

INTERLOCAL, PLANNING AGREEMENT
BILLINGS, BROADVIEW, YELLOWSTONE COUNTY

THIS AGREEMENT made and entered into on December 10, 1984 and as amended on October 24, 1988 and as amended on October 15, 1990, and as amended on October 1, 1995 by and between the following:

The County of Yellowstone, Montana
hereinafter designated the County.

The City of Billings, Yellowstone County, Montana
hereinafter designated the City.

The Town of Broadview, Yellowstone County, Montana
hereinafter designated the Town.

WITNESSETH:

WHEREAS, the Board of Yellowstone County Commissioners, by resolution, established a County Planning Board pursuant to Section 76-1-104 Montana Code Annotated (MCA), and,

WHEREAS, Section 76-1-111 MCA allows any city, county, or town, or any combination thereof wishing to be represented upon an existing Planning Board may, by agreement of the governing body or bodies represented upon the board, obtain representation thereon and share in the membership duties and costs of the board upon a basis agreeable to the governing bodies creating the board, and,

WHEREAS, the Parties hereto desire that the organization and makeup of the County Planning Board, its financing, and its relationship to the technical staff and local governing bodies should be more clearly defined by agreement.

NOW THEREFORE, the Parties hereto, in consideration of the mutual benefits to be derived, state, covenant, and agree as follows:

1. **PURPOSES:** The Purposes of this agreement are to address administration and financing; to set forth the relationship of the County Planning Board to the parties hereto; to define the relationship and the line of authority of the administration of the technical staff; and to set forth the organization, makeup, and membership of the County Planning Board. The purposes shall be defined and implemented by this agreement.

2. **DURATION:** This Agreement shall continue until modified or terminated by the parties hereto as hereinafter provided.

3. ORGANIZATION: The County Planning Board is a Planning Board as defined in MCA Section 76-1-104 and 76-1-111. The composition, membership, and manner of appointment shall be as follows:

Membership:

The Planning Board shall consist of fifteen (15) members.

Seven (7) members are to be appointed by the County Commissioners - one (1) from each geographical area as outlined on the accompanying map (Attachment A).

Five (5) members are to be appointed by the Mayor of Billings from within the city limits of Billings - one (1) from each political ward as outlined on the accompanying map (Attachment B).

One (1) member to be appointed by the County Commissioners from the governing board of a Soil Conservation District or a State Cooperative Grazing District.

Two (2) ex-officio non-voting representatives of School District No. 2 and the County Superintendent of Schools.

Term of Members:

Members of the County Planning Board shall be appointed to two-year terms pursuant to Section 76-1-203 MCA.

Composition:

The Planning Board shall consist of citizen members and shall not include any elected official.

4. JURISDICTIONAL AREA: The jurisdictional area of the Planning Board will include all the area in Yellowstone County including the incorporated limits of Billings and Broadview but excluding the incorporated limits of Laurel and the existing jurisdictional area surrounding Laurel (see Attachment C).

5. FINANCING AND BUDGETING

A. Financing of the Board

Commencing on October 1, 1995, the Planning Board will be financed as follows:

- i. The County will assess a uniform mill levy for the jurisdiction, as per MCA Section 76-1-405 subject to City and County approval. The County will retain 15% of the actual collection of real and personal property taxes, exclusive of light motor vehicle tax for the purpose of funding the County's geographic information system (GIS) program. All remaining revenue from the mill levy shall be transferred to the City Finance Department for deposit in a special City fund for the Planning Department. Fund transfers from the County shall be made twice per year, in December and June.

On October 1, 1995, the County will transfer \$50,000 to the City to be utilized for payroll and other related expenses. The County will also provide an audit report as of September 30, 1995, at which time all records will be transferred to the City.

- ii. Applying for and using all available Federal and State monies and grants. Grant applications, however, will be approved by City and County governing bodies.
- iii. Fees for review of subdivision and zoning requests.
- iv. Fees from sale of maps, ordinances, plans, etc..
- v. The City will accept all accrued sick and vacation leave for Planning Department employees as of October 1, 1995.

Nothing herein shall preclude any of the parties from contributing additional funds to the Planning Board for the support of planning activities, and no such contribution shall obligate the entity to continue such additional funding in the future.

All fees collected by the Planning Board, with the exception of the pro rata share of City subdivision review fees which are disbursed to the City Public Works Department, will be deposited in the City Finance Department. The County, the City, and the Town each will establish fees which may be subject to change by the respective political subdivision.

All grants received by the Planning Board will be deposited in the City Finance Department. The Board is empowered to apply for and administer grants in the name of the County, City, or Town.

B. Budgeting

The budgetary process will be conducted and administered through the City of Billings budget process.

C. Accounting

The forecasting and budgeting function is the main responsibility of the Director of Planning. The City Finance Department will furnish monthly revenue and expenditure reports to the Planning Director. The Director of Planning shall develop and implement procedures to monitor the budgeting system in accordance with State and Federal Statutes.

6. COUNTY PLANNING BOARD: The role of the Planning Board shall be to recommend planning policy to the County, City, and Town. The Planning Board shall prepare a master plan for the jurisdictional area, as defined in MCA Section 76-1-601, review proposed subdivision, and administer the zoning and subdivision ordinances and resolutions of the various local governing bodies. The Planning Board shall serve as the Metropolitan Planning Organization for the Billings Urban Area Transportation Study. The Planning Board shall perform other planning-related functions as requested by the parties hereto.

Citizen Advisory Committees should be established in each of the geographical areas from which a Planning Board member is appointed. The purpose of the Committees is to provide advice to the Planning Board on planning-related matters of interest in their areas.

In order to fulfill its role, the Planning Board shall comply with MCA Sections 76-1-301, 76-1-302, 76-1-304, 76-1-305, and 76-1-307. The Planning Board shall adopt by-laws which set forth the Board's policies and procedures.

7. DIRECTOR OF PLANNING. The selection of the Director of Planning shall be made by the City after consideration of the recommendation of a selection committee which includes representation from the County and the Planning Board. The Director of Planning shall report directly to the City Administrator who will be responsible for managing the position. The City Administrator shall evaluate the performance of the Director of Planning, in writing, at least annually. In conducting the evaluation, and in any personnel decision regarding the Director of Planning, the City Administrator shall solicit the comments of the County and the Planning Board. The Director of Planning shall function as the Executive Secretary of the Planning Board and shall function as the administrative official to the Zoning Commissions and Boards of Adjustment for the County, City, and Town. The Director of Planning shall be responsible for all hiring, firing, task assignments, and other supervision and management of the planning staff subject to the policies and directives of the City.

8. **STAFF ASSISTANCE:** The planning staff shall provide technical assistance to the County, City, Town, Planning Board, Zoning Commissions, and Boards of Adjustment as required and necessary. The planning staff shall provide technical assistance at each of the meetings of the County, City, Town, Boards or Commissions as requested. The staff shall be responsible to conduct each matter submitted to the County or to the City or Town through the proper administrative procedural channels and to give direction and advice to the applicants. The staff shall see to the proper notification and publication or information to the public and property owners as directed by ordinances, resolutions and state law.

The parties hereby agree that each will exercise good faith in performing this Agreement.

9. **PROPERTY INTERESTS:**

A. All personal property currently placed with the Planning Department necessary for the use of the planning staff or Board shall be leased for \$1 per year by the City. After October 1, 1995 all purchases of property shall be purchased through the City after being budgeted and in accordance with the purchasing policies of the City.

B. Ownership and control of the GIS equipment shall be retained by the County.

10. **QUARTERS:** The Planning Board offices are located on the fourth floor of the Parmly Library, Billings, Montana. Any change in office location shall be approved by the Parties hereto.

11. **TERMINATION:** Any Party to this Agreement may terminate the same by giving to the others written notice of intent to terminate. The termination shall be effective for the immediate next fiscal year, provided that the notice must be given at least 180 days prior to the end of the fiscal year. Termination of this agreement is intended to restore operation and function of the Planning Department to the same status as prior to this agreement. Employee benefits would not be grandfathered from the City to the County. Property acquired by the City during the term of this agreement would be leased to the County under the same terms as in Paragraph 9, above. Any City cash reserves would be transferred to the County.

12. **AMENDMENTS AND MODIFICATIONS:** Amendments and modifications to this Agreement shall be made in writing and shall not become effective until processed in the same manner as any other agreement, and approved by all Parties hereto.

13. EFFECTIVE DATE: This Agreement shall be effective upon approval by the respective parties.

YELLOWSTONE COUNTY

BY: Malcolm Mathew
Chairman

Date: 10-12-95

James A. Ziegler Sr.
County Commissioner

Bill Kennedy
County Commissioner

Attest: Tom Lane
Yellowstone County
Clerk & Recorder

CITY OF BILLINGS

BY: [Signature]
Mayor

Date: 9/25/95

Attest: Marita Herald
City Clerk

TOWN OF BROADVIEW

BY: Donald L. Widholm
Mayor

Date: 11-14-95

Attest: Barbara J. Badgett
Town Clerk