

STAFF REPORT

Ames Urban Fringe Plan Status

December 11, 2007

Story County, the City of Gilbert, and the City of Ames approved the Ames Urban Fringe Plan on July 17, 2006, consisting of the Land Use Framework Map, the Land Use Classes Map and the *Ames Urban Fringe Plan*, a text document of goals, objectives and policies. The two maps are included with this report. The *Ames Urban Fringe Plan* text document can be found on the City of Ames web site (<http://www.cityofames.org>) by following the links from Departments to the Planning & Housing home page and then scrolling down to the Ames Urban Fringe Plan links.

This Plan is important because it involves Ames pro-actively in planning the future of the area around the community. Without the intergovernmental cooperation that the Plan represents, Ames can only react to land use decisions after they are made by others.

- For example, the Plan provides for industrial and commercial uses that serve Ames to be located within Ames where impacts on infrastructure and neighboring property can be planned for and managed. Without the Plan, industrial and commercial uses that serve Ames are likely to develop in a random pattern along major transportation corridors just beyond the City, such as along Lincoln Way west of Ames.
- The Plan allows the Ames city limits to expand within our priority growth areas, where our growing population can be accommodated at the least cost. Without the Plan, developed areas near the city limits can impede this efficient growth, as is the case where the Meadowlane and other residential areas along Worle Creek make growth of Ames along Dartmoor Road more difficult.

The land use around Ames affects the future of Ames, the costs that Ames citizens must pay and the quality of the community. Without the Plan, the city's sole ability to affect planning decisions outside of Ames lies in its subdivision authority, but this applies only to the division of land and may have limited impact on how existing parcels may be developed.

The "Implementation" section of the text document describes in broad terms how the local governments can cooperate, implement, and administer the Plan. It describes the need for revisions to the codes, standards, and procedures of each jurisdiction, and anticipates intergovernmental agreements to formalize this shared authority. The staffs of Story County, the City of Gilbert, and the City of Ames have been working on these implementation elements for the Ames Urban Fringe Plan, including an intergovernmental agreement and a revision to the Story County Land Development Regulations. **The current drafts of an intergovernmental agreement and a summary of a revision to the Story County Land Development Regulations are enclosed for City Council review and discussion. Please note that these documents are not considered complete by the staff and the jurisdictions have not taken action on any of these proposals. City of Ames staff presents these to inform the City Council, to answer questions and to seek comments from the City Council members.** Therefore, any portion of these

documents is subject to change based on input and action by the three Ames Urban Fringe jurisdictions.

“Urban Fringe Regulations” is a proposed new chapter in the *Story County Land Development Regulations* that would apply in the urban fringe around each Story County community once an Urban Fringe Plan is completed with a municipality. Ames is the only community with which Story County has such a plan, although Nevada and Story County have a growth management plan. Zoning districts established by the proposed new chapter in the *Story County Land Development Regulations* will parallel the land use designations in the Ames Urban Fringe Plan (see the Land Use Framework Map). The uses and standards for each designation will be based on the policies in the Ames Urban Fringe Plan. Story County has not yet completed this set of land development regulations. It will seek input from the public and the Ames City Council, as well as other municipalities, as it moves through the ordinance process.

Ames staff knows of two elements of the proposed revision to *Story County Land Development Regulations* needing further discussion: 1) How the Land Evaluation and Site Assessment (LESA) process will be applied in the Ames Urban Fringe, and 2) How net density will be determined. Staff will describe these two issues in more detail at the City Council workshop.

Story County does not intend to rezone all of the property within the Ames Urban Fringe at one time to be consistent with the new zoning districts, due to the cost and logistics of such an undertaking. The new zoning districts will be used when individual properties in the Ames Urban Fringe need to be rezoned.

Because the City of Ames does not have zoning jurisdiction outside of city limits, it does not need to change its zoning ordinance because of the Ames Urban Fringe Plan. However, Ames will need to consider revisions to its subdivision ordinance and its review procedures for subdivisions in order to implement the Ames Urban Fringe Plan. The changes have not been prepared.

“Ames Urban Fringe Joint and Cooperative Agreement” gives an indication of what some of these changes will be. This is the proposed Intergovernmental Agreement (“28-E Agreement”) among Story County, the City of Ames, and the City of Gilbert guiding how they will share authority within the Ames Urban Fringe. The structure of most of this document is the three activities involved in land use and development regulation: zoning, subdivision, and annexation. The jurisdiction and responsibility for these activities is based on the three land use classes of the Ames Urban Fringe Plan: Rural Service and Agricultural Conservation Area, Urban Services Area, and Rural/Urban Transition Area.

This document is important to Ames because it formally binds the three jurisdictions to follow the Ames Urban Fringe Plan in certain specified types of decisions, such as zoning and subdivision. This agreement is the mechanism whereby the three jurisdictions modify the authority that State law gives them. It describes what each jurisdiction can expect of the others. For example, the City of Ames gives up its subdivision authority in portions of the Ames Urban Fringe and in turn can expect that Story County will follow standards for development that the City has been

imposing on a case-by-case basis through that subdivision authority. In other words, it transforms the Ames Urban Fringe Plan from a policy guide into law and regulation.

“Ames Urban Fringe Joint and Cooperative Agreement” also addresses what happens when the parties disagree on decisions of any of the jurisdictions. This may lead to Plan Review and from there to Amending the Ames Urban Fringe Plan or Amendment of the Agreement. If disagreement persists, the Agreement can be terminated. It is the nature of intergovernmental agreements and local government that in the future, a City Council or Board of Supervisors can always withdraw from the Agreement and from following the Ames Urban Fringe Plan.

The attached letter dated December 4, 2007, from the Story County Board of Supervisors to the Mayor and City Council, contained a list of issues for further discussion on the “Ames Urban Fringe Joint and Cooperative Agreement.” Staff will discuss these issues in more detail at the City Council workshop.

Three other elements of Ames Urban Fringe planning are still pending:

- The process for amending the Plan was discussed at the December 4, 2007 City Council meeting. Eventually, this process would become an attachment to the “Ames Urban Fringe Joint and Cooperative Agreement.”
- The Plan anticipates that the land use in the Boone County portion of the Ames Urban Fringe is “to be determined following completion of Boone County’s Comprehensive Plan Update and discussion with other governments.” The Boone County Board of Supervisors has approved the Boone County Comprehensive Development Plan. Since the December 4, 2007 meeting of the Ames City Council, the Boone County staff has contacted City staff and said that the Boone County Supervisors would like to schedule such a discussion with the City of Ames.
- The Story County Study Area, north of Ames between 190th Street and 180th Street, is still the subject of a more detailed land use study. At a future time, the Ames Urban Fringe Plan jurisdictions will need to make land use policies for this area. In the meantime, the land use designated on the Ames Urban Fringe Plan reflects the current zoning that has been in place for some time.

LAND USE FRAMEWORK MAP AMES URBAN FRINGE PLAN (AUF)

Land Use Designations for Rural Service and Agricultural Conservation Area

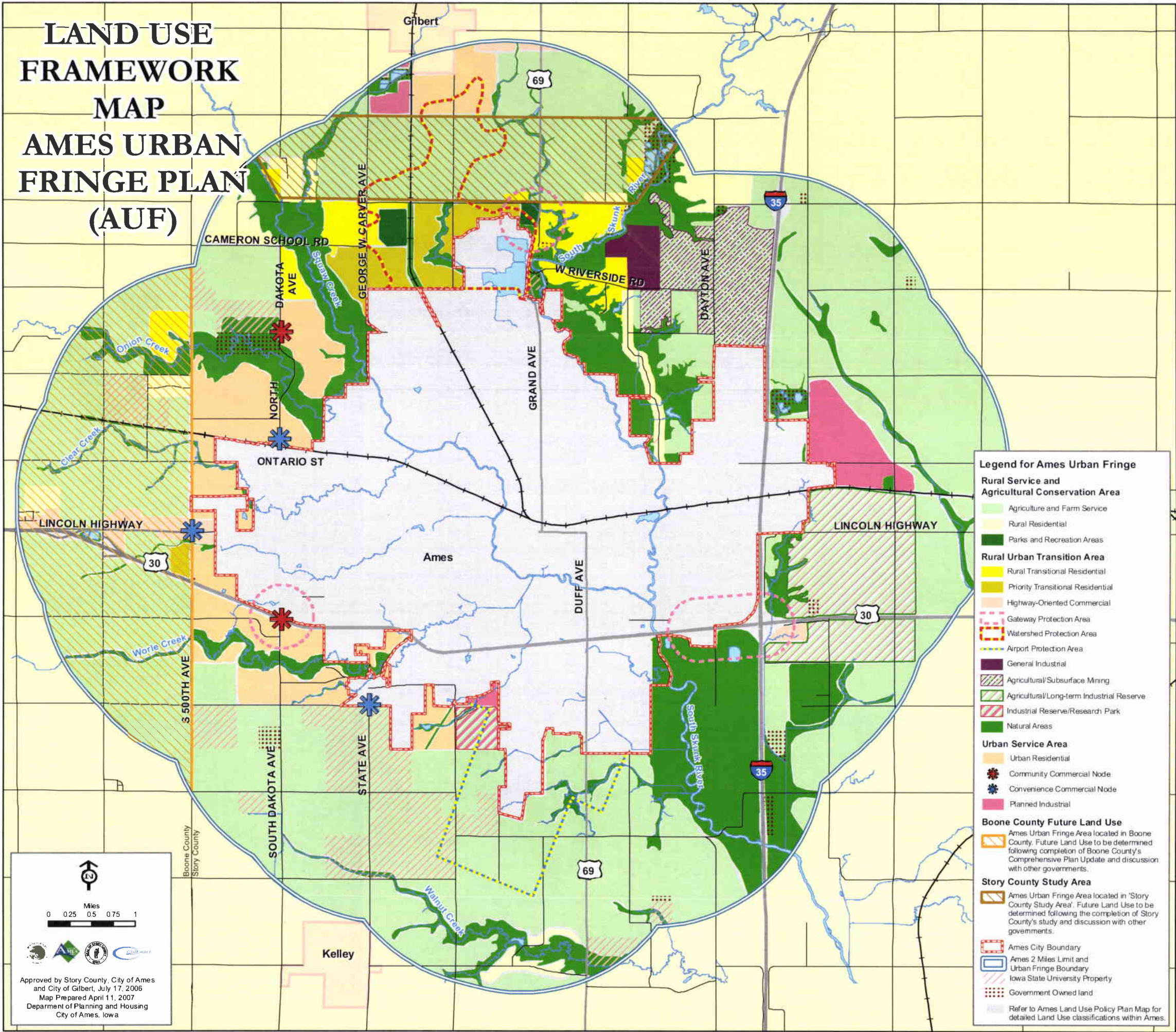
- **Agriculture and Farm Service** – Farming and agricultural production; industry and commerce that need to be close to agriculture; farmsteads, farmstead sites and pre-existing homes.
- **Rural Residential** – Single-family residences at one unit per acre or lower density, with rural services and decentralized systems; protect agricultural operations and environment.
- **Parks and Recreation Areas** – privately owned recreation, conservations and related uses, with rural services and decentralized systems.

Land Use Designations for Rural/Urban Transition Area

- **Rural Transitional Residential** – Single- and two-family residences at densities from one unit per acre to 3.75 units per acre, preferably in clusters, with rural services and decentralized systems; in some cases, urban services for future use or assessment waivers and other agreements about future costs and annexation.
- **Priority Transitional Residential** -- Single-family residences at densities above 3.75 units per acre, preferably in clusters, with rural services and common systems; urban services for future use or assessment waivers and other agreements about future costs; development agreements; annexation agreements.
- **Highway-Oriented Commercial** – Commercial uses most compatible with rural areas, located on high-traffic roads and preferably in clusters; urban services; in some cases, rural services and decentralized systems with assessment waivers, other agreements on future costs and annexation.
- **Agriculture/Subsurface Mining** – Farming and agricultural production; farmsteads, farmstead sites and pre-existing homes; with limestone resources suitable for subsurface mining.
- **General Industrial** – Surface portion of existing subsurface mining operation.
- **Natural Areas** – Environmentally sensitive areas; significant natural habitat; public parks and open space; future parks; greenways; farmsteads, farmstead sites and pre-existing homes.
- **Watershed Protection Area** – Watersheds for wetlands and with vegetation that protects or improves water quality; mitigation facilities; Best Management Practices.
- **Industrial Reserve/Research Park** – Agricultural uses; future expansion of ISU Research Park with innovative technology companies supported by proximity to ISU; before development, change to Planned Industrial land use designation.
- **Agriculture/Long-Term Industrial Reserve** -- Farming and agricultural production; farmsteads, farmstead sites and pre-existing homes; future large-scale industrial uses; before development, change to Planned Industrial land use designation.
- **Gateway Protection** – Land uses and design that defines, accentuates and enhances entrance areas to community.
- **Airport Protection Area** – Land close to airport; development characteristic that protects life and maintains integrity of aviation operations.

Land Use Designations for Urban Service Area

- **Urban Residential** – Village residential developments at densities above 8 units per acre; suburban/single-family residential developments at densities above 3.75 units per acre; suburban/medium density residential development at densities above 10 units per acre; annexation; urban services: development agreements.
- **Planned Industrial** – Large-scale industrial uses clustered in industrial parks; annexation; urban services: development agreements.
- **Community Commercial Node** – Clustered commercial uses up to 800,000 square feet per cluster; annexation; urban services: development agreements.
- **Convenience Commercial Node** -- Clustered commercial uses that serve convenience and localized neighborhood needs; up to 100,000 square feet per cluster; annexation; urban services: development agreements.



Legend for Ames Urban Fringe

Rural Service and Agricultural Conservation Area

- Agriculture and Farm Service
- Rural Residential
- Parks and Recreation Areas

Rural Urban Transition Area

- Rural Transitional Residential
- Priority Transitional Residential
- Highway-Oriented Commercial
- Gateway Protection Area
- Watershed Protection Area
- Airport Protection Area
- General Industrial
- Agriculture/Subsurface Mining
- Agriculture/Long-term Industrial Reserve
- Industrial Reserve/Research Park
- Natural Areas

Urban Service Area

- Urban Residential
- Community Commercial Node
- Convenience Commercial Node
- Planned Industrial

Boone County Future Land Use

- Ames Urban Fringe Area located in Boone County. Future Land Use to be determined following completion of Boone County's Comprehensive Plan Update and discussion with other governments.

Story County Study Area

- Ames Urban Fringe Area located in 'Story County Study Area'. Future Land Use to be determined following the completion of Story County's study and discussion with other governments.

Other Features:

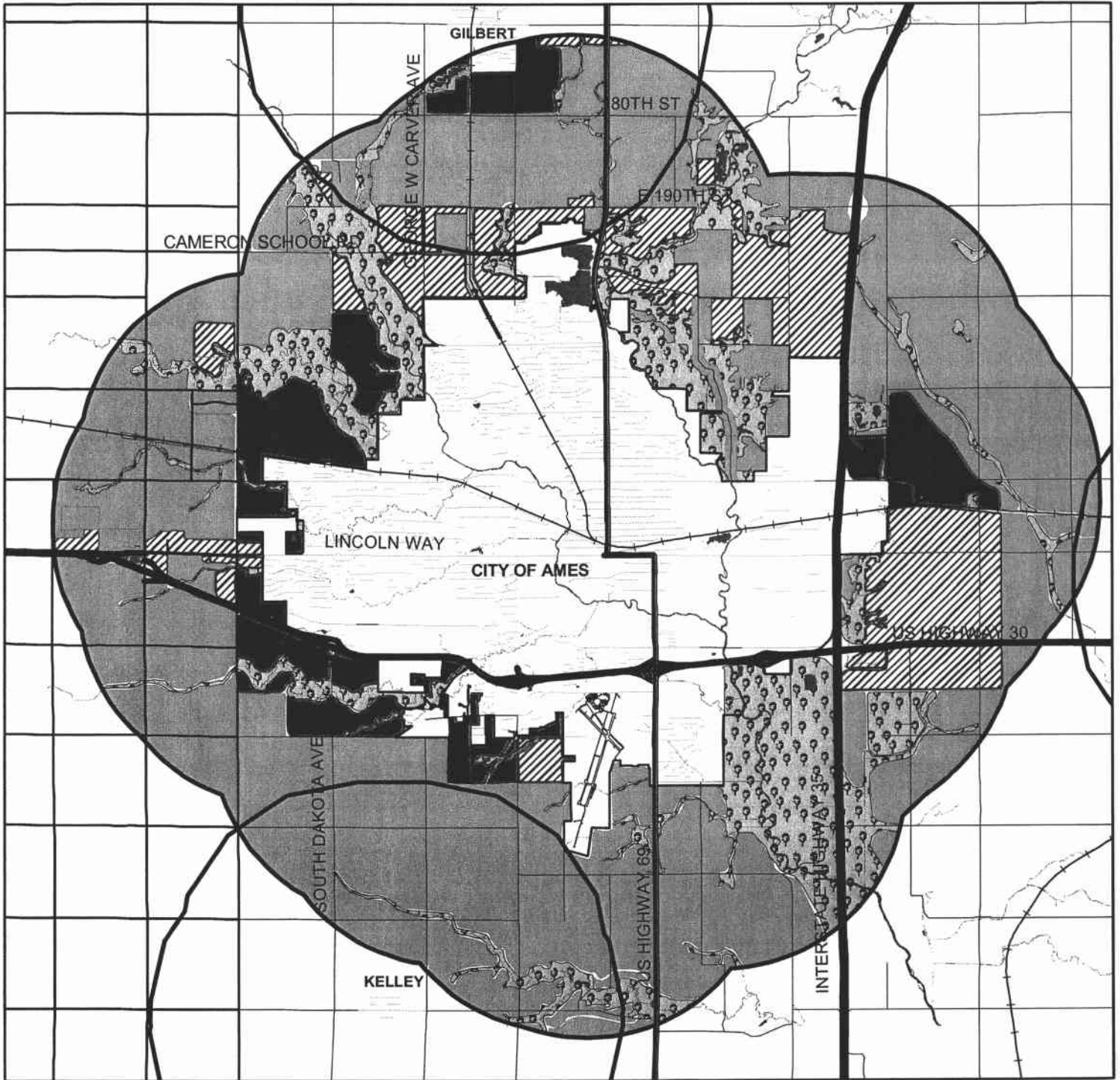
- Ames City Boundary
- Ames 2 Miles Limit and Urban Fringe Boundary
- Iowa State University Property
- Government Owned land
- Refer to Ames Land Use Policy Plan Map for detailed Land Use classifications within Ames.

0 0.25 0.5 0.75 1 Miles

Approved by Story County, City of Ames and City of Gilbert, July 17, 2006
Map Prepared April 11, 2007
Department of Planning and Housing
City of Ames, Iowa

LAND USE CLASSES

Ames Urban Fringe Plan



LEGEND

Land Use Classes

-  Urban Services Area
-  Rural/Urban Transition Area
-  Rural Service and Agricultural Conservation Area
-  Natural Areas
-  Ames Urban Fringe Planning Boundary

Approved by Story County, City of Ames
and City of Gilbert, July 17, 2006



DRAFT 10-25-07 By Fringe Working Group Subcommittee

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

DISCUSSION DRAFT
October 17, 2007

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to the authority of Iowa Code 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 Iowa Code 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 Fringe Area Plan” (hereinafter the “Plan”) that sets forth specific understandings, goals and policies to guide and control the future development of the Fringe Area; and,

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WHEREAS, the Cooperators now seek to provide a legal mechanism for the implementation of the Plan through the adoption of this 28E Joint and Cooperative 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 Iowa Code Chapter 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 Ames Urban Fringe 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 Partners 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.

Section 4. Fringe Area Boundary

The area within which this Agreement shall control land use administration shall be coterminous with 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 the two-mile jurisdiction of Cities. 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 4. Where an existing administrative function is not specifically referenced in this Section 4 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.

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5.1 Zoning Regulations:

- 5.1.1 Zoning regulations for all unincorporated territory will remain under the authority of the Story County Land Development Regulations and the provisions of Chapter 335, Code of Iowa (2005), the enabling legislation for the County's zoning powers.
- 5.1.2 Story County has adopted "Urban Fringe Regulations" in its Land Development Regulations that are consistent with the Plan, and which shall apply to properties within the Fringe. County agrees to notify Cities and invite input before amending these regulations. Such notice shall also be given prior to the hearing of administrative appeals to County which affect land in the Fringe Area. Nothing set forth in this Section 5.1.2 shall be deemed to alter County authority with respect to its regulations.
- 5.1.3 Any zoning change to be approved by County shall conform to the policies set forth in the Plan for the classification in which the property is located, as well as generally with the goals set forth by the Plan.
- 5.1.4 Properties which are zoned in a classification which is inconsistent with this Agreement, or the Plan, 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.
- 5.1.5 The County shall forward to Cities, for purposes of notice, each request it receives for rezoning of property within the Fringe Area.
- 5.1.6 In areas designated Rural Service and Agricultural Conservation Area in the Plan, the County AFS (Agricultural and Farm Service) and RR (Rural Residential) zoning districts and uses of property as they exist at the effective date of this Agreement shall be considered consistent with the Plan.
- 5.1.7 In areas designated Urban Services Area in the AUF, the County AFS (Agricultural and Farm Service) zoning district as it is set forth at the effective date of this Agreement shall be considered consistent with the Plan. All other uses shall require annexation to the appropriate City in order to conform to the requirements of the Plan.
- 5.1.8 For any request for rezoning to any other zoning district than those specified in 5.1.6 and 5.1.7 above, County will provide Cities the opportunity to comment to the County before any rezoning is enacted on first reading.

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- 5.1.9 [LESA Exceptions Alternatives] Properties located within the AUF area, that would be normally be subject to the County policy known as the “LESA Exception”, shall be administered for this purpose by County pursuant to the provisions of this Section 5.1.10.

[Alternative 1: County agrees, in consideration of its rights under this Agreement to permit the development of urban uses outside of municipal boundaries, that it shall waive its exercise of re-zoning and subdivision for development of agricultural lands that would otherwise be available under its LESA policies, or any policies similar thereto.]

[Alternative 2: County agrees, in the operation of its LESA policies within the territory of the AUF to restrict the application of LESA, or any other similar policy, only as to the properties set forth on Attachment [X] , entitled “Properties Qualified for LESA Exception Application”.]

5.2 Subdivision Regulation:

The County shall forward to Cities, for purposes of notice, each request it receives for subdivision of property within the Fringe Area.

- 5.2.1 In areas designated Rural Service and Agricultural Conservation Area in the AUF, Cities agree to waive the exercise of their extra-territorial subdivision authority with respect to proposed developments that conform to the Plan. County agrees to provide timely notice to Cities of its receipt of such proposals.
- 5.2.2 In areas designated Urban Services Area in the AUF, County agrees to waive the exercise of its extra-territorial subdivision authority with respect to proposed developments that conform to the Plan. Cities agree to provide timely notice to County of its receipt of such proposals.
- 5.2.3 In areas designated Rural Urban Transition Area in the AUF, City and County will each exercise its subdivision authority in the following manner.
- 5.2.3.1 Except for “lot line adjustments” and “Agricultural Subdivision Plats” (*Story County Land Development Regulations, Section 17.60*) all land subdivision shall be considered a Major Subdivision. (*Need procedures for these two*)
- 5.2.3.2 All development will conform to the City standards for rural development, as required by the City in accordance with the policies of the AUF, and all other applicable state and county codes, rules or regulations.

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- 5.2.3.3 City and County agree to coordinate, within the limits of state law, their respective application requirements, forms, fees, and staff reviews.
- 5.2.3.4 City Planning and Zoning Commission and City Council will first process a conceptual plan (*need definition?*) for the area to be subdivided, at which time City shall determine which standards will be required for the proposed rural development to implement AUF policies.
- 5.2.3.5 County Planning and Zoning Commission and Board of Supervisors will then process Preliminary Plat applications, following the development standards established by the City and the *Story County Land Development Regulations* and any other applicable state and county codes, rules or regulations. (*What if conflicts?*)
- 5.2.3.6 City Planning and Zoning Commission and City Council will then process Preliminary Plat applications, following the development standards established by the City and the County.
- 5.2.3.7 City Council will then process Final Plat applications.
- 5.2.3.8 County Board of Supervisors will then process Final Plat applications.
- 5.2.3.9 City and County will each require that the property owner execute covenants on future annexation/assessment and rural water buy-out, which covenants would run with the land.

5.3 Annexation:

- 5.3.1 Ames and Gilbert agree to annex territory only in accordance with the policy statements set forth in the Plan.
- 5.3.2 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. (*Need to set time frame and coordinate this with State Code*)
- 5.3.3 In areas designated Rural Service and Agricultural Conservation Area in the AUF, Cities agree not to annex properties during the term of this Agreement.
- 5.3.4 In areas designated Urban Services Area in the AUF, the City closest to the initiating property will consider potential annexation. Although the AUF

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policies designate 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 In areas designated Rural/Urban Transition Area in the AUF, City shall review annexation requests in the following manner.
 - 5.3.5.1 City Planning and Zoning Commission and City Council will first process a conceptual plan (need definition?) for the area to be annexed.
 - 5.3.5.2 If City chooses to consider annexation further it agrees to seek a change in the Ames Urban Fringe Plan and/or Land Use Framework map as provided for in this agreement.
 - 5.3.5.3 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
- 5.3.6 Ames and County agree and understand that the AUF Plan requires annexation agreements for development of land in the Highway-Oriented Commercial and Priority Transitional Residential Land Use designations, and that it allows for variability within Rural Transitional Residential Land Use Designations and does not reference such agreements in other RUTA lands. City and County agree to modify their zoning and subdivision ordinances to implement these policies.
- 5.3.7 In consideration of the fact that annexation has the effect of extending the two-mile extraterritorial subdivision plat review area, 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 by State law as agricultural subdivisions, which shall be so designated on the face of each Final Plat.

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

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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. 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. 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

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. 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. 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.

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. 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. 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.

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.

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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: Story County Director of Planning
[Address]

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 Section 28E.

Section 15. Entire Agreement.

This Agreement and attachments attached hereto constitute the entire Agreement between Participant Counties and ISAC, and supersedes or replaces any prior agreements between Participant Counties and ISAC 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.

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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 parties 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 _____, 2006.

STORY COUNTY

By: _____
Chairperson, Board of Supervisors

County Auditor

Dated this _____ day of _____, 2006

CITY OF AMES

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

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CITY OF GILBERT

By: _____

Mayor

Attest: _____

City Clerk

Approved by:

ATTACHMENTS:

[Definition of Terms should go into the Plan, if needed.]



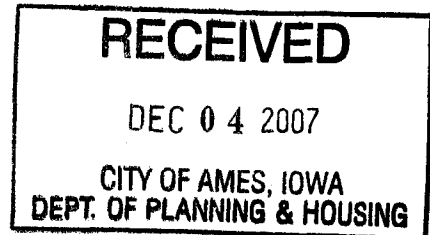
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Copied: Steve O.

STORY COUNTY

BOARD OF SUPERVISORS
WAYNE E. CLINTON
JANE E. HALLIBURTON
JAMES STROHMAN
STORY COUNTY ADMINISTRATION
900 6TH STREET
NEVADA, IA 50201
515-382-7200
515-382-7206 - FAX

December 4, 2007

Mayor Ann Campbell and Members of Ames City Council
Ames City Hall
515 Clark
PoBox 811
Ames Iowa 50010



Dear Mayor Campbell and Council Members:

The intent of this letter is to outline concerns and issues informally identified by the Story County Board of Supervisors regarding the Ames Urban Fringe Plan process and draft intergovernmental agreement.

These comments are based on internal reviews with our planning staff only, and we anticipate additional concerns may arise following public input of these documents.

Process for Changes to Ames Urban Fringe Plan

- Second step – end date rather than leaving it wide open – 180 – 240 days discussed, with consensus towards 240 days.
- Discussion regarding necessity of final step if all three jurisdictions have already taken positions – if cannot be resolved through the individual meetings, joint meeting then held.
- The process needs to clearly set forth expectations of the joint meeting.
- Suggestion made to structure along the lines of the conference boards.

Draft Fringe Area Agreement

- Question raised whether such an agreement is categorized as a 28E Agreement or some other terminology such as a Memorandum of Understanding.
- Section 5.1.2 – the BOS members noted that this should be working both ways regarding CUPs, variances, etc., if expected of Story County.
- Section 5.1.6 forward is very confusing – should include flow charts that describe this

and how relates to current district (which will remain until proposed is proposed to be developed.)

- Question as to why annexation is in agreement and if needed at all (as worded).
- Section 8 – Termination – Seems really easy to get out of agreement!
- Eliminate all unnecessary or redundant sections.
- Remove all references to L.E.S.A. – the BOS is strong in that they are not changing this for the AUF or anywhere else in unincorporated Story County. The L.E.S.A. has served Story County well in its application regarding planning and zoning issues.
- Make the agreement simpler!

We look forward to any further communication if needed, and suggest that perhaps it is an appropriate time to schedule a joint meeting among Ames, Gilbert and Story County as we attempt to finalize this plan.

Sincerely,

Wayne E. Clinton
Chairperson
Story County Board of Supervisors

Summary of Story County Draft Urban Fringe Regulations

This summary was prepared on December 8, 2007 by City of Ames Planning Department based on review of various draft versions. The regulations are intended to apply in urban fringe areas around each of the municipalities in Story County as urban fringe plans are completed with each municipality. More detail will be available in the future for review and input by all of the communities and the affected citizens of Story County.

The regulations establish the following zoning districts that would apply in the Ames Urban Fringe:

AFS Agricultural and Farm Service District
RR Rural Residential District
PRA Parks and Recreational Areas District
RTR Rural Transitional Residential District
PTR Priority Transitional Residential District

The regulations will establish the following zoning districts that would apply only to the Ames Urban Fringe. The related Ames Urban Fringe Plan (AUF) land use designations have policies that are very specific to the local conditions.

HOC Highway-Oriented Commercial District
GI General Industrial District

The regulations also establish the following overlay zoning districts:

GP Gateway Protection (Overlay) District
WPA Watershed Protection Area (Overlay) District
APA Airport Protection Area (Overlay) District
ASM Agriculture/Subsurface Mining (Overlay) District
ALTIR Agriculture/Long Term Industrial Reserve (Overlay) District
NA Natural Areas (Overlay) District

For each of these zoning districts the regulations include subsections that codify the policies of the AUF. Subsections include the following information:

- Statements of intent that follows the language in the AUF
- Lists of Permitted uses, Permitted Accessory Uses and Conditional Uses that are similar to the current county zoning districts, but are modified to reflect the specifics of the AUF
- Bulk Requirements that reflect the residential unit types and density standards of the AUF
- Development Standards that identify rural, urban or modified standards

- parallel to the AUF
- Site Plan Requirements that refer to the other site plan sections of the Story County Land Development Regulations
 - Conditions of Approval that serve as a basis for mitigating impacts of the proposed uses
 - Land Division Requirements that reflect the land division policies of the AUF
 - Application of the Residential-Conservation Overlay District Standards that describe how development can occur when AUF Framework Map shows it adjacent to Natural Areas and where the AUF promotes clustering of uses

A Story County Land Development Regulation chapter specific to the urban fringe will help meet one of the primary principles of the Ames Urban Fringe Planning: to simplify and clarify the decision-making process for property owners in the Ames Urban Fringe and other citizens. Ames should seek similar clarity modifying its own subdivision regulations to be consistent with the AUF and the "Ames Urban Fringe Joint and Cooperative Agreement"