RESOLUTION NO. 27-24

A RESOLUTION ADOPTING, AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE 1998 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY RELATING TO CITY GROWTH AND JOINT POLICY MAKING FOR THE PERSIGO SEWER SYSTEM

Recitals:

On October 13, 1998, the City Council (City) and the Mesa County Board of Commissioners (County) Parties entered into an intergovernmental agreement relating to City growth and joint policy making for the Persigo sewer system (the 1998 Agreement). Among other things the 1998 Agreement settled the lawsuit filed by the County against the City, created the Persigo Board, and set a process by which the City and the County determined boundaries for City growth and the presumed sewer service area, and set annexation and development processes for properties with the boundaries, as well as policy making, all as provided in the Agreement.

On April 2, 2001, the City and the County authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the 1998 Agreement (the 2001 Agreement). The Persigo agreement has endured; however, the City and the County for many years have considered and discussed the 2001 Agreement, the operations of the Persigo sewer system, and certain points of contention regarding the operations and effect of the 2001 Agreement (the Issues) on the System and the Goals and Policies of the 2001 Agreement.

Because of the commitment of the County and the City to deliberate the Issues and come to an agreement on how to deal with certain of those, the City and the County acting jointly as the Persigo Board, but in counterpart approvals, by each body, the City Council does hereby adopt and approve the Second Amendment to the Agreement.

The express purpose and intent of the County and the City by and with their respective approvals is to address the Issues as defined, described, and resolved to their current mutual satisfaction in the documents attached hereto and approved hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The foregoing Recitals are incorporated herein.

2. That the President of the City Council is hereby authorized and directed to accept and approve the Second Amendment to the 1998 Intergovernmental Agreement, as amended, between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System.

3. That all other terms, provisions, and requirements of the Persigo Agreement, except as amended by the 2001 Agreement and now the Second Amendment to the Agreement shall be and remain in full force and effect.

PASSED and ADOPTED this 17th day of April 2024.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

SECOND AMENDMENT

To The

1998 Intergovernmental Agreement

Between the City of Grand Junction and Mesa County

Relating to City Growth

And Joint Policy Making for the Persigo Sewer System

THIS AGREEMENT, entered into this ___ day of_____, 2024, pursuant to Section 29-1-201 *et seq.*, C.R.S., by and between THE CITY OF GRAND JUNCTION, COLORADO, a home rule municipal corporation, hereinafter referred to as the "City", and THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, COLORADO, hereinafter referred to as the "County", collectively the City and the County may be referred to as the "Parties".

WHEREAS, on or about October 13, 1998, the Parties entered into the *1998 Intergovernmental Agreement Between The City Of Grand Junction And Mesa County Relating To City Growth And Joint Policy Making For The Persigo Sewer System October 13, 1998* (the "1998 Agreement"); and,

WHEREAS, on or about April 2, 2001, the Parties authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the 1998 Agreement (the "2001 Agreement"); and,

WHEREAS, the Parties have discussed the 2001 Agreement, the operations of the Persigo sewer plant ("System") and certain points of contention as of June 30, 2023, regarding the operations and effect of the 2001 Agreement (the "Issues") on the System and the Goals and Policies of the 2001 Agreement; and,

WHEREAS, the Parties have deliberated the Issues and have come to agreement on how to deal with certain of those, the Parties by and with full authority do enter into this Agreement; and,

WHEREAS, the Parties agree this Agreement governs and resolves the Issues as defined, described and resolved to their current mutual satisfaction;

NOW THEREFORE, in consideration of the joint and mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which

is acknowledged, the Parties hereto state and agree as follows:

1. **Alignment of the UGA (nka UDB) and 201 Boundary**: Section 14(a) of the 2001 Agreement expresses the Parties' joint desire that the UDB and the 201 boundaries align. By and with this Agreement and as shown on the attached exhibit (labeled Exhibit A) the UDB and the 201 boundaries are hereby aligned and declared by the Parties to be one and the same (hereinafter "2024 UDB"). Exhibit A is incorporated herein as if fully set forth.

   Provided, further, there shall be no change to either the 201 or the 2024 UDB, without the prior approval of both the City and County.

2. **Land Use Authority**: By December 31, 2024, the County agrees to consider a Resolution which would result in the County adopting and applying the City's land use authority within the 2024 UDB boundary. The County Planning Commission has adopted the City's Land Use Plan and with the adoption of the Resolution by the Commissioners will, for properties located within the 2024 UDB, include the same in the County's Master Plan. Furthermore, as the City's Land Use Plan for properties located in the 2024 UDB changes the Commissioners agree to consider including those amendments in the County's Master Plan so that the City and the County have common plans for the UDB as it may change over time. It is the Parties intention that the adoption and incorporation of the City Land Use Plan in the County's Master Plan will serve as a Joint Urban Area Plan ("JUP") as contemplated by the 2001 Agreement.

3. **Annexation**: The City will in accordance with the 2001 Agreement and applicable Colorado law continue to annex Annexable Development within the 2024 UDB. In carrying out an annexation that includes platted streets or alleys ("Platted Street(s)") the City shall annex the Platted Street(s) as provided in C.R.S. 31-12-105(1)(f) so that vehicular access to and from the annexing property is designed, constructed and functions according to a traffic study as defined by the 2023 Transportation Engineering Design Standards (TEDS) Manual.

4. **Street Improvements Compensation**: The County will annually contribute $500,000 ("Annual Contribution") to help offset street improvements and deferred maintenance that the City has and will assume following annexations within the 2024 UDB. A request for reimbursement after annexation and upon completion of improvements of the roadway shall be submitted to the County

that provides sufficient detail of the use of the County's funds to enable County to satisfy the requirement of its annual audit. For purposes of a 2024 Annual Contribution the County will prorate the Annual Contribution based on the number of months remaining in 2024 following the execution of this Agreement by the Parties.

City of Grand Junction

_____

Anna Stout
President of the City Council

Attest: _____

Amy Phillips
City Clerk

Board of County Commissioners of
Mesa County, Colorado

_____

Bobbie Daniels, Chair.

Attest: _____

Bobbie Jo Gross, Clerk & Recorder

that provides sufficient detail of the use of the County's funds to enable County to satisfy the requirement of its annual audit. For purposes of a 2024 Annual Contribution the County will prorate the Annual Contribution based on the number of months remaining in 2024 following the execution of this Agreement by the Parties.

BOARD OF COUNTY COMMISSIONERS OF
MESA COUNTY, COLORADO

Bobbie Daniels
Chair.

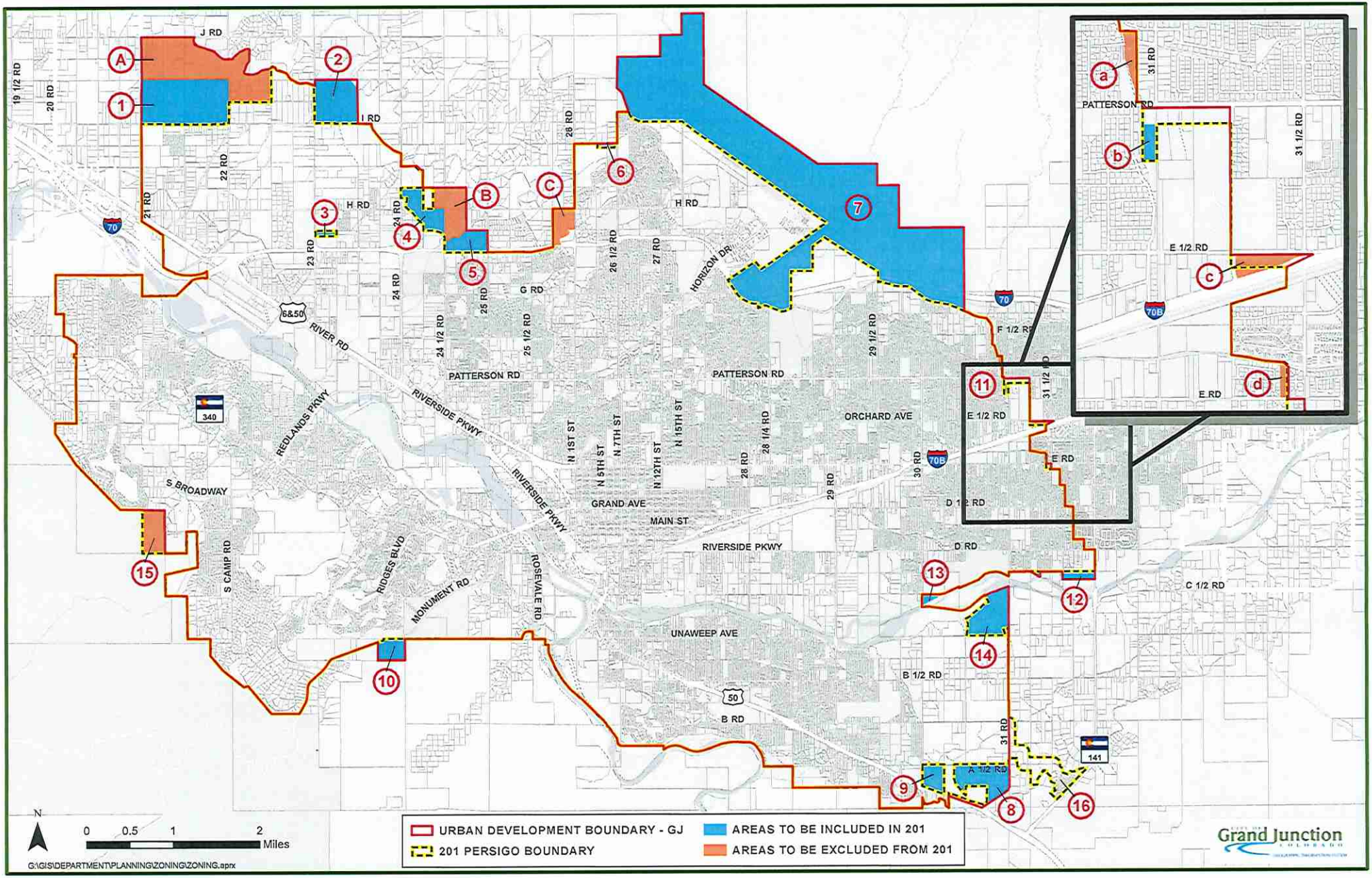
Attest:
Bobbie Jo Gross
Clerk & Recorder

CITY OF GRAND JUNCTION

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk


J RD
I RD
H RD
G RD
PATTERSON RD
RIVER RD
RIVERSIDE PKWY
REDLANDS PKWY
S BROADWAY
S CAMP RD
RIDGES BLVD
MONUMENT RD
ROSEVALE RD
GRAND AVE
MAIN ST
ORCHARD AVE
UNAWEEP AVE
HORIZON DR
B RD
D RD
E 1/2 RD
E RD
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C 1/2 RD
B 1/2 RD
A 1/2 RD
F 1/2 RD
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URBAN DEVELOPMENT BOUNDARY - GJ
201 PERSIGO BOUNDARY
AREAS TO BE INCLUDED IN 201
AREAS TO BE EXCLUDED FROM 201
Grand Junction
COLORADO

Persigo Boundary and UDB Boundary - 2024		County Map	
Number	City	Number	County
1	Include in 201	1	Include in 201
A	Exclude from UDB	A	Exclude from UDB
2	Include in 201	2	Include in 201
3	Include in 201	3	Include in 201
4	Include County Revised Boundary in 201	4	Include in 201
B	Exclude from UDB	B	Exclude from UDB
5	Include in 201	5	Include in 201
6	Include in 201	6	Include in 201
7	Include in 201 (Airport)	7	Include in 201
8	Include in 201	8	Include in 201
9	Include in 201	9	Include in 201
10	Include in 201 (City Lunch Loop Open Space)	10	Include in 201
C	Exclude from 201 and UDB	C	Exclude from 201 and UDB
11 (a)	Exclude from 201 and UDB		
11 (c & d)	Exclude from 201, but remain in UDB. These areas are served by Clifton Sanitation, but located within city limits.		
11 (b)	Include in 201		
12	Include in 201		
13	Include in 201 and UDB - (State owned land - potential for housing)		
14	Include in 201 - Future inclusion after gravel mining is complete/reclaimed		
15	Exclude from 201, BLM Land that may transfer to National Monument		
16	Served by 201, not within UDB		