Courthouse Side	86	83	0
Animal Control	15	15	1
Engineer	20	18	0
Equip/Vehicles	24	26	0
West Ames Shed	0	0	0
Total	509	498	42

General Information: Facilities staff continues to be very busy taking care of the routine maintenance for all buildings, lawn care, and keeping all equipment and vehicles in good working condition.

- We currently have two open Maintenance Technician positions.
- Assisting Auditor's office in delivering voting equipment to 45 precincts.
- Three of our Maintenance Technicians have been trained and passed the course for our building automation system.
- Office staff have been working on training and inputting information for our new work order software. We hope to launch this July.
- We took 2.5 tons of old documents to Resource Recovery for demolition.

- We have been getting custodial staff trained on hard surface floor care and have been busy doing some of our large hard surface floor projects.

Administration Building:

- Constructed office for Human Resources Coordinator
- Moved Environmental Health into own office area, separate from Planning & Development
- Code update for all three elevators has been completed
- West parking lot sidewalk has been replaced

Animal Control:

- Working on securing the medication room
- Working on adding exterior cameras
- Added keyless entry to mechanical closet

Engineer's building:

- Nothing to report

Group Homes:

- All new flooring at Calhoun
- Replaced concrete on patio and back parking lot at Duluth

Human Services Center:

- Changing interior lights to LED on hold due to these LED lamps being unavailable. Currently investigating other options
- Front lobby flooring replaced
- Working on CICS transition
- Replaced ten windows on south side

Justice Center (Courtside):

- All network & unit control cabling completed
- 14 of 94 units have been replaced
- Ballistic sheeting in all courtrooms completed

Justice Center (Jail, Sheriff, & Jail Support)

- Nothing to report

McFarland Park:

- Nothing to report

**RESOLUTION NO. 22-94
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No.21-100 dated June 30, 2021 set appropriations by department for Fiscal Year 2022, and

WHEREAS, Resolution No.22-16 dated August 17, 2021 amended appropriations by department for Fiscal Year 2022, and

WHEREAS, Resolution No.22-29 dated October 5, 2021 amended appropriations by department for Fiscal Year 2022, and

WHEREAS, Resolution No.22-59 dated February 8, 2022 amended appropriations by department for Fiscal Year 2022, and

WHEREAS, Resolution No.22-91 dated May 31, 2022 amended appropriations by department for Fiscal Year 2022, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
99 – Countywide Serv	5,000		

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 7th day of June, 2022 and the Auditor is directed to correct her books accordingly.



Chairperson, Board of Supervisors

Attest: 

County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Lisa Heddens	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Linda Murken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON

Resolution 22-05-23

Return to & Prepared by Anna Henderson, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of McCallsburg, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

mm Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-291-8784 or 515-460-2700.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature] 6/7/22
Chairperson Date

City of McCallsburg

By: [Signature] 5-24-22
Mayor Date

ATTEST

[Signature] 6-7-22
Auditor Date

[Signature] 5-23-22
Clerk Date

Story County Animal Control

By: [Signature] 6/1/22
Animal Control Director Date

Return to & Prepared by Anna Henderson, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Roland, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

gm Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-291-4894.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature] 6/7/22
Chairperson Date

City of Roland

By: [Signature] 5/17/22
Mayor Date

ATTEST

[Signature] 6-7-22
Auditor Date

[Signature] 5.19.22
Clerk Date

Story County Animal Control

By: [Signature] 6/1/22
Animal Control Director Date



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyia.gov

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Amelia Schoeneman, Planning and Development Director
RE: Proposed amendments to the Story County Land Development Regulations Chapter 85—General Provisions and Definitions, Chapter 91—Exceptions, Modifications, and Nonconforming Uses, Chapter 92—Administration, and Chapter 93—Planning and Development Infractions
MEETING: June 7, 2022

Background

At the May 31, 2022, meeting the Board of Supervisors approved Ordinance 304 on first consideration, as presented by staff, with two changes. The changes include removing the reference to the Ames Urban Fringe Plan in 92.06 (page 55) to instead require that rezonings are compatible with the C2C Plan and land use plans adopted as components. The other change removed the term handicap from the proposed setback exception under 91.01 (page 50) for ramps or other structures to provide access due to a disability. Both changes have been incorporated into the ordinance before the Board for second consideration.

Recommendation

Staff recommends the Story County Board of Supervisors approves Ordinance 304, amending Chapters 85, 91, 92, and 93 of the Story County Land Development Regulations, of the Story County Code of Ordinances, as presented on second consideration and waives third consideration.



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Trae Meyer, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

**Please return to:
Planning & Development**

**STORY COUNTY IOWA
ORDINANCE NO. 304
AN ORDINANCE AMENDING CHAPTER 85.08 – DEFINITIONS, CHAPTER 91 –
EXCEPTIONS, MODIFICATIONS AND NONCONFORMING USES, CHAPTER 92–
ADMINISTRATION, AND CHAPTER 93 – PLANNING AND DEVELOPMENT INFRACTIONS OF
THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY
CODE OF ORDINANCES.**

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

Section 1. Purpose. An Ordinance amending Chapter 85.08 - Definitions, Chapter 91 – Exceptions, Modifications and Nonconforming Uses, Chapter 92 – Administration, and Chapter 93 – Planning and Development Infractions, as follows, to update numerous definitions, nonconforming use standards, and clarify exceptions to the code and the permitting process.

Section 2. Proposed Amendments. The amendments are as shown in Attachments A-D of this ordinance and are summarized below.

Chapter 85.08: Definitions

Numerous definitions were amended for clarification or added, including to family, household unit, adult uses, sexually oriented business, dwelling, convenience store, grocery store, neighborhood shopping center, private stable, drag strip, indoor recreation facility, publicly dedicated street, warehouse, vision triangle, wholesale, corner yard, and rear lot line.

Chapter 91: Exceptions, Modifications, and Nonconforming Uses

- Added interpretation section for conflicting requirements.
- Added clarification for maintaining legally established lot of record status.

- Amended the provision that covered/uncovered stoops over a certain size will require a zoning permit but may project into a required setback by a certain amount.
- Added that any addition to a structure that is intended to give reasonable accommodation for a developmentally disabled individual are exempt from bulk district requirements (setbacks).
- Added an exception for accessory structures on skids and under 100 square feet from rear and side setback requirements.
- Added additional time allowances and requirements for when the reconstruction of a nonconforming structure can occur.
- Clarified the nonconforming use of structures and removed the nonconforming use of land and structure in combination provisions. The standards for nonconforming uses of land and nonconforming uses of structures can be applied separately.

92: Administration

- Adjusted the language in the variance section to express that variances shall not have the intent of nullifying the Code of Ordinances and shall not be granted in the vision triangle of street intersections.
- Clarified that the Board of Adjustment does not have to concur with staff's findings and in those cases must adopt its own findings of fact.
- Clarified that any rezoning that is not compatible with the C2C plan must also propose an amendment to the C2C plan, and the C2C plan amendment must be approved prior to requesting the rezoning.
- Clarified that the standard that rezonings conform to the comprehensive plan includes adopted components of the plan, including other land use plans.
- Added processes for both required inspections and the issuance of permits.
- Clarified the permit extension process.

93: Planning and Development Infractions

- Changed issuance of citation to show the employee will issue one copy of the citation to the violator as opposed to two.

Section 3. Repealer. All ordinances or parts, of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

Action upon FIRST Consideration: Approval

DATE: May 31, 2022

Moved by: Murken

Seconded by: Heddens
Voting Aye: Murken, Heddens, Faisal
Voting Nay: none
Not Voting: none
Absent: none

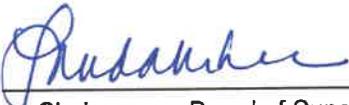
Action upon **SECOND** Consideration: Approved
DATE: June 7, 2022

Moved by: Faisal
Seconded by: Heddens
Voting Aye: Faisal, Heddens, Murken
Voting Nay: none
Not Voting: none
Absent: none

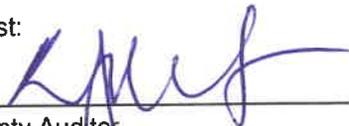
Action upon **THIRD** Consideration: Waived
DATE: June 14, 2022

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Not Voting: _____
Absent: _____

ADOPTED THIS 7th day of June, 2022.

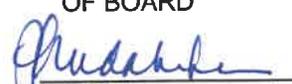


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL FOR ALLOWANCE
Latifah Faisal Yea Nay ___ Absent ___
Lisa Heddens Yea Nay ___ Absent ___
Linda Murken Yea Nay ___ Absent ___

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0


CHAIRPERSON
Above tabulation made by 

Attachment A—Chapter 85.08—Definitions

1. “Abutting” means adjacent to and sharing common property lines (including a single point of tangency), but not including properties separated by a road or road right-of-way or a publicly dedicated and approved easement. Abutting may equate to “adjoining” or “contiguous”. (See Figure 1)

(Ordinance No. 152)

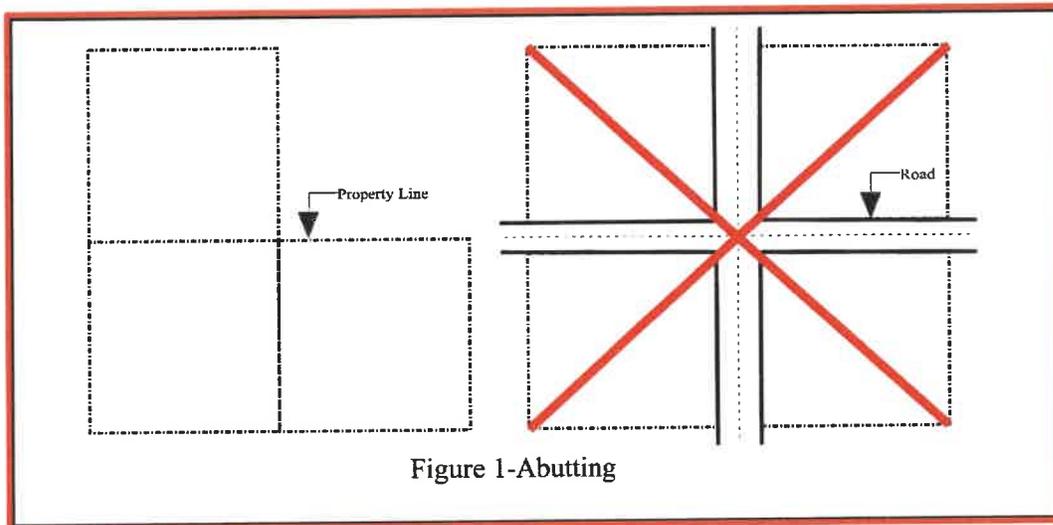


Figure 1-Abutting

Figure 1 - Abutting

2. “Accessory use” means a use on the same lot, parcel, or tract with, and of a nature customarily incidental and subordinate to, the principal use or structure.

(Ordinance No. 184) (Ordinance No. 192)

3. “Accessory structure” (building) means a structure detached from a principal building located on the same lot, parcel, or tract and customarily incidental and subordinate to the principal building or use. (See Figure 123)

(Ordinance No. 184) (Ordinance No. 192)

4. “Acquisition plat” means the graphical representation of the division of land or rights in land, created as the result of a conveyance or condemnation for right-of-way purposes by an agency of the government or other persons having the power of eminent domain.

6. “Adjacent” means sharing a common boundary or property line(s), including properties separated by a road or road right-of-way or a publicly dedicated and approved easement.

~~5. “Adult bookstore” means an establishment that has at least 50 percent of its stock in books, magazines or other periodicals, and paraphernalia and which excludes minors by virtue of age.~~

(Ordinance No. 192)

~~6. “Adult establishment or cabaret” means an establishment or cabaret that features exotic dancers, strippers, male or female impersonators, or similar entertainers and which excludes minors by virtue of age.~~

~~7. “Affiliate,” when used in relation to an operator, means another person who directly or indirectly owns or controls, or is controlled by, or is under common ownership or common control with the operator, or an operator’s principal partners, shareholders, or owners of some other ownership interest.~~

~~8. “Aggregated projects” are those which are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also included as part of the aggregated project.~~

(Ordinance No. 152)

9. “Agricultural land classification” means the following agricultural land classifications, determined from the Land Evaluation and Site Assessment (LESA) System as adopted for Story County, Iowa, and hereby established:

Table 85-1 – Land Classifications

LAND CLASSIFICATIONS	SA	LESA
“Low” Agricultural Value	0-172	0-221
“Moderate” Agricultural Value	173-188	222-266
“High” Agricultural Value	189-200	267-300

It is the intent of the Ordinance that land scoring 267-300 points on the LESA System is strongly encouraged for retention in agricultural use and/or non-agricultural development is strongly discouraged. It is the further intent of the Ordinance that the A-R, R-1, R-2, RMH, C-LI, and HI Districts shall not be established on land scoring 267-300 points on the LESA System.

(Ordinance No. 208)

7. “Agriculture – crop production” means the raising and harvesting of the following, including (but not limited to) crops, vegetables and melons; orchards; deciduous and evergreen tree farms; sod farms and other horticultural specialties such as bedding plants, bulbs, and flowers grown under cover or outdoors.

8. “Agriculture – livestock production” means livestock production uses, including (but not limited to) pasture land or production facilities, either isolated or in conjunction with a farmstead, for the keeping, grazing or feeding of commercial livestock for the sale of livestock or livestock products or for the sale of or products from animal specialties such as bees, fur-bearing animals and fish.

(Ordinance No. 298)

9. “Aliquot part” means a fractional part of a section within the United States public land survey system. Only the fractional parts one-half, one-quarter, one-half of one-quarter, or one-quarter of one-quarter shall be considered an aliquot part of a section.

10. “Anchor” means a mechanical system that is designed to secure a temporary structure, shipping container, mobile home, or any other type of manufactured housing to the ground.

11. “Antenna” (antenna mounts) means any structure or device used to collect or radiate electromagnetic waves, including both directional antennas, such as panels, microwave dishes, and omnidirectional antennas, such as whips, but not including satellite earth stations.

~~15. “Antenna height” means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height. (See Figure 10)~~

(Ordinance No. 215)

12. “Applicant” means a person submitting an application for development, subdivision, permit, or other required approval under the Ordinance. Applicant includes the owner of the property subject to the application or any person designated in writing by the owner to represent them ~~him or her~~.

(Ordinance No. 184)

13. “Apiary” means the assembly of one or more colonies of bees at a single location.

(Ordinance No. 298)

14. “Area, gross lot” means the entire area of a lot, parcel, or tract, often expressed in acres or square feet. (See Figure 34)

(Ordinance No. 192)

15. “Area, net lot” means the gross area of a lot, parcel, or tract less that area comprised of public easements or rights-of-way. (See Figure 34)

(Ordinance No. 192)

16. “Assessment Property Record Card” means the official listing of a parcel, land, and improvements by the Story County Assessor’s Office.

17. “Auditor’s plat” means a subdivision plat required by either the auditor or the assessor, prepared by a surveyor under the direction of the auditor.

(Ordinance No. 208)

18. “Bed and breakfast home” means an accessory use of a single-family dwelling ~~residence~~ for the accommodation of overnight guests, which such use is permitted through a home business permit addressing those standards for approval as well as the following: accommodations must be in the family home that the host/hostess is in residence; accommodations are limited to a

maximum of two families at any one time; food shall be served only to overnight guests and not to the general public; upon arrival, guests shall register with the host/hostess their names, address, and license plate number of the vehicle being used by the guests and such records kept for a period of three years and be available for examination by Story County officials upon request; and other local and State regulations regarding any related permits and licenses are the responsibility of the applicant.

(Ordinance No. 192)

19. “Berm” means a mound of earth used to shield, screen, or buffer undesirable views and to separate incompatible land uses.

(Ordinance No. 152)

20. “Best management practices” (BMPs) means any structural or non-structural measure designed to protect water quality, control water quantity, and to prevent new pollution. Non-structural measures include schedules of activities, prohibitions of practices, maintenance procedures, treatment requirements, operating procedures, and other management practices to control site runoff, spillage or leaks, sludge or waste disposal, drainage from raw material storage, or measures that otherwise prevent or reduce the pollutant loading of receiving waters.

(Ord. 285 – Jan. 20 Supp.)

21. “Best management practices, erosion control” means BMPs that are designed to intercept precipitation and prevent movement of soil particles. Erosion control BMPs may include staging construction work, minimizing total area disturbed, protecting existing vegetation, and temporarily or permanently stabilizing disturbed areas.

(Ord. 285 – Jan. 20 Supp.)

22. “Best management practices, sediment control” means BMPs that are designed to capture soil particles after they have been dislodged and are carried from the site. Products designed for this may include silt fences, filter socks, filter berms, wattles, sediment basins, sediment traps, inlet protection, flocculants, floating silt curtains and other practices identified in the Iowa Statewide Urban Design and Specifications (SUDAS) Design Manual Chapter 7 Erosion and Sediment Control or other professionally accepted BMPs.

(Ord. 285 – Jan. 20 Supp.)

23. “Best management practices, stormwater management” means the use of BMPs that are designed to reduce stormwater runoff, runoff pollutant loads, discharge volumes, and peak flow discharge rates. Practices may include those identified in the Iowa Stormwater Management Manual or other professionally accepted BMPs.

(Ord. 285 – Jan. 20 Supp.)

24. “Block” means an area of land in a development clearly defined by roads, natural features, railroads, or other barriers to development.

25. “Board” means the Story County Board of Supervisors.

(Ordinance No. 184)

26. “Board of Adjustment” (BOA) means the Story County Board of Adjustment.

(Ordinance No. 184)

~~29. “Boarding or lodging house” means a building other than a hotel or motel, occupied as a single housekeeping unit, where lodging or meals are provided for three or more, but not exceeding eight, persons for compensation, but not for public or transient use.~~

27. “Buffer” means an area of land and/or a vegetative area of desirable trees, shrubs, and herbaceous plants that exists and/or is established to separate different land uses or mitigate a risk associated with land use or structure.

(Ord. 285 – Jan. 20 Supp.)

28. “Build” means to move, erect, convert, enlarge, reconstruct, or structurally alter a building or structure.

(Ordinance No. 152)

~~29. “Building” means any structure having a roof supported by walls or by columns designed or intended for enclosure, shelter, or housing of persons, animals, or chattels. When any portion thereof is separated by party walls without windows, doors, or other opening, each portion so separated shall be deemed a separate building, except residence dwellings.~~

“Building” means any structure that has a roof that is supported by walls or by columns.

30. “Building sign” means any sign supported by or attached to any building. Depending on how a building sign is designed, scaled, and/or positioned, a building sign may be an external or internal sign.

31. “Bulk plant” means that portion of property where flammable liquids or gases are received by pipeline, tank cars, or tank vehicles and are stored in bulk above the ground for the purpose of distributing such liquids or gases, by tank vehicle, pipeline tank car or container where the aggregate capacity of all storage on the property exceeds 6,000 gallons.

32. “Cabin, commercial” means a building with walls, a roof, and an entrance used for temporary overnight lodging at a commercial campground. A cabin shall not be considered a dwelling.

(Ordinance No. 269)

33. “Caliper” means the diameter of a tree measured six inches above the ground, if up to a four-inch caliper. For a larger caliper, the measurement is made 12 inches above the ground.

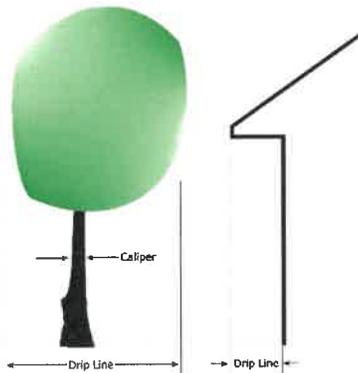


Figure 2 – Caliper and Drip Line

34. “Caretaker” means ~~an employee~~ person who shall ~~must~~ be on the property for a substantial portion of each day for security purposes for vital care of people, plants, animals, equipment, or other conditions of the site, and who does not have an ownership in the property.

(Ordinance No. 155)

35. “Change of in use” means any use that substantially differs from the previous use of a building or land ~~in which the new use requires, but is not limited to,~~ A site plan showing additional parking, landscaping, screening, buffering, storm water management, signage, or any other changes to the site may be required. A change in use permit may be issued by the Planning and Development Director or their designee. Site plan approval by the Board of Supervisors may also be required.

37. “Channel protection volume” means managing the volume of runoff generated by a 1-year, 24-hour duration storm event by capturing the runoff volume and slowly releasing it over a period of no less than 24-hours to prevent habitat degradation and erosion that may cause downstream enlargement and incision due to increased frequency of bank-full and near-bank-full flows. See the Iowa Stormwater Management Manual for details on calculating the channel protection volume.

(Ord. 285 – Jan. 20 Supp.)

38. “Child care center” means a facility providing child care or preschool services for children that is licensed as a child care center by the Iowa Department of Human Services (DHS) and for seven or more children, except when the facility is registered as a child development home as defined in Chapter 237A of the Code of Iowa, as amended.

(Ordinance No. 192)

39. “Child care home, in-home day care” means a person or a program located in a single-family dwelling, providing child care and includes child development homes and child care homes as defined by Iowa Department of Human Services (DHS). ~~to six or fewer children at any one time, operating only between the hours of 6:00 a.m. and 10:00 p.m.~~

(Ordinance No. 184) (Ordinance No. 192)

~~—42. “Church” means a building or structure, or groups of buildings or structures, that by design and construction are primarily intended for conducting organized religious services and~~

associated accessory uses.—

(Ordinance No. 184)

40. “Co-location” means locating communications equipment for more than one provider on a single site.

(Ordinance No. 215)

41. “Colony” means an aggregate of bees consisting of workers, and at times a queen, drones, brood, combs and honey.

(Ordinance No. 298)

42. “Commercial livestock” means cattle, sheep, swine, goats, rabbits, poultry, or any other animal which is produced or kept primarily for food or other commodity production, or for weed management. Horses shall be considered livestock for the purpose of this regulation.

(Ordinance No. 298)

43. “Commercial Solar Energy System (C-SES)” means a solar energy generation facility, solar collection system, or area of land comprised of a solar energy device, array of devices, or structural design feature, principally used to provide for the generation of energy distributed into the electrical grid and not intended to primarily reduce on-site consumption of utility power.

(Ordinance No. 249)

44. “Commercial Wind Energy Conversion System (C-WECS)” means a WECS of equal to or greater than 100 kW in total name plate generating capacity.

(Ordinance No. 152) (Ordinance No. 208)

45. “Commission” means the Story County Planning and Zoning Development Commission.

46. “Common Development Plan” means a contiguous area where multiple separate and/or distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur or are proposed.

(Ord. 285 – Jan. 20 Supp.)

47. “Common open space” means undeveloped land within a ~~development subdivision~~ that has been designated, dedicated, reserved, or restricted in perpetuity from further development and is set aside for the use and enjoyment by residents of the development. Common open space shall not be part of individual residential lots. It shall be substantially free of structures, but may contain historic structures and archaeological sites including ~~Native American~~ Indian mounds, and/or such recreational facilities for residents as indicated on the approved development plan.

48. “Common sewer system” means a central sewer collecting system available to each platted lot and discharging into a treatment facility, ~~T~~ the construction and location of which is approved by the Story County Environmental Health Department and/or the State Board of

Health.

(Ordinance No. 215)

49. “Common water system” means a central water supply system available to each platted lot from one single source approved by the Story County Environmental Health Department.

(Ordinance No. 215)

50. “Communication tower/facility” means a tower or antenna, whether guyed or of monopole or lattice-type design, or equipment and associated facilities constructed to transmit or receive signals for the purpose of providing communication services for commercial use. This definition includes, but is not limited to, radio, television, cellular, PCS, telephone, and microwave towers.

51. “Compaction” means the process by which the soil grains are rearranged to decrease void space and bring the grains into closer contact with one another and thereby increase the weight of solid material per cubic foot and decrease permeability.

(Ord. 285 – Jan. 20 Supp.)

52. “Concentrated flow” means flow that gains speed and increases depth, forming small channels. There are two types of concentrated flow: shallow concentrated flow and channelized flow. Shallow concentrated flow forms small channels of water, from several inches to a foot in width. As these small rills of water come together, they form streams and eventually rivers; this is channelized flow.

(Ord. 285 – Jan. 20 Supp.)

53. “Concentrated solar power system” (CSP) means systems that use mirrors to reflect and concentrate sunlight onto receivers that collect solar energy and convert it to heat. This thermal energy can then be used to produce electricity via a steam turbine or heat engine that drives a generator. The energy is distributed into the electrical grid.

(Ordinance No. 249)

54. “Conditional use permit” means a permit issued for a use specified in these regulations identifying specific conditions, limitations, or restrictions, and which is subject to review for approval or denial by the Board of Adjustment.

(Ordinance No. 152)

55. “Conservation subdivision” means a housing development in a rural setting that is characterized by compact lots and common open space, and where the natural features of the land are maintained to the greatest extent possible.

56. “Contiguous” means having a common border or being separated from such common border by an alley, easement, or other publicly dedicated and approved easement and/or roads.

57. “Construction site” means a site or common plan of development or sale on which construction activity, including clearing, grading, and excavating, results in soil disturbance. A construction site is considered one site if all areas of the site are contiguous with one another and one entity owns all areas of the site.

(Ord. 285 – Jan. 20 Supp.)

58. “Convenience store” means a retail store generally containing less than ~~2,500~~ 5,000 square feet of gross floor area designed and stocked to sell primarily food, beverages, and other household supplies to customers. It is designed to attract a large volume of stop-and-go traffic.

59. “Conveyance” means an instrument filed with the Story County Recorder as evidence of the transfer of title to land, including any form of deed or contract.

60. “Corn suitability rating” (CSR) means the corn suitability rating provides an index for ranking the suitability for row crop production in Iowa. Corn suitability ratings range from 5 to 100, with 100 reserved for those soils: (i) located in areas of most favorable weather conditions for Iowa; (ii) that have high yield potential; and (iii) that can be continuously row cropped. (A description of the CSR system, including CSR estimates for various soil types, may be found in the *Story County Soil Survey Report Supplement*, June 1984.)

~~—62. “Correction plat” means a correction to a recorded plat where the purpose of the correction is to rectify any technical error on the plat. Any corrections made must be consistent with the approved preliminary plat.~~

61. “County” means Story County, Iowa.

(Ordinance No. 184)

62. “Cumulative sign area” means the sum of the area of all signs of a given type on any one lot, parcel, or tract of land.

(Ordinance No. 192)

63. “Curve Number (CN)” means an index for use in runoff prediction models that represents the runoff potential from a storm event for a specific land area. Curve numbers range from zero to 100, with a smaller curve number representing low runoff potential and a higher curve number representing high runoff potential. The factors combined to determine the curve number include Hydrologic Soil Group (HSG); cover type, such as pavement, grass, bare soil, etc.; treatment or a modification of cover type based on the management of the cover, such as contouring of agricultural lands, or mowing of urban parks; and hydrologic condition, representing the condition of cover type, including the density of plantings or degree of surface roughness. For the pre-development curve number to use in stormwater design calculations, see the definition of pre-settlement condition.

(Ord. 285 – Jan. 20 Supp.)

64. “Deck” means an exterior floor supported on at least two opposing sides by an adjacent structure, and/or posts, piers or other independent supports.

(Ordinance No. 152)

65. “Deck, freestanding” means a deck supported entirely by its own structure.

66. “Development” means any manmade change to improved or unimproved real estate including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

(Ord. 285 – Jan. 20 Supp.)

67. “Development agreement” means an agreement between the applicant and Story County that specifies the terms and conditions of improvements required with a subdivision.

68. “Development envelope” means areas within which grading, lawns, pavement, and buildings will be located.

69. “Development lot” means a lot on an approved plat designed and intended to be utilized for a principal permitted use or approved conditional use in the applicable zone district. “Development lot” does not include lots designed for or restricted to solely agricultural or open space uses.

70. “Direct light” means light emitted directly from the lamp, off of the reflector or reflector diffuser, or through the refractor or diffuser lens, of a luminaire.

71. “Director” means the person appointed by the Board of Supervisors to head the Planning and Development Department, including those persons designated by the Director to act in their ~~his/her~~ place.

(Ordinance No. 208)

72. “District” means an area or areas for which the district regulations governing the use of buildings and land or lot area and height of buildings are uniform.

73. “Disturbance, land” means actions taken to alter the existing vegetation and/or underlying soil of a site, such as clearing, grading, site preparation (e.g., excavating, cutting, and filling), soil compaction, and movement and stockpiling of topsoil.

(Ord. 285 – Jan. 20 Supp.)

74. “Division” means dividing a lot, parcel, or tract of land into two parcels of land by conveyance. The conveyance of an easement, other than a public highway easement, shall not be considered a division for the purpose of the Ordinance.

*(Ordinance
No. 192)*

75. “Dock” means a structure built over or floating upon the water and used as a landing place for boats and other marine transportation, or for fishing, swimming, or other recreational uses.

(Ordinance No. 192)

76. “Downstream Hydrologic Analysis” means an analysis performed to determine if there are any additional impacts in terms of peak flow increase or downstream flooding while meeting overbank and extreme flooding design. Such an analysis is recommended for larger sites (i.e., greater than 50 acres) to size facilities in the context of a larger watershed. The analysis is performed at the outlet(s) of the site, and downstream at each tributary junction to the point(s) in the conveyance system where the area of the portion of the site draining into the system is less than or equal to 10% of the total drainage area and in accordance with the Iowa Stormwater

77. “Drag-strip” means a facility for motor vehicle races, including closed course, straightaway, or acceleration runs. This definition includes, but is not limited to, go-cart tracks, or commercial racing facilities.

78. “Drip-line” means an area around the trunk of a tree that generally includes the spread of tree branches and also those areas around a structure beneath the roof overhang. (See Figure 2)
(Ordinance No. 192)

79. “Driveway” means a private access road, the use of which is limited to persons residing, owning, employed with, or otherwise visiting the lot, parcel, or tract in which it is located.
(Ordinance No. 192)

~~81. “Dwelling” means any building or portion thereof which is designed or used exclusively for residential purposes but not including a tent, cabin, trailer or mobile home (except when a mobile home has been converted to real estate by destruction of the vehicular frame; attaching the mobile home to a permanent foundation; and notifying the Story County Assessor, who shall inspect for compliance and collect mobile home vehicle title from the owner and enter the property upon the tax roll).~~
(Ordinance No. 184)

80. “Dwelling, multiple” means a residence arranged, designed, and occupied or intended to be occupied, designed for or occupied by three or more household units families, with separate dwelling units housekeeping and cooking facilities for each. This term also includes family homes with three or more dwelling units.

81. “Dwelling, non-farm” means any dwelling which is not an exempt farm house in accordance with Chapter 335, Code of Iowa, as amended.
(Ordinance No. 192)

82. “Dwelling, single-family” means a detached residence arranged, designed, and occupied or intended to be occupied, designed for or occupied by one household unit family only and with one dwelling unit only. The term includes manufactured homes when placed on permanent foundations, and converted to real property and taxed as a site-built dwelling as provided by law. This term also includes family homes with one dwelling unit only.

83. “Dwelling, two-family” means a residence arranged, designed, and occupied, or intended to be occupied, designed for or occupied by two household units families only, with two separate dwelling units separate housekeeping and cooking facilities for each. This term also includes family homes with two dwelling units only.

84. “Dwelling unit” means any building, or portion thereof, including a room or a group of rooms, which are arranged, designed, or and occupied or intended to be occupied, used as living quarters for the occupancy of one family containing bathroom and/or kitchen facilities, for residential purposes containing bathroom, kitchen, and sleeping facilities and occupied by one

household unit. This does not include a tent, trailer, or mobile home (except when a mobile home has been converted to real estate by destruction of the vehicular frame; attaching the mobile home to a permanent foundation; and notifying the Story County Assessor, who shall inspect for compliance and collect mobile home vehicle title from the owner and enter the property upon the tax roll). Multiple dwelling units shall exist if there is more than one meter for any utility or more than one address to the dwelling unit. Multiple dwelling units may exist if there is more than one full kitchen and/or a lockable, physical separation between rooms within the dwelling unit or separate entrances including attached garage entries and walkout basement entries such that a room or rooms on each side of the separation could be used as a dwelling unit.

85. “Easement” means a legal interest in land, as defined in a document recorded in the office of the Story County Recorder, granted by the owner to another person or entity, which allows that person or entity the use of all or a portion of the owner’s land, generally for a stated purpose, including, but not limited to, access or placement of utilities. (See Figure 34)

(Ordinance No. 152) (Ordinance No. 184) (Ordinance No. 192)

86. “Easement, conservation” means the grant of a property right or interest from the property owner to a unit of government or nonprofit conservation organization stipulating that the described land shall remain in its natural, scenic, open or wooded state, precluding future or additional development.

(Ordinance No. 184)

87. “Easement, public” means an easement granted to and accepted by a governmental entity for use by the general public.

~~90. “Elder family home” means a private household as defined by Chapter 335.31, Code of Iowa, as amended, owned by a responsible party offering a social living arrangement for at least two but not more than five persons, the majority of whom are elders, who are not related within the third degree of consanguinity and who are not able or willing to adequately maintain themselves in an independent living arrangement, but who are essentially capable of physical self care. An elder family home shall be registered in accordance with Section 231A.2, Code of Iowa, as amended.~~

(Ordinance No. 192)

~~91. “Electronic display screen” means a sign, or portion of a sign, that displays an electronic image or video, which may or may not include text. This definition includes television screens, plasma screens, digital screens, flat screens, LED screens, video boards, and holographic displays.~~

(Ordinance No. 184)

88. “Electronic message center” means any sign or portion of a sign that uses changing lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes.

(Ordinance No. 184)

89. “Environmentally sensitive area” means areas including wetlands, lakes, reservoirs, streams, steep slopes, archaeological resources, native prairie, native savanna and other areas

deemed sensitive by the Story County Conservation Board and/or the Countywide Watershed Assessment. These areas may be mapped as Natural Resource Areas on the C2C Future Land Use Map or as Environmentally Sensitive Areas on the Ames Urban Fringe Plan Land Use Framework Map, and other areas as identified on the Restoration and Protection maps available on the Story County website under watershed planning.

(Ord. 285 – Jan. 20 Supp.)

90. “Existing resources inventory” means a map or a series of maps, or in a digital format, drawn at a scale of one inch equals 100 feet, indicating the locations of all naturally occurring resources on a property and showing the relationship of the subject property to naturally occurring resources existing within 1,000 feet of the site.

(Ordinance No. 184)

91. “External sign” means any sign primarily designed, scaled, and/or positioned to convey commercial or non-commercial information or messages beyond the bounds of the property on which the sign is located.

92. “Extreme flood protection” means managing the effects of the 100-year, 24-hour storm event on the stormwater management system, boundaries of the 100-year floodplain, adjacent property, and downstream facilities and property through detention controls and/or floodplain management. See the Iowa Stormwater Management Manual for details on the calculation of the rate.

(Ord. 285 – Jan. 20 Supp.)

93. “FAA” means Federal Aviation Administration.

94. “Factory-built home” means any structure, designed for residential use, which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly, on a building site. For the purpose of the Ordinance, a factory-built home includes mobile homes, manufactured homes, and modular homes, and also includes recreational vehicles that are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

(Ordinance No. 184) (Ordinance No. 192)

95. “Factory-built structure” means any structure which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation, or assembly and installation on a building site. Factory-built structure includes the terms mobile home and manufactured home.

~~—100. “Fall zone” means the area, defined as the furthest distance from the tower base, in which a guyed tower will collapse in the event of a structural failure. This area is less than the total height of the structure.—~~

(Ordinance No. 152)

~~—101. “Family” means an individual, or two or more persons related to one another by blood, marriage, or legal adoption, including foster children and not more than two roomers; or in the alternative, not more than three unrelated persons.—~~

96. "Family home" means any community-based residential home that is licensed as a residential care facility under Chapter 135C, *Code of Iowa*, as amended, or as a child foster care facility under Chapter 237, *Code of Iowa*, as amended, to provide room and board, personal care, habilitation services, and supervision in a family environment exclusively for persons who are ~~not more than eight~~ developmentally disabled, elderly, or those that have a mental health condition and any necessary support personnel. However, family home does not mean an individual foster care family home licensed under Chapter 237, *Code of Iowa*, as amended. A family home also means those known as an elder group home as defined by Chapter 231B, Code of Iowa, and a home for persons with disabilities as defined by Chapter 504C, Code of Iowa, as amended.

(Ordinance No. 192) (Ordinance No. 208)

97. "Farm, agritourism" means a farm, accessory to crop and/or livestock production, that offers services, products, or experiences, whether seasonal or not, available to the public on-site which are uniquely tied to the heritage or current practice of agriculture in Iowa such that the agricultural setting, crop production, and/or livestock production conducted on the property is indispensable to the activity or product proposed, including (but not limited to): tours, demonstrations, petting zoos and the like, and retail sales of fruits, vegetables, pumpkins and melons, berries, trees, or other agricultural crops. This definition is not applicable to those structures or uses determined to be agriculturally exempt from County zoning authority according to Chapter 335 of the *Code of Iowa*, as amended.

(Ordinance No. 192) (Ordinance No. 253)

98. "Farmstead" means a combination of structures, with dwelling, yards, windbreaks, well and other improvements which are held and operated in conjunction with agricultural crop and/or livestock production. An existing farmstead shall be defined as: the combination of farm dwelling and any farm accessory buildings, well, or windbreak plantings used or previously used and occupied by a person or family employed, fully or partially, in the agricultural pursuits of the farm on which it is located. To qualify as an existing farmstead for the purpose of being severed from the farm the following minimum criteria must all be met:

- A. The farm dwelling shall have been constructed prior to June 30, 1977.
- B. The farmstead shall not have been converted to crop production.
- C. Minimum evidence of the farmstead's existence shall include:
 - (1) Previous tax records establishing existence of the farm dwelling; or
 - (2) Existence of 75 percent of the farm dwelling's foundation; or
 - (3) Conclusive evidence from aerial photographs of the dwellings existence.

99. "FCC" means the Federal Communications Commission.

100. "Feeder line" means any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the electric power grid, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the WECS.

(Ordinance No. 152)

101. "Fence" means an artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

102. “Fixture” means the assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor or lens.

103. ~~109.~~ “Foundation location inspection” means inspection of a structure’s setbacks from property lines after forms have been placed, prior to the pouring of concrete or similar materials. In the case of uses without a foundation, such as co-locations and similar uses, the foundation location inspection is scheduled prior to completing any site improvements, and may require the applicant to flag (or by some other means) define the area of proposed improvements.
(Ordinance No. 192)

~~110.~~ “Fraternity or sorority house” means a building other than a hotel which is arranged, intended, or designed to be occupied as a residence for a club or more than five members there residing as established under the provisions of Section 504A, *Code of Iowa*, as amended.
(Ordinance No. 192)

104. “Frontage” means that width of the side of the lot, parcel, or tract abutting the public right-of-way; the front lot line.
(Ordinance No. 184) (Ordinance No. 192)

105. “Fully shielded lights” means outdoor light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by a photometric test report. *(See Figure 3)*

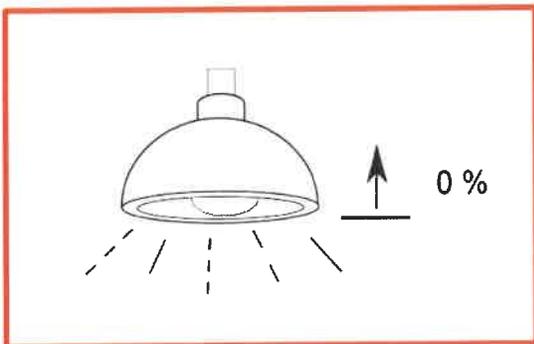


Figure 3 – Fully shielded lights

106. “Glare” means direct light emitted from a luminaire with intensity great enough to cause visual discomfort, eye fatigue, a reduction in a viewer’s ability to see, or in extreme cases, momentary blindness.
(Ordinance No. 192)

107. “Golf course” means a lot, parcel, or tract of land laid out for at least nine holes for playing the game of golf, whether public or private, and improved with tees, greens, fairways, and other game related hazards within which the area is not artificially illuminated. A golf course may include a clubhouse, restrooms, driving range, pitch-and-putt practice range, and shelters as accessory uses, but excludes miniature golf courses. The clubhouse may provide additional

services customarily furnished such as swimming and related retail sales that may include a restaurant and cocktail lounge if approved as part of the required conditional use permit.

(Ordinance No. 192)

108. “Governing body” means a city council or the board of supervisors, within whose jurisdiction the land is located, which has adopted ordinances regulating land use.

(Ordinance No. 208)

109. “Government lot” means a tract, within a section, which is normally described by a lot number as represented and identified on the township plat of the United States public land survey system.

110. “Grade, finished” means the lowest point of elevation of the existing surface of the ground, within the area between the structure and a line five feet from the structure.

(Ordinance No. 192) (Ordinance No. 208)

111. “Grading permit” means a permit issued by the Planning and Development Director or designee after review of an application for development permit granting preliminary approval to begin to perform earthwork and/or grading work on a property.

112. “Gross floor area” means the sum of the gross horizontal area of floors of a building, including interior balconies and mezzanines. All horizontal dimensions are to be between the exterior faces of walls.

113. “Ground clearance” means the distance between the ground and the lowest point or a blade tip of a wind turbine. (See Figure 142)

(Ordinance No. 184)

114. “Grocery store, supermarket” means a market that generally contains less than 10,000 square feet of floor area devoted principally to the sale of food, beverages, and other household supplies to customers.

115. “Ground-mounted system” means a solar energy system mounted on a rack or pole that rests or is attached to the ground. Ground-mount systems can be either accessory or principal uses.

(Ordinance No. 249)

116. “Groundwater” means the supply of freshwater under the surface in an aquifer or geologic formation that forms the natural reservoir for potable water.

(Ordinance No. 184)

117. “Guyed tower” means a communications tower that is supported, in whole or in part, by guy wires and ground anchors. (See Figure 10)

118. “Height, structure” means the vertical distance of a structure measured from the average elevation of the finished grade lying 15 feet from the structure to the highest point of the roof or parapet, for flat roofs, or the mid-point between the eaves and the ridge, for sloped roofs.

119. “Height, tower” means the distance measured from the finished grade to the highest point on the tower or other structure, including the base pad and any antenna, in reference to a tower or other structure. (See Figure 10)

120. “Historic structure” means any structure that is:

A. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing in the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either: an approved State program as determined by the Secretary of the Interior; or directly by the Secretary of the Interior in states without approved programs.

121. “Hive” means a constructed receptacle inhabited by a colony of bees.

(Ordinance No. 298)

122. “Home business permit” means permitted use of limited commercial activity accessory to a dwelling in a designated district when in conformance with the standards for approval set forth in the Ordinance. A home business is allowable only on a lot, parcel, or tract of land that which contains an occupied dwelling. A home business is an activity that which is confined totally within a dwelling or within an accessory building separate from a dwelling when permitted in the base zone district.

(Ordinance No. 192)

123. “Hospital” means an institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.

124. “Hotspot” means areas where land use or activities generate highly contaminated runoff, with concentrations of pollutants such as trace metals or hydrocarbons in excess of those typically found in stormwater. Examples of hotspots include gas stations, vehicle service and maintenance areas, salvage yards, material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

(Ord. 285 – Jan. 20 Supp.)

125. “Household unit” means one or more people jointly occupying a single dwelling unit including joint access to all common areas, and operating as single housekeeping unit where

household activities and responsibility such as chores, expenses, meals, and maintenance are shared. This term includes those residing in family homes and short-term occupancies.

126. “House of Worship” means a building or structure, or groups of buildings or structures, that by design and construction are primarily intended for conducting organized religious services and associated accessory uses.

127. “Hydrologic Soil Group (HSG)” means a Natural Resource Conservation Service (NRCS) designation given to different soil types to reflect their relative surface permeability and infiltrative capability. Designations consist of four classifications (A, B, C, and D) grouped according to soil infiltration rates from high infiltration rates in Group A to very low infiltration rates in Group D. To determine the hydrologic soil group, see the Iowa Stormwater Management Manual (ISWMM).

(Ord. 285 – Jan. 20 Supp.)

128. 130. “Impervious surface” means any material that substantially reduces or prevents the infiltration of storm water into previously undeveloped land. Impervious surface includes graveled driveways and parking areas, and any surface compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes such surfaces as compacted sand, lime rock or clay, as well as most conventionally surfaced or paved streets, roofs, sidewalks, parking, lots, and other similar structures.

129. “Interagency Review Team” means Story County staff members, including but not limited to: Story County Conservation Director (or designee); Story County Engineer (or designee); Planning and Development Director (or designee); Story County Environmental Health Department Director (or designee); Story County Emergency Management Coordinator (or designee); Story County Auditor (or designee); and Story County Assessor (or designee).

(Ordinance No. 160) (Ordinance No. 184) (Ordinance No. 208) (Ordinance No. 215)

130. “Intermediate animals,” means any animal that has an expected weight between 50 and 500 pounds when fully grown, including, but not limited to, sheep, swine, goats, llama, and emu.

(Ordinance No. 298)

131. “Internal sign” means any sign primarily designed, scaled, and/or positioned to convey commercial or non-commercial information or messages within the bounds of the property on which the sign is located. Additionally, any sign 16 square feet or greater in area, or eight feet or greater in height is not an internal sign.

132. “Iowa Statewide Urban Design and Specifications” means the manual for public improvements, common urban design standards and construction specifications managed and maintained by the Institute for Transportation at Iowa State University.

(Ord. 285 – Jan. 20 Supp.)

133. “Iowa Stormwater Management Manual (ISWMM)” means the manual collaboratively developed by the Iowa Department of Natural Resources (IDNR) and the Center for Transportation Research and Education (CTRE) at Iowa State University and updated by the

Iowa Storm Water Education Program that contains the sizing criteria, design, and specification guidelines and BMPs that address stormwater quality and quantity management.

(Ord. 285 – Jan. 20 Supp.)

134. “Junk or salvage” means materials including, but not limited to, old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste, appliances, furniture, equipment, building demolition materials or structural steel materials, and dismantled, wrecked, or junked vehicles or machinery, or parts of motor vehicles, and iron, steel, or other old or scrap ferrous or nonferrous material.

(Ordinance No. 208) (Ordinance No. 215)

135. “Junk or rural salvage yard” means any area where junk or salvage is bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled. This definition also includes auto or other vehicle or machinery wrecking or dismantling activities. This definition does not include the processing of used, discarded, or salvaged materials as part of a manufacturing operation located on the same property, and contractors’ storage yards. There shall be no more than three junked vehicles on any lot, parcel, or tract in any district unless properly zoned and/or approved as a conditional use as permitted by the Board of Adjustment. The presence on any lot, parcel, or tract of land of ~~three or more~~ more than three abandoned, wrecked, scrapped, ruined, dismantled or inoperative motor vehicles, including implements of husbandry not a part of a farming operation, shall constitute prima facie evidence of a junk or salvage yard. This does not include motor vehicles licensed for the current year as provided by law, or motor vehicles legally placed in storage, if kept within a completely enclosed building.

(Ordinance No. 208) (Ordinance No. 215)

136. “Junked vehicle” means a motorized vehicle, including automobiles, motorcycles, trucks, truck tractors, commercial vehicles, trailers, etc., which does not have a current Iowa Department of Transportation registration or its equivalent and/or has either had parts removed for reuse, salvage, or sale or the vehicle has been incapable of operating under its own power for more than 90 days.

(Ordinance No. 215)

137. “Kennel” means any lot, parcel, or tract or premises used for the commercial sale, boarding or breeding of dogs, cats, or other household pets. Kennel also means the keeping of five or more dogs, cats, or other household pets of the mammal group over the age of six months.

(Ordinance No. 192)

138. “Lamp” means the component of a luminaire that produces the actual light.

139. “Land Evaluation and Site Assessment (LESA) System” means a point system that evaluates a site’s suitability for agricultural use in relation to soil productivity and locational, economic, and governmental factors. The LESA System consists of two parts:

A. Land Evaluation. The land evaluation part rates soil productivity. Soils are rated and placed into groups according to their suitability for a stated agricultural use (i.e. cropland). Relative point values are assigned to each group.

B. Site Assessment. The site assessment part identifies locational and other factors, other than soil productivity, that contribute to the suitability of a site for agricultural use. Each factor

is weighted and assigned a range of values according to local needs and objectives. The result of the LESA evaluation is a numerical score for a given site ranging from 0-300 points, with higher scores indicating a higher suitability for agricultural use. The LESA System was adopted by Story County by Board of Supervisors Resolution No. 86-11 as an agricultural land evaluation tool, replacing Story County's use of the Corn Suitability Rating system prior to 1986.

(Ordinance No. 184)

Table 85-2 – LESA Evaluation Scoring

PART ONE (LAND EVALUATION)	POINTS	LE SCORE
1.1 Average Site Value	100 max.	100
PART TWO (SITE ASSESSMENT)	POINTS	SUB TOTAL
2.1 Percent of Area in Agriculture Within One Mile of Site	10 max.	30
2.2 Land in Agriculture Adjacent to Site	10 max.	30
2.3 Adjacent Zoning	10 max.	30
2.4 Agriculture Support Systems/Services	10 max.	20
2.5 Land Use Compatibility	10 max.	20
2.6 Distance to Urban Built-Up Area	10 max.	20
2.7 Compatibility of Site for Agricultural Use	10 max.	20
2.8 Distance to Municipal Water System	10 max.	10
2.9 Distance to Municipal Sanitary Sewer System	10 max.	10
2.10 Availability of Municipal Public Transit	10 max.	10
	MAXIMUM SA	200

	SCORE	
LESA SCORE	TOTAL 300 max.	

C. It is the intent of the Ordinance that land scoring 267-300 points on the LESA System is strongly encouraged for retention in agricultural use and/or non-agricultural development is strongly discouraged. It is the further intent of the Ordinance that the A-R, R-1, R-2, RMH, C-LI, and HI Districts shall not be established on land scoring 267-300 points on the LESA System. The following agricultural land classifications, determined from the from the Land Evaluation and Site Assessment (LESA) System as adopted for Story County, Iowa, and hereby established:

Table 85-1 – Land Classifications

<u>LAND CLASSIFICATIONS</u>	<u>SA</u>	<u>LESA</u>
<u>“Low” Agricultural Value</u>	<u>0-172</u>	<u>0-221</u>
<u>“Moderate” Agricultural Value</u>	<u>173-188</u>	<u>222-266</u>
<u>“High” Agricultural Value</u>	<u>189-200</u>	<u>267-300</u>

140. “Large animals,” means any animal that has an expected weight of greater than 500 pounds when fully grown, including, but not limited to, horses and cattle.

(Ordinance No. 298)

141. “Lattice tower” means a self-supporting tower with three or four sides, open, steel frame structure used to support communications equipment. (See Figure 10)

142. “Legally established lot of record” means a ~~legally established, nonconforming~~ lot of record that was made nonconforming, with regard to minimum lot size, by an amendment to the regulations in effect at the time the lot, parcel, or tract was created. A legally established, nonconforming lot of record may be built on the minimum lot size which was required by the regulations in effect at the time the lot, parcel, or tract was created. This definition includes established lots called “wood lots” if it has been verified that the lots have been transferred (through the review of the transfer books) as originally established, and that their configurations have not changed throughout the years.

(Ordinance No.160) (Ordinance No. 192)

143. “Legally established, nonconforming luminaires” means existing luminaires that were made nonconforming by an amendment to the Ordinance in place at the time the luminary was built.

144. Level of Service (LOS): A qualitative measure describing operational conditions within a traffic stream, based upon service measures, such as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience; LOS A (high level of service) represents completely free flow of traffic allowing traffic to maneuver unimpeded; LOS F (low level of service) represents a complete breakdown in traffic flow resulting in stop and go travel; LOS is typically calculated based upon peak-hour conditions.

- LOS A: Free flow, with low volumes, high speeds, and limited interruptions.
- LOS B: Reasonably free flow, but speeds beginning to be restricted by traffic conditions.
- LOS C: Stable flow, but most drivers are restricted in the freedom to select their own speeds.
- LOS D: Approaching unstable flow; drivers have little freedom to select their own speeds.
- LOS E: Unstable flow; may be short stoppages.
- LOS F: Forced or breakdown flow; unacceptable congestion, stop and go.

145. “Light trespass” means the shining of light produced by a luminaire beyond the boundaries of the property on which it is located.

146. “Livestock” means cattle, horses, sheep, swine, poultry, and any other animal or fowl which are being produced primarily for use as food or food products for human consumption.

147. “Loading space” means any off-street space or berth on the same lot, parcel, or tract with a building or contiguous to a group of buildings for the temporary parking (less than 24 hours) of a commercial vehicle while loading or unloading merchandise or materials.

(Ordinance No. 192)

148. “Local residential street” means a local service street used primarily for access to abutting property.

149. “Lot” means a tract of land represented and identified by number or letter designation on an official plat or a designated tract established as permitted by law and recorded in the office of the County Recorder, to be separately owned, used, and potentially developed or built upon. (See Figure 34)

(Ordinance No. 160) (Ordinance No. 192)

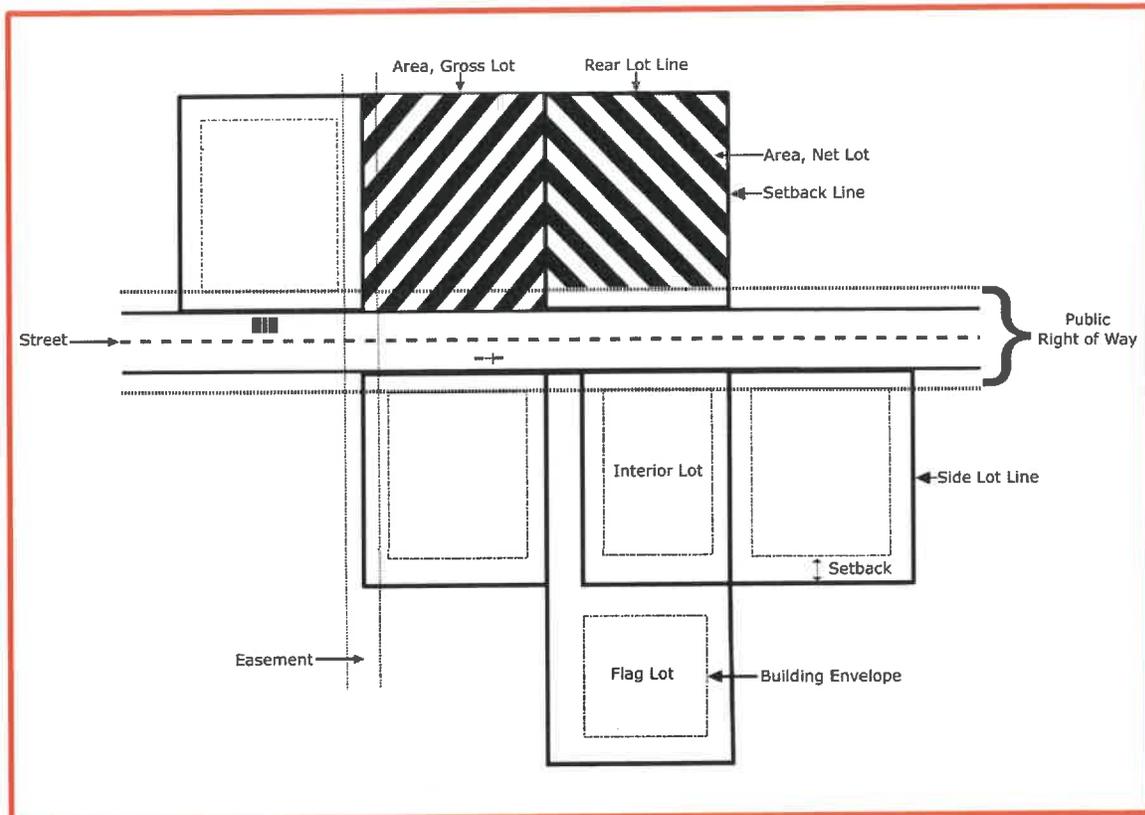


Figure 3-4 – Lot

150. “Lot, corner” means lots, parcels, or tracts conforming to the following specified conditions shall be considered as corner lots for the purpose of the Ordinance:

A. A lot, parcel, or tract fronting on two intersecting streets that form an interior angle of 135 degrees or less, and which lot, parcel, or tract has a frontage of not less than 25 feet on such streets.

B. A lot, parcel, or tract located at the angle in a street where the interior angle formed by the intersection of the street lines is 135 degrees or less, and which lot, parcel, or tract has a frontage of not less than 25 feet on each leg of such angle. (See Figure 4-5)

(Ordinance No. 192)

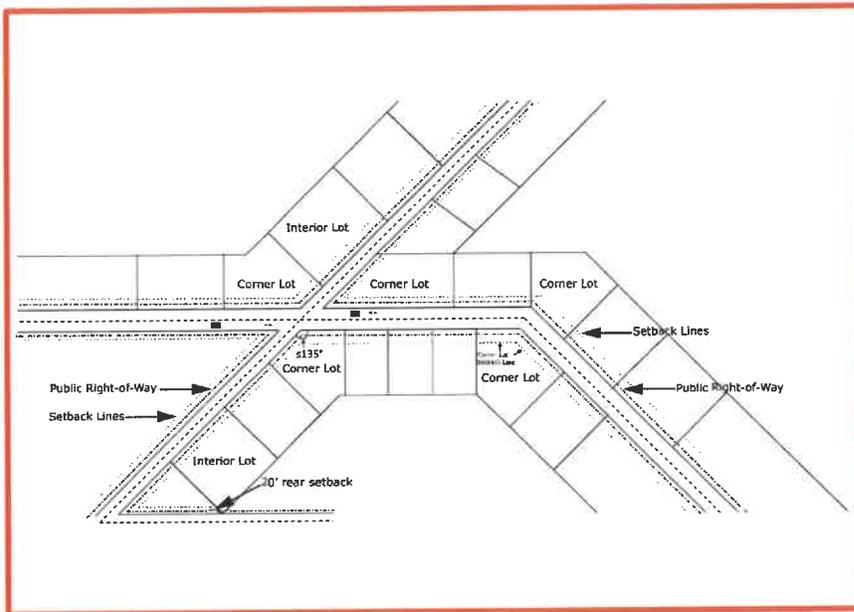


Figure 4-5– Corner Lots

151. “Lot, depth of” means the mean horizontal distance between the front and rear lot lines. (See Figure 5 6)

(Ordinance No. 208)

152. “Lot, flag” means a lot, parcel, or tract, where the building area is situated behind another lot, parcel, or tract and which has a narrow frontage extended to a street or road. The term flag lot refers to the shape of the lot, parcel, or tract. (See Figure 3-4)

(Ordinance No. 192) (Ordinance No. 215)

153. “Lot, interior” means a lot, parcel, or tract other than a corner lot. (See Figure 5 6)

(Ordinance No. 192)

154. “Lot line” means a property line bounding a lot, parcel, or tract, exclusive of public easements for street or road purposes. (See Figure 3)

(Ordinance No. 192)

155. “Lot line, corner” means a, on a corner lot, the lot, parcel, or tract line separating a lot, parcel, or tract from a street/road right-of-way or road easement and where access to the property is not taken.

156. “Lot line, flag” means, on a flag lot, the lot, parcel, or tract line essentially parallel to, and between, the front and rear lot lines. (See Figure 3-4)

(Ordinance No. 192)

157. “Lot line, front” means the lot, parcel, or tract line separating a lot, parcel, or tract from a street/road right-of-way or road easement and where access to the property is taken. (See Figure 35)

(Ordinance No. 192)

158. "Lot line, rear" means the lot, parcel, or tract line opposite and most distant from the front lot line. (See Figure 3-4). For triangle shaped lots, the rear lot line shall be an imaginary line drawn within the lot, parallel to and furthest from the front lot line, and 20-feet in length.
(Ordinance No. 192)

159. "Lot line, side" means any lot, parcel, or tract line other than a front, rear or flag lot line.
(See Figure 3-4)
(Ordinance No. 192)

159. "Lot of record" means a lot, parcel, or tract, ~~the contract or deed to which has been recorded in the office of the County Recorder prior to the effective date of the Ordinance, as amended.~~
(Ordinance No. 192) (Ordinance No. 208)

160. "Lot, double frontage through" means a lot, parcel, or tract having frontage on two non-intersecting streets, as distinguished from a corner lot. On a double frontage lot there is no rear yard. (See Figure 6)
(Ordinance No. 192)

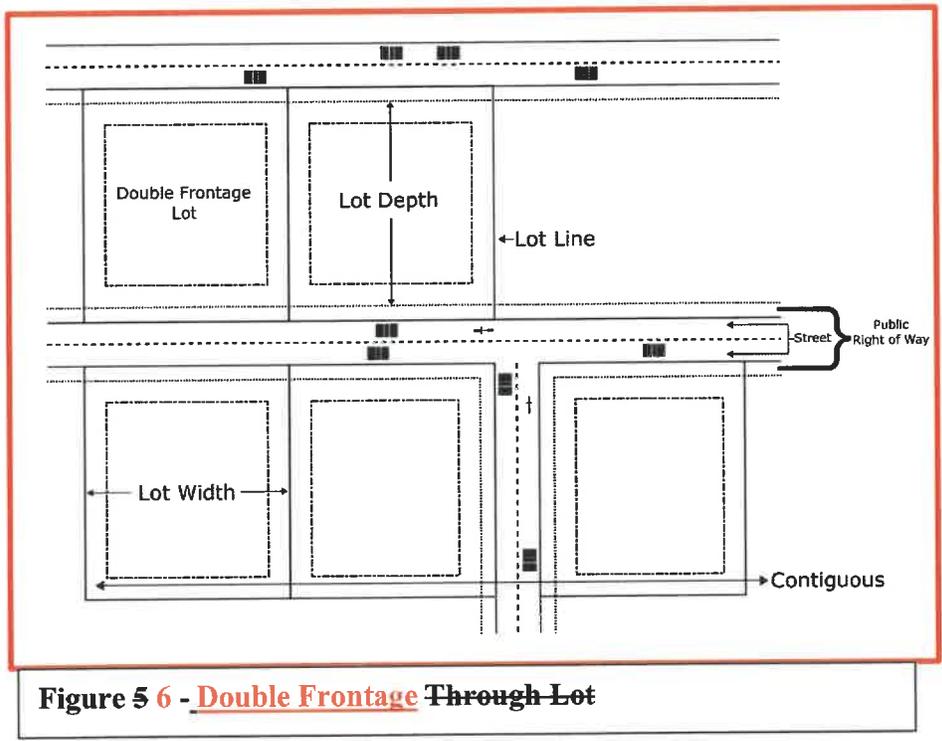


Figure 5 6 - Double Frontage Through Lot

161. "Lot width," unless otherwise specified, means the average of the width of a lot, parcel, or tract at its rear and the width of the lot, parcel, or tract at its front. (See Figure 5 6)
(Ordinance No. 192)

161. "Low-Impact Development (LID)" means an approach to stormwater management that attempts to mimic pre-development conditions by compensating for losses of rainfall abstraction

through infiltration, evapotranspiration, surface storage, and increased travel time to reduce excess runoff. These practices include, but are not limited to, protection and restoration of open space and natural features ~~environmentally sensitive areas~~ including riparian buffers, soil quality restoration, minimizing soil compaction, reduction and disconnection of impervious surfaces, the use of conveyance facilities open to the atmosphere (e.g. swales, vegetated buffer strips, energy-dissipating structures, etc.), rather than through enclosed pipes, and encouraging infiltration and soil storage of runoff through grass channels, bioswales, bioretention cells and rain gardens.

(Ord. 285 – Jan. 20 Supp.)

162. “Lumen” means a unit of luminous flux. One foot-candle is one lumen per square foot. For the purposes of these regulations, the lumen-output values shall be the initial lumen output ratings of a lamp.

163. “Luminaire” means a complete lighting system, and includes a lamp or lamps and a fixture.

164. “Manufactured home” means a factory-built structure, which is manufactured or constructed under the authority of 42 United States Code Sec. 5403, as amended, and is to be used as a place for human habitation, but which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home, except as hereinafter provided.

(Ordinance No. 192)

165. “Manufactured Housing Community” means multiple lots, parcels, or tracts of land upon which two or more occupied manufactured homes are located for residential use.

166. “Maximum extent feasible” means when no prudent or feasible alternative exists and all possible efforts to comply with regulations and minimize potential harm or adverse impacts have been undertaken.

167. “Meteorological tower” means, for the purposes of the Ordinance, those towers that are erected primarily to measure wind speed and directions plus other data relevant to siting WECS.

(Ordinance No. 152)

168. “Metes and bounds description” means a description of land that uses distances and angles, uses distances and bearings, or describes the boundaries of the lot, parcel, or tract by reference to physical features of the land.

(Ordinance No. 192)

169. “Minimum lot area” means the minimum required lot, parcel, or tract net area. (See Figure 3)

(Ordinance No. 184) (Ordinance No. 192)

170. “Mini-warehousing” means a building or group of buildings containing individual, compartmentalized, controlled access units for the inside storage of goods or wares.

171. “Mobile home” means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but also includes any such vehicle with motive power not registered as a motor vehicle in Iowa. A mobile home is not a manufactured home unless it has been legally converted, prior to July 1, 1984, to real property and taxed as a site-built dwelling, as provided in Section 435, *Code of Iowa*, as amended. Except as hereinafter provided, a mobile home is only permitted in a licensed mobile home park.

(Ordinance No. 184)

172. “Mobile home park” means any lot, parcel, or tract of land upon which two or more occupied mobile homes are located for residential use, either free of charge or for revenue purposes.

(Ordinance No. 192) (Ordinance No. 215)

173. “Monopole tower” (self-support tower) means a communication tower consisting of a single pole, constructed without guy wires and ground anchors. (See Figure ~~H-10~~)

174. “Motel ~~or hotel or tourist home~~” means a permanent building, or group of buildings, designed or arranged primarily for temporary occupancy as a dwelling for transient guests and arranged to provide space for parking vehicles used by the traveling public. Such building, or group of buildings, may include quarters for the use of operating personnel.

175. “Museum” means an institution devoted to the procurement, care, study, and display of objects of lasting historical, educational, or cultural interest or value. Museums may be indoor/outdoor facilities and may include such amenities as restaurant/banquet facilities, meeting rooms, demonstration areas, tourist convenience and souvenir items.

176. “Native prairie remnant” is included in the definition of prairies and wetlands, as referenced in Section 427.1(23) and 456B.1 of the 2005 *Code of Iowa*, as amended, which definition also includes sites that qualify as prairie remnants according to other appropriate prairie-assessment tools, including the Iowa Floristic Quality List of Coefficients of Conservatism maintained by the U.S. Fish and Wildlife Service at the Neal Smith National Wildlife Refuge.

(Ordinance No. 192)

177. “Naturally occurring-resources” means inventory and mapping of existing environmental and cultural resources including the following:

- A. Topographic contours at five-foot intervals existing within 1,000 feet of the site.
- B. Soil type locations and identification of soil type characteristics, including (but not limited to) hydric soils, agricultural capability, suitability for dwellings with basements, and suitability for wastewater disposal systems.
- C. Hydrologic characteristics, including surface water bodies, floodplains, groundwater recharge and discharge areas, wetlands, natural swales, drainage ways, depth to water table, and steep slopes existing within 1,000 feet of the site.

D. Land cover on the site, according to general cover type (native prairie remnants, pasture, woodland, etc.), and stand-alone significant trees with a caliper of more than four inches measured four feet off the ground. The inventory shall include comments on the health and character or quality of the vegetation as well as a comprehensive listing of all non-invasive tree species.

E. Current and past land use, all buildings and structures on the land, cultivated areas, brownfields, waste sites, and history of waste disposal practices, paved areas, and all encumbrances, including but not limited to easements or covenants.

F. Known critical habitat areas for rare, threatened, or endangered species existing within 1,000 feet of the site.

G. Views of the site, including views onto the site from surrounding roads, public areas, and elevated areas.

H. Unique geological resources, including but not limited to rock outcrops and glacial features.

I. Cultural resources, including a brief description of historic character of buildings and structures, historically important landscapes, and archaeological features. This includes a review of existing inventories, including those the Iowa State Archaeologist maintains for historic buildings, archaeological sites, and burial sites.

(Ordinance No. 192)

178. “Natural resource areas” is a designation on the *Cornerstone to Capstone (C2C) Future Land Use Map* and includes environmentally sensitive areas.

(Ordinance No. 184) (Ordinance No. 249)

179. “Neighborhood scale” means the atmosphere or physical environment that is created by the combination of land use and buildings within an area. Neighborhood scale is established and influenced by land use types and intensity, traffic generation, and also by the location, size, and design of structures as well as the interrelationship of all these features. The scale of new structures should be in proportion with that of surrounding traditional buildings.

180. “Non-commercial livestock, ” means cattle, sheep, horses, swine, goats, rabbits, poultry, or any other animal belonging to the owner of the property only for non-commercial, hobby purposes.

(Ordinance No. 298)

181. “Non-commercial solar energy system (SES)” means a solar collection system consisting of one or more roof- and/or ground-mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered a non-commercial solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the facility is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.

(Ordinance No. 219)

182. “Non-commercial wind energy conversion system (WECS)” means a wind energy conversion system consisting of a wind turbine, a tower, and/or associated control or conversion electronics, which has a rated capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.

(Ordinance No. 219) (Ordinance No. 152)

183. “Nonconforming sign” means any sign or signs that do not conform to all the provisions of these regulations.

184. “Nonconformity” means any structure, use of structure, use of a lot, parcel, or tract of land, or use of structures and land in combination, which does not conform to the applicable regulations of the Ordinance.

(Ordinance No. 192)

185. “Nonconformity, legally established” means any structure, use of land, use of structures, or use of land and structures in combination, which were lawful at the time of their creation but which are now prohibited, regulated, or restricted under the provisions of the Ordinance.

186. “Nursery” means land or greenhouses used for the limited sale of flowers, plants, shrubs, trees and vegetables, and may also include yard waste collection wherein yard waste is defined as plant material that comes from lawn maintenance and other gardening and landscaping activities, including grass, leaves, prunings, brush, shrubs, tree limbs, and garden materials. This definition does not include a yard waste composting facility as defined herein.

(Ordinance No. 152)

187. “Official plat” means either an auditor’s plat or a subdivision plat that meets the requirements of the Ordinance and has been filed for record in the offices of the Recorder, Auditor, and Assessor.

(Ordinance No. 192)

188. “Off-site employee” means a person employed by the home business who does not perform duties on the same premises on which the home business is located. An off-site employee may occasionally report to the premises on which the home business is located, but the visits shall be limited to the standards for parking and traffic.

*(Ordinance
No. 296)*

189. “On-site employee” means a person employed by the home business who performs the business-related duties on the same premises/residence on which the home business is located.

*(Ordinance
No. 296)*

190. “Outdoor lighting” means the illumination of an outside area or object by any manmade device located outdoors that produces light by any means.

(Ordinance No. 208)

191. “Outlot” means a remnant of a lot, parcel, or tract of land leftover after platting, which is intended to be used as open space or for a future subdivision, for which no sign shall be issued.

(Ordinance No. 192)

192. “Overbank flood protection” means peak discharge control of the 5-year storm event such that the post development peak rate does not exceed the downstream conveyance capacity and/or cause overbank flooding See the Iowa Stormwater Management Manual for details on the calculation.

(Ord. 285 – Jan. 20 Supp.)

193. “Owner” means the person who holds the fee simple title to the property and/or the person or persons who have acquired any interest in the property by contract or purchase or otherwise.

(Ordinance No. 152) (Ordinance No. 208)

194. “Parcel” means a part of a lot or tract of land.

(Ordinance No. 192)

~~192. “Parcel division description” means the division of a parcel of land other than by subdivision or metes and bounds description, including:~~

- ~~— A. By dimension in a designated direction (e.g., the east 330 feet of Tract A)~~
- ~~— B. By area, specified or proportionate (e.g., the east half of Tract 14)~~
- ~~— C. By exception of portion not conveyed (e.g., Tract A except the east 330 feet)~~
- ~~— D. By division line between parcels (e.g., portion lying east of the following described line...)~~

(Ordinance No. 192)

~~193. “Parcel of record” means a parcel for which the contract or deed has been recorded in the office of the County Recorder prior to the effective date of the Ordinance.~~

195. “Parks” means non-commercial spaces open to the public under private or public ownership that may include public and private non-commercial parks, playgrounds, recreation areas and facilities, and swimming pools; institutional or community recreational centers, except golf courses, miniature golf courses, or practice driving ranges.

(Ordinance No. 184)

196. “Patio” means an outdoor floor that may be made of concrete, brick, or other masonry material. ~~which has an average elevation of not more than 30 inches, and which contains a roof and/or walls, and which is open on one or more sides.~~

(Ordinance No. 192)

197. “Peak discharge rate” means the maximum rate of stormwater flow at a particular location following a storm event, as measured at a given point and time in cubic feet per second (CFS).

(Ord. 285 – Jan. 20 Supp.)

~~—197. “Pennant sign” means any lightweight material suspended from a rope, wire, or string and displayed in a series with or without a message, designed to move in the wind. (See Figure 6)~~

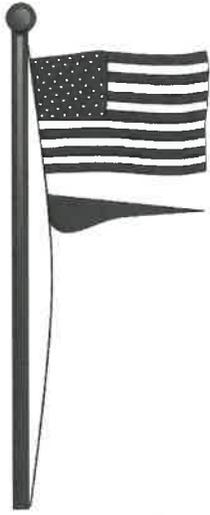


Figure 6 – Pennant Sign

Figure 6 – Pennant Sign

198. “Permanent site” means any lot, parcel, or tract of land on which a mobile home or manufactured home is located, on a permanent foundation, for 90 consecutive days except a construction site when the mobile home or manufactured home is used by a commercial contractor as a construction or storage room.

(Ordinance No. 192)

199. “Permit” means written permission issued by the Director, or designee, empowering the applicant to begin an activity not forbidden by law but not allowed without such authorization.

(Ordinance No. 192) (Ordinance No. 215)

200. “Plat” means a map, drawing or chart on which the subdivider’s plan of subdivision is presented and which is submitted for approval and intended to be recorded in final form.

(Ordinance No. 208)

201. “Plat of survey” means the graphical representation of a survey of one or more lot, parcel, or tract of land, including a complete and accurate description of each lot, parcel, or tract within the plat, prepared by a registered land surveyor.

(Ordinance No. 192)

202. “Pool” means an artificial basin and its appurtenances, either constructed or operated for swimming, wading, or diving, and includes a swimming pool, wading pool, waterslide, or associated bathhouse. “Swimming pool” does not include a decorative fountain that does not serve primarily as a wading or swimming pool and the drain of which fountain is not connected to any type of suction device for removing or recirculating the water.

203. “Porch” means a roofed, open area, which may be glazed or screened, usually attached to or part of and with direct access to or from a building.

(Ordinance No. 152)

204. “Portable sign” means any sign not permanently attached to a structure or the ground, or

sign designed to be transported by wheels and also includes signs painted on vehicles unless the vehicle is used for everyday business. Depending on how a portable sign is designed, scaled, and/or positioned, a portable sign may be an external or internal sign.

205. “Post-development condition” means the extent and distribution of land cover types anticipated to occur after development activities are completed that impact runoff and infiltration.

(Ord. 285 – Jan. 20 Supp.)

206. “Preliminary development permit” means a permit issued by the Planning and Development Director or designee after review of an application for a zoning permit granting preliminary approval to begin to perform earthwork on a property and set forms in place prior to the foundation location inspection.

207. “Pre-settlement condition” means, for stormwater design calculations, assuming the pre-development curve number is for a cover type of meadow for a site’s hydrologic soil group. Table 85-3 contains the curve numbers for a meadow for a given hydrologic soil group.

Table 85-3	
Hydrologic Soil Group (HSG)	Meadow
A	30
B	58
C	72
D	78

(Ord. 285 – Jan. 20 Supp.)

209. “Principal building” means a building in which is conducted the principal use of the lot, parcel, or tract on which it is located. (See Figure 12 13)

(Ordinance No. 192)

210. “Principal use” means the primary or predominant use of any lot, parcel, or tract.

(Ordinance No. 192)

211. “Proprietor” means a person who has a recorded interest in land, including a person selling or buying land pursuant to a contract, but excluding persons holding a mortgage, easement, or lien interest.

212. “Public improvements” means any land and improvements thereon dedicated to the public and accepted by a governmental entity, including (but not limited to) streets, parks, schools, and open space.

213. “Public use area” means parks, playgrounds, and other recreational areas and open spaces; scenic and historic sites; schools and other buildings and structures; auditoriums, stadiums, gymnasiums or comparable facilities; and other places where the public is directly or indirectly invited to visit or permitted to congregate.

214. “Public notice” means a mailing to property owners within a certain distance of a proposal and/or the advertisement of a public hearing in a paper of general circulation, other media sources, and Story County’s website, indicating the time, place, and nature of the public hearing or meeting and where the application and pertinent documents may be inspected.

(Ordinance No. 184) (Ordinance No. 208)

215. “Public schools” means public schools and accredited private education institutions having a curriculum comparable to that given in public schools and having no rooms regularly used for housing or sleeping except such quarters as are necessary for custodians.

216. “Reasonable accommodation” means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, commercial space, or other public and common use spaces. This may include a reasonable modification, which is a structural change made to the premises. The purpose of a reasonable accommodation or modification is to provide equal access to housing and other spaces for people with disabilities.

217. “Recharge volume” means a portion of the water quality volume recharged to maintain existing groundwater recharge rates at development sites to preserve existing water table elevations, thereby maintaining the hydrology of streams and wetlands during dry weather. The volume of recharge that occurs on a site depends on slope, soil type, vegetative cover, precipitation, and evapotranspiration. See the Iowa Stormwater Management Manual for details on the calculation.

(Ord. 285 – Jan. 20 Supp.)

218. “Recreational vehicle” means a vehicle that is:

- A. Built on a single chassis;
- B. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently tow able by a light duty truck; and
- D. Not designed primarily for use as a permanent dwelling but as temporary living quarters for recreation, camping, travel, or seasonal use.

(Ordinance No. 184) (Ordinance No. 192)

219. “Recreational facility, indoor” means an enclosed building, structure, portion thereof, designed and used for exercise or recreation and operated for profit. The building may include swimming pools, basketball courts and courts for other sports, indoor tracks, areas for exercise equipment and weights, classrooms for health training and education, and other similar facilities and their appurtenances. The facility may be operated either publicly or privately.

220. “Residential parcel subdivision” means a subdivision of land where a parcel of record containing a dwelling and/or farmstead as defined in this chapter is subdivided and the vacant remainder parcel is considered buildable for the purposes of establishing a single-family dwelling.

(Ordinance No. 215)

221. “Right-of-way” means a right belonging to a party to pass over land of another, usually with regards to a public or private roadway. (See Figures ~~3~~, 4, 5, and 6 ~~and 5~~)
(Ordinance No. 152)

222. “Road, county” means a street maintained by Story County, and accepted into and shown on the Iowa Department of Transportation’s Official Highway and Transportation Map for Story County.

223. “Rotor diameter” means the diameter of the circle described by the moving rotor blades. (See Figure ~~H~~12)
(Ordinance No. 152)

224. “Runoff” means that portion of the precipitation on a drainage area that is discharged from the area by flowing over the ground surface.
(Ord. 285 – Jan. 20 Supp.)

~~—221.—~~ “Sensitive environmental conditions” means areas of severe slope or erosion potential, flood hazard areas, mineral or other non renewable resource areas, hydrologically sensitive areas, significant vegetation, soils with severe limitations to development, or other natural features which would indicate that uses and densities permitted would be inappropriate.
(Ordinance No. 152)

225. “Sexually oriented business” includes, but is not limited to, adult motion picture theaters, hotels, encounter centers, video arcades, stores, or cabarets. A video arcade, motion picture theater, store or other use is adult if it has at least 50 percent of its stock in books, magazines or other periodicals, paraphernalia, or other materials or goods that depict, describe, or are used for specified sexual activities or specified anatomical areas. An adult cabaret regularly features dancing or other live entertainment primarily distinguished or characterized by an emphasis on the exhibiting of specified sexual activities or specified anatomical areas for observation by patrons therein. Adult hotels and encounter centers are primarily distinguished or characterized by their use for specified sexual activities or for observation of specified anatomical areas by patrons therein.

226. “Service vehicles” means all vehicles used solely in conjunction with the permitted home business and/or containing signage advertising the products or services offered by the permitted home business. “Service vehicles” includes, but are not limited to, (but is not limited to) cars, trucks, vans, and trailers used for deliveries or house calls, supplies and equipment transport, or provision of services offered by the home business.

227. “Setback” means the required minimum distance between a building and the nearest lot, parcel, or tract line, public easement, or right-of-way. The setback of the building for front, rear, and side yards shall in all cases be measured at a right angle from the lot, parcel, or tract line, public easement, or right-of-way to the nearest point of the adjacent wall of the building. (See Figure 3-4)
(Ordinance No. 192)

228. “Setback line” means that line that is the required minimum distance from the nearest lot, parcel, or tract line and that establishes the area within which the structure must be erected or placed. (See Figure 3-4)

(Ordinance No. 192) (Ordinance No. 208)

229. “Shared access driveway” means a single driveway serving two or more adjoining lots, parcels, or tracts. (See Figure 123)

(Ordinance No. 192)

230. “Shadow flicker” means the effect created when the sun is behind a rotating commercial grade turbine blade and creating an intermittent shadow.

231. “Shadow flicker, actual exposure” means the realistic estimate of accumulated exposure to periodic shadows, taking in to account variables such as ground cover, sun angle at sunrise and sunset, cloud cover, etc. when the turbine is running.

232. “Shadow flicker, maximum exposure,” also known as maximum astronomical shadow (worst case), means the theoretical time when the sun is shining during the entire period between sunrise and sunset, passing through a cloudless sky, the rotor surface is perpendicular to the sun, and the wind turbine is in operation.

233. “Shopping center, neighborhood” means a group of independent retail stores or service outlets managed as a coherent retail entity, typically including a small-scale convenience-store anchor that contains less than 5,000 square feet of floor area. Neighborhood shopping centers generally have a gross leasable area of less than 100,000 square feet.

234. “Sign” means any device that uses, or can use, illustrations, graphics, words, or illumination to advertise, announce the purpose of, or identify a person or entity, or to communicate any type of information to the public.

(Ordinance No. 192)

235. “Significant tree” means a deciduous tree with a caliper of greater than four inches measured four feet off the ground or a coniferous tree taller than 15 feet. (See Figure 7)

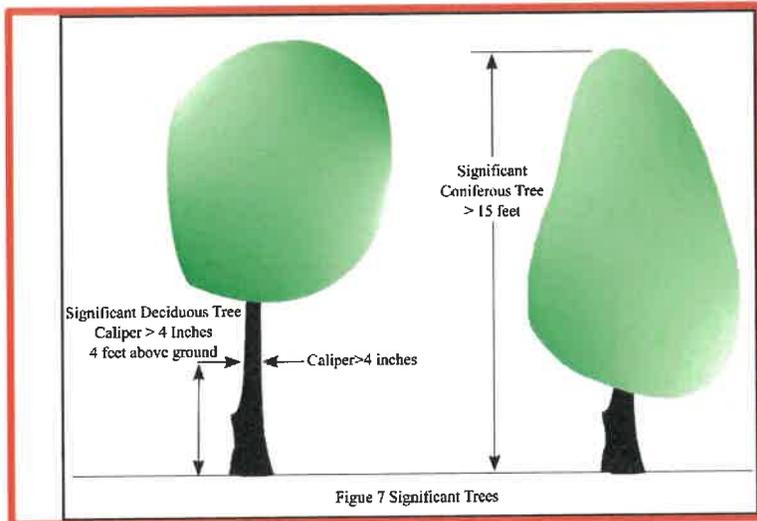


Figure 7– Significant Tree

236. “Sign permit” means a permit issued the Planning and Development Director or designee to allow a sign to be erected.

(Ordinance No. 296)

237. “Site” means the entire area of the lot, parcel, or tract included in the legal description of which the development, land disturbing, or other activity will occur.

(Ord. 285 – Jan. 20 Supp.)

238. “Small animals,” means any animal that has an expected weight of less than 50 pounds when fully grown, including, but not limited to, poultry, fowl, and rabbits.

(Ordinance No. 298)

239. “Solar access” means unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.

(Ordinance No. 249)

240. “Solar easement” means a recorded easement which prohibits obstructions or construction of buildings and/or structures providing continued access to incidental sunlight necessary to operate a solar energy device.

(Ordinance No. 249)

241. “Solar energy device” means the equipment and requisite hardware that provide and are used for collecting, transferring, converting, storing, or using incident solar energy for water heating, space heating, cooling, generating electricity, or other applications that would otherwise

require the use of a conventional source of energy such as petroleum products, natural gas, manufactured gas, or electricity produced from a nonrenewable resource.

(Ordinance No. 249)

242. “Solar-oriented lot” means:

A. A lot with a front lot line oriented to within 30 degrees of a true east-west line. When the lot line abutting a street is curved, the front lot line shall mean the chord or straight line connecting the ends of the curve. For a flag lot, the front lot line shall mean the lot line that is most parallel to the closest street, excluding the pole portion of the flag lot.

B. A lot which, when a straight line is drawn from a point midway between the side lot lines at the required front yard setback to a point midway between the side lot lines at the required rear yard setback, is oriented to within 30 degrees of true north along said line.

C. A corner lot with a south lot line oriented to within 30 degrees of a true east-west line, which south lot line adjoins a public street or permanently reserved open space; provided, however, the abutting street right-of-way or open space has a minimum north-south dimension of at least 50 feet. For the purposes of this definition, “permanently reserved open space” includes, without limitation, parks, cemeteries, golf courses, and other similar outdoor recreation areas, drainage ditches and ponds, irrigation ditches and reservoirs, lakes, ponds, wetlands, open spaces reserved on plats for neighborhood use and other like and similar permanent open space. (See Figure 8)

(Ordinance No. 152)

243. “Special events permit” means a permit issued by the Board of Supervisors to allow a temporary special event activity, and which may include conditions or requirements that the applicant must adhere to.

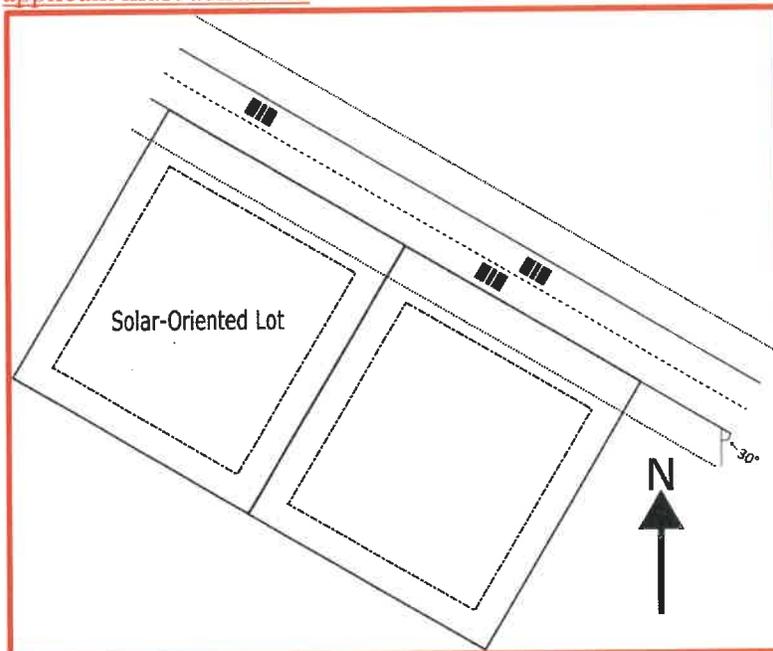


Figure 8 – Solar-Oriented Lot

244. "Specified anatomical areas" mean

(1) Less than completely and opaquely covered: human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

245. "Specified sexual activities" mean human genitals in a state of sexual stimulation or arousal or acts of human masturbation, sexual intercourse, sodomy, fondling, or other erotic touching of human genitals, pubic region, buttock, or female breast.

246. "Stable, public or private, and riding academy" means a building or structure used or intended to be used for the housing only of horses on a fee basis. Riding instruction may be given in connection with a public stable or riding academy.

(Ordinance No. 298)

266. "Stable, private" means a building or structure used or intended to be used for the housing only of the property owner's horses.

268. "Stabilization, Final" means an Erosion Control Best Management Practice (BMP) where when all soil disturbing activities at the site have been completed, a uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area of the permitted project has been established or equivalent stabilization measures have been employed or which has been returned to agricultural production. Permanent erosion control stabilization BMPs may include sodding and permanent seeding or other practices identified in the Iowa Statewide Urban Design and Specifications (SUDAS) Design Manual Chapter 7 Erosion and Sediment Control or other professionally accepted BMPs.

(Ord. 285 – Jan. 20 Supp.)

269. "Stabilization, Temporary" means an Erosion Control Best Management Practice (BMP) where exposed soils or disturbed areas are provided temporary vegetative and/or non-vegetative protective cover to prevent erosion and sediment loss until either final stabilization can be achieved or until further construction activities take place to re-disturb an area. Temporary stabilization may include temporary seeding, geotextiles, mulches, vegetative filter strips and other techniques to reduce or eliminate erosion as identified in the Iowa Statewide Urban Design and Specifications (SUDAS) Design Manual Chapter 7 Erosion and Sediment Control or other professionally accepted BMPs.

(Ord. 285 – Jan. 20 Supp.)

270. "Staging" means stabilizing one part of the site before beginning development on another to minimize the time and amount of soil exposed and therefore the movement of soil.

(Ord. 285 – Jan. 20 Supp.)

271. "Store, shop" means an establishment that generally contains less than 3,000 square feet of floor area devoted to the sale of items to the public.

272. “Stormwater” means storm runoff, snowmelt runoff, surface runoff, and drainage.
(Ord. 285 – Jan. 20 Supp.)

273. “Stormwater best management practices (BMPs), infiltration-based” means a natural or constructed feature (bed, trench, basin, well, etc.) that captures, temporarily stores, and infiltrates the design volume of water. Practices may include those identified in the Iowa Stormwater Management Manual or other professionally accepted BMPs.
(Ord. 285 – Jan. 20 Supp.)

274. “Stormwater Infiltration” means the process by which rainfall and stormwater runoff flow from the land surface into and through the subsurface soil. Stormwater infiltration occurs when rainfall lands on pervious surfaces, when runoff flows across pervious surfaces, and when runoff is collected and directed to a stormwater infiltration Best Management Practice (BMP).
(Ord. 285 – Jan. 20 Supp.)

275. “Story” means that portion of a building, other than a basement or cellar, included between the surface of any floor and the surface of the floor next above it or, if there is no floor above it, the space between the floor and the ceiling next above it.

276. “Story, half” means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is finished off for use. A half story may be used for occupancy only in conjunction with and by the occupancy of the floor immediately below.

277. “Street” means any vehicular way that: (i) is an existing state, county, or municipal roadway, or private roadway; (ii) is shown upon a plat approved pursuant to law; (iii) is approved by other official action; or (iv) is shown on a plat duly filed and recorded in the office of the County Recorder; and includes the land between the street lines, whether improved or unimproved. (See Figure 9)

(Ordinance No. 215)

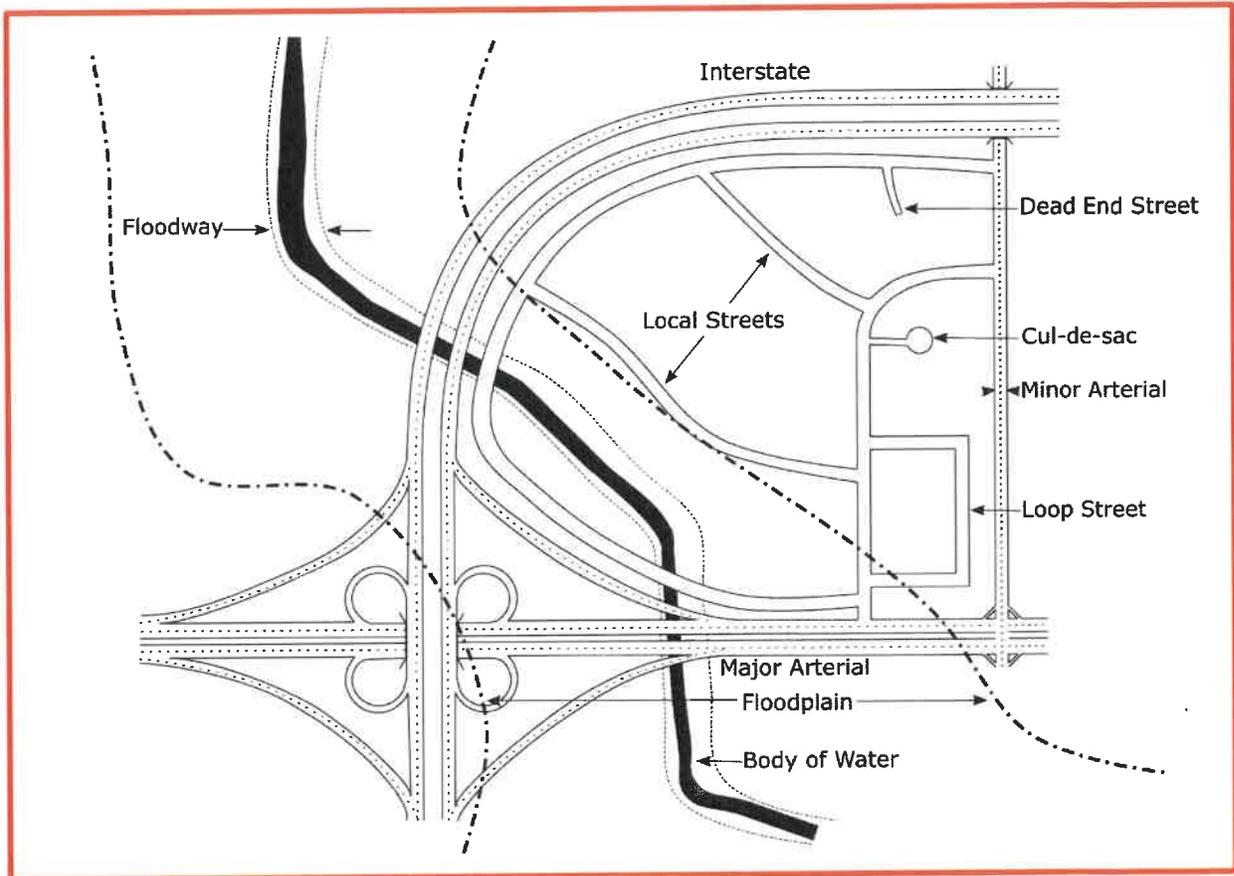


Figure 9– Street System

278. “Street, collector” means a street that collects traffic from local streets and connects with minor and major arterials. (See Figure 9)

279. “Street, cul-de-sac” means a street with a single common ingress and egress and with a turnaround at the end. (See Figure 9)

280. “Street, dead-end” means a street with a single common ingress and egress. This includes streets that end in a cul-de-sac and turning-T (hammerhead). The length of a dead-end street shall be measured along the centerline from the end of the dead-end street to its point of intersection with the centerline of the nearest through street. (See Figure 9)

281. “Street, local” means a street designed to provide vehicular access to abutting property and to discourage through traffic. (See Figure 9)

282. “Street, loop” means a local street that has its only ingress and egress at two points on the same street. (See Figure 9)

283. “Street, major arterial” means a street with access control, channelized ~~canalized~~ intersections, restricted parking, and that collects and distributes traffic to and from minor arterials. (See Figure 9)

284. “Street, minor arterial” means a street with signals at important intersections and stop signs on the side streets and that collects and distributes traffic to and from collector streets. (See Figure 9)

285. “Street, publicly dedicated” means any street dedicated to and accepted by Story County for public use as part of a subdivision consent and dedication. The granting of the dedication and the Board of Supervisor’s acceptance of the dedication are acted on by the Board of Supervisors by resolution.

286. “Street, private” means a publicly dedicated street that has not been accepted by the County, serving four or fewer lots, parcels, or tracts in subdivisions of four or fewer lots, and maintained by lot owners.

(Ordinance No. 192)

287. “Street, subdivision” means a publicly dedicated street, serving lots, parcels, or tracts in subdivision, and maintained by lot owners in the subdivision.

288. “Street, through” means a street that connects to other through streets at both ends, or alternatively, is accessible through at least two alternative through streets.

289. “Structural alteration” means any increase, change, or alteration in the size or height of the building or structure.

290. “Structure” means a combination of materials to form construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water.

(Ordinance No. 184) (Ordinance No. 192)

291. “Structure, temporary” means a structure used temporarily without any foundation or footings used for the storage of construction materials and equipment incidental and necessary to on-site permitted construction of utilities, or other community facilities, or used temporarily in conjunction with the sale of property within a subdivision under construction, and that is removed when the designated time period, activity, or use for which the temporary structure was erected has ceased. This definition also includes ready mix concrete plants and asphalt paving mixture plants in conjunction with road or other construction projects, meeting the requirements of the Ordinance. Shipping containers shall also be considered temporary structures when meeting the requirements of the Ordinance.

(Ordinance No. 297)

292. “Subdivision” means a lot, parcel, or tract of land divided into three or more lots. The division of land into aliquot parts not involving any new road, street, easement, or other dedication, is not considered a subdivision as defined above and shall not be further divided without meeting all of the requirements of the Ordinance.

(Ordinance No. 192)

293. “Substantial action” means:

A. All required permits have been obtained by the Planning and Development Department;

B. A foundation location inspection has been completed;

C. The near completion of work required for the development authorized by the permit is near completion, unless delayed due to litigation;—

D. With respect to phased development, this shall apply only to the first phase.

(Ordinance No. 266)

294. “Substations” means any electrical facility designed to convert electricity produced by wind turbines to a voltage greater than 35,000 volts (35KV) for interconnection with high voltage transmission lines shall be located outside of the road right-of-way.

(Ordinance No. 152)

295. “Surveyor” means a registered land surveyor who engages in the practice of land surveying pursuant to Chapter 542.B, *Code of Iowa*, as amended.

(Ordinance No. 192)

296. “Swimming pool” means an artificial basin and its appurtenances intended for swimming, recreational bathing or wading and which contains, is designed to contain, or is capable of containing water more than two (2) feet deep in depth. This includes but is not limited to in-ground, above ground, and on-ground swimming pools, spas, and hot tubs that are located indoors or outdoors and of either temporary or permanent construction.

297. “Time of concentration” means the time needed for water to flow from the most remote point in a watershed to the point of interest within the watershed. It is a function of topography, geology and land use within the watershed and is computed by summing all the travel times for consecutive components of the drainage conveyance system.

(Ord. 285 – Jan. 20 Supp.)

298. “Topsoil” means the upper layer of soil, the A-horizon, and for the purposes of restoration, shall meet standards for Soil Quality Management and Restoration in the Iowa Stormwater Management Manual.

(Ord. 285 – Jan. 20 Supp.)

299. “Total height (WECS)” means the highest point, above ground level, reached by a rotor tip or any other part of the WECS. (See Figure 142)

(Ordinance No. 152)

300. “Tower” means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television towers, microwave towers, common-carrier towers, cellular telephone towers and all communication towers, alternative tower structures, and the like. (See Figure 10)

(Ordinance No. 184)

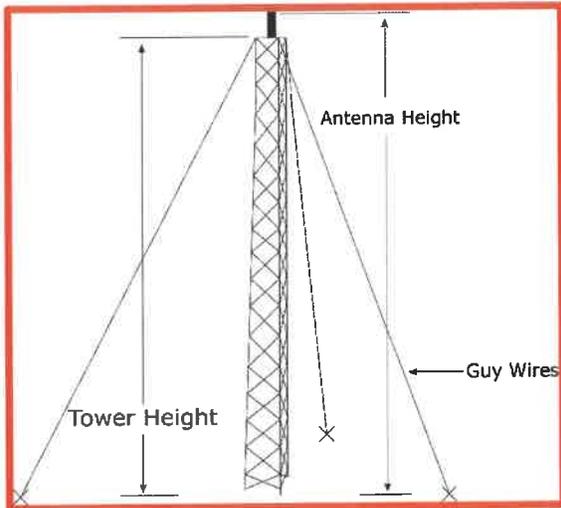


Figure 10– Tower

301. “Tower (WECS)” means vertical structures that support the electrical generator, rotor blades, or meteorological equipment. (See Figure 142)

(Ordinance No. 152) (Ordinance No. 184)

302. “Tower height (WECS)” means the total height of the WECS exclusive of the rotor blades. (See Figure 142)

(Ordinance No. 152)

303. “Tract” means an aliquot part of a section, a lot within an official plat, or a government lot.

304. “Traffic Calming” means a transportation system management technique that aims to prevent inappropriate through-traffic and reduce motor vehicle travel speed on a particular roadway; traditionally, this technique has been applied to local residential streets and collectors, and may include roundabouts, curb extensions, planted median strips or rounded and narrowed travel lanes.

305. “Traffic Impact Analysis” means a traffic engineering study, which determines the potential traffic impacts of a proposed traffic generator. A complete analysis includes an estimation of future traffic with and without the proposed generator, analysis of traffic impacts, and recommended roadway improvements, which may be necessary to accommodate the expected traffic.

306. “Traffic Impact Study” means a Traffic Impact Analysis that requires more comprehensive analysis and documentation based on forecasted traffic that is above a defined traffic threshold.

307. “Transmission line” means those electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.

(Ordinance No. 152)

309. “Recreational Vehicle Travel trailer” means a ~~recreational~~ vehicle, with or without motive power; designed as a temporary dwelling, not exceeding eight feet in width and 32 feet in length, exclusive of separate towing unit. Such vehicles are customarily and ordinarily used for travel or recreational purposes and not used for permanent habitation.

310. “Recreational Vehicle Travel trailer park, commercial campground” means:

A. Any lot, parcel, or tract of land permitted and used or offered for use in whole or in part, with or without charge, for the parking of occupied recreational vehicles travel trailers, pickup campers, converted buses, motor homes, tent trailers, tents, or similar devices used for temporary lodging. The construction of cabins is permitted in accordance with Chapter 90.08(1).

B. Unoccupied mobile homes, recreational vehicles travel trailers, campers, converted buses, motor homes, tent trailers, or similar devices may be located in recreational vehicle travel trailer parks for storage purposes as per the following:

(1) A specific area must be designated as a storage area and all vehicles shall be located in this area during such time as the use is for storage.

(2) A site plan shall be submitted identifying the sites for occupied use and sites for storage.

311. “Treatment train” means a storm water management Best Management Practice (BMP) where redundant treatment is provided through swales, biocells, filter strips, and bioretention or other practices for pollutant removal to collectively meet water quality volume treatment requirements and/or maintenance of practices.²

(Ord. 285 – Jan. 20 Supp.)

312. “Unified sizing criteria” means an integrated approach to managing stormwater runoff quality and quantity by addressing the adverse impacts of stormwater runoff from development. The intent is to comprehensively manage stormwater to remove pollutants and improve water quality, prevent downstream streambank and channel erosion, reduce downstream overbank flooding, and safely convey and reduce runoff from extreme storm events.

(Ord. 285 – Jan. 20 Supp.)

313. “Unincorporated area” means the entire area of Story County, Iowa, except that portion included within the corporate limits of any city or town located in said County.

(Ordinance No. 152)

314. “Use” means the purpose or purposes for which land or a structure is designed, arranged, or intended, or to which purpose land or a structure is occupied, maintained, leased, or operated.

(Ordinance No. 152)

315. “Value-added agriculture” means processing to change the physical state or form of an agricultural product (such as milling wheat into flour, slaughtering livestock or poultry, or making strawberries into jam).

316. “Variance” means permission granted by the Board of Adjustment to vary the literal requirements of the Ordinance.

317. “Violation” means the failure of a use, structure, or other development to be fully compliant with the terms of the Ordinance.

(Ordinance No. 184)

318. “Vision Triangle” means a triangle formed by connecting a point in the center of an intersection with points a given distance away along the centerlines of the intersecting streets and the chord connecting the points on the centerlines. Height, setback, or other restrictions may apply to the portions of a property inside of a vision triangle to ensure adequate visibility for motorists at the intersection. (See Figure 11)

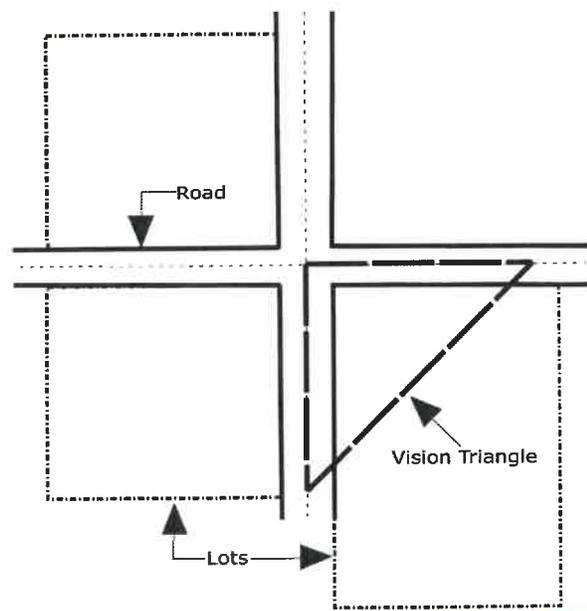


Figure 11 – Vision Triangle

319. “Warehouse” means the long-term and short-term storage of goods within a completely enclosed building for commercial purposes.

320. “Watercourse” means any natural or improved stream, river, creek, ditch, channel, canal, conduit, gutter, culvert, drain, gully, or swale in which waters flow either continuously or intermittently.

(Ord. 285 – Jan. 20 Supp.)

321. “Water quality volume” means the runoff resulting from a rainfall depth of 1.25” (90% of the rainfall events in Iowa are of this depth or less) that is required to be captured and treated. By managing these storms, the majority of water volume will be treated and many of the “first flush” pollutants of concern will be effectively managed on-site. See the Iowa Stormwater Management Manual for details on the calculation.

(Ord. 285 – Jan. 20 Supp.)

322. “Wholesale” means a business establishment primarily engaged in selling and/or distributing merchandise to retailers; to industrial, commercial, institutional, or professional business users; or to other wholesalers.

323. “Wind Energy Conversion System (WECS)” means an electrical generating facility comprised of one or more wind turbines and accessory facilities, including (but not limited to) power lines, transformers, substations, and metrological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.

(Ordinance No. 152)

324. “Wind turbine” means any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy through the use of airfoils or similar devices to capture the wind. (See Figure 142)

(Ordinance No. 152)

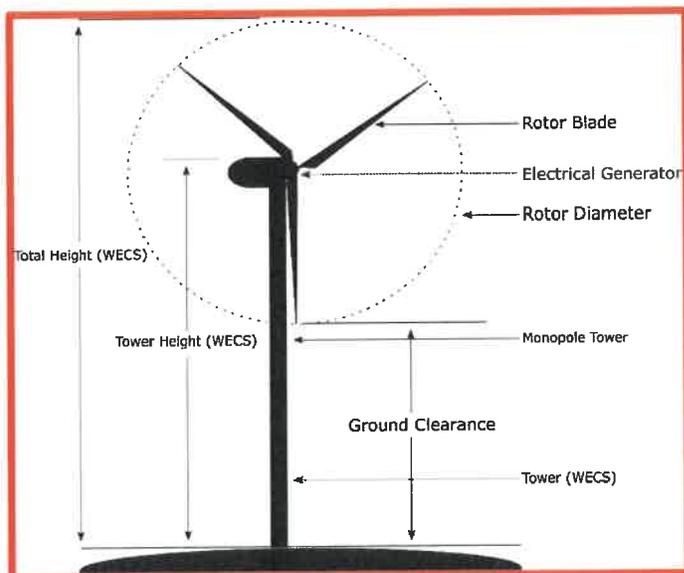


Figure 142 – Wind Turbine

325. “Yard” means an open space on the same lot, parcel, or tract with a building, unoccupied and unobstructed by any portion of the structure from the ground upward, except as otherwise provided in the Ordinance. (See Figure 123)

(Ordinance No. 192)

326. “Yard, corner” means a space extending the full width of the lot, parcel, or tract between the principal building and the corner lot line, except the front yard, and measured perpendicular from the corner lot line to the closest point of the building.

327. “Yard, front” means a space extending the full width of the lot, parcel, or tract between the principal building any building and the front lot line and measured perpendicular from the front

lot line to the closest point of the building. (See Figure 123)

(Ordinance No. 192)

328. “Yard, rear” means a space extending across the full width of the lot, parcel, or tract between the principal building and the rear lot line and measured perpendicular from the rear lot line to the closest point of the building. (See Figure 123)

(Ordinance No. 192)

329. “Yard, required” means the open space between a lot, parcel, or tract line, public easement, or right-of-way, and the setback line. (See Figure 123)

(Ordinance No. 192)

330. “Yard, side” means a space extending from the front yard to the rear yard between the principal building and the side lot line and measured perpendicular from the side lot line to the closest point of the building. (See Figure 123)

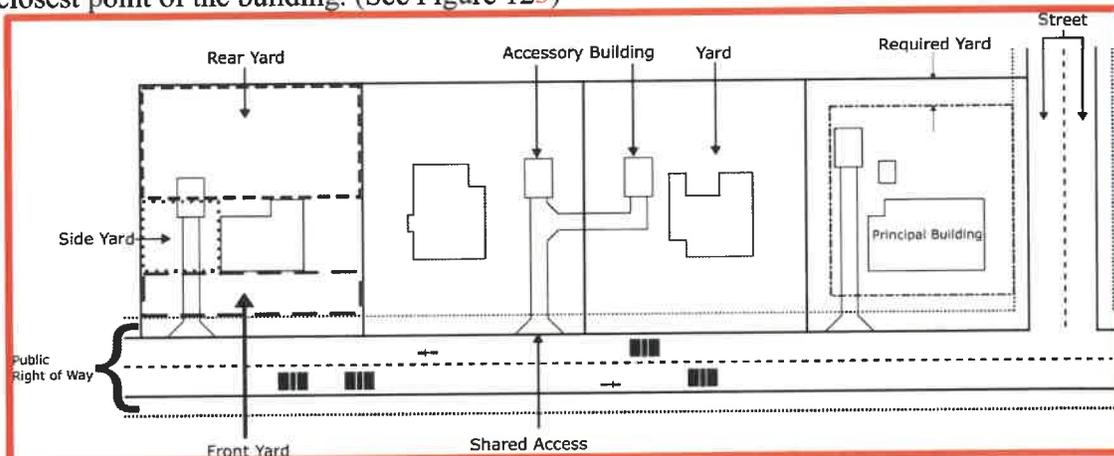


Figure 123 – Yards

331. “Yard waste composting facility” means a facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material. The term includes land affected during the lifetime of the operation, including (but not limited to) areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated on-site or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility.

332. “Zoning permit” means a lawful permit issued by the Planning and Development Director of Story County, Iowa, or their his/her designee, for the erection, reconstruction or alteration of a building or structure or use of land.

(Ord. No. 275 & 279 - Jan. 19 Supp)

Attachment B--Chapter 91--Exceptions, Modifications and Nonconforming Uses

Story County, Iowa Code of Ordinances

CHAPTER 91 LAND DEVELOPMENT REGULATIONS: EXCEPTIONS, MODIFICATIONS AND NONCONFORMING USES

91.01 Exceptions and
Modifications

91.02 Nonconforming
Uses

91.01 EXCEPTIONS AND MODIFICATIONS.

The regulations specified in the Ordinance are subject to the following exceptions, modifications, and interpretations:

1. Interpretation. Whenever the regulations of the Ordinance require a greater width or size of yards, courts, or other open spaces, or require a greater percentage of the lot to be left unoccupied or impose other higher standards than are required in any other statutes or local ordinance or regulation, the provisions of the Ordinance shall govern. Whenever the provisions of any other statute or local ordinance or regulation require a greater width or size of yards, courts, or other open spaces, or require a greater percentage of the lot to be left unoccupied, or impose other higher standards than are required by the Ordinance, the provisions of such statute or local ordinance or regulation shall govern.

2. 1. A legally established lot or plot of official record which becomes nonconforming as a result of amendments to the Ordinance may be developed with structures or uses permitted within the district in which the lot is located subject to the following:

A. If a legally established lot of record is joined with another legally established lot of record or another parcel or portion thereof with which it was not historically transferred, or a legally established lot of record or portion thereof is divided from another legally established lot of record or another parcel with which it was historically transferred, it shall lose its status as a legally established lot of record unless the newly created parcel became nonconforming as a result of an amendment to the regulations in effect at the time the lot, parcel, or tract was created.

B. A.—When a nonconforming lot can be used in conformity with all of the regulations applicable to the intended use, except that the lot is smaller than that required for the intended use, then the lot may be used as proposed just as if it were conforming.

C. B.—In any district where dwellings are permitted, a single-family dwelling may be located on any legally established nonconforming lot irrespective of the lot area or width, provided however:

(1) The sum of the side yard widths of any such lot shall not be less than 30 percent of the width of the lot, but in no case less than 10 percent of the width of the lot for any one side yard.

(2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall be less than 20 feet.

(Ordinance No. 184)

3. 2. Chimneys, cooling towers, elevator bulk-heads, fire towers, monuments, water towers, houses of worship, churches, ornamental towers and spires, telephone, radio or television towers, or necessary mechanical appurtenances may be erected to a height in excess of existing district

regulations of Story County; provided, however, no such structure shall be permitted to extend into the approach zones, clear zones, or other restricted air space required for the protection of any public airport.

4. ~~3.~~ No accessory building shall be erected in any required yard other than a rear yard, as provided hereinafter.

A. On a corner lot they shall conform to the setback regulations on the side road. Accessory structures may be erected as a part of the principal building, or may be connected thereto by a breeze-way or similar structure, provided all yard requirements for a principal building are complied with.

(Ordinance No. 184)

B. An accessory structure that is not a part of the main building shall not occupy more than 30 percent of the rear yard. No accessory structure shall be constructed upon a lot until the construction of the main building has actually commenced, and no accessory structure shall be used unless the main building on the lot is also being used.

(Ordinance No. 184)

C. In cases where the property is zoned A-1, Agricultural, an accessory structure may be constructed in advance of a dwelling, provided that construction of the dwelling begins within two years. A signed agreement between the Director and property owner is required by the applicant prior to construction.

(Ordinance No. 184)

5. 4. Except as herein provided, every part of a required yard shall be open to the sky, unobstructed by a structure, except for the projection of sills, belt course, cornices, and ornamental features which are not to exceed 12 inches.

~~5. No basement or cellar shall be occupied for residential purposes until the remainder of the building has been substantially completed, except for a period not to exceed one year during construction of the principal building.~~

6. Open-lattice enclosed fire escapes, fireproof outside stairways, and balconies opening upon fire towers, and the ordinary projections of chimneys and flues into the rear yard may be permitted for a distance of not more than three and one-half feet and where the same are so placed as not to obstruct light and ventilation.

7. Covered stoops, uncovered stoops, unenclosed terraces, uncovered porches, platforms, and ornamental features which do not extend more than three feet above the floor level of the ground story may project into a required yard, and shall submit an application for zoning permit as required in Section 92.11 92.10, Required Permits. Projections shall maintain a distance of at least two feet from any the adjacent abutting side lot line. Projections may extend not more than eight (8) feet into the required front setback and may extend up to fifty (50) percent of the required rear setback.

(Ordinance No. 184)

8. Temporary structures buildings and uses that are used only in conjunction with construction work may be permitted in any district during the period of construction, but such temporary structures buildings shall be removed upon completion of the construction work and shall submit an application for zoning permit as required in Section 92.11 92.10, Required Permits.

(Ordinance No. 208)

9. More than one industrial, commercial, multiple dwelling, or institutional building or use may be established upon a single lot or tract in a district permitting these uses, provided that the yards and open spaces required around the boundaries of the lot or tract shall not be encroached upon by any such buildings, and provided further that there shall be no change in the intensity of use.

10. Where more than 40 percent of the frontage in a block has been built up with buildings having a front yard, then the building line of the building to be erected shall conform to the natural building lines of the block as determined by the existing buildings.

11. In instances where buildings are erected containing two or more uses housed vertically, the required side yards for the first floor use shall control.

12. Encroachment of ramps, elevators, mechanical access devices, and other structures intended to provide a reasonable accommodation that may be necessary, because of a disability, in compliance with the 2010 American Disability Act (ADA) Standards for Accessible Design, are exempt from all bulk requirements of the applicable zoning district.

13. 12. An accessory building may be built on an adjoining lot to the principle use, parcel, or tract if the adjoining lots, parcels or tracts are owned by the same property owner, and said property owner signs a Restrictive Covenant agreeing not to sever the adjoining lots, parcels, or tracts without the mutual consent of the Director and property owner.

14. 13. Accessory structures which are less than 100 square feet and have no permanent attachment to the underlying ground shall not require a Zoning Permit; however, all bulk requirements of the applicable zoning district shall be satisfied with the exception of rear and side setbacks.

15. Where one parcel of property is divided into two or more portions by reason of different zoning district classifications, each of these portions shall be used independently of the others in its respective zoning classification for the determination of permitted uses and application of bulk standards.

16. 14. Any pump, underground fuel storage tanks, and islands, including any canopies, shall be set back at least 20 feet from any street or lot line.

91.02 NONCONFORMING USES.

1. Statement of Intent. Within the various districts established by the Ordinance or by amendments that may later be adopted, there exist structures, use of land, use of structures, or use of land and structures in combination, which were lawful prior to the adoption of the Ordinance but which would be prohibited, regulated, or restricted under the provisions of the Ordinance. It is the intent of the Ordinance to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of the Ordinance that such nonconformities shall not be enlarged upon, expanded or extended.

2. Nonconforming Structures. Where a structure exists at the effective date of adoption or amendment of the Ordinance which could not be built under the terms of the Ordinance by reason of restrictions on area, lot coverage, height, yards, or other characteristic of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

A. Where an existing structure or structures or part or parts thereof are not in conformity with the Ordinance, no enlargement, alteration, or reconstruction shall be permitted which encroaches further into a required setback.

(Ordinance No. 208)

B. Should such structures be destroyed by any means to an extent of 60 percent or more of its fair market value at the time of destruction, exclusive of the foundation, it shall not be reconstructed except in conformity with the provisions of the Ordinance. If the structure is less than 60 percent destroyed above the foundation, it may be reconstructed provided that a zoning permit has been applied for within six months of such happening and reconstruction has been completed this is done within the time frame specified in 92.11, Required Permits six months of such happening.

3. Nonconforming Use of Land. ~~The lawful use of land~~ Where a use of land upon which no building or structure is erected or constructed ~~which becomes nonconforming under the terms of the Ordinance, as adopted or amended,~~ exists at the effective date of adoption or amendment of the Ordinance that would not be allowed in the zoning district under the terms of the Ordinance, the use may be continued so long as it remains otherwise lawful, subject to the following provisions:

A. No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of the Ordinance.

B. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel which was not occupied by such use at the effective date of adoption or amendment of the Ordinance.

C. If any such nonconforming use of land ceases for any reason for a period of more than six months, any subsequent use of such land shall conform to the district regulations of ~~for~~ the zoning district in which such land is located.

D. The casual, intermittent, temporary, or illegal use of land shall not be sufficient to establish the existence of a nonconforming use and the existence of a nonconforming use on the part of a lot or tract shall not be construed to establish a nonconforming use on the entire lot or tract.

E. If no expansions occur, a nonconforming use of land may be changed to another nonconforming use of a similar nature within the same or a more restrictive zoning classification. Whenever a nonconforming use has been changed to a more restrictive zoning use or to a conforming use, such use shall not thereafter be changed to a less restrictive use.

4. Nonconforming Use of Structures. ~~If a lawful~~ Where a use of a structure, ~~or of a structure and land in combination,~~ exists at the effective date of adoption or amendment of the Ordinance that would not be allowed in the zoning district under the terms of the Ordinance, the use may be continued so long as it remains otherwise lawful, subject to the following provisions:

A. No existing structure devoted entirely or in part to a use not permitted by the Ordinance

in the zoning district in which it is located shall be enlarged, extended, reconstructed, moved or structurally altered except which required by law, unless the use is changed to a use permitted in the zoning district which such structure is located.

B. Any nonconforming use may be extended throughout any parts of a structure building which were manifestly arranged or designed for such use at the time of adoption or amendment of the Ordinance. No such use shall be extended to occupy any land outside such building.

C. If no structural alterations are made, a nonconforming use of a structure may be changed to another nonconforming use of a similar nature within the same or a more restrictive zoning classification. Whenever a nonconforming use has been changed to a more restrictive zoning use or to a conforming use, such use shall not thereafter be changed to a less restrictive use.

D. Any ~~No~~ nonconforming use of a structure, ~~land, or structure and land in combination~~ which remains idle or unused for a continuous period of six months ~~one year~~, whether or not the equipment or fixtures are removed, shall not again be used except in conformity with the regulations of the zoning district in which such structure ~~such building or land~~ is located.

E. The casual, intermittent, temporary, or illegal use of a structure, land or structure and land in combination shall not be sufficient to establish the existence of a nonconforming use and the existence of a nonconforming use on the part of a lot or tract shall not be construed to establish a nonconforming use on the entire lot or tract.

F. Any structure devoted to a use made nonconforming by the Ordinance that is destroyed by any means to an extent of sixty (60) percent or more of its fair market value at the time of destruction, exclusive of the foundation, ~~shall only be reconstructed and used in conformance with the regulations of the district in which such building and land is located.~~ then the right to maintain the nonconforming use shall expire and the structure shall not be reconstructed except in conformity with the regulations of the zoning district in which such structure is located. If the structure is less than sixty (60) percent destroyed above the foundation, it may be reconstructed and used as before provided ~~this is done within six months of such happening.~~ that a zoning permit has applied for within six months of such happening and reconstruction has been completed within the time frame specified in 92.11, Required Permits.

5. Required Repairs. Nothing in the Ordinance shall be deemed to prevent the restoration to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Attachment C--Chapter 92—Administration

92.03 VARIANCES.

1. The Board of Adjustment shall hear and decide upon applications to vary the strict application of the height, area, setback, parking or density requirements to the extent necessary to permit the applicant a reasonable use of the property in those specified instances where there are peculiar, exceptional and unusual circumstances in connection with a specific parcel of land, which circumstances do not generally exist within the locality or neighborhood concerned and where the strict application of the ordinance would result in an unnecessary hardship. However, such variance shall not have the effect of nullifying the intent and purpose of the Ordinance. No variance shall be granted that encroaches the vision clearance standards established in Section 88.06.

2. Special conditions shall include but not be limited to a property owner who can show that their ~~his/her~~ property was acquired in good faith and where by reason of exceptional topographical conditions or other extraordinary or exceptional situations the strict application of the terms of the Ordinance actually prohibits the use of the property in a manner reasonably similar to that of other property in the district.

3. The special conditions and circumstances shall not result from the actions of the applicant. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of the Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the Ordinance in said district.

4. Review Process and Submittal Requirements.

A. Formal Application Submitted. An application for a variance submitted to the Planning and Development Department shall include:

(1) Application form, signed by the property owner, and filing fee.

(2) Written narrative explaining justification for proposed variance and conformance to the legal principles in Section 92.03(4)(D)(1).

(3) Site development plan sketch.

(4) Other information deemed necessary by the Planning and Development Director.

B. Interagency and Staff Review of Application. Following submittal, including applicable filing fee, of a completed application for a variance, Planning and Development shall review application materials for compliance with the legal principles in Section 92.03(4)(D)(1). The application shall also undergo review by members of the Interagency Review Team.

C. Meeting Notice for Board of Adjustment.

(1) Notice to Cities within Two Miles. Planning and Development staff shall send notice to any city located within two miles of the requested variance outlining the location, time, and date of the public hearing before the Board of Adjustment.

(2) Notice to Surrounding Property Owners. Planning and Development staff shall send a notice via mail to all surrounding property owners within one-fourth mile of the property included in the variance request outlining the location, time, and date of the public hearing before the Board of Adjustment.

(3) The failure to notify as provided in this section shall not invalidate any recommendation made under the terms of the Ordinance, provided such failure was not intentional, and the omission of the name of any owner of property who may, in the opinion of the Board of Adjustment, be affected by such amendment or change shall not invalidate any

recommendation adopted hereunder, it being the intention of this subsection to provide, to the fullest extent possible, due notice that an application is pending before the Board of Adjustment.

D. Public Hearing before the Board of Adjustment and Board of Adjustment Action. Following completion of interagency and staff review of the application for a variance, a staff report setting forth findings of fact concerning the application's conformance to the legal principles in Section 92.03(4)(D)(1) of this chapter and any recommendations for requirements or conditions to be imposed shall be prepared by Planning and Development staff and placed on the Board of Adjustment agenda. The staff report shall be presented by the Planning and Development staff at the Board of Adjustment meeting. Any person may submit comments or request to speak on the items prior to the start of the meeting. The public hearing shall be scheduled according to standard agenda procedures. After reviewing the application at a public hearing, the Board of Adjustment shall determine whether it concurs in whole or in part with the staff's proposed findings and recommendations. To the extent the Board does not concur, the Board shall propose its own findings of fact concerning the application's conformance to the legal principles in Section 92.03(4)(D)(1) of this chapter or recommendations and provide supporting reasons. The Board of Adjustment shall make a motion regarding compliance or noncompliance of the application to the legal principles, and such motion becomes the official decision of the Board of Adjustment.

(1) In deciding whether to grant a variance request, the Board of Adjustment shall consider all the following legal principles. All legal principles shall be satisfied in order for the Board of Adjustment to grant a variance.

a. Finding of unnecessary hardship: (i) the land in question cannot yield a reasonable return if used only for a purpose allowed in that zone; (ii) the plight of the owner is due to unique circumstances and not to general conditions in the neighborhood which may reflect the unreasonableness of the Ordinance itself; (iii) the use to be authorized by the variance will not alter the essential character of the locality.

b. Granting the variance will not be contrary to the public interest.

c. The spirit and intent of the Story County Cornerstone to Capstone (C2C) Comprehensive Plan and Story County Land Development Regulations are protected.

(Ordinance No. 208) (Ordinance No. 252)

E. Any such motion regarding compliance or noncompliance of the application to the legal principles shall specify the supporting reasons for the motion. To the extent the Board does not concur with staff's findings and recommendations, the Board shall propose its own findings of fact concerning the application's conformance to the legal principles in Section 92.03(4)(D)(1) of this chapter or recommendations and provide supporting reasons, including, but not limited to new facts or evidence presented at the public hearing. It shall be presumed ~~the application complies with all legal principles~~ that the Board adopts staff's findings and recommendations if the Board does not specifically make a motion regarding the compliance or noncompliance of the application of the legal principles not specifically found to be satisfied.

F. The Board of Adjustment may attach a condition to a variance that limits the duration of said variance or other condition related to the legal principles in Section 92.03(4)(D)(1).

5. Appeals of Actions of the Board of Adjustment. Any interested party may appeal a variance decision of the Board of Adjustment within 30 days of recording in the following ways:

A. Board of Supervisors. The Board of Supervisors may provide for its review of variances granted by the Board of Adjustment before their effective date. The Board of Supervisors may

remand a decision to grant a variance to the Board of Adjustment for further study. If remanded, the effective date of the variance is delayed for 30 days from the date of the remand.

B. Petition to Court. Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment under the provisions of Chapter 331 of the *Code of Iowa*, or any taxpayer, or any officer, department, board or bureau of the County may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision in the office of the board.

6. Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Planning and Development Director certifies to the Board of Adjustment, after notice of appeal shall have been filed, that by reason of the facts stated in the certificate, a stay would, in the Planning and Development Director's opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by a court of record on application, on notice to the Director and on due cause shown.

7. Expiration. Variances which have been granted in accordance with the provisions of the Ordinance shall be null and void at the end of six months from the date of granting if substantial action as defined in Section 85.08, Definitions, has not been taken to accomplish the purpose for which the variance was granted. A six-month extension may be granted by the Director or their his/her designee upon written request to the Planning and Development Department.

(Ordinance No. 266)

92.06 AMENDING THE OFFICIAL ZONING MAP (REZONINGS).

2. Standards for Approval. All petitions to rezone shall satisfy the following standards for such requested action to be approved:

A. The proposed rezoning shall conform to the Cornerstone to Capstone (C2C) Comprehensive Plan, including any land use plans that are adopted as components of the C2C Plan. If the proposed rezoning is not in conformity with the Cornerstone to Capstone (C2C) Comprehensive Plan, an amendment to the Cornerstone to Capstone (C2C) Comprehensive Plan shall also be proposed.

92.08 AMENDING THE CORNERSTONE TO CAPSTONE (C2C) COMPREHENSIVE PLAN.

This section defines the process, application requirements, and standards for approval for amendments to the Cornerstone to Capstone (C2C) Comprehensive Plan. If a request for a text amendment or rezoning requires an amendment to the C2C Plan, such C2C Plan Amendment(s) shall be approved prior to the consideration of any text or rezoning amendment.

92.10 REQUIRED PERMITS.

Land shall not be occupied or used, and no building or structure shall hereafter be moved, erected or increased in size and occupied or used in whole or in part for any purpose until all required permits are acquired.

(Ordinance No. 192)

1. Types of Permits. Story County may issue the following types of permits as defined in Section 85.08, Definitions: Conditional Use, Zoning, Home Business, Grading, Change of Use, Sign, and Special Events.

(Ordinance No. 192)

A. Applicable permits shall certify the use and/or structure conforms to all the minimum requirements of the Ordinance.

(Ordinance No. 192)

B. A change of use to land and/or structure, or portion thereof, shall not be made prior to permits being issued indicating the changes are in conformance with the requirements of the Ordinance.

(Ordinance No. 192)

2. Issuance of Permits. All applications shall be reviewed for conformance to all zoning requirements, floodplain regulations, platting, and other requirements ~~and processed according to the procedures adopted annually by the Story County Board of Supervisors.~~ If wastewater generation is proposed, a zoning permit shall not be issued prior to review and approval by the Story County Environmental Health Department.

A. A preliminary zoning permit will be issued following an initial review if all applicable requirements are met to allow for the beginning of construction.

B. A final permit shall be issued following a final inspection if all applicable requirements are met.

3. Required Inspections. ~~All work for which a zoning permit is required shall be subject to a foundation location inspection.~~

A. All work for which a zoning permit is required shall be subject to a foundation location inspection prior to construction to ensure conformance to all zoning requirements, floodplain regulations, platting, and other requirements.

B. A final inspection shall also be completed after all construction has been finished in order to ensure conformance to all zoning requirements, floodplain regulations, erosion and sediment control requirements, platting, and other requirements.

(Ordinance No. 192)

4. Expiration of Permits. A preliminary development permit shall be null and void at the end of six months from the date of issuance unless construction has commenced. A six-month extension to the preliminary development permit may be granted by the Director or their his/her designee upon written request to the Planning and Development Department. The extension shall be requested by the applicant prior to the initial six-month deadline. Construction must be completed within 18 months after the issuance or extension of the preliminary development permit. A final permit shall be issued after final inspection.

Attachment D--Chapter 93—Planning and Development Infractions

93.03 COUNTY INFRACTION; ISSUANCE OF CITATION.

If the violator does not correct/abate the violation or provide an acceptable schedule to correct/abate the violation or does not comply with the schedule, a citation for a County infraction may be issued. Any County employee authorized to enforce the regulations to which this chapter applies may issue a citation. A citation shall be issued according to the following procedure:

1. A County infraction is punishable by the following civil penalties:

(Code of Iowa, Sec. 331.307[1])

- A. First Offense – Not to exceed \$750.00
 - B. Each Repeat Offense – Not to exceed \$1,000.00
2. A citation may be issued only by an authorized employee who has witnessed the violation.
 3. A citation may be issued only after the following criteria have been met:
 - A. The issuance of the citation is authorized by the Planning and Development Director;
 - B. The citation is signed by the authorized employee issuing the citation prior to issuance/service to the violator;
 - C. The citation contains all information as required by State law, including:
 - (1) The name and address of the violator;
 - (2) The name or description of the infraction attested to by the authorized employee issuing the citation;
 - (3) The location and time of the infraction;
 - (4) The amount of the civil penalty (fine) to be assessed or the alternate relief sought, or both;
 - (5) The manner, location and time in which the penalty may be paid;
 - (6) The time and place of court appearance; and
 - (7) The penalty for failure to appear in court.
 4. The citation may be served by personal service or by certified mail return receipt requested.
 5. If the violation has not been corrected/abated by the compliance date established on the citation, a citation may be issued immediately for a repeat offense, i.e., a recurring violation of the same section of this Code of Ordinances. Each day each violation continues after the compliance date established on the citation may be deemed a separate County infraction.
 6. Upon issuance of a citation, the employee shall give one copy ~~two copies~~ to the violator. One copy shall be retained by the Planning and Development Office and one copy sent to the Clerk of Court's Office.
 7. All citations shall be numbered, and the Planning and Development Office shall keep a record of all citations issued or voided and shall be responsible for delivering a copy of the

citation to the court.

8. The employee issuing the citation shall appear in court when the hearing is held.