

**INTERLOCAL AGREEMENT
FOR LAND USE PLANNING SERVICES**
BETWEEN THE CITY OF MISSOULA ("City") AND THE
COUNTY OF MISSOULA ("County")

WHEREAS, the City and County find it in the best interest of the citizens served by each government to adopt an Interlocal Agreement that addresses cooperation in the provision of Planning Services;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOULA AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MISSOULA, EACH A PUBLIC AGENCY OF THE STATE OF MONTANA, THAT, PURSUANT TO MCA, TITLE 7, CHAPTER 11, PART 1, KNOWN AS THE "INTERLOCAL COOPERATION ACT," the City and the County agree it is to their mutual advantage and in the best interests of the citizens served to adopt this revised Interlocal Agreement for Planning Services (2023).

BE IT FURTHER RESOLVED, that this Agreement supersedes all previous Interlocal Agreements jointly executed by the City and County and any amendments thereto to the extent that they address Planning Services, with the exception of Transportation Planning.

Section 1: Purpose and Applicability

The purpose of this Agreement is to enhance the ability of the City and County to plan for future development of the City and County so that a county-wide pattern of development, land use, and conservation is created that reflects the environmental, economic, aesthetic, and social values of city and county residents.

This Agreement does not apply to Transportation Planning. More specifically, this Agreement does not apply to or affect the Metropolitan Planning Organization ("MPO"), Transportation Policy Coordinating Committee ("TPCC"), Transportation Technical Advisory Committee ("TTAC"), or related services or staffing by the City and/or County.

Section 2: Coordinated Functions

City and County coordinated functions under this agreement shall include:

- A. Consolidated Planning Board: The Consolidated Planning Board shall continue to have those duties and powers as provided by Montana law, most particularly Montana Code Annotated Title 76, Chapter 1, including serving as the City of Missoula Zoning Commission. The Board's bylaws must be reviewed and approved by the Mayor, City Council and County Commissioners.
 - 1. Membership shall be as follows:
 - a. Two citizen members who reside within the City limits (Mayoral appointment);
 - b. Two citizen members who reside within the City limits (City Council

- appointments);
 - c. One alternate citizen member who resides within the City limits (City Council appointment);
 - d. Two citizen members who reside within the County but outside the City limits (County Commissioner appointment);
 - e. Two citizen members who reside anywhere within the County (County Commissioner appointment);
 - f. One alternate citizen member who resides outside the City limits (County Commissioner appointment); and,
 - g. One citizen member appointed by the board of supervisors of the Conservation District from the members or associate members of the board of supervisors. If there is no member or associate member of the board of supervisors who is able or willing to serve on the Board, the member must be selected by the consolidated planning board with consent and approval of the Board of County Commissioners and the City Council.
2. Terms and term limits:
- a. The terms of the members who are officers of any governmental unit represented on the board shall be coextensive with their respective terms of office to which they have been elected or appointed;
 - b. The terms of the other members shall be 2 years;
 - c. County members will serve no more than four consecutive terms;
 - d. City members will serve with no term limitation;
 - e. Partial terms are allowed to provide for staggering of terms and will not count against any term limits;
 - f. Current members are continued for the duration of their terms;
 - g. The governing bodies shall fill any vacancy for the unexpired portion of the term within 60 days after it has occurred; and,
 - h. Any appointee may be removed from office for insufficient attendance as defined by the bylaws of the Board with the consent of the mayor if a mayoral appointment or a majority vote of the appointing body represented by the appointee.
3. Administration:
- a. Missoula County will provide the venue and administrative staff support for the Consolidated Planning Board at its regular meetings including tracking attendance, compiling and disseminating agendas, preparing and distributing summary minutes, and attending meetings.
 - b. The County and the City will each designate a planning board liaison from planning staff to help with scheduling and agenda management, coordinating on-boarding of new members, training, arranging special presentations and coordinating with counterparts on planning board matters.
 - c. Legal ads and mailing of hard copy packets shall be the responsibility of the jurisdiction proposing action.

Section 3: Infrastructure, Planning and Development

A. Urban Growth Committee: The City and County will jointly participate in discussions involving growth management and infrastructure planning and coordination in the urban area around Missoula, which is generally the area shown as the Missoula Urban Service Area in the County growth policy and Utility Services Area Boundary as identified by the City, through an Urban Growth Committee ("UGC") composed of planning and development department heads from each entity. Membership shall be as follows:

1. Community Planning, Development and Innovation Director (city)
2. Planning, Development and Sustainability Director (county)
3. Public Works and Mobility Director (city)
4. Chief Public Works Officer (county)
5. Missoula Redevelopment Agency Director (city)
6. Lands and Economic Development Director (county)
7. City-County Health Officer (city-county)

The UGC is a high-level strategic coordination group that provides joint city-county leadership on growth management for Missoula. Their purpose, guiding principles, expectations, goals and tasks are governed by a charter. The Urban Growth Committee shall meet regularly to discuss joint and independent projects in the urban area, funding, outreach and other issues of mutual interest, including but not limited to approaches to land use planning, plan implementation, annexations and contract sewer, floodplain mapping and management, subdivision and zoning regulations, infrastructure planning and improvements, transportation systems, economic development, affordable housing, conservation resource protection, and other matters as appropriate.

B. Utility Services Review Considerations. The City will include the County's Chief Public Works Officer and the Planning, Development and Sustainability Director or their designees in utility services review considerations.

C. Planning and Development Review. Subdivision and permitting outside the City limits will be administered by the County. Both the city and county engage in land use planning for the urban area. The city and county agree to the following mechanisms to coordinate planning and development review in the urban area:

1. The County will annually update the City on County initiatives in the urban area through the Urban Growth Committee.
2. The County will provide notification to the City Council and City agencies of subdivision and zoning proposals and regulation revisions in the urban area outside the City limits during the agency review phase for the relevant project.
3. The City and County agree to the following process for subdivisions submitted for final plat that have been annexed or that the City has communicated in writing an intent to annex immediately after final plat filing. City public works will have the authority to review, inspect and approve all subdivision

improvements. If the subdivider submits a subdivision improvements agreement pursuant to M.C.A. § 76-3-507, City public works will have the authority to review and approve the subdivision improvements agreement and security instrument guaranteeing the satisfactory completion of improvements. Security instruments must name the City as beneficiary, and the City is responsible for ensuring satisfactory completion and approval of infrastructure prior to the expiration of the security instrument. Appropriate County staff or officials will continue to sign the face of the plat, provided that the City hereby indemnifies and holds harmless the County for any negligent acts or omissions arising out of a subdivision improvements agreement for which this process has been applied.

4. The County and City will pursue consistent subdivision development standards within the urban area outside the City limits.
5. The County and City will coordinate and communicate with each other via the Urban Growth Committee and through staff engagement regarding long range planning and plan implementation efforts in the urban area.

Section 4: Fiscal Administration

- A. In performing externally funded functions, the City and County will maintain independent status as grantee including all the rights and responsibilities associated with the status of grantee, as appropriate.
- B. The County is authorized to levy, and has levied, a tax against all property within the County of Missoula for planning purposes. The annual disbursement of funds from this levy shall be allocated 55% to County and 45% to City. Any increase in the amount of the property tax levy beyond this base is at the sole discretion of the Board of County Commissioners, subject to the property tax limitations of state law.
- C. The County receives an annual entitlement share from the State of Montana, a portion of which has been allocated to planning services in the City and the County. For each fiscal year, the entitlement share base shall be established at \$73,675 and this amount and future growth shall be allocated 55% County 45% to City.

Section 5: Retained Authority

The City Council of the City and the Board of County Commissioners of the County retain all administrative, legislative and decision-making authority as provided by state law with respect to the matters of planning, land-use regulation, program development and fund administration.

Section 8: Effective Date, Duration, Dissolution

This Agreement shall become effective and binding upon signing and shall remain in effect until it is terminated. Either party may terminate this Agreement unilaterally by

resolution of its governing body and upon the giving of six months' notice in writing to the other party. The parties may also agree to amend or terminate this Agreement on any terms to which they mutually agree in writing.

Section 9: Filing of Agreement

Pursuant to M.C.A. § 7-11-107, this Agreement shall be filed with the Missoula County Clerk and Recorder and the Montana Secretary of State.

Signed this ____th day of February, 2023.

CITY OF MISSOULA

COUNTY OF MISSOULA

Jordan Hess, Mayor

Josh Slotnick, Chair, County
Commissioners

Juanita Vero, Commissioner

Dave Strohmaier, Commissioner

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jim Nugent, City Attorney

John Hart, Deputy County Attorney

ATTEST:

ATTEST:

Martha L. Rehbein, City Clerk

Tyler Gernant, Clerk and Recorder