

## **Joint Development Review Area Agreement Campbell County and the City of Gillette**

An agreement between the City of Gillette (City) and Campbell County (County) related to the Joint Review Area, which herein shall be defined as the area within one half mile of the contiguous corporate limits and as depicted in Exhibit 'A'.

WHEREAS, the Wyoming Legislature has amended W.S. §15-3-202, §15-9-103 and §34-12-103, regarding City jurisdiction beyond the corporate limits and approval of plats in unincorporated lands within one-mile of the City;

WHEREAS, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation;

WHEREAS, the City and County both desire cooperation and coordination of development within the Joint Review Area, and seek to have compatible land uses adjacent to their common boundary;

WHEREAS the City and County wish to agree on certain procedures for the timely review and processing of annexations and development proposals within the JRA;

WHEREAS, the City and County have mutually adopted chapters in their respective Comprehensive Plans addressing County and City coordination, which recommends that the City and County adopt a process for achieving greater regulatory coordination in the Joint Review Area.

WHEREAS, there is no intent for this Agreement to restrict the County's authority to amend its Comprehensive Plan, subdivision and zoning rules, or apply land development regulations consistent with the provisions contained herein or otherwise to make land use decisions for unincorporated areas within the JRA; and

WHEREAS, there is no intent for this Agreement to restrict the City's authority to amend its Comprehensive Plan, Official Zoning Map or apply land development regulations consistent with the provisions contained herein or otherwise to make land use decisions for lands within the corporate boundaries of the City or within the JRA, should such lands be annexed by the City;

WHEREAS, this agreement will provide a basis for the evaluation of future development applications and annexation proposals, as well as for the adequate provision of public services;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and County agree with each other to create and participate in this Agreement as follows:

## **SECTION I**

### **DEFINITIONS**

“Agreement” means this *Joint Development Review Area Agreement Between Campbell County and the City of Gillette*.

“City” means the City of Gillette, Wyoming a first-class city.

“City Comprehensive Plan” means the Comprehensive Plan of the City of Gillette, in effect as of the Effective Date of this Agreement, as it may from time to time be amended.

“City/County Joint Future Land Use Map” means that certain map attached hereto as Exhibit “B” and by this reference made a part hereof which graphically depicts the boundaries of the current Joint Review Area and corresponding proposed future land uses for lands located within the JRA.

“City Future Land Use Map” means the City of Gillette Future Land Use Map, as it may from time to time be amended.

“County” means Campbell County, Wyoming.

“County Comprehensive Plan” means the Campbell County Comprehensive Plan, in effect as of the Effective Date of this Agreement, as it may from time to time be amended.

“County Future Land Use Map” means the Campbell County Comprehensive Plan Future Land Use Map, as it may from time to time be amended.

“Designated Service Area” (DSA) means the area intended to be served by regional water as defined in Exhibit C of the Gillette Regional Water Supply System Joint Powers Agreement.

“Effective Date” means the date when the last one of the County and City has signed this Agreement, which date will be inserted on page 1 of this Agreement.

“Joint Review Area” (JRA) means that area depicted in “Exhibit A”

## **SECTION II**

### **JOINT REVIEW AREA**

1. It is the intent of the City and County that the comprehensive plans of each entity shall ensure that the lands in the JRA are developed in a way that will ensure efficient provision of public infrastructure and services in this area.

2. The City and County mutually desire coordinated review of subdivisions and certain zoning permits within the Joint Review Area. These are:
  - a. Major & Minor Final Plats
  - b. Zoning and Re-Zoning Requests
  - c. Annexation Plats
  - d. New Telecommunication Towers
  - e. New Off-Premise Signage
  - f. New Digital Advertising
3. Major and Minor County Subdivisions proposed within the Joint Review Area, which also lie within the Designated Service Area of the Regional Water System, are required to develop a centralized water system which will connect to the Regional Water System or other public water system. Requests for regional water connections within the JRA shall follow the guidelines established in the Gillette Regional Water Supply System Joint Powers Agreement.
  - a. Requests for municipal services other than water may, at the discretion of the City, require a Pre-Annexation Agreement or, if contiguous to the City boundary, annexation into the City to receive such services.
  - b. City and County planning staffs shall consult and coordinate with each other on development applications regarding infrastructure connections in relation to land development standards.
4. Annexation of land within the Joint Review Area shall be governed by Title 15 of Wyoming State Statutes and any other applicable general law. This agreement shall not be interpreted to contractually restrict the City's authority to annex land within the JRA; nor shall this agreement be interpreted to waive any request or challenge by the County to any annexation by the City.
5. In furtherance of development within the JRA, the respective planning staffs of the County and City shall consult with each other and exchange information on any petition for annexation received by the City and any application for a development permit received by the County for a property located within the JRA.
6. All future municipal annexations shall include the transfer of public improvements as follows:
  - a. Road maintenance responsibilities within the JRA shall be pursuant to the adopted Shared Roads Memorandum of Understanding. For secondary roads, or roads not identified in the MOU and lying within an area proposed for annexation, the City shall assume ownership and maintenance responsibilities.
  - b. If an area proposed for annexation includes public improvements, the City agrees to assume maintenance, operation and ownership of all the public improvements upon the effective date of the annexation, except when, prior to the annexation,

the County declares its intention to retain ownership of the public improvements, pursuant to this Agreement.

### **SECTION III**

#### **PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT APPLICATIONS WITHIN THE JRA**

1. After the effective date of this Agreement, the County agrees to give the City timely written notice and review opportunity related to development permit applications inside the JRA as defined in this Agreement. The County will invite City staff to attend meetings between County staff and the applicant relating to the permit, including pre-application meetings.
2. All applications for land use development permits under County jurisdiction in the JRA will be reviewed consistent with all applicable laws, regulations, rules, policies and agreements, including, but not limited to, the applicable provisions of this Agreement, Wyoming State Statute Title 18 and Campbell County Subdivision and Zoning Regulations.
3. The County, within five (5) working days of receipt of any land use development applications within the JRA shall provide a copy of such application materials to the designated department, division or office of the other party as is designated by City via written correspondence.
4. City staff shall provide to the County its comments on the application within twenty (20) business days of receipt of a copy of any such application. The noted time frames may be extended by consent of both City and County staffs.
5. The County shall consider the comments provided by the City in review of the land use development application, however, the County is not required to obtain approval of the City of Gillette for approval of a County land use development application.

### **SECTION IV**

#### **COMPREHENSIVE PLANS**

1. In their 2013 Comprehensive Plans, the City and County adopted identical chapters relating to City and County coordination. The intent of the chapter is to foster a philosophy of working together to create compatible development within the areas of joint jurisdiction utilizing four primary elements:
  - a. Intergovernmental cooperation is critical so that future land use planning and infrastructure expansion meets associated growth demands.
  - b. The City and County should work together to create a seamless land use and infrastructure transition between the County and the municipality.

- c. In devising their respective plans, each jurisdiction, as much as possible, will aim for the best future for all of Campbell County, irrespective of jurisdictional boundaries.
  - d. Coordination of land use and infrastructure improvements in the Joint Review Areas is intended to benefit the residents, business owners, developers and others investing in the community.
2. City and County will strive to update the goals and objectives of the joint chapter in their respective Comprehensive Plans at least every 5 years.

## **SECTION V**

### **GENERAL PROVISIONS**

1. This Agreement may be amended by written consent of the Gillette City Council and the Campbell County Board of Commissioners.
2. The agreement may be terminated at any time by resolution by either Party upon 90-days written notice. Any application submitted within 90 days of termination shall be resolved regardless of this termination clause.

CAMPBELL COUNTY

CITY OF GILLETTE

\_\_\_\_\_  
Rusty Bell, Chairman

\_\_\_\_\_  
Louise Carter-King, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

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Susan Saunders, County Clerk

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Cindy Staskiewicz, City Clerk