

STAFF REPORT Ames Urban Fringe Plan Status

April 8, 2008

The City Council last reviewed and discussed the status of implementation of the Ames Urban Fringe Plan on December 11, 2007. This included a draft of a proposed Joint and Cooperative Agreement by planning staff of Ames, Gilbert, and Story County. In preparation for the upcoming joint meeting on April 22, 2008, with the Gilbert City Council and Story County Board of Supervisors, a new draft of the 28E Agreement has been prepared. The draft identifies optional language in select sections reflecting County staff proposed language – “Option A,” and City staff proposed language “Option B.” The draft is attached and the following update is presented:

I. Response to Council comments of December 11, 2007

The City Council made the following comments or observations (underlined text): Staff comments follow each item.

1. The agreement should reference the issue of involuntary annexation.
Response: Proposed 5.3.4 Option B refers to any form of annexation. *Code of Iowa 368* includes detailed requirements for notice, public hearing, and decision-making procedures for all forms of annexation.

2. Agreement effective 5 years, but can be cancelled upon 30 days notice (Section 9):
Response: Story County requested the five year effective period, which in effect requires the agreement and possibly the Plan to be reviewed in five years. Although the Agreement can be cancelled with 30 days notice, Section 8.4 requires the parties to meet and discuss the issues first. Given these cancellation provisions and the length of time required to create the Plan and Agreement, the City should propose that the effective period be eliminated or lengthened.

3. Amending the Plan should not always require unanimous approval of all parties:
Response: Gilbert has proposed the following language to modify the provisions of 6.2 “Amending the Ames Urban Fringe Plan:”

Outside its two-mile extra-territorial zone, the City of Gilbert shall have the right to participate in the approval process of only those amendments where there is reasonable expectation of significant impact on Gilbert resulting from the amendment. In assessing potential impact, both the magnitude of possible impact, as well as the geographic proximity to Gilbert of the possible impact, shall be considered.

This essentially allows Gilbert to opt out of a Plan amendment decision. Gilbert is the only party to the Plan that has jurisdiction over only a portion of the Ames Urban Fringe. This provision still prohibits Ames and Story County from denying Gilbert’s participation. This reflects that cooperation is the essence of this joint plan. It is unlikely that any of the three jurisdictions would follow a plan containing policies with which it does not agree.

4. Amendment process should be an attachment:
Response: This change has been incorporated into Section 6.2.2 by reverencing Attachment C. In that process, note that the public notice for the joint meeting occurs after the three jurisdictions meet separately. If the parties to the Plan each approve the amendment separately, this meeting can be cancelled and notice not published.

5. Annexation should not always be ruled out.

Response: The Plan policies allow the Urban Services Areas to be annexed. The Plan designates Rural Service and Agricultural Conservation Areas and Rural/Urban Transition Areas to remain unincorporated. Sections 5.3.5 and 5.3.6 allow for changing either of these Plan designations to Urban Services Areas so that annexation can be considered.

II. Unresolved Issues

The joint planning staffs were not able to resolve the following two issues. Options suggested by County and City planning staff are presented and discussed for each of these.

1. When will amendments to the County Zoning Map be required?

5.1.3.4 **Option A:** Any development proposed not a Principle Permitted Use, Permitted Accessory Use, or Conditional Use in the A-1 Agricultural or A-2 Agribusiness District of the *Story County Land Development Regulations (2008)*, triggers an amendment to the Official Zoning Map of Story County, Iowa, to a district as defined in the Urban Fringe Regulations Chapter.

5.1.3.4.1 Such application to amend the Official Zoning Map of Story County, Iowa shall be submitted to the County and processed according to Sections 5.1.3.1, 5.1.3.2 and 5.1.3.3 as defined herein.

5.1.3.4.2 This Section shall not apply when property is proposed to be rezoned from A-1 Agricultural to A-2 Agribusiness or from A-2 Agribusiness to A-1 Agricultural.

Discussion on Option A: Although Story County is enacting new zoning codes to reflect the policies for the Ames Urban Fringe, it is not prepared to rezone the entire Ames Urban Fringe to the new zoning districts. The logistics, costs, and complexity of such an action make it unreasonable. It is also unnecessary, since the policies for most of the Ames Urban Fringe, the agricultural areas, remain largely unchanged. Therefore, uses currently allowed in the A-1 and A-2 zones will continue to be allowed. These uses are also allowed in the new Agriculture and Farm Service district, the agricultural district in the Ames Urban Fringe. For the areas planned for non-agricultural uses, the new policies will guide any change in use, through the rezoning process.

Option B: Any application for division of any parcel or for a Zoning Permit in the A-1 Agricultural or A-2 Agribusiness District for a use that is not a Principle Permitted Use, Permitted Accessory Use, or Conditional Use in the *Story County Land Development Regulations (current year)*, triggers an amendment to the Official Zoning Map of Story County, Iowa, to a district as defined in the Urban Fringe Regulations Chapter.

5.1.3.4.1 Such application to amend the Official Zoning Map of Story County, Iowa shall be processed according to this Agreement.

Discussion on Option B: Option A allows rezoning from A-1 to A-2, which is a problem because A-2 zoning includes overly broad language pertaining to commercial uses associated with agriculture. The phrase "similar uses" has been interpreted in a way that allows a wide variety of processing of agricultural products. Such uses can be a problem if carried out next to or near urban development. The new Agriculture and Farm Service district anticipated by the Plan allows some agriculturally related commercial uses without the problem phrase, "similar uses." Option B eliminates that provision that allows rezoning to A-2 within the Ames Urban Fringe.

2. What happens if the City denies an annexation request?

5.3.1 **Option A: Annexation of Property within the Urban Service Area.** It is the Cooperators' intent that cities will annex all property within the Urban Service Area eligible for annexation. Applicable City shall make a determination of such eligibility within thirty (30) days after receiving an annexation petition and provide notice of such determination to the applicant, property owner, and County.

5.3.3.1 City closest to the initiating property will consider potential annexation.

5.3.3.2 **Annexation upon Application from Property Owner.** If the property is eligible for annexation (*see Definitions in Appendix*), the City shall have two (2) years, or such longer time as the County and City may agree upon, from the date of such application for annexation, to approve or deny annexation of the property, during which time the County shall not act upon any application for rezoning or subdivision (other than an agricultural subdivision plat as specified in Section ___ of this Agreement.)

5.3.3.3 **Annexation upon Referral from County.** If an application for rezoning or subdivision (other than an agricultural subdivision plat as specified in Section ___ of this Agreement) is submitted to Story County for lands located in the Urban Service Area, the County shall provide a written referral for annexation to the City closest to the property within twenty days (20) of receipt of application for rezoning or subdivision.

5.3.3.3.1 County shall not consider an application for rezoning or subdivision until such time City has acted upon an annexation as established in Section 5.3.3.2.

5.3.3.4 **Denial of Annexation Petition.** The City shall promptly forward to the County minutes from the meeting of the City Council and associated staff reports and recommendations regarding the denial of any annexation petition in the Urban Service Area within twenty (20) days of the date of denial.

5.3.3.4.1 If the City denies an annexation petition, the County may proceed to process the development proposal according to the requirements of Section 5.2.4 of this Agreement and will require a binding agreement to annex as a condition of approval, unless the property is designated Community Commercial Node, Convenience Commercial Node or Planned Industrial on the Plan.

Discussion on Option A: Rural property owners in the Urban Services Area who want their property to be developed need a clear process for decisions by public agencies. Typically, such property owners approach the County. Since the Plan requires that annexation precedes development, then the County refers application requests first to the City to decide on the annexation issue. If the land is not contiguous to the city limits or the needed infrastructure is not yet available to the property, or for other reasons, the City may deny the annexation. In this case, if the property owners still want the land to be developed, they can apply for a subdivision. The City can still deny the subdivision or the City can allow the development to proceed under the Rural /Urban Transitional Area standards.

5.3.1 **Option B: Annexation of Property within the Urban Service Area** In areas designated Urban Services Area in the Plan, only the City closest to the initiating property will consider potential annexation. Although the Plan designates such an area for annexation at the time of development, the City is not bound to annex upon request. If the City denies annexation, the policies of the Plan and this

Agreement with respect to changes in zoning, subdivision requests, and all other matters shall apply, with a presumption of continued agricultural use.

Discussion on Option B: Option A section 5.3.3.4.1 results in a defacto change to Rural/Urban Transitional land uses, which allows development without annexation. However, the purpose of the Urban Services Area is to ensure that development does not occur without annexation. Option A does not allow the City to determine the appropriate timing of annexation and associated development.

Also, allowing development without annexation will also make it very difficult for the City to assign costs of development to the development itself, at the time of annexation.

Option B also eliminates procedural steps in the other sections of Option A. The *Code of Iowa* lays out a process for annexation decisions involving both the City and County and others. Rural property owners in the Urban Services Area can be referred to that process. Adding a different process will be confusing.

III. Other Revisions

Subdivision Regulation: The two Option B's shown under Subdivision regulations (5.2.2 and 5.2.3) simply describe more fully the scope of authority, when it applies and simplify the language of the Agreement.

IV. Other Issues

1. County ordinance establishing zones and regulations for the Urban Fringe Area. Staff does not have information at this time about the process and schedule for Public and City review of the proposed ordinance.
2. Rezoning to be consistent with the Plan. The agreement requires rezoning before any land division or certain changes in use. City staff has compared the current County zoning designations with the Land Use Framework Map and finds only one significant inconsistency, which is the land along Stagecoach Road. This land is currently zoned R-1, allowing residential development on lots with no minimum size, whereas the Plan designation is Rural Residential, requiring lots to be one acre or more. Staff recommends that the City ask the County to agree to rezone this R-1 land to the Urban Fringe zoning district that is consistent with the Plan.
3. LESA Exception. Most of the land within the Ames Urban Fringe is currently zoned by Story County as A-1 Agriculture. This zoning designation is not proposed to be changed until land is developed or a different use is proposed. The intent of this zoning is to protect agricultural land and accommodate land uses compatible with agriculture. The minimum lot size for new single-family residences is 35 acres. Exceptions to this are allowed for certain farmsteads and for land that is least suitable for agriculture. This exception is determined through criteria of the Land Evaluation and Site Assessment system, a scoring process administered by Story County Planning and Zoning Department staff. Through thirty years of administering its agricultural protection land use policy, Story County has found this to be an essential tool that recognizes the variety of land conditions within rural agricultural areas.

City staff is concerned that this system for exceptions allows potential rural, non-farm residences on lots of one to ten acres. If such development is scattered within potential development areas, it can impede well-planned development and efficient growth of the City. Therefore, the City should ask Story County to agree to adopt a zoning text amendment to

limit the application of this LESA Exception within the Ames Urban Fringe to only land that the plan designates within the Rural Service and Agricultural land use class.

4. Story County Study Area. This area north of Ames between 190th Street and 180th Street is still the subject of a more detailed land use study. Public input is needed on alternatives for land use distribution in this area, followed by discussion by the Commissions, Boards, and Councils of the three affected jurisdictions. The Ames Urban Fringe Plan jurisdictions will need to make land use policies for this area, preferably before the Joint and Cooperative Agreement is approved.

IV. Summary

Three major issues remain to be resolved among the three parties to the agreement:

1. When will amendments to the County zoning will be required?
2. What happens when the city determines that an area is not ripe for annexation?
3. Will the LESA exception to the 35-acre minimum lot size will be applied where future development is planned?

The city and county staffs were unable to reach agreement on these three issues. City staff suggests that the Council discuss these issues at the April 22 joint meeting.

**AMES URBAN FRINGE
JOINT AND COOPERATIVE AGREEMENT
[Iowa Code 28E]**

DISCUSSION DRAFT
03-28-08

This Joint and Cooperative Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the authority of the *Code of Iowa* Section 28E on this _____ day of _____, 200_ by and between Story County, Iowa, (hereinafter referred to as "County"); the City of Ames, Iowa (hereinafter referred to as "Ames"); and the City of Gilbert, Iowa (hereinafter referred to as "Gilbert"). The two cities shall be referred to hereinafter collectively as "Cities", and all three entities collectively as the "Cooperators".

WHEREAS, continued growth and development within the two mile extraterritorial jurisdiction area of Ames (hereinafter the "Fringe Area") has resulted in a situation requiring increased coordination among the Cooperators to achieve better land use management and control of development within the area; and

WHEREAS, the two mile extraterritorial jurisdiction area of Gilbert overlaps into significant portions of the Fringe Area; and,

WHEREAS, the councils of Cities have previously asserted the two mile extraterritorial jurisdiction over land subdivisions available to them pursuant to the *Code of Iowa, Chapter 354*; and,

WHEREAS, the long range, comprehensive planning documents of each Cooperator establish goals and policies that require the rational and efficient development of land in furtherance of the social and economic well-being of its respective citizens; and,

WHEREAS, the governing bodies of Cooperators have determined that the best method for achieving such rational and efficient development is through a coordinated program of inter-jurisdictional land use and planning; and,

WHEREAS, the provisions of the *Code of Iowa* Section 28E were adopted to facilitate such inter-jurisdictional cooperative efforts; and

WHEREAS, the Cooperators have heretofore developed and approved in July of 2006, pursuant to public notice, hearing and decision, a document entitled "Ames Urban Fringe Plan" (hereinafter the "Plan") that sets forth specific understandings, goals and policies to guide and control the future development of the Fringe Area; and,

WHEREAS, the Cooperators now seek to provide a legal mechanism for the implementation of the Plan through the adoption of this Agreement; and,,

WHEREAS, each Cooperator has determined, and deems, that it is in the best interests of the Cooperator and the most efficient use of the Cooperator's power and authority with respect to land use planning within the Fringe Area, that the County and

Cities enter into this Agreement pursuant to the provisions of the *Code of Iowa* Section 28E.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Compliance with the Plan.

The Cooperators agree to observe, follow, and comply with all policies for development in the Fringe Area as set forth in the Plan, and its approved attachments, including the *Land Use Classes Map* and the *Land Use Framework Map*, in conducting their land use functions within the territory of the Fringe Area.

Section 2 Incorporation of Planning Documents

The Plan, approved July [], 2006 is hereby incorporated into this Agreement for all purposes, and is attached hereto as Attachment A.

The *Land Use Classes Map* is hereby incorporated into this Agreement for all purposes, and is attached hereto as Attachment B.

The *Land Use Framework Map*, is hereby incorporated into this Agreement for all purposes, and is attached hereto as Attachment C.

Section 3. Protecting Agricultural Operations

It is agreed and understood by the Cooperators that neither this Agreement, nor any policy set forth in the Plan, shall interfere with the ~~Right to Farm~~ as established by the *Code of Iowa*.
What to insert here?

Section 4. Fringe Area Boundary

The area within which this Agreement shall be in effective in the Planning Area Boundary as specifically established by the Plan.

Section 5. Administration of the Plan

It is the purpose of this Agreement to provide for an alternative, and more efficient, method for the regulation and processing of development within Fringe Area. To achieve this purpose, Cities and County agree that each will waive the exercise of some portion of its otherwise existing administrative authority in order to facilitate the operation of this Agreement in the manner hereinafter set forth in this Section 5. Where an existing administrative function is not specifically referenced in this Section 5 it shall continue to be normally exercised unless it would render one or more of the following subsections inoperative, in which case it shall be deemed to be waived to the extent necessary to give effect to any subsection hereof.

5.1 County Zoning Regulations:

- 5.1.1 **Story County Land Development Regulations.** Zoning regulations for unincorporated Story County are under the authority of Story County through the adoption of the *Story County Land Development Regulations* and the provisions of Chapter 335, *Code of Iowa* (2005).
- 5.1.2 **Urban Fringe Regulations** Chapter ____ entitled "Urban Fringe Regulations" of the Story County *Land Development Regulations* is consistent with the Plan, and apply to properties within the Fringe Area.

5.1.2.1 Prior to adopting an ordinance amending Chapter ___ Urban Fringe Regulations of the *Story County Land Development Regulations*, County agrees to notify Cities and invite input.

5.1.2.2 Nothing in this Agreement shall be construed or applied to limit the County's legislative authority or discretion in adopting or amending its land use regulations.

5.1.3 **Official Zoning Map of Story County, Iowa.** Amendments to the Official Zoning Map of Story County, Iowa (rezoning) shall conform to the goals and policies set forth in the Plan and the Land Use Framework Map.

5.1.3.1. All applications for amending the Official Zoning Map of Story County, Iowa will be processed in accordance with the requirements set forth in the *Story County Land Development Regulations*.

5.1.3.2. County shall not take action on any request to amend the Official Zoning Map of Story County, Iowa, when such request is accompanied by a request to amend the Plan.

5.1.3.2 Such request to amend the Plan processed as defined in Section 6.2 shall be acted upon by all applicable Cooperators prior to action by the County on an amendment to the Official Zoning Map of Story County, Iowa

5.1.3.3 County shall forward to Cities, for purposes of notice, each request it receives for rezoning of property within the Fringe Area within twenty (20) days of receipt.

5.1.3.4 **Option A:** Any development proposed not a Principle Permitted Use, Permitted Accessory Use, or Conditional Use in the A-1 Agricultural or A-2 Agribusiness District of the *Story County Land Development Regulations (2008)*, triggers an amendment to the Official Zoning Map of Story County, Iowa, to a district as defined in the Urban Fringe Regulations Chapter.

5.1.3.4.1 Such application to amend the Official Zoning Map of Story County, Iowa shall be submitted to the County and processed according to Sections 5.1.3.1, 5.1.3.2 and 5.1.3.3 as defined herein.

5.1.3.4.2 This Section shall not apply when property is proposed to be rezoned from A-1 Agricultural to A-2 Agribusiness or from A-2 Agribusiness to A-1 Agricultural.

Option B: Any application for division of any parcel or for a Zoning Permit in the A-1 Agricultural or A-2 Agribusiness District for a use that is not a Principle Permitted Use, Permitted Accessory Use, or Conditional Use in the *Story County Land Development Regulations* (current year), triggers an amendment to the Official Zoning Map of Story County, Iowa, to a district as defined in the Urban Fringe Regulations Chapter.

5.1.3.4.1 Such application to amend the Official Zoning Map of Story County, Iowa shall be processed according to this Agreement.

5.1.4 Properties zoned a classification inconsistent with this Agreement, or the Plan as determined by the Cooperators, as of the date this Agreement is executed, shall not be deemed to be in violation of this Agreement or the Plan, as long as such zoning remains in effect on the property.

5.2 Subdivision Regulation:

5.2.1 **Rural Service and Agricultural Conservation Area Designation.** In areas designated Rural Service and Agricultural Conservation Area in the Plan, Cities agree to waive the exercise of their extra-territorial subdivision authority and application of their respective related design and improvement standards.

5.2.2 **Option A: Urban Service Areas Designation.** In areas designated Urban Services Area in the Plan, County agrees to waive its subdivision authority as applied to Minor and Major Subdivisions defined in the *Story County Land Development Regulations*. However, County may take action on Agricultural Subdivisions as defined therein.

Option B: Urban Service Areas Designation. In areas designated Urban Services Area in the Plan, County agrees to waive the exercise of its subdivision authority and related site planning standards as applied to the division of any parcel, except for Agricultural Subdivisions as defined in the Appendix to this Agreement.

5.2.3 **Option A: Rural Urban Transition Area Designation.**—In areas designated Rural Urban Transition Area in the Plan Cities and County will exercise subdivision authority in the following manner.

5.2.3.1 When a property is located in the Rural Urban Transition Areas on the Plan, the subdivision process applicable to such property is defined herein this Agreement in Appendix ___ - Subdivision Procedure – RUTA Designation.

5.2.3.1 When a property is located in the Rural Urban Transition Areas on the Plan, the Cooperators agree that a subdivision is defined as included in Appendix ___ - Definitions.

5.2.3.2 All development shall conform to the RUTA Improvement Standards as defined in Appendix ___ - RUTA Improvement Standards or waiver of such standards approved by both applicable City and County approved prior to action on a proposed subdivision.

Option B: Rural Urban Transition Area Designation.—In areas designated Rural Urban Transition Area in the Plan, Cities and County will apply subdivision authority and related design and improvement standards to the division of any parcel, except for Agricultural Subdivisions, in the manner described in Appendix Y and Appendix Z to this Agreement.

Need to insert a cross-reference to the annexation issues here??

5.3 Annexation:

5.3.1 **Planning Area Boundary.** In consideration of the fact that annexation has the effect of extending the two-mile extraterritorial subdivision plat review

area as defined by the Code of Iowa beyond the Planning Area Boundary defined in the Plan, Cooperators understand and agree that Cities shall waive their extra-territorial jurisdiction in such extended area, and that County shall approve pursuant to such waiver and within such extended area, only those subdivisions defined as agricultural subdivisions, which shall be so designated on the face of each Final Plat. ~~or~~ Alternatively, a request to amend the Plan to extend the Planning Area Boundary shall be submitted for review and approval of all Cooperators.

- 5.3.2 Cities agree to voluntarily annex territory in accordance with the goals and policy statements set forth in the Plan.
- 5.3.3 ~~**Applications Forwarded to County.** Cities agree to, upon receipt of annexation request, forward applications requesting annexation or severance (de-annexation) of property within the fringe area specified in this Agreement to the County for review and comment prior to consideration by their respective Planning and Zoning Commissions and City Councils within twenty (20) days of receipt. (Confusing because Code of Iowa 368.7 also contains a timetable for notice to County.~~
- 5.3.4 **Option A: Annexation of Property within the Urban Service Area.** It is the Cooperators' intent that Cities will annex all property within the Urban Service Area eligible for annexation. Applicable City shall make a determination of such eligibility within thirty (30) days after receiving an annexation petition and provide notice of such determination to the applicant, property owner, and County.
 - 5.3.3.1 City closest to the initiating property will consider potential annexation.
 - 5.3.3.2 **Annexation upon Application from Property Owner.** If the property is eligible for annexation, the City shall have two (2) years, or such longer time as the County and City may agree upon, from the date of such application for annexation, to approve or deny annexation of the property, during which time the County shall not act upon any application for rezoning or subdivision (other than an agricultural subdivision plat as specified in Section ___ of this Agreement.)
 - 5.3.3.3 **Annexation upon Referral from County.** If an application for rezoning or subdivision (other than an agricultural subdivision plat as specified in Section ___ of this Agreement) is submitted to Story County for lands located in the Urban Service Area, the County shall provide a written referral for annexation to the City closest to the property within twenty days (20) of receipt of application for rezoning or subdivision.
 - 5.3.3.3.1 County shall not consider an application for rezoning or subdivision until such time City has acted upon an annexation as established in Section 5.3.3.2.
 - 5.3.3.4 **Denial of Annexation Petition.** The City shall promptly forward to the County minutes from the meeting of the City Council and associated staff reports and recommendations regarding the denial of any annexation petition in the Urban Service Area within twenty (20) days of the date of denial.

- 5.3.3.4.1 If the City denies an annexation petition, the County may proceed to process the development proposal according to the requirements of Section 5.2.4 of this Agreement and will require a binding agreement to annex as a condition of approval, unless the property is designated Community Commercial Node, Convenience Commercial Node or Planned Industrial on the Plan.

Option B: Annexation of Property within the Urban Service Area In areas designated Urban Services Area in the Plan, only the City closest to the initiating property will consider potential annexation. Although the Plan designates such an area for annexation at the time of development, City is not bound to annex upon request. If the City denies annexation, the policies of the Plan and this Agreement with respect to changes in zoning, subdivision requests, and all other matters shall apply, with a presumption of continued agricultural use.

- 5.3.5 **Annexation of Property within the Rural Service and Agricultural Conservation Areas.** In areas designated Rural Service and Agricultural Conservation Area in the Plan, Cities agree not to annex properties during the term of this Agreement without the Land Use Framework Map being amended first.
- 5.3.5 **Annexation of Property within the Rural/Urban Transition Areas** In areas designated Rural/Urban Transition Area in the Plan, City shall not review annexation requests until such time the Plan has been amended to designate such property as Urban Service Area and then such annexation processed in accordance with this Agreement.
- 5.3.6 **Annexation of Right-of-Way.** When undertaking any annexation of land within the Fringe Area, Cities shall annex the entire width of public rights-of-way located within and immediately adjacent to such lands.

Section 6. Plan Review and Amendment

6.1 Plan Review

At any time during the term of this Agreement, either the Chair of County Board of Supervisors or either Mayor of Cities may initiate a review of the policies of the Plan by providing a notice in writing of the intent to so review.

6.2 Amending the Ames Urban Fringe Plan

- 6.2.1 The Plan may be amended at any time following a review pursuant to Section 6.1 above, by a unanimous vote of Cooperators, following official action by each Cooperator's governing body.
- 6.2.2 Cooperators have agreed to an administrative process for the consideration of Plan amendments, which process is set forth on Attachment C, Plan Amendment Process, and incorporated herein for all purposes.
- 6.2.3 It is understood and agreed that the provisions of Attachment C may be revised from time to time by formal unanimous action of Cooperators.

Section 7. Amendment of Agreement

- 7.1 This Agreement may be amended at any time by unanimous consent, in writing, of Cooperators. Any Cooperator desiring an amendment to this Agreement shall notify the other Cooperators of its desire, and the reasons for the request.
- 7.2 Such request shall be in writing to the other Cooperators, and shall be considered without unreasonable delay and within no more than sixty (60) days of receipt.
- 7.3 If the request is agreed to by the other Cooperators. Each Cooperator shall prepare and submit to the others a certified resolution setting forth the affirmative vote of the Cooperator's governing body.
- 7.4 The amendment shall take effect ten (10) days following receipt of the last such resolution by the other Cooperators. Amendments shall be filed and recorded as required by Section 14 hereof.

Section 8. Termination of Agreement.

- 8.1 It is the intent of this Section to provide the sole and exclusive method for termination of the mutual rights and obligations of Cooperators pursuant to this Agreement.
- 8.2 Any Cooperator may terminate this Agreement at any time, and for any reason, by providing written notice to the other Cooperators, which termination shall be effective thirty (30) days following receipt by the other Cooperators,
- 8.3 If, at the time of the giving of such notice, a Cooperator is in breach of this Agreement, it is understood and agreed that the actions of Cooperator giving rise to such breach shall be null, void and of no force or effect whatsoever, ab initio, and that for such actions to be effective will have to be repeated following termination of this Agreement pursuant to this Section 8.
- 8.4 Prior to exercising any termination permitted by this Agreement, the governing body of Cooperator seeking termination shall meet, in good faith, with governing body(ies) of non-terminating Cooperator(s) in attempt to resolve or explain the reasons for termination and shall follow the procedure for termination as shown in Appendix x..

Section 9. Effective Period.

This Agreement shall become effective as of the date first set forth above, following acceptance and execution by the parties, and shall be in effect for five (5) years after such date, unless earlier terminated pursuant to Section 8 above. This Agreement shall be automatically renewed unless any Cooperator objects in writing to such renewal prior to the renewal date.

Section 10. No Separate Legal/Administrative Entity Created.

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Cooperator be affected in any way beyond the terms of this Agreement. It is further agreed and understood by the parties hereto that no financial obligations upon any Cooperator are intended to be created hereby.

Section 11. Entire Agreement.

This Agreement represents the entire understanding between the Cooperators and no Cooperator is relying on any representation or understanding which may have been made by another Cooperator and which is not included in this Agreement.

Section 12. Severability/Invalidity

If any term, provision or condition of this Agreement shall be determined to be 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 or substantially frustrate the attainment of the purposes of this Agreement.

Section 13. Notices.

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party designated to receive notice for each Cooperator as set forth in this Agreement. The effective date for any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as Federal Express or UPS.

Notices shall be delivered to the following persons at each Cooperator:

County: Chairperson, Story County Board of Supervisors
Story County Administration
900 6th Street
Nevada, Iowa 50201

Ames: Ames Director of Planning
[Address]

Gilbert Mayor, City of Gilbert
[Address]

Section 14. Recordation

This Agreement shall be recorded pursuant to the requirements of ~~Iowa~~ *Code of Iowa* Section 28E.

Section 15. Entire Agreement.

This Agreement and attachments attached hereto constitute the entire Agreement, among the Cooperators and supersedes or replaces any prior agreements among the Cooperators relating to its subject matter.

Section 16. No Waiver.

The waiver or acceptance by any Cooperator of a breach or violation of any provisions of this Agreement by another Cooperator shall not operate as, or be construed to be, a waiver of any subsequent breach.

Section 17. No Assignment or Delegation.

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of all the Cooperators.

Section 18. Authority and Authorization.

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and

that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

Section 19. Headings and Captions.

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

Section 20. Counterparts.

The Cooperators agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Dated this _____ day of _____, 2008.

STORY COUNTY

By: _____
Chairperson, Board of Supervisors

County Auditor

Dated this _____ day of _____, 2008

CITY OF AMES

By: _____
Mayor
Attest: _____
City Clerk
Approved by:

CITY OF GILBERT

By: _____
Mayor
Attest: _____
City Clerk
Approved by:

ATTACHMENTS:

Definition of Terms

Eligible for Annexation: The phrase "eligible for annexation" shall mean any land that is eligible for annexation pursuant to the *Code of Iowa*, is located inside the Urban Service Area established by Plan, is contiguous to the City's boundary for a distance of at least 1/6th of a parcel's boundary or complies with regulations set forth by applicable City.

Planning Area Boundary

Agricultural Subdivision: A parcel or tract of land divided into two or more lots and used for agricultural purposes, when no new development lots are created, when no land is set apart for new streets, alleys, parks dedicated open space, school property or public use and when the parcel or tract of land being divided lies wholly within the A-1 or AFS District.

Development

Appendix X

Procedure for Termination

Initiation

The Cooperator initiating the termination of this Agreement shall forward a letter to all Cooperators stating their intent to terminate the Agreement and outline their reason(s) for termination.

Mediation

Within sixty (60) days of receipt of letter of intent, Cooperators shall jointly seek mediation services and meet to address the issues of the terminating Cooperator.

Cooling Off

After sixty (60) and no less than 180 days of mediation meeting, the Cooperator initiating the termination process shall pass a resolution stating their intent to terminate the Agreement. If a resolution has not been passed after 180 of the mediation meeting, it shall be considered by Cooperators that the initiating Cooperator no longer intends to terminate this Agreement.

Appendix Y

Subdivision Procedure and Standards – Rural/Urban Transition Area Land Use Class

1. Joint Subdivision Conceptual Plan application form, original signatures, submitted to both jurisdictions, with fee to each. (Need to define contents of “Conceptual Plan.”)
2. Conceptual Plan review by County staff and by City staff, with Planning representative from each jurisdiction attending both.
3. Conceptual Plan to City Planning and Zoning Commission for recommendations on consistency with City policies, modifications to infrastructure requirements, requirements for agreements pertaining to future annexation, special assessment and rural water buy-out and other variables in the Plan.
4. Conceptual Plan to City Council for decision on consistency with City policies, modifications to infrastructure requirements and other variables in the Plan.
5. Follow County Preliminary Plat process.
6. Follow City Preliminary Plat process.
7. Follow County Final Plat process.
8. Follow City Final Plat process.

Appendix Z

Subdivision Standards – Rural/Urban Transition Area Land Use Class

Reference City Subdivision Design and Improvement Standards and then list modifications to fit rural conditions. Note that Plan allows City to modify standards depending on Land Use Designation and other factors.

Process for Changes to Ames Urban Fringe Plan

