

**FRINGE AREA POLICY AGREEMENT
BETWEEN JOHNSON COUNTY AND LONE TREE**

WHEREAS, Chapter 354, Code of Iowa (2001) allows the City of Lone Tree to establish an extraterritorial area, known as the fringe area, within two miles of the City boundaries for the purpose of reviewing and approving subdivisions; and

WHEREAS, Chapter 354 further grants the City the authority to require that subdivisions within the fringe area adhere to the City's subdivision standards and conditions, unless the City establishes alternative standards and conditions for review and approval of subdivisions via a 28E agreement between the City and the County; and

WHEREAS, Chapter 28E of the Code of Iowa (2001) enables two or more local governments to enter into agreements to cooperate for their mutual advantage; and

WHEREAS, the Land Use Plan of Johnson County adopted December 31, 1998, calls for the preparation and adoption of development plans and agreements between the County and the City regarding the municipality and its environment; and

WHEREAS, the Lone Tree Comprehensive Plan outlines the expected urban development; and

WHEREAS, it is in the interest of Johnson County and the City of Lone Tree to establish policies for the orderly growth and development within the City's fringe area; and

WHEREAS, Johnson County and the City of Lone Tree mutually agree that such policies are necessary to more effectively and economically provide services for future growth and development and to protect and preserve the fringe area's natural resources and its environmentally sensitive features.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I. FRINGE AREA DEVELOPMENT POLICIES

The parties accept and agree to the following development policies regarding annexation, zoning, and subdivision review for the Lone Tree fringe area as authorized by Chapter 354, Code of Iowa (2001).

Purpose:

The Fringe Area Policy Agreement is intended to provide for orderly and efficient development patterns appropriate to a non-urbanized area, protect and preserve the fringe area's natural resources, environmentally sensitive features, and agricultural lands, direct development to areas with physical characteristics which can accommodate development, and effectively and economically provide services for future growth and development.

In light of these objectives, the City and the County examined the development capabilities of the Lone Tree fringe area and determined that development within this fringe area is to occur in accordance with a) the Johnson County Land Use Plan (fringe area map) attached to this Agreement, b) The city's future Land Use Plan.

A. Johnson County Land Use Plan

The (fringe area map), attached to this Agreement as Attachment 1, illustrates the land use patterns for the fringe area.

B. Development Standards

The following standards apply to unincorporated development in the fringe area.

Discourage development in areas which conflict with the Johnson County Comprehensive Land Use Plan which considers CSR (Corn Suitability Rating), high water table, wetlands, floodplain, erodible soil, road suitability and other sensitive areas.

Encourage cluster development which preserves large tracts of open space and can include environmentally sensitive areas and farmland. Cluster development maintains a minimum of 50% of the total acres as open space.

C. Fringe Area Development Policies

The parties agree to apply the following fringe area development policies.

FRINGE AREAS FA 1- RURAL PLANNING AREA

1. Agricultural uses in a rural setting are preferred.
2. County review of subdivisions.
3. County building permit process.
4. Subdivisions of four (4) lots or more will be reviewed by the city.

FRINGE AREA FA 2- URBAN PLANNING AREA (GROWTH AREA)

1. Residential, commercial and industrial land uses are encouraged as recommended and described in the City's Comprehensive Plan (Future Land Use Map).
2. Conservation (cluster) subdivisions which preserve large tracts of open space that can include environmentally sensitive areas and farmland are preferred. Cluster development maintains a minimum of 50% of the total area as open space.
3. Subdivisions will be reviewed by the City and the County (farmstead splits are exempt).
4. City design standards will apply for streets, storm water management and sidewalks (water and sanitary sewers will be constructed and assessed upon annexation).
5. Because this area is likely to experience urban growth, there is a high potential for annexation by the City of Lone Tree. Annexation should be encouraged and will be

- voluntary (per state code) in this area
6. County building permit process will apply.

SECTION II. PROTECTING AGRICULTURAL OPERATIONS

Any regulations in the Fringe Area Agreement will not interfere with the Right to Farm, as contained in the Code of Iowa Chapter 335.2, Farms Exempt; and as noted in the Johnson County Zoning Ordinance, Chapter 8.2, Protecting Agricultural Operations.

SECTION III. ADMINISTRATIVE POLICIES

As a rule, zoning regulation is the County's prerogative if a county has adopted a zoning ordinance. The City and County exercises joint authority over subdivision regulation in a city's fringe area. Annexation is also primarily under exclusive rule of cities. Each of these activities, however, affects both jurisdictions and produces a clear need for coordination and joint administration. To that end, the City of Lone Tree and Johnson County agree to the following procedures for administration of land use regulations.

A. Zoning Regulation:

Zoning regulation for all unincorporated territory will remain under the authority of the Johnson County Zoning Ordinance and the provisions of Chapter 335, Code of Iowa (2001), the enabling legislation for the County's zoning powers.

The applicant shall submit each request for rezoning of property within the Fringe Areas specified in this Agreement to the City for review and comment. The county Planning and Zoning Commission shall not act on said application before receiving the city's comments. Any zoning change will conform with the policies identified for the Area in which the property is located.

Properties zoned for a classification which is inconsistent with this Agreement, at the time this Agreement is executed, shall retain the rights under that zoning, unless and until such zoning is changed through due process.

B. Subdivision Regulation:

Subdivision of land within Lone Tree's growth (FA-2) area will be required to conform to both the County Subdivision Ordinance, Chapter 8:1.22 and the Lone Tree Subdivision Standards.

Persons wishing to subdivide land within the fringe area specified in this Agreement shall be required to simultaneously file a subdivision application with both the City and the County. The City and the County shall coordinate the processing of the application to ensure concurrent review by both the City Planning and Zoning Commission and the County Planning and Zoning Commission.

C. Annexation:

Lone Tree will annex territory only in the identified growth area (FA-2).

The City will, upon receipt, forward applications requesting annexation or severance (deannexation) of property within the fringe area specified in this Agreement to the County for review and comment prior to consideration by the Lone Tree Planning and Zoning Commission.

As appropriate and necessary, the City may extend the two-mile extraterritorial subdivision plat review area. Prior to any such extension, the City will forward to the County a proposal which includes the extension of the City's plat review authority for any distance up to the two mile limit provided by State law. The County will have a specified time within which to respond in affirmative agreement, negatively or with an alternative proposal. The City will take the County's response under advisement when determining the extension of extraterritorial review.

SECTION IV. AGREEMENT REVIEW

This agreement shall become effective upon acceptance and execution by the parties, and shall be in effect for twenty (20) years after the date of execution of this Agreement, with review after five (5) years. This agreement may be modified and extended by the written mutual consent of the parties.

SECTION V. SPECIAL EXCEPTIONS

If the City and County are in conflict over a proposed subdivision, annexation, or rezoning application that may violate this agreement, but that is in accordance with the Johnson County Comprehensive Land Use Plan, a review committee, comprised of members of the City Council, Board of Supervisors and staff, to be appointed by the Board and Council (so as not to have the entire Board and Council), shall be established to negotiate a resolution.

SECTION VI. EFFECTIVE PERIOD

This Agreement shall become effective upon acceptance and execution by the parties, and shall be in effect for twenty (20) years after the date of execution of this Agreement. This Agreement may be modified and extended by the written mutual consent of the parties.

SECTION VII. RECORDATION

This Agreement shall be filed with the Secretary of the State of Iowa, and with the Johnson County Recorder in compliance with Chapter 28E, Code of Iowa (2001).

Dated this 19th day of September, 2002.

JOHNSON COUNTY

By: Carol Thompson
Chairperson, Board of Supervisors

Attest: Tom Skelton, Deputy
County Auditor

Dated this 9th day of August, 2002.

CITY OF LONE TREE

By: Jeanne Havel
Mayor

Attest: Merry Thomae
City Clerk

ATTACHMENTS:

1. Land Use Map for the Lone Tree Fringe Area
2. Lone Tree Future Land Use Map