

**Appendix M-6 Examples of Interjurisdictional planning agreements
from Maryland**

County and Town Planning Agreement

CITY/COUNTY AGREEMENT

(For Fiscal Year 1993-94 pertaining to sharing of funds and participation in planning and other governmental functions between Westminster and the County Commissioners of Carroll County)

This City/County Agreement made this ____ day of _____, 1993, between The Mayor and Common Council of Westminster hereinafter sometimes referred as "Westminster" or the "City") and The County Commissioners of Carroll County (hereinafter referred to as "County").

WHEREAS, it is the intent that Westminster and the County coordinate its planning and governmental functions in the interest of the citizens of Westminster, Carroll county, and

WHEREAS, it is desirable that an equitable assignment of funds received by both parties be made in the interest of providing services to all citizens in the most efficient and effective manner.

NOW, THEREFORE, considering their joint and separate public responsibilities, Westminster and the County do hereby establish and provide the following separate and joint actions:

I. SUBDIVISION, MASTER PLANS, ANNEXATION

(Joint Review Responsibilities)

WESTMINSTER

Copies of requests for subdivision of land, development of or amendments to Master Plans (including annexation plans), site plans, rezoning petitions, or petitions for annexations, will be forwarded to the County for its information and comment. In the case of subdivision, copies of any required sketch plans may be forwarded to the County for review and comment but, in any event, a copy of the preliminary subdivision plan or any revised preliminary plan which has been received after approval of sketch plans shall be sent to the County within 45 days of its receipt. Upon final approval of a plan, a copy of that plan, record plat mylars, and paper prints of mylars of approved site plans shall be forwarded to the County for its records. Master Plans or revisions thereto shall be forwarded to the County following its initial review by the City, but in no event later than 45 days prior to any scheduled public hearing. Annexation petitions shall be furnished the County at least 60 days before the public hearing regarding the annexation. Notices of hearing for any rezoning requests shall be sent to the County, prior to hearing, if adjacent to the corporate limits or if part of property annexed within a five year period previous to the request.

COUNTY

Upon receipt of requests for subdivision or site development within one mile of the corporate limits of Westminster, copies of a preliminary plan will be forwarded within 30 days of its receipt to the City for information and comment. On any new Master Plan or revision of Master Plans affecting any areas within one (1) mile of the City corporate limits, copies will be forwarded to the City at least 45 days prior to the hearing thereon. Notices of hearing for any rezoning and copies of the rezoning petition of property adjacent to the City corporate limits shall be furnished to the City or County at least 45 days prior to such a hearing at which time each shall be given the opportunity to present any comments.

REVIEW PROCESS

1. Westminster and the County shall give each an official written notice of any meeting or hearing in which a preliminary subdivision plan or site plan is to be reviewed, or a Master Plan, annexation petition, or petition for rezoning is to be considered which is within scope indicated herein.
2. At such meeting, Westminster or the County shall be afforded the right to present its written comments as a first item of business.
3. Any comments received by Westminster or the County shall be given due consideration in its final deliberations. Any decision pertaining to preliminary subdivision approval, annexation, or a master plan which may be contrary to comments or recommendations made by Westminster or the County shall be considered tentative and shall include any reasons for actions taken.
4. All decisions shall be in writing and copies shall be forwarded within 30 days to Westminster and the County for subdivision, site plan, master plans, zoning petitions, or annexation approval or disapproval.

APPEAL PROCESS

When Westminster or the county shall have made a tentative decision which is not in accordance with the desire of the other, an opportunity shall be afforded for an official joint meeting to further discuss the concerns or recommendations previously made. The concerns or recommendations shall be documented in writing and evidence of any detrimental short or long term findings shall be a part of the written document.

At such time as the evidence has been reviewed jointly by both parties, a decision shall be made by the jurisdiction which has the prime responsibility for approving the applications. The decision may be in the form of approval, disapproval, or approval with conditions.

POLICIES AND PROCEDURES REGARDING ANNEXATION

General Statement of Policy: The City and the County agree that the public health, safety, and welfare will best be served by cooperation between the City and County with respect to coordinated

responsibility for those areas which logically should become a part of the City of Westminster. For the purpose of establishing a continuity of municipal services as well as preserving the effectiveness of planning functions, the City and the County establish the following policies. These general policies shall not restrict the legislative powers of either the City or the County.

1. **Future Corporate Limit Line.** The City and County agree that future growth and development in the Westminster area to be served by public facilities should take place within the future corporate limits. To achieve this, the City and County will jointly agree upon and designate a future corporate limit line.
2. **Development of Property Within Future Corporate Limits.** When land is proposed for development within the future corporate limits, the County will require that land to be annexed to the City. The City will agree to accept the annexation of land within the future corporate limits.
3. **Development Procedures.** Where land is proposed for development within the future corporate limits, the developer shall first obtain from the County a determination of whether the development process will be under the County regulations and procedures, with annexation to follow development, or under the City regulations and procedures, with annexation to occur prior to or simultaneously with development. After seeking the advice of the City, the County will make this determination and communicate it to the developer and to the City. The County agrees that it will not approve development unless provision is made for annexation to the City, and the City agrees that it will not approve an annexation unless development has been completed under the County's jurisdiction or the County has determined that development take place under the City's regulations and procedures. The City and County will seek the advice and guidance of each other during the course of the development process.
4. **Already Developed Land.** The City and County concur in the objective that already developed land within the designated future corporate limits to become annexed to the City.
5. **Annual Renewal.** These policies and procedures under the within section entitled "Policies and Procedures Regarding Annexation" shall become a part of the City/County Agreement and shall be subject to annual review and renewal.

II. SERVICES AVAILABLE TO WESTMINSTER

Pursuant to separate memoranda of understanding, the County will make available Animal Control, Planning Services, Zoning Services, Building Permits and Inspection, Data Processing Services for Tax and Utility Billing, and Augmentation of Police protection by Resident Troopers, at the levels currently exists in unincorporated areas of the County without charge. Prior to County providing any of the above services, the Towns will have adopted, where required, an Ordinance or provisions similar to or the same as the County Ordinance which concerns the service and will have Town and County Attorneys review prior to the town and County authorizing the service to be performed by the County under provisions of the Town Ordinance.

County shall collect building permit fees for all Building Permits issued within the City limits and on a quarterly basis shall remit to the City of Westminster ten percent (10%) of the refunds of Building Permit fees pertaining to Building Permits previously issued within the City limits.

III. FUNDING GRANTS AVAILABLE TO WESTMINSTER

The County, upon the execution of this Agreement, will cause payment from its budget for Fiscal Year 1993-94, a grant in the amount of \$000,000. Such grant in each case shall be payable within 60 days following July 1, 1993 and be in addition to such other funds which shall be legally due from the County or from the County acting as an agent for other State or Federal funds.

PROCEDURES

Included as a part of this Agreement are procedures to be generally followed in conforming to the requirements set forth herein. The procedures are general and may be modified from time to time upon the mutual understanding of the two parties.

This Agreement shall become effective upon its adoption by Westminster and the County and shall terminate on June 30, 1994.

Signatories are Carroll County and City of Westminster elected officials.