JOINT CITY/COUNTY LAND USE 28E AGREEMENT

This AGREEMENT ("Agreement") is hereby entered into as of this _____ day of _____, 2024, by and between the City of Council Bluffs, Iowa ("City") and Mills County ("County"), both together hereafter referred to as the "Parties."

WHEREAS; the Parties participated in a Joint City/County Land Use Study ("Study") intended to identify appropriate and desirable land uses while taking into consideration the ability to serve areas with infrastructure, an appropriate roadway network, and natural development constraints (*See attached Exhibit "A", which is incorporated herein*);

WHEREAS; the Study evaluated existing land uses, current zoning maps, and the future land use plans as most recently identified in the Mills County Comprehensive Plan, The Bluffs Tomorrow: 2030 Plan, and other land use studies within the area;

WHEREAS; the Study provides for a service area matrix that includes a description of the responsibilities of the Parties related to the various growth and development areas as outlined therein;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree that:

1. **Purpose** – The Study is established for the purpose of regulating land use and construction to promote coordinated development and population growth that achieves the overall goals of the Parties' respective comprehensive plans. This Agreement is intended and is hereby declared to be a combination of units of government organized for the purpose heretofore set out, as authorized by Chapter 28E of the Code of Iowa.
2. **Term** - This Agreement shall commence pursuant to authority granted by resolution, ordinance or other applicable governmental action of the respective Parties. Upon commencement under this paragraph, the term of this Agreement shall be for a twenty (20) year term ("Initial Term"). This Agreement shall be automatically renewed for three (3) successive ten (10) year terms thereafter (each a Renewal Term) unless either party provides the other party with one (1) year prior written notice to the end of the Initial Term or the Renewal Term.
3. **Duties –** The Parties hereby agree to be bound by the terms, conditions and requirements as stipulated in the Study. The Parties agree to meet, in good faith, every five (5) years under this Agreement to mutually discuss the duties as outlined in the Study and to determine best practices related to the expansion of both the City and County Growth areas.
4. **County Notification –** The County agrees to notify the City of any proposed extensions of infrastructure, including, but not limited to, sewer, water, roadways, electrical or other utilities, within the two mile jurisdiction of the City. Additionally, the County agrees to notify the City of any proposed financial agreement or arrangement under Iowa Law, including, but not limited to, tax increment financing or tax abatement, related to any proposed expansion within the two mile jurisdiction of the City. Such notification under this paragraph shall be provided prior to any action or approval taken by the County.

5. **Financing –** The Parties hereby agree that any responsibilities, actions or requirements of each party as outlined in this Agreement shall be financed as part of the normal budgetary responsibilities and day-to-day operations of the respective Parties.
6. **Severability –** If any provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision(s) or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or the validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with this paragraph, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in intent to the stricken provision as is legally possible.
7. **Modification –** This Agreement may be supplemented, amended, or modified only in writing and by mutual agreement of the Parties.
8. **Entire Agreement –** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.
9. **Notice** – Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows, or to such other address as either party may from time to time specify in writing to the other party:

City of Council Bluffs, IA	Mills County, IA
Mayor's Office, City Hall	Board of Supervisors
209 Pearl St.	418 Sharp Street.
Council Bluffs, IA 51503	Glenwood, IA 51534

Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation receipt.

Dated this ____ day of _____, 2024.

_____	_____
Matthew J. Walsh, Mayor,	Chair of the Board of Supervisors
City of Council Bluffs, IA	Mills County, Iowa