

# Bond Case Briefs

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## **COUNTIES - IOWA**

### **Landowners v. South Central Regional Airport Agency**

**Supreme Court of Iowa - June 24, 2022 - N.W.2d - 2022 WL 2277119**

After two cities and county entered into joint powers agreement to create regional airport agency that would build and operate a new regional airport, cities filed suit to enforce county's obligations under the agreement, and landowners filed separate suit against cities and county, seeking judgment declaring that agreement was illegal and an injunction against agency to prevent it from acquiring land for airport via eminent domain.

The District Court granted summary judgment in favor of cities and against the county and landowners. County and landowners appealed, and appeals were consolidated.

The Supreme Court held that:

- Provisions of Iowa Code regarding county home rule authority did not preclude county from participating in regional airport agency formed pursuant to joint powers agreement, rather than mechanisms described in statutes;
- Statute providing that political subdivisions could establish joint airport commission was not exclusive mechanism for county's participation in regional airport agency;
- Statute providing mechanism for local governments to jointly create an airport authority did not preclude county's participation in agency;
- Agreement unconstitutionally bound future county board of supervisors in its exercise of legislative powers; and
- Agreement unlawfully restricted county's ability to end its delegation of powers to agency.

Provisions of Iowa Code regarding county home rule authority did not preclude county from participating in regional airport agency formed pursuant to joint powers agreement, rather than mechanisms described in statutes providing for establishment and creation of joint airport commission or airport authority; statutory provisions describing county's specific home rule powers related to airports listed specific powers county could exercise, but allowed county to exercise these or similar powers under its home rule powers or other provisions of law, unambiguously indicating that home rule powers related to airports were nonexclusive.

Statute providing that political subdivisions could establish joint airport commission was not exclusive mechanism for county's participation in regional airport agency, and thus did not preclude county from participating in agency formed pursuant to joint powers agreement; language stating that political subdivisions "may provide for the creation and establishment of a joint airport commission which, when so created or established, shall function in accordance with the provisions" of statute meant only that if county chose to create a joint airport commission, then it must comply with the provisions of statute, but did not suggest that a joint airport commission was only mechanism for joint creation of airport by a county.

Statute providing mechanism for local governments to jointly create an airport authority did not preclude county from participating in regional airport agency formed pursuant to joint powers

agreement, rather than mechanisms described in statute, where statute provided that it was intended to provide alternative and complete method for exercise of the powers to establish a joint airport authority, not that it was exclusive mechanism for doing so.

County's home rule authority allowed it to exercise power jointly with cities pursuant to joint powers agreement creating regional airport agency that would build and operate new regional airport, rather than in manner described in statutes providing for establishment and creation of joint airport commission or airport authority; statute authorizing joint exercise of governmental powers allowed for the joint exercise of powers "already vested" in cooperating entities, and county already possessed power to establish airports under its home rule authority.

Provision of joint powers agreement between county and cities creating regional airport agency that would build and operate new regional airport, prohibiting amendment or termination of agreement without unanimous consent of all parties, unconstitutionally bound future county board of supervisors in its exercise of legislative powers; provision inextricably bound county to agency, provision bound county to exercise its legislative functions, such as its powers over zoning, road relocations, eminent domain, and issuing building permits, for an indefinite period, even if a new slate of supervisors was elected, and since county could not amend or terminate agreement without consent of cities, it was functionally bound to adhere to cession of core legislative functions for an indefinite period.

Joint powers agreement between county and cities, creating regional airport agency that would build and operate new regional airport, unlawfully restricted county's ability to end its delegation of powers to agency; county entered agreement delegating to agency several governmental powers, including those over zoning, road relocations, eminent domain, and issuing building permits, and agreed to participate in agency after majority vote of its board of supervisors, but process for terminating agreement and withdrawing from agency was much more onerous, requiring consent of cities that were party to agreement.