

Sac County/City of Sac City Joint Development Area Agreement

This Joint Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sac County, Iowa (the "County") and the City of Sac City (the "City").

WITNESSETH:

WHEREAS, the City and County desire to establish a joint development area in cooperation for the purpose of creating and promoting urban renewal plans for Urban Renewal Districts to create, develop, and stimulate economic development opportunities, specifically highway commercial and light industrial based developments and the necessary associated infrastructure improvements within the designated joint development area. The overall goal of this joint agreement is to simulate private investments, through public involvement, and to create a prosperous environment for future growth and development. The joint development area is within two miles of the corporate limits, of the City of Sac City; and

WHEREAS, the City Council of the City of Sac City, desires to share in joint development area in cooperation with Sac County and has determined that

the establishment of this area and completion of any urban renewal plans and projects within this area are in the best interests of the City of Sac City and Sac County; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the County and the City before the County can proceed with any urban renewal plans or projects; and

WHEREAS, the City Council of the City of Sac City, and the Board of Supervisors for Sac County have determined it to be in the best interests of their respective constituencies to cooperate in the development of said joint agreement, any urban renewal plan and project. By sharing in certain costs and tax increment in connection with the same.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, and upon the following terms and conditions, the City and the County agree as follows:

1. Establishment of Joint Development Area. The City Council of Sac City hereby agrees and authorizes Sac County, to proceed with the establishment of a joint development area- attached hereto as "Exhibit A", wherein there will be a number of urban renewal plans and projects.
2. Joint Agreement. This "joint agreement" is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the establishment of a joint development area that will include a number of urban renewal areas and projects of the Sac County, Iowa, within the "Area of Operation" of the City of Sac City, Iowa. The "Area of Operation" is defined for purposes of this agreement as the area as set forth in "Exhibit A".

3. Project and Urban Renewal Plan. As Used herein, the term “Project” shall mean the development of an urban renewal project to be undertaken within the Joint Development Area, as described via specific attachments to this joint agreement, and any future project jointly agreed to by the parties. Urban renewal plans are those public planning documents required pursuant to Iowa Code Chapter 403.2, and within the joint development area there will be a number of projects that for each will be an urban renewal plan.
4. Project Cost. As used herein, the term “Project Cost” shall mean all construction costs and expenses reasonably incurred by the City and the County in connection with a project. The parties will jointly determine the costs of any projects as described in any future project. Upon joint approval of the project cost, the parties will place the necessary funds in a special development account or provide another mechanism for the funding of the project cost. The funding of a project will be based upon the percentage that each party agrees to pay toward the total construction cost for a project. That percentage will determine the division of tax revenue ultimately generated from a development project.
5. Tax Increment.
  - a. For each project, the County shall, subject to the due approval pursuant to Iowa Code Chapter 403, designate the area legally described by the project to be an urban renewal area of the County and shall pass an ordinance for the division of revenue for such area, pursuant to Iowa Code Section 403.19.
  - b. For each project, the County shall establish a Tax Increment Finance District in accordance with Iowa Code Chapter 403 and collect any tax revenues from the development project and reimburse the City the amount equal to the percentage that the City contributed to the development project.
  - c. After each party has recovered their costs, including debt service, revenues shall be distributed according to Iowa law.
6. Duration. This Joint Agreement shall remain in effect until the City and the County have recovered their costs for any joint (City and County) public infrastructure projects as provided for herein and thereafter until written notice to terminate, given by either party.
7. Future Projects. The County may engage in additional projects within the joint development area, either separately or as a joint undertaking with the City. If any such future projects are undertaken jointly by the City and the County, such joint undertaking will be provided for by a written amendment hereto.
8. No Annexation. During the term of this Joint Agreement, the City agrees not to annex any property which is within the joint development area, urban renewal plan or project.
9. Notices. Any notice under this Joint Agreement shall be in writing.
  - a. Notices to the City shall be addressed to:
    - i. Clerk, City of Sac City, City Office, PO Box 37, Sac City, Iowa, 50583
  - b. Notices to the County shall be addressed to:

i. Auditor, Sac County, Courthouse, 100 NW State Street Box 1, Sac City, Iowa 50583

10. Governing Law. The interpretation and enforcement of this Joint Agreement is governed by Iowa law.
11. Entire Agreement. This Joint Agreement contains the entire agreement between the parties hereto and may not be changed except by an amendment in writing signed by the parties hereto.
12. Third-Party Beneficiary. Nothing in this Joint Agreement shall be construed to confer any right upon any third party, and the parties hereto specifically acknowledge, agree, and declare that no person is intended to be a third-party beneficiary to this Joint Agreement.
13. Execution in Counterparts. This Joint Agreement may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.
14. Due Authorization. This Joint Agreement has been duly authorized by the governing bodies of Sac County, Iowa and the City of Sac City, Iowa.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Agreement to be duly executed and delivered as of the date first above written.