

MSC99AMD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: MESA COUNTY

ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: INTERIM JOINT PLAN CONSISTENCY  
REVIEW AND PLAN AMENDMENT PROCESS FOR THE JOINT URBAN AREA PLAN

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**Agreement between Mesa County and the City of Grand Junction  
Providing for an Interim  
Joint Plan Consistency Review and Plan Amendment Process  
for the Joint Urban Area Plan**

**A. BACKGROUND**

1. On October 2, 1996, the Grand Junction ("City") City Council adopted the *Growth Plan*. On October 17, 1996, the Mesa County ("County") Planning Commission adopted the *Mesa County Countywide Land Use Plan*, and certified it to the County Commissioners.
3. A *Joint Urban Area Plan* ("Plan") was the result of the City and the County having adopted identical plans for a specific urbanizing area ("Joint Planning Area") of Mesa County. The *Plan* contains a Future Land Use Map ("Map") as well as Goals and Policies in text form ("text"), including area plans.
3. The *Plan's* Key Action Item #1 provides for administration and implementation of the *Plan* through a City/ County Intergovernmental Agreement (*IGA*) that will establish standards and procedures which will apply within the City limits and in the Joint Planning Area.
4. The specific mechanics of amending the *Plan* will be determined in revised codes of the City and the County. Until revised codes are adopted, an interim process is necessary to allow for joint implementation. Implementation includes "consistency review" and amendment of the *Plan*.
5. On October 13, 1998, the City and the County signed 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" ("Persigo Agreement").
6. Other agreements may govern City/County relationships, including Cooperative Planning Agreements with Fruita and Palisade.

**B. DEFINITIONS**

1. "Plan consistency review" is a process to interpret whether a specific project is consistent with the *Plan*.
2. "Plan Amendment" is a text or map change, and may include changes to figures and exhibits within the *Plan*.
3. "Urban Growth Boundary" or "Urban Growth Area" ("UGA") is as shown in the *Plan*.

**C. PLAN CONSISTENCY REVIEW**

1. Authority for determining consistency will be governed by geographic location:
  - a. Within the City limits, the City solely may interpret for *Plan* consistency;
  - b. Outside of the City limits, but within the Urban Growth Area or properties proposed to be added thereto pursuant to the Persigo Agreement, consistency shall be determined jointly by the City and County.
2. The *Plan* consistency review process is intended to run concurrently with the review process of related development requests (*e.g.*, rezonings and subdivisions).
3. Based on the location of the property, *Plan* consistency review requests shall first be referred to the applicable jurisdiction for interpretation consistent with the respective administrative policies of each, the Persigo Agreement, this agreement, and other adopted plans and agreements.
4. When acting to determine *Plan* consistency, the City and County shall find that either:
  - a. The proposed development is consistent with all applicable portions of the *Plan*, or the overall intent of the *Plan* if two or more of the applicable portions of the *Plan* appear to conflict; or
  - b. The proposed development is inconsistent with one or more applicable portions of the *Plan*, or the overall intent of the *Plan* if two or more of the applicable portions of the *Plan* appear to conflict.
5. At least one public hearing will be held and a vote shall be made within thirty (30) calendar days of the close of the hearing. A joint public hearing for property in the UGA but outside the City is permissible, but not mandatory. Such hearings shall be conducted as determined by the presiding chairperson. If a joint hearing is held, the chairpersons shall jointly determine how to conduct such a hearing.
6. When both the City and the County must act, failure to agree results in a finding of *Plan* Inconsistency.

7. If the finding is that the proposal is inconsistent with the *Plan*, the next, mandatory, step in the development review process is either to amend the *Plan*, or to change the proposed development so that it is consistent with the *Plan*, or both.

#### D. PLAN AMENDMENT

1. The City shall decide questions of amending the *Plan* for property within the City. Together, the City and the County shall decide questions of amending the *Plan* for property that is outside the City but within the UGA and for all text amendments.
2. The *Plan* amendment process is intended to run concurrently with the development review process (*e.g.*, rezonings and subdivisions) provided, however, that *Plan* amendment requests shall be processed only twice [four times?] each calendar year in each jurisdiction.
3. A request to amend the *Plan* shall first be referred to the applicable jurisdiction for interpretation, consistent with the respective administrative policies of each, the Persigo Agreement, this agreement, and other adopted plans and agreements.
4. The parties shall only amend the *Plan* if they find that the amendment is consistent with the overall purpose and intent of the adopted *Plan*. Keeping in mind the broad legislative and other authorities of the parties to consider all relevant factors, the decision whether or not to amend the *Plan* shall consider, at a minimum, if:
  - a) There was an error in the original *Plan* such that then existing facts, projects, or trends (that were reasonably foreseeable) were not accounted for;
  - b) Events subsequent to the adoption of the *Plan* have invalidated the original premises and findings;
  - c) The character and/or condition of the area has changed enough that the amendment is acceptable;
  - d) The change is consistent with the goals and policies of the *Plan*, including applicable special area, neighborhood and corridor plans;
  - e) Public and community facilities are adequate to serve the type and scope of land use proposed;
  - f) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and
  - g) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.
5. When the City and County both must act, failure to agree means the *Plan* is not amended. In such event, the proposed development must be changed until it is consistent with the *Plan*.

#### E. OTHER PROVISIONS

1. Administrative policies of the City and County will determine fees, application materials, and hearing requirements applicable within each respective jurisdiction.
2. For property outside the City and within the UGA when one party decides a *Plan* amendment or Consistency request, the other party shall have thirty (30) calendar days to take action on that same request or the decision of the first party shall control.
3. Administrative policies of the City and County will determine the procedural requirements for requesting a consistency review and *Plan* Amendment in each respective jurisdiction for those matters that are not otherwise addressed in this agreement.
4. This agreement shall be in effect until the *City Zoning and Development Code* and the *County Land Development Code* are revised providing for a *Plan* consistency review and *Plan* Amendment process. This agreement shall be reviewed at least annually until both Codes are amended.
5. Either party may terminate this agreement upon thirty (30) days written notice to the other. Any *Plan* consistency review or *Plan* Amendment request accepted as of the date of the termination shall be processed according to the terms of this agreement.

Dated this 12th day of April, 1999.

MESA COUNTY BOARD  
OF COUNTY COMMISSIONERS

Kathryn H. Hall  
Kathryn H. Hall, Chairman

CITY OF GRAND JUNCTION

Janet Terry  
Janet Terry, Mayor

ATTEST:

Monika Todd  
Monika Todd, Clerk & Recorder

by Roberto K...  
deputy



ATTEST:

Stephanie Nye  
Stephanie Nye, City Clerk