



CITY-COUNTY PLANNING JURISDICTION INTERLOCAL AGREEMENT COMMITTEE

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TUESDAY, SEPTEMBER 14, 2010, 5:30 P.M.

- 1. A quorum of the City Council Committee on the Planning Jurisdiction Interlocal Agreement is scheduled to attend a meeting with Flathead County Commissioner Jim Dupont and County doughnut area representatives to continue discussions on possibly renegotiating the Interlocal Agreement on the Planning Jurisdiction between Flathead County and the City of Whitefish**
- 2. Approval of Minutes from August 31, 2010 meeting.**
- 3. Public Comment**
- 4. Review revised draft interlocal agreement. Possible consideration of recommending a revised interlocal agreement to the Flathead Board of County Commissioners and the Whitefish City Council**
- 5. Consideration of scheduling another meeting if necessary**
- 6. Other business**
- 7. Adjournment**

CITY –COUNTY PLANNING JURISDICTION
INTERLOCAL AGREEMENT COMMITTEE

Whitefish City Hall
WHITEFISH

TUESDAY, AUGUST 31, 2010, 7:00 P.M.

- 1. A quorum of the City Council Committee on the Planning Jurisdiction Interlocal Agreement is scheduled to attend a meeting with Flathead County Commissioner Jim Dupont and County doughnut area representatives to continue discussions on possibly renegotiating the Interlocal Agreement on the Planning Jurisdiction between Flathead County and the City of Whitefish.**

City Committee Members

Bill Kahle, City Council
Chris Hyatt, City Council
City Manager Chuck Stearns

County Committee Members

Jim Dupont, County Commissioner

Doughnut Area Representatives
Lyle Phillips and Diane Smith

Bill Kahle called the meeting to order at 7:00 p.m. Approximately 13 people were in the audience.

- 2. Approval of Minutes from June 23, 2010 meeting.**

Dupont moved and Hyatt seconded to approve the minutes. The motion passed unanimously.

- 3. Review revised draft interlocal agreement. Possible consideration of recommending a revised interlocal agreement to the Flathead Board of County Commissioners and the Whitefish City Council.**

Bill Kahle asked the committee if they want public comment first or want to begin with a chance to deliberate as a committee. City Manager Chuck Stearns said public comment is intended to have an effect on deliberations. Lyle Phillips said he has no idea where the rest of the committee is and a lot of the public comments could be for naught if they haven't heard the thoughts of the committee. Kahle said if the committee starts with their feedback then the comments from the public can be more specific. He said he would defer to Manager Stearns, however. Manager Stearns said they could listen to the public after their deliberations and before they make a decision. Commissioner Jim Dupont agreed and said they probably won't come to a decision tonight anyway. Bill Kahle said that the committee would make comments and then take public comment from the audience. Lyle Phillips asked and Bill Kahle said Sean Frampton would speak during public comment.

Manager Stearns said the major changes were made to Section 13. He wondered if they had comments or concerns in Sections 1 through 12. Bill Kahle clarified for the public that the committee's goal was to come up with clarifications to the existing Interlocal Agreement without trashing the entire agreement. The goal was to add language that addressed representation, duration and termination. The attorneys were asked to draft language into the document to address these issues and they came up with three options. The final document will meet the standards of State Law and what the committee is looking for. Diane Smith said Options B & C don't get us there. Option B allows people to plead their case, but Option C doesn't deal with the jurisdiction issue. Option A is perspective only and only deals with new legislation. If there was a way to allow for review of existing regulations then it would be more palatable. She said much of what the attorneys added is housekeeping. She said the focus needs to be on Option A. Then the question is how to make it applicable so the donut people have the chance to ask for revisions or re-visitation of stuff that has already happened.

Lyle Phillips said Option A, as it is worded now, only deals with prospective legislation which was disappointing. They want the County to review some of the things that were imposed on the donut people. Bill Kahle said the County might not want to say anything is automatically going back into the pipe line. They may want a method for triggering review of some items. Diane Smith said the County could presume everything is in place except three or four hot items and just review those items. Bill Kahle asked who picks those four items.

Jim Dupont said there needs to be a mechanism for review. There are some things that need to be addressed and clarified. They could address those subjects and not attempt to re-do everything. Kahle asked and Dupont said he is basically okay with Option A. He said the county's attorney said two separate entities can't rule on the same property. Chris Hyatt said Option A has the word "new" and they need to decide how they look at all of it. Dupont said if the City met and made a rule that they want all red mailboxes and it came to the County, who may want all blue mailboxes, then that's when they need to sit down together and make the decision before it is a rule. They need to work together first before they pass rules. Manager Stearns said he has to think about the mechanism for enacting Jim Dupont's idea. It's great in theory, but it may be difficult to implement. He said maybe there could be a mandatory meeting. Dupont said there has to be time constraints for taking action, too. Smith said it is important to have conversations in advance so everyone knows what to expect.

Manager Stearns said they would have to think about where in the procedure this would fit. He said the mechanism for reviewing prior things, rather than listing them out, would be important. It might be good to have a way for the Commissioners to have a way to ask for something to be initiated. He said review is one thing. Re-enactment is another. He said review doesn't get you anywhere if the City Council doesn't take any action to re-enact. In the new document legislative enactments include only the adoption of new growth policy regulations, subdivision regulations, zoning regulations, shoreline regulations or text amendments to such existing regulations. He said that means these regulations don't apply to individual re-zoning of properties. He said other people may read it to say that if the City re-zones someone in the donut it should go to County Commissioners for their review and consideration. He said he doesn't think the County wants to see every individual re-zoning application. He said they also don't want to put all individuals through a two-step process. He said the way he reads the document it

doesn't include re-zoning of properties. They have to decide whether they want those re-zones to go to the Commissioners.

Phillips said he read it as dealing with the big picture like Manager Stearns did. His concern is that even if Option A is revised to apply to existing and future issues there is no provision for individual complaints in the event that the administration of zoning regulations was a violation to the individual. He said this sends people to the Board of Adjustments and those members are appointed by the City Council. It is also expensive--it costs \$900. That means the donut people don't have representation. Manager Stearns said if the Council turns down a re-zoning that isn't a Board of Adjustment issue—it would go to court from there. He said the Board of Adjustment deals with topographical challenges. For re-zoning issues they should have the language spelled out clearly in this document.

Diane Smith said if the County fails to hold a hearing within a set period of time then it just passes. She said if the County gets a strong response from the public then the County will hold a public hearing. If the Commissioners fail to act then the Whitefish City standard is upheld. That prevents adding to the workload. Bill Kahle said if the City Council turns down a re-zoning request and the person goes to the County then the City has to bear the cost of sending someone down to the meeting. Diane Smith said the document calls for compensation in this situation.

Bill Kahle said he wanted everyone to know that there are two extraterritorial members on the Board of Adjustments. They are appointed by the City Council, but they reside in the extraterritorial area. Manager Stearns said the super majority issue was a concern for him. He felt the City should have approval by 5 of the 6 Councilors and the County should have approval by 3 of the 3 Commissioners. He said he may be in the minority here, but he felt that in any County review it ought to pass a high standard. Lyle Phillips said that is not normally how the decisions are made at the County level so he wouldn't be in favor of it. He said there is enough coverage in Option A to require the item to have merit before it goes to the Commissioners. Manager Stearns said he feels the County can decide to remove anything they want. Kahle opened the meeting for public comment.

4. Public Comment

Sean Frampton, attorney, said he and the City and County attorney met several times and put quite a bit of effort into this document. He said if they wanted to give the County the right to have a say in issues that affect the donut area they could have the County have the property and then agree that the City can administer it. The City would have to pass a law as an ordinance and then it would have to go the County and be passed as a resolution. The other option is for the County to do all the work. That left them with the City passing a law within their boundaries, but not having it apply to the donut until the County Commissioners approve it. He said the problem may be whether the statutes allow that to happen. State Law seems to say that it's the County's property/jurisdiction unless they wipe the slate clean and then the City can have jurisdiction up to two miles. Both the City and County Attorneys are having a hard time saying this is lawful. He said he believes it is. The statutes and the constitution have a gap and this is a way to bridge this gap. He said Option A is the only option for the interveners. Option B was

tried and it didn't work. Option A is the only one that works for them. It can be resolved with a legislative amendment to the statute. He said he has spoken with Derek Skees and Ryan Zinke. The amendment would be in the statute that says the city can extend two miles beyond its border. He suggested they add, "Nothing prevents two local governments from working together to pass legislation." He said he thinks the legislative session will pass before they get a decision from Judge Curtis. He said they left out the individual application for re-zoning deliberately. He said the Interveners still have an issue regarding the Board of Adjustments. He said the directive was to provide County representation. There is representation on Planning Board, and with this there will be representation. There is the issue of enforcement. If you go to the Whitefish Zoning Administrator the appeal is to the Whitefish Board of Adjustments and if there isn't adequate representation that would be a concern. If there is representation, then they need to be satisfied that the enforcement is taken care of. He said he didn't think a super majority vote requirement was legal.

Sean Frampton said there are two other issues the interveners have. There was the desire to keep the interlocal agreement as close to the original as possible. The small issue is in paragraph 9 about the watershed. If there is an application for something in the watershed area in the County then the City may extend their jurisdiction to that area. He said the interveners feel that allows the City to extend beyond two miles and State statute says it is unlawful. The bigger concern is the existing legislation. That has always been an issue for the interveners. He said if those items weren't done legally under the Constitution originally, it needs to be addressed. He said he talked to City Attorney VanBuskirk and said if the Commissioners are going to notice something and hold a hearing, why not include the legislation that's been passed since 2005. He said he doesn't know if there have been two or twenty ordinances. He said if people come and comment then the Commissioners have the right to say whether those ordinances apply in the donut. If not, then they are all open to challenge. If the Commissioners approve them, then they are ratified. Another option is to have a sub-committee while they're working on the legislative enactment to look at the ordinances that have been passed since 2005 and make recommendations to the Commissioners on those.

Manager Stearns asked if the legislative change would be to the land use statute and Sean Frampton said it would be. Manager Stearns said land use statutes raise interest across the state. He said the intent of the interlocal cooperation act is that if there are two willing bodies they are given latitude in how they structure the cooperation of services. A lot of it depends on how "services" is defined. Is land use regulation a service? He said it is the City's perspective that Option A is already legal, but they felt the existing agreement was legal, too. Sean Frampton said they have taken a position that Title 7 does not apply to legislative enactment. He agreed that it would have statewide implications. Chris Hyatt said they know in Option A that if the Council passes something and it goes to the County and they don't act on it in 30 days, it qualifies as passing. Sean Frampton said it offers them the opportunity to act and vote. He said the Critical Areas Ordinance (CAO) is a good example. If the CAO came up there would be lots of comments to the Commissioners. Manager Stearns asked if they put in an automatic review of the CAO would the interveners be satisfied and Frampton said any existing laws that has been passed and applied in the donut area are in violation of the constitution. It has to be ratified by the County Commissioners. Lyle Phillips asked and Frampton said this agreement does not take effect until they make notice and agree on the Interlocal Agreement and the existing legislation.

Diane Smith said there needs to be an opportunity for the County to consent. She said that can come in multiple forms. She said if they asked the donut people what ticks them off the Commissioners would probably get a list of 16 items. The County could address those items and go to work on those items. She said she was trying to make it administratively simple. She said there are easier ways to get there without being cumbersome. She said everyone is trying to make everything cheaper and easier. Manager Stearns said somehow the Commissioners could initiate a review of any ordinance between 2005 and now, but they ought to have a specified timeframe in which to do that. He said there ought to be a limit to calling for a review. Dupont said he'd like to keep it simple. He said if they publish a list of the passed ordinances since 2005 then the people could make their comments and the Commissioners could hold a hearing on those issues. He asked and Frampton said it would suffice. Lyle Phillips asked and Dupont said he agreed that it would suffice. Bill Kahle said he has heard people say they would like a public meeting to discuss how the current CAO is working and recommend changes. Then it would be reviewed by both bodies. Kahle said the people in the donut deserve clarity. He said the intent of the interlocal cooperation section is cooperation. If legislation is a part of it, then that seems like a natural extension.

Rebecca Norton said there are housekeeping problems. She said a 30-day turnaround is too fast. If you have a powerful, wealthy person who disagrees with a policy they could influence the decision making of the whole area. She said what they are trying to do is probably honorable, but they don't have to bring the County into it. They can hold a work session. A Councilor can call for one. She said the governmental leaders have to look at everyone's interest. She said the CAO is good for the City and yet the newest Councilors ran against it without even reading it. She said the real issue is the CAO. She said she has looked at the Commissioners' agendas and they are packed. She said she is in favor of local representation for their planning jurisdiction. She said in order to avoid the appearance of "taking," the hydrologist put together the matrix. It was questionable. She doesn't think they should develop formats that haven't been tried previously. She said it is their right as citizens of the U.S. to have honest and fair government. She said this has been a manipulative process and she doesn't think it will solve the problems with the CAO. She supports keeping the current CAO and if it needs to go to the Supreme Court she is okay with that. If someone has a problem with legislation that has been previously passed they shouldn't be able to change it and override the whole public process. Lyle Phillips said the donut people are part of the community and should have had their representatives be part of the CAO process. He said the CAO is what the City enacted on them. Rebecca Norton said the donut people spoke out. Lyle Phillips said their representative didn't have a vote.

Sharon Morrison said items passed since 2005 are not legal because they were passed without representation for the donut people so they are vulnerable to litigation. They need to be enacted in some form of joint legislation. She said they don't have to look at every one. They could head off a legal action by addressing the important ones. She said she sat in on the attorney meetings and did considerable research on interlocal agreements. There is not a single Interlocal Agreement where the County or City ceded the legislative power to the other. The two bodies have a discussion and then craft an ordinance resolution that is passed by both bodies. Then it is administrated and enforced through the Interlocal Agreement. It deals with only those

ordinances that need to apply to the donut. She said that model continues the jurisdiction as it stands. They pass joint ordinances and then decide who administers them.

Larry Campbell said he lives in the donut. He has a problem with the watershed issue because it potentially extends the 2 mile jurisdiction for Whitefish. That is also true in the corridor area. He has an issue with the 5-year agreement. He said they don't know if this will work at all. If it isn't working then they have to wait 5-6 years to terminate. Kahle said there is a one year period to allow for re-mediation and to allow either side to ramp up. Lyle Phillips said they proposed a 6-month time limit but the County Planning office was worried about having time to ramp-up. Larry Campbell said he appreciates the time and effort people have put in this. He said the best way to solve this would have been to have the people vote whether they wanted to be in the City's jurisdiction or not. He said he had a hard time figuring out when this meeting was and he thinks there would have been more people here if it was advertised better. He said he thinks this still needs tweaking.

Marilyn Nelson said she heard Sean Frampton say the existing Interlocal Agreement is not valid, but that has not been determined by Judge Curtis yet. She said all of his suggestions dishonor thousands of hours of community work. She said it's a slippery slope. She thanked the committee for their efforts. She said City and County residents are bringing a draft resolution to amend the existing Interlocal Agreement to the City Council on September 7th. The Resolution calls for amending the existing Interlocal Agreement to create and empower an elected community council in the Planning Jurisdiction. She passed out copies of the resolution to the committee. This was submitted to the commissioners at their July 28th meeting and will be re-submitted to them for their further consideration. There is broad support within the Whitefish community, from both City and County residents, for creating an elected Community Council for the doughnut, and they are respectfully asking this Committee to consider this proposal as a viable option in lieu of pursuing Amendment #3. She feels that Amendment #3 fails to provide direct local representation on planning issues affecting the Whitefish Community. Amendment #3 continues to pit the City and the County against each other when it allows either party to withdraw from the agreement with a year's notice. Further, Amendment #3, because of this withdrawal clause, creates an unacceptable level of uncertainty for long-term planning, property values, and investment decisions by homeowners and businesses within our community. She said the group offering this resolution feels that amending the *existing* Interlocal Agreement to create and empower an elected community council offers a better long-term solution for the community, while relieving the County of the burden and cost of planning in the doughnut. They believe that this course of action can pave the way for settlement of the current legal action between the City and County, as it provides meaningful representation and input to County residents whose property is affected by planning and regulation carried out by the City. This solution can also serve to protect the City and County by removing the incentive for future legal action based on insufficient representation for citizens of the doughnut.

Lyle Phillips asked whom she met with to create the resolution. Marilyn Nelson said she attended most of the meetings of this committee and as she saw them moving toward an agreement that didn't provide the representation she wanted. Mayor Jenson brought up the idea of a community council and she liked the idea. She said as a donut person she could vote for a Commissioner, but so can everyone in the City so it doesn't give them much voice. She can't

serve on any committee in her community. She said this is a grassroots effort by local people. She said Mayor Jenson suggested this idea at one of their meetings. Lyle Phillips said he has heard, like Larry Campbell said, that there are people who want the County to have full jurisdiction over the donut area. He reviewed the survey from 2008 that said most of the people in the donut do not want to be under the City's jurisdiction. Marilyn Nelson said the survey was so loaded that she didn't return it. She didn't think it was fair. She said perhaps a referendum is appropriate. People feel passionate about this issue and they need to know what the majority want. She said they need to look for common ground.

Mary Person said she got that survey and she didn't respond to it either. She agrees with the original Interlocal Agreement and its amendments and the regular review process on page 14 which states the parties will meet every year to determine if any modification is warranted. This is the spirit of cooperation that we should expect from our Interlocal agreement. It is very expensive to administrate zoning and planning within these areas which is why we should not consider terminating the agreement. Cooperation is key and I believe that both the city and county want this. She attended multiple meetings from 2006-2008 for the Growth Policy and CAO. She said it would take a lot of work for the County to review all of these things. She said Amendment #3 doesn't mention monetary participation by the County, yet gives them final say in any decision making by the City, specifically with regards to the City's administration of Planning and Zoning, subdivision review, lakeshore protection regulations and flood plain regulations.

Mary Person said she looked at both documents to compare them and in #7 the paragraph on cooperation was eliminated. She likes the word cooperation and thinks it should be used more frequently in the agreement. Paragraph 8 entitled "Master Plan" was eliminated and I would like to see reference again to our adopted Growth Policy. She said Option A is not in the City's best interest. She said the County may as well take over zoning and planning for the donut, but she doubts they would want it. She said option B is cumbersome to the City, but she thinks it's great if the City and County offer input and suggestions to each others zoning, land use planning legislation, and regulations. This is a cooperative effort. She said the initial rescission of the Interlocal Agreement by Gary Hall was the fact that Doughnut area residents do not have representation and cannot vote for the city council and for those making decisions for residents in the planning jurisdiction. However, if a Community Council is created it has the ability to provide the missing piece of government to give doughnut residents the opportunity to elect their neighbors and offer quality representation that is not provided for in the interlocal agreement and which is still not solved with this current Amendment #3. By signing off on Amendment #3 to the IA, it continues to perpetuate the problem. She hopes they'll consider the community council as a possibility. They presented this Resolution to the Commissioners a few weeks ago, and will hopefully have their support. The Resolution most likely will go through some revisions, but if the representation issue is solved it would defeat the purpose of continuing with the lawsuit since representation would be addressed. There are those that feel the City is too restrictive in its policies, yet there are those that feel the County does not provide enough protection and there are those that don't know and don't care. If the community council is

created, it keeps both at bay and gives all residents the opportunity to elect their representatives with cooperation of both City and County. There is quite a bit of support for the community council and she hopes the committee will consider this a possible solution to representation.

Bill Kahle said he thinks State Law provides for community councils. He said it can't be created by the committee or by the City Council. It has to come from the donut. Mary Person agreed that they would need the support of the County. Bill Kahle said he would like to see the pending lawsuit resolved by cooperation. The residents of the donut don't know who to go to for resolution on their land use issues. Marilyn Nelson said they are giving the committee a heads-up that this is what they are asking for. They are asking the City Council to integrate this into the Interlocal Agreement. Chris Hyatt said several people said they like the old Interlocal Agreement, but there is a problem with it because of the lawsuit.

Dick Zoellner said what if the majority of the donut people like what was done during 2005-2008. Sean Frampton said without ratification by the Commissioners then those ordinances are subject to challenge. If it is unconstitutional then someone can sue. Sean Frampton said the question he thinks Dick Zoellner is asking is if 90% of the people are in favor of the Dark Skies ordinance and the Commissioners vote to apply it, can it be challenged. Frampton said he thinks at that point the commissioners have ratified it so he doesn't think it can be subject to challenge. Sharon Morrison said if the Ordinance is passed by the City and applied to the donut then the process is illegal. Zoellner said they just keep going back and back to review issues. He said they should invite the public and hold a vote. Rebecca Norton said she understands the logic, even though she doesn't think it is appropriate. She asked if any other City has done governance this way.

David Pickerel said division of governance is what the country has been based on for the last 200 years. Gene Lamb has lived out on Karrow Avenue for the past fifty years. He asked why the City would want the extra two mile jurisdiction—other than just control and power. He said he signed the postcard that came out and he thought it was clear. Bill Kahle said that as the City of Whitefish grows out to its boundaries they need control of the watershed, for instance, to protect water quality. He said this was created to allow the City some control around its limits. In the past there was no way for the donut people to weigh in. He ran for Council because he saw a situation that was a bad governmental system and this is an effort to fix that. He said it is not a power grab, but they want to have influence in that area if the City grows. Chris Hyatt said the State gives all cities the ability to go two miles outside their jurisdiction. Gene Lamb said he understood that. Manager Stearns said State Law allows it for planning for orderly growth. The County may have different perspectives on planning than the City. He said he isn't saying that a City plans better than a County; he is just saying they are different. The premise is to plan for growth in an orderly fashion.

Ole Netteberg said if the committee is forming a committee to represent everyone in the donut he'd like them to vote for him. Marilyn Nelson said the intent is for the elected community council to have some power. Derek Skees said there is a lawsuit in Lakeside because of the Neighborhood Plan process because they held "secret" meetings. Mary Persons said the

current Interlocal Agreement says the current jurisdiction is 4.5 miles from the City boundaries with joint planning.

Chris Hyatt said Option C looks good to him, but that takes them back to B which had problems. He said they have to work together and figure this out. Manager Stearns said he probably favors C, but he isn't naïve enough to think that solves the issue. One side or the other could withdraw. In the consensus orientation one of the tests is whether you can live with Option A. He said it may fall apart over time, too. It's all experimental. He said it is important to clarify re-enactment of previous issues. He said he could live with Option A. Bill Kahle said the only representation with Option C is to terminate it. Option B is a watered down option A. He thinks Option A is the most viable and achieves the goals of representation. It needs clarification on a few of the issues—previously passed legislation and whether new zone changes go to the County. He would like to see Option A be the first step to give clarity to those in the City and those in the donut. Chris Hyatt said they can work toward a consensus. Diane Smith asked how they speed up the process. Bill Kahle said they should focus on Option A and decide what things they would like to see tweaked and meet again. Diane Smith asked for a Word Document copy of the Interlocal Agreement so she could propose some clean-up language and email them. Manager Stearns said the changes need to come back at an open public meeting. He said the City and County can work on the language at the next meeting if each party brings back a marked-up copy. Jim Dupont said he was confused about the public process. He said they need to come up with a public document they can provide to the public for preview. Attorney VanBuskirk said they need to allow for public participation in a public forum. Manager Stearns suggested they bring two marked up copies to the next meeting and work on it together. Diane Smith suggested she and Chuck Stearns meet and hash out the details and create a document to post for the public to review before the next meeting. She said she would be glad to hold the meeting in front of the public, but she wants to work on it before September 14th. Bill Kahle said this committee has no power to enact anything. It will be voted on by the Councilors and Commissioners. Marilyn Nelson asked and Chuck Stearns said it would be posted on the website and they would receive it by email as well. Sharon Morrison said they could have a work session open to the public. Manager Stearns said that would be fine with him. Rebecca Norton said this feels like deal making to her. Chris Hyatt said there's no deal making—the votes are made at the next level. Manager Stearns said he would choose a public place and notify the public on the date for the work session.

5. Consideration of scheduling another meeting if necessary

The committee agreed to meet September 14, 2010 at 5:30 p.m. at Central School if it is available.

6. Other Business

7. Adjournment.

The meeting was adjourned at 9:08 p.m.

**AMENDMENT NO. 3 AND RESTATEMENT OF
INTERLOCAL AGREEMENT**

This Agreement is entered into as of the _____ day of _____, 2010, by and between the County of Flathead, a political subdivision of the State of Montana (the "County"), and the City of Whitefish, a municipal corporation (the "City"), with respect to the following facts.

A. Beginning in approximately 1967, the parties have cooperated in creating and administering the Whitefish City-County Planning Board (the "Planning Board") and the Planning Board's jurisdictional area, as permitted by Montana law.

B. Currently the jurisdictional area of the Planning Board extends approximately two (2) miles from the boundaries of the City, as shown on Exhibit "A," attached hereto and incorporated herein by reference.

C. From time to time the parties have adopted and updated a Master Plan (or Growth Policy) covering the jurisdictional area of the Planning Board. The most recent version of the adopted Master Plan is entitled, "2007 Whitefish City-County Growth Policy."

D. Since 2005 the parties have cooperated in creating an area extending approximately two (2) miles beyond the City's boundaries, within which the City has established its own zoning designations, and incorporated County zoning designations, as permitted by Montana law, although some lands still retain County zoning designations. This two (2) mile area is referred to as the City's extra-territorial zoning jurisdiction and jurisdictional area.

E. The Planning Board, its jurisdictional area, as well as the City's two (2) mile extra-territorial jurisdiction, as described above, were created by joint action of the parties, through the parties' original 2005 Interlocal Agreement.

F. The parties desire that within the City's extra-territorial zoning jurisdiction, the City shall administer all planning and zoning, subdivision review, lakeshore protection regulations, and floodplain regulations, subject to the oversight by the County, as set forth more fully herein.

G. On September 20, 2005, the parties signed Amendment No. 1 to the Interlocal Agreement, which modified Paragraph 6 of the Interlocal Agreement, concerning the transition that would take place pursuant to the Interlocal Agreement.

H. On February 6, 2007, the parties signed Amendment No. 2 to the Interlocal Agreement, which modified Paragraph 4 of the Interlocal Agreement to extend the Whitefish Lake and Lakeshore Protection Regulations to include the properties surrounding Blanchard Lake, and to have a new member appointed to the Whitefish

Lake and Lakeshore Protection Committee, representing Blanchard Lake from the Blanchard Lake area.

I. The parties desire to amend the Interlocal Agreement a third time, to provide a five year term for the Interlocal Agreement, subject to renewal by mutual agreement of the parties. Also, the parties desire to provide the process for County oversight and withdrawal of a party at least one year from the date of withdrawal, allowing for notice of the withdrawal, investigation of the cause for the withdrawal, resolution, and mandatory dispute resolution process prior to the withdrawal date.

THEREFORE, the parties agree as follows:

1. Interlocal Agreement. This Agreement is established pursuant to the Interlocal Cooperation Act, § 7-11-101, et seq., MCA. The purpose of this Agreement, is among other thing, to streamline the provision of government services by centralizing the functions of planning, zoning, subdivision review and lakeshore and floodplain permitting for the area surrounding Whitefish and the Whitefish Lake in one governmental agency that will, through such centralization, develop greater expertise and efficiency than if the same functions were handled by two governmental agencies.

2. Continuation of Planning Board. It is the parties' intent to continue in effect the nine (9) member Planning Board, in the same manner and jurisdiction it has been administered and has operated in the recent past. The City shall continue to appoint four (4) members of the Planning Board pursuant to § 76-1-201(1), MCA. The County shall continue to appoint four (4) members of the Planning Board pursuant to § 76-1-201(1), MCA. The ninth member of the Planning Board shall continue to be appointed pursuant to § 76-1-201(2), MCA. The parties shall each bear their own expenses involved in advertising for and appointing Planning Board members. The City shall be responsible for and shall bear all other costs of administering and operating the Planning Board.

3. Planning Board's Jurisdiction. The parties agree that the jurisdictional area of the Planning Board shall be as shown on Exhibit "A."

4. Continuation of Lakeshore Protection Committee. The parties agree that the Lakeshore Protection Committee shall consist of eight (8) members, and shall be administered and operated in the same manner that it has been in the recent past. Pursuant to Chapter 5 of the Whitefish Lake and Lakeshore Protection Regulations, the City shall appoint three (3) committee members, all of whom shall be resident freeholders within the City and at least two (2) of whom shall be residents on either Whitefish or Lost Coon Lake. The County shall appoint four (4) members, all of whom shall be resident freeholders of rural Flathead County, at least two (2) of whom shall be residents on either Whitefish Lake or Lost Coon Lake, and at least one (1) of whom shall be a resident on Blanchard Lake. The eighth (8th) member shall be appointed by the Whitefish City-County Planning Board and shall be a City resident. The parties shall

bear their own expenses involved in advertising for and appointing Lakeshore Protection Committee members. The City shall be responsible for and shall bear all other costs of administering and operating the Lakeshore Protection Committee.

5. City's Authority in Jurisdictional Area. The parties agree that pursuant to §§ 76-2-310(1), 76-2-311, and 75-7-214, MCA, and pursuant to this Interlocal Agreement Amendment, the City, as a city of the second class, shall assume and use for the purposes of planning and zoning, subdivision review and approval, and for the administration of the lakeshore protection regulations and floodplain regulations, the boundaries of the jurisdictional area, as shown in Exhibit "A." Subject to the terms and conditions of this Agreement, within the boundaries shown on Exhibit "A," the City shall have the power to (1) establish or alter zoning designations; adopt, administer, enforce, and amend planning and zoning regulations, (2) consider and approve subdivisions and adopt, administer, enforce, and amend subdivision regulations, (3) consider and approve lakeshore permits and adopt, administer, enforce, and amend lakeshore regulations, and (4) consider and approve floodplain permits and adopt, administer, enforce, and amend floodplain regulations. The City shall be responsible for and shall bear all costs of administering the regulations identified above.

6. Transition. Subject to Paragraph 7 below, the parties shall cooperate with one another in removing Flathead County's zoning designations within the jurisdictional area, but shall do so in coordination with the City's establishment of zoning designations so that currently zoned areas will transition smoothly from County zoning to City zoning. Until Flathead County has removed its zoning designations and the City has established new zoning designations with respect to a particular parcel or parcels of property, the applicable County zoning regulations shall remain in full force and effect, and the City shall have full legal power and authority to enforce all County zoning regulations applicable to a particular parcel or parcels.

7. Highway Corridors. Based upon the City's expressed concerns about development along the Highway Corridors, the County agrees to give 30 days written notice to the City prior to the adoption of any proposed change to the County's Master Plan/Growth Policy, or any regulations, covering property in the Highway Corridors and allow City comment thereon. The Highway Corridors are defined as 1/4 mile on either side of US Highway 93 and Montana Highway 40 beyond the two (2) mile boundary of the jurisdictional area and within the boundaries of the County Master Plan/Growth Policy.

8. Land in Two Jurisdictions. If a zoning, subdivision, lakeshore or floodplain application is received by either party which involves land located inside and outside of that party's jurisdictional area, as established by this Agreement, the parties' planning staffs shall meet and determine whether such application should be processed by only one party, and if so which party is appropriate for such processing. If the proposal involves connection to the City's water and/or sewer utilities, then the City shall process such application.

9. Development in Watershed. Based upon the City's concerns with its watershed, the parties agree that if a proposed development in Sections 5, 8, 9, or 16, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana, would result in a density of one dwelling unit per 5.0 acres, or higher, the boundaries of the New Jurisdictional Area shall be amended to include such property within the New Jurisdictional Area and the City shall undertake to review the project.

10. No New Entity. No separate legal entity is created pursuant to the terms of this Agreement, although the parties agree that the previously created Planning Board and Lakeshore Protection Committee shall continue in existence.

11. No Jointly Owned Property. The parties shall not jointly acquire or own any property; nor shall the parties be required to contribute funds or bear any expenses other than those identified herein.

12. Regular Review. The parties shall meet yearly to discuss generally the topics covered by this Agreement. Prior to the expiration of this Agreement the parties shall meet to determine whether the Agreement should be renewed for an additional five year term and review the jurisdictional areas identified herein to jointly determine whether any modification is warranted.

13. New Legislation Enactments.

OPTION A: The parties agree that the City Council's enactment of new zoning and land use planning legislation, resolutions and regulations, to include ~~any only the adoption of~~ new growth policy, subdivision, zoning, and shoreline protection regulations, or text amendments to such existing regulations, ("new legislation"), not including individual re-zonings or other site-specific development applications, proposed for the jurisdictional area shown on Exhibit "A," shall not become effective within the extraterritorial jurisdiction outside the City limits until the County Commissioners have granted consent pursuant to the following process. For all new legislation, the City shall include as a condition to its effectiveness within the jurisdictional area outside the City limits, a requirement that the County Commissioner grant consent to such new legislation. After passage of such conditional new legislation, the City shall provide notice and a copy of the legislation to the County Commissioners. Within 30 days of receipt of such notice, the County Commissioners shall provide public notice and conduct a public hearing for the purpose of determining whether to grant consent to the City Council's new legislation. Should the Commissioners, by majority vote, grant consent to the City's new legislation, the legislation shall become effective upon the terms stated therein. Should the County Commissioners, by majority vote, withhold consent to the new legislation, the Commissioners shall, within 10 days thereafter, provide the City Council with a written explanation of the reasons for withholding consent and the new legislation shall not become effective. Should the County Commissioners fail to conduct such a hearing within 30 days after receipt of the City's

notice, the Commissioners shall be deemed to have granted consent and the legislation shall become effective upon the terms stated therein. In the event the County ~~wishes to schedule its own public hearing(s) on the new legislation and~~ requests participation by City staff at its hearing, the County shall reimburse the City for the City's costs and expenses, documents, staff testimony, travel and attendance at County hearing(s) and public meeting(s) on the new legislation, subject to the Commissioner's prior approval of the expense amount.

Option A.a

The parties agree that the County Commission may initiate a City of Whitefish review and re-enactment of any specific examples of such defined new legislation listed above which the City enacted between February 1, 2005 and the date of execution of this agreement. The County Commission must notify the City of Whitefish of its request to initiate such review within twenty-four months of the execution of this agreement. In the event the County Commission requests such a review, it agrees to pay the entire costs of the City's labor, materials, public notices and other direct costs of such review up to a limit of\$ _____ per ordinance.

(Concepts of disagreement exist here –CS feels County should bear cost of review. Chuck would like a super-majority of 3 County Commissioners to initiate such a review – DS disagrees with both.)

Option A.b

For ~~all~~ legislation enacted after February 1, 2005, the County Commissioners, acting by a majority vote may give the City Council written notice of its intent to consider withdrawing consent to the existing legislation. Accompanying this notice shall be a summary of necessary modifications to the existing legislation to gain consent of the County Commission. The County Commission must notify the City of Whitefish of its request to initiate such review within twenty-four months of the effective date ~~execution~~ of this agreement. The County Commissioners shall then ~~(review the entire public record of the adoption of such legislation)~~, provide public notice and conduct a public hearing within 60 days for the purpose of determining whether to withdraw consent to the existing legislation. Existing legislation shall remain in effect in the extra-territorial jurisdiction outside the City limits until the County Commissioners ~~revokes~~ consent.

(cost issues, super-majority?, or meld language of both?)

OPTION B: The parties agree that, prior to enactment, the City shall give the County notice and an opportunity for comment upon all new zoning and land use planning legislation, resolutions and regulations, including adoption and revision of the growth policy, subdivision, zoning, and shoreline protection regulations ("new legislation") proposed for the jurisdictional area shown on Exhibit "A" pursuant to the following

Planning Jurisdiction Interlocal Agreement
Amendment #3
Draft 9/10/10

process. At least 45 days prior to enactment of any new legislation, the City shall provide a copy of all new legislation to the County along with the dates of City hearings and a description of the public process for considering the new legislation. At least 10 days prior to the hearing at which the City Council shall consider enacting the new legislation the County shall provide the City with its comments upon on the proposed new legislation including support for, opposition to, or suggestions for alternative language. The City shall give due weight and consideration to the County's comments and provide a written explanation to the County within 15 days after passage of the legislation describing its decision to accept, reject or modify the County's comments.

OPTION C: Delete Paragraph 13 in its entirety.

14. Term. After approval and appropriate filing, this Agreement shall become effective and shall endure five (5) years from the date of its approval by the parties, or until terminated by law, by mutual agreement of the parties or withdrawal of a party as provided by this part, whichever shall first occur.

A party may withdraw from this Agreement upon lawful resolution passed by the governing body of that party and service of written notice thereof on the remaining party at least one (1) year prior to the requested date of termination. During the one-year period of time from notice of the requested withdrawal and termination of the Interlocal Agreement, the party providing notice shall specify the nature and grounds for withdrawal within ten (10) days of the date of the notice, allowing the remaining party ninety (90) days to investigate and propose a resolution.

After ninety (90) days from the date of the notice for withdrawal, if the parties are unable to reach a mutually agreeable resolution, the parties shall attempt to resolve the stated grounds for the withdrawal and termination of the Interlocal Agreement through non-binding mediation, and, the parties shall jointly select a mediator. In the event the parties do not voluntarily and timely select a mediator within fifteen (15) days from the mediation request, the eleventh judicial district court on application of a party shall appoint a mediator. The mediator so appointed by the parties or the district court shall assist the parties to attempt to resolve their differences as provided by § 26-1-813, MCA.

This Agreement will remain in full force and effect for the parties throughout the full one (1) year period of time following service of notice of the withdrawal of a party.

15. Entire Agreement and Duration. This Agreement contains the entire agreement of the parties hereto, as amended on September 20, 2005, and February 6, 2007, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. Each party represents and warrants that the Agreement is lawful and binding on the parties, and enforceable by the remedy of specific performance and injunctive relief. There are no representations,

agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein.

16. Governing Law. The construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Montana.

17. Forum. Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Flathead, Montana.

18. Captions. The captions and headings of the different paragraphs of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.

19. Necessary Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

20. No Waiver. The waiver by one party of the performance of any covenant, conditions or promise shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other covenant, condition or promise. The delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition or promise shall not prevent a party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

21. Partial Invalidity. In the event that any word, phrase, clause, sentence, paragraph, section, or other part of the Agreement set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid and the remaining provisions hereof shall continue in full force and effect.

Some arguments for no severability ! DS will explain.

FLATHEAD COUNTY

CITY OF WHITEFISH

By: _____
Dale W. Lauman, Chairman

By: _____
Charles C. Stearns, City Manager

ATTEST:

By: _____
Diana Kile, Clerk

By: _____
Necile Lorang, City Clerk

(seal)

(seal)

STATE OF MONTANA)
) s.s.
COUNTY OF FLATHEAD)

On this ____ day of _____, 2010, before me, the undersigned Notary Public for the State of Montana, personally appeared **DALE W. LAUMAN** and **DIANA KILE**, known to me to be the Chairman of the Board of Commissioners and Clerk of the Board, respectively, and acknowledged to me that the County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(seal)

Printed Name: _____
Notary Public for the State of Montana
Residing: _____
My Commission expires: _____

* * * * *

STATE OF MONTANA)
) s.s.
COUNTY OF FLATHEAD)

On this ____ day of _____, 2010, before me, the undersigned Notary Public for the State of Montana, personally appeared **CHARLES C. STEARNS** and **NECILE LORANG**, known to me to be the City Manager and City Clerk respectively, and acknowledged to me that the City of Whitefish executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(seal)

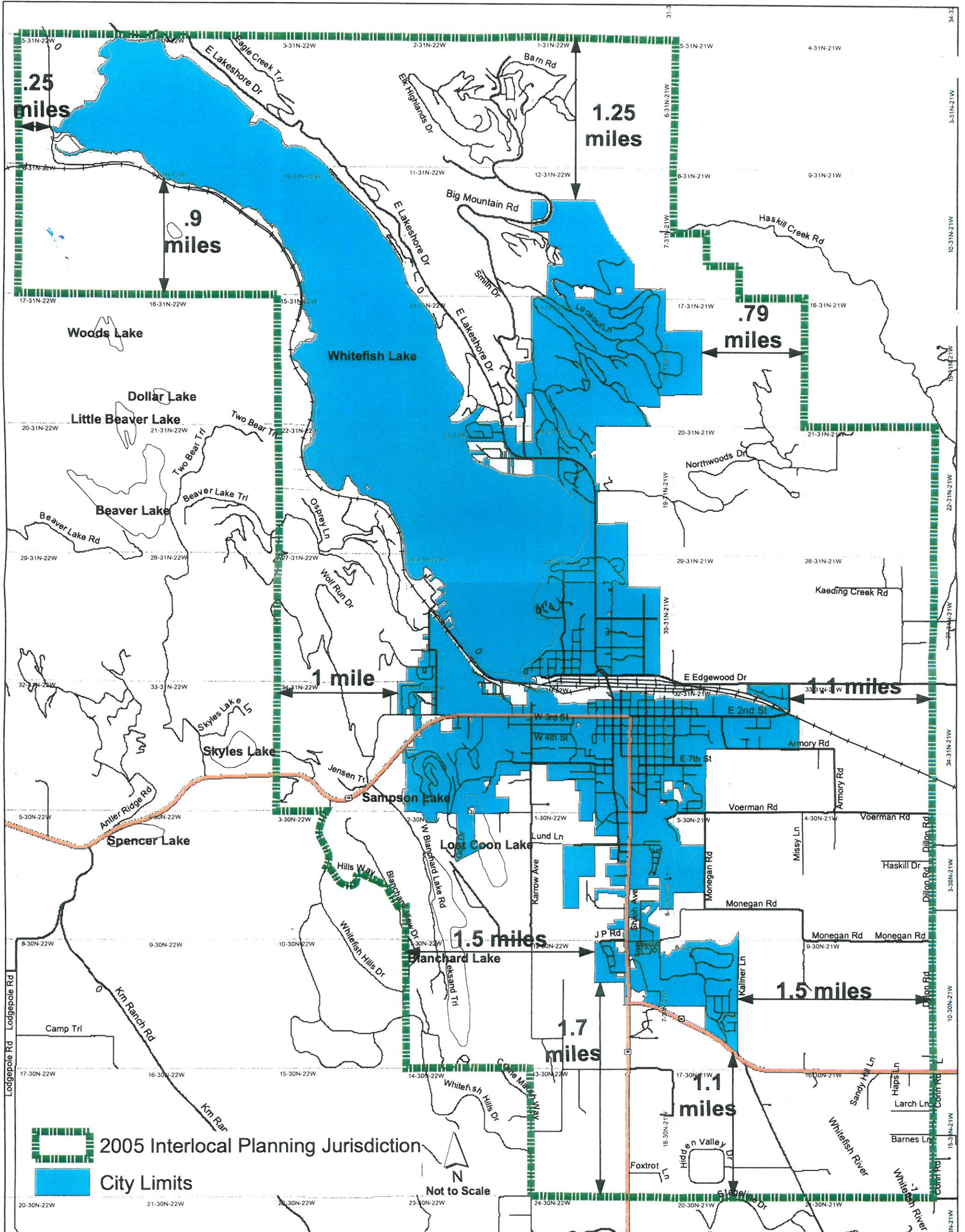
Printed Name: _____
Notary Public for the State of Montana
Residing: _____
My Commission expires: _____

CITY OF WHITEFISH
 FY10 PLANNING COST ESTIMATES
 Prepared: 7/6/2010

	# of hours*	Planning Director	Senior Planner	Copy Costs	Total Costs
Cost per hour including benefits		\$51.06	\$38.96		
Planning Director Small Staff Report	4	\$204.24		\$15.00	\$219.24
Senior Planner Small Staff Report	4		\$155.84	\$15.00	\$170.84
Planning Director Medium Staff Report	7	\$357.42		\$20.00	\$377.42
Senior Planner Medium Staff Report	7		\$272.72	\$20.00	\$292.72
Planning Director Large or Complex Staff Report	20	\$1,021.20		\$30.00	\$1,051.20
Senior Planner Large or Complex Staff Report	20		\$779.20	\$30.00	\$809.20

* includes 2 hours of staff time to travel to and attend Board of Commissioners meeting. 3 hours for large or complex project.

Whitefish Interlocal Agreement Area Approximate Distance From City Limits to Planning Jurisdiction



ORDINANCES ADOPTED SINCE FEBRUARY 1, 2005 (DATE OF INTERLOCAL AGREEMENT) WHICH AFFECT OR APPLY TO THE DOUGHNUT AREA
9/10/2010

		General Applicability or specific individual Application	
2005-02	ZONE TEXT- GUEST HOUSE AMDS	General	
			1/18/2005 2/7/2005
2005-04	TREE DENSITY-DEV STANDARDS TEXT AMD	General	
			1/18/2005 2/7/2005
2005-05	BOULEVARD TREE PLANTING-ZONE TEXT AMD	General	
			1/18/2005 2/7/2005
2005-12	COE ZONE CHANGE FROM WSR TO WLR HWY 93 N	Specific - Indiv	
			6/6/2005 6/20/2005
2005-15	URGENCY ORDINANCE (ONE READING) - 30 Day Development Moritorium for stormwater issues	General	
			7/18/2005
2005-17	DEV OF DRAINAGE SENSITIVE AREAS	General	
			9/16/2005 9/19/2005
2005-18	EXT SUB REGS TO EXTRA TERRR ZONING	General	
			9/16/2005 9/19/2005
2005-19	EXT SIGN REGS INTO EXTRA TERR ZONING	General	
			9/6/2005 9/19/2005
2005-25	ZONE TEXT AMDS; RE/GUEST HOUSES & ACCY BLDGS	General	
			11/7/2005 11/21/2005
2005-27	MONTANA HWY 40 CORRIDOR ZONING PLAN	General	
			11/21/2005 12/7/2005
2005-28	NORTHWOODS/BIG MOUNTAIN ZONING PLAN	General	
			11/21/2005 12/7/2005
2006-01	ZONE TEXT AMENDMENTS - PUD OVERLAYS	General	
			1/3/2006 1/17/2006
2006-02	ZONE TEXT ARCH REVIEW STDS AMENDMENTS	General	
			1/17/2006 2/6/2006
2006-04	ZONE TEXT AMDTS- NONCONFORMING BLDG & STRUCTURES	General	
			2/6/2006 2/21/2006
2006-07	LAKESHORE REGS TEXT AMDT	General	
			3/20/2006 4/3/2006
2006-08	URGENCY ORD PROHIBITING SOME DEVELOPMENT/CRITICAL ISSUES	General	supceded
			4/3/2006
2006-10	WEST WF LAKE ZONING PLAN	General	
			4/17/2006 5/1/2006
2006-16	ESTAB STANDARDS FOR OUTDOOR LIGHTING	General	
			6/5/2006 7/17/2006
2006-17	AMEND LAKE & LAKESHORE PROTECTION REGS	General	
			6/5/2006 6/19/2006
2006-20	ZONE BIG MTN NEIGHBORHOOD PLAN	Specific	
			6/19/2006 7/17/2006
2006-26	AMD LAKESHORE REG TO INCLUDE BLANCHARD LAKE	General	
			9/18/2006
2006-27	EXTENDING INTERIM ORDIANCE 06-06-ONE READING	General	supceded
			9/18/2006
2006-28	AMD ARCHITECTUREAL REVIEW STDS CRITERIA	General	
			10/2/2006 10/16/2006
2006-29	AMD ZONING REGS ON DRIVEWAY PAVING	General	
			10/2/2006 10/16/2006
2006-30	CREATING BIG MTN ZONING	General	
			10/2/2006 10/16/2006
2006-31	ASSIGNING BIG MTN ZONING	Specific	
			10/2/2006 10/16/2006
2007-05	TEXT AMD ADD BULK, SCALE, COMM CHACTER & NEIGHBORHOOD COMPATIBILITY TO CUP	General	
			1/16/2007 2/5/2007
2007-06	TEXT AMD REQUIRING A CUP FOR BLDG FOOTPRINTS GREATER THAN 15,000 SQ FT IN WB2 & WB3 ZONES	General	
			1/16/2007 2/5/2007
2007-07	DECAY ORD	General	
			3/5/2007 3/19/2007
2007-08	EXTENDING ORD 06-08 (URGENCY ORD) THROUGH 4-2-2008	General	supceded
			3/19/2007 1 READING
2007-09	LAKESHORE PROTECTION ZONE SETBACKS	General	
			4/2/2007 4/16/2007

2007-11 ARCHITECTERAL STDS/GARAGE FWD MULTI-FAMILY STRUCTURES	4/16/2007	General
	5/7/2007	
2007-13 OPTIONAL ZONING COMPLIANCE/UNICORP AREAS	4/16/2007	General
	6/18/2007	
2007-15 AMENDING SETBACKS, TOWNHOUSES, WOODRUN & MOOSERUN ON BIG MOUNTAIN	5/21/2007	Specific
	6/4/2007	
2007-22 REQUIRING SITE PLANS PRIOR TO EXCAVATION (X-TERR)	6/18/2007	General
	7/16/2007	
2007-26 ADOPTING NEW FLOODPLAIN REGULATIONS & MAPS	7/16/2007	General
	8/6/2007	
2007-28 TEMP ZONING WAIVER FOR SPECIAL EVENTS	8/6/2007	General
	8/20/2007	
2007-30 TEMPORARY SIGNS & FEE SCHEDULE AMENDMENTS	9/4/2007	General
	9/17/2007	
2007-31 MODIFYING SPECIAL EVENTS PERMITTING PROCESS	9/17/2007	General
	10/1/2007	
2007-33 AMD REGS FOR ENCROACHMENTS PERMITTED WITHIN SETBACKS	10/1/2007	General
	10/15/2007	
2008-04 CAO	2/19/2008	General
	3/3/2008	
2008-06 SIGN CODE AMDTS-PROCESS FOR ILLEGAL TEMP SIGNS; & DELETING AMORTIZION LANGUAGE	3/17/2008	General
	4/7/2008	
2008-07 "CONDITIONAL ZONING' SECTIONS 11-7-10 & 11-9-2 AMENDED	4/7/2008	General
	4/28/2008	
2008-08 BUSINESS SERVICE DISTRICT-TXT AMD CREATING DISTRICT	4/28/2008	General
2008-18 AMENDMENTS TO CAO	7/7/2008	General
	7/21/2008	
2008-25 CAO TEXT AMENDMENTS	10/20/2008	General
	11/17/2008	
2008-26 TEXT AMDT TO ALLOW 5 FEMALE CHICKENS AS PETS	12/1/2008	General
	1/5/2009	
2009-01 TEXT AMDT RE: KEEPING OF ANIMALS AS SPECIFICALLY PERMITTED E. LAKESHORE	1/5/2009	General
	1/20/2009	
2009-04 CAO TXT AMDTS	2/17/2009	General
	3/2/2009	
2009-05 ZONE TXT AMD REC VEH/BOAT STORAGE	3/16/2009	General
	4/6/2009	
2009-08 AMD LAKESHORE REGS	7/6/2009	General
	7/20/2009	
2009-09 TEXT AMDT: MUSIC & DANCE STUDIOS, GROUP HOMES, PROF OFFICE	7/20/2009	General
	8/3/2009	
2009-10 TEXT AMDT: TEMP USES & VENDORS	7/20/2009	General
	8/17/2009	
2009-13 ARCHITECTURAL REVIEW STANDARDS AMDTS	8/3/2009	General
	8/17/2009	
2009-16 CORRECTING 09-10 TEMP USES & VENDORS	9/21/2009	General
	10/5/2009	
2009-17 ZONING TXT AMDT/2009 LEG CRITERIA RE MAP & TXT AMDTS	10/5/2009	General
	10/28/2009	
2009-18 ZONING TXT AMDT; ZONING VIOLATIONS AS CIVIL CITATIONS	10/5/2009	General
	10/19/2009	
2009-21 REZONING RUE CLAR LLC ELAL FOR 33.03 ACRES HWY 40, DILLION AND CONN RD FROM WA & WCR TO WBSD	10/19/2009	Specific
	11/2/2009	
2009-22 SIGN ZONE TEXT AMDTS	11/2/2009	General
	11/16/2009	
2009-23 SUBDIVISION REGS, MAJOR REVISION OF TITLE 12	11/2/2009	General
	11/16/2009	
2009-24 URGENCY ORD IMPOSING MORATORIUM OF MED MARIJ EST.	12/7/2009	General
2010-04 ADOPT ZONE TEXT AMEND W/RESPECT TO PARKING & ACCESS ISSUES	1/19/2010	General
	2/1/2010	
2010-07 URGENCY ORD-MORATORIUM-MEDICAL MARIJ ESTABLISHMENTS	4/5/2010	General
2010-08 URGENCY ORD-MORATORIUM TEMP FOOD VENDORS	4/5/2010	General
2010-11 URGENCY ORD-MORTORIUM-MEDICAL MARIJ ESTAB EXTENDING 10-7 TO 6-6-11	5/17/2010	General