

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

WHEREAS, the City and County ~~of Missoula~~ 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 ~~of Missoula~~ and the County ~~of Missoula~~ 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 ~~of Missoula~~ and any amendments thereto to the extent that they address Planning Services, with the exception of Transportation Planning ~~and Grants Administration~~.

Section 1: Purpose and Applicability

The purpose of this Agreement is to enhance the ability of the City ~~of Missoula~~ and ~~Missoula~~ County to plan for future development of the City and County so that a county-wide pattern of community-building 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 ~~or Grants Administration~~. 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 existing City County Consolidated Planning Board shall be retained.~~ 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, to include including serving as the City of Missoula Zoning Commission, ~~most particularly Montana Code Annotated Title 76, Chapter 1.~~ 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 ~~three~~ 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 ~~the~~ any term limits;
 - f. Current members are continued for the duration of their terms;
 - g. The ~~Governing governing Bodies~~ 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. The City of Missoula will provide the City Council Chambers as the regular Consolidated Planning Board's meeting venue, including facilities for MCAT broadcasting services, and access to meeting management software.~~
 - 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. Missoula~~ The County and the City of Missoula 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.

Urban Growth Commission: The City of Missoula and Missoula County will jointly participate in discussions involving land use planning in the Urban Growth Area ("UGA," as depicted in the City or the County Growth Policy) through a newly created Urban Growth Commission ("UGC") composed of representatives from each entity. Membership shall be as follows:

- 4.—Mayor (City)
- 5.—Land Use and Planning City Council Committee Chair (City)
- 6.—Director of Development Services (City)
- 7.—Chief Administrative Officer (City)
- 8.—Public Works City Council Committee Chair (City)
- 9.—County Commissioner Chair (County)
- 10.—Chief Administrative Officer (County)
- 11.—Chief Planning Officer (County)
- 12.—Chief Public Works Director (County)
- 13.—Representative from the Consolidated Planning Board (Planning Board)
- 14.—Missoula Development Parks Manager (County)

The UGC shall meet on an ad hoc basis semi-annual basis and additional meetings (called by at least four of the members) as needed with the City and County hosting alternate meetings (or otherwise by mutual agreement). The entity hosting the meeting will provide summary minutes and an audio recording of the meeting:

The UGC is an advisory board that will forward UGC issues and recommendations to their respective City and County departments and other elected officials:

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 Missoula Utility Services Area Boundary or Wastewater Service Area 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 regulations and zoning regulations, infrastructure planning and improvements, transportation systems, economic development, affordable housing, conservation resource protection, and other matters as appropriate.

~~A.B. Utility Services Review Considerations Committee. The City will include the County's Chief Public Works Director Officer and the Director of Community and Planning, Development and Sustainability Director Services or their designees; in utility services review considerations. as advisory members on the Sewer Service Utility Services Review Committee.~~

~~B. If a subdivision is annexed before completion of infrastructure improvements, the jurisdiction that accepted the subdivision improvements agreement and security shall be the jurisdiction that oversees the completion of the improvements and the release of the security.~~

~~C. Planning and Development Review. Land use planning and subdivision review Subdivision and permitting outside the Missoula City limits will be administered by Missoula the County. Both the city and county engage in land use planning for the urban area ~~The County acknowledges the high level of interest by the City for planning in the Urban Growth Area. Therefore, the~~. The city and county Parties agree to the following mechanisms are established by which the City will participate in planning in the Urban Growth Area is area: to coordinate planning and development review in the urban area:~~

- ~~1. Missoula The County will annually update the City on County initiatives in the urban area Council through the City's planning staff on the County's priorities set within the Urban Growth Area outside the Missoula City limits. Urban Growth Committee.~~
- ~~2. Missoula The County will provide notification to the City Council and City agencies of subdivision and zoning proposals and regulation revisions in the Urban urban Growth Aarea outside the Missoula City limits during the agency review phase ~~for~~ of the relevant project.~~

~~—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. If a subdivision is platted in the county, but in anticipation of annexation, county public works may coordinate with city public works to review and approve improvements, as well as subdivision improvements agreements and security as applicable.~~

~~3.~~

~~4. Missoula-~~The County and City will pursue consistent ~~County~~ county and City city-subdivision development standards within the ~~Urban~~ urban Growth Area area outside the ~~Missoula~~ City limits.

~~3.5.~~ 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.

~~4. ——— If a subdivision is annexed before completion of infrastructure improvements, the jurisdiction that accepted the subdivision improvements agreement and security shall be the jurisdiction that oversees the completion of the improvements and the release of the security. The Urban Growth Commission shall meet to discuss urban area projects, funding, outreach and other issues of mutual concern, including but not limited to: annexations, contract sewer, floodplain levy maintenance, parks and park infrastructure, land use planning, subdivisions, zoning, infrastructure improvements, long-range and immediate transportation issues, economic development, conservation resource protection and legal matters as appropriate.~~

~~5. The County will work through the Chief Administrative Officers and appropriate staff to help facilitate ensure implementation the of conditions of contract sewer agreements are implemented.~~

Section 4: Planning Administration

~~Employees engaged in consolidated functions as outlined in this Agreement shall be under the employment and supervision of their respective city or county departments.~~

Section 45: 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. Fiscal Transition: County and City will perform the final accounting of the former Office of Planning and Grants as of December 31, 2012. Each jurisdiction will be responsible for its pro rata share of costs as specified under the 2005 Interlocal agreement.~~

~~Funds remaining in the Urban Initiatives account were allocated based on 75% to the City and 25% to the County.~~

~~C.B.~~ _____ The County is authorized to levy, and has levied, a tax against all property within the County of Missoula for planning purposes. ~~Effective January 1st, 2013, The annual~~ disbursement of funds from this levy shall be allocated 55% to ~~County~~ County and 45% to ~~City~~ 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.

~~D.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. ~~Effective for the period January 1st, 2013 to June 30, 2013, the entitlement share allocation shall be \$20,261 County and \$16,576 City.~~ For ~~subsequent each~~ fiscal years, 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 65: Retained Authority

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

Section 78: Effective Date, Duration, Dissolution

This ~~agreement~~ 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 89: 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