

UFS04MWS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
SUBJECT/PROJECT:	TO ENSURE PROTECTION OF THE QUALITY AND QUANTITY OF THE CITY'S MUNICIPAL WATER SUPPLY AKA MUNICIPAL WATERSHED
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	2004
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE



File Code: 1580-2

Date: June 10, 2004

KELLY ARNOLD
CITY MANAGER
CITY OF GRAND JUNCTION
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501

Dear Mr. Arnold:

Enclosed is the fully-executed memorandum of understanding (MOU) between the City of Grand Junction (City) and the Forest Service that we believe will offer additional protection for the quality and quantity of the City's municipal water supply.

I want to again offer my heartfelt thanks to you, members of the council, the City Attorney, and employees of the City of Grand Junction for working with us over the last year to put in place a document that meets the needs of both parties. While there were disagreements between us, I appreciate the amicable way we discussed those disagreements and worked through them.

I look forward to working with the City over the life of the MOU. If you have any questions, please feel free to contact either me or Linda Perkins of my staff at 242-8211.

Sincerely,

CONNIE CLEMENTSON
District Ranger

Enclosure

LKP/eam

cc: Merna Fehlmann

*Kelly We
are looking forward
to continuing our
great working relationship
with the
City!*



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF GRAND JUNCTION
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
GRAND VALLEY RANGER DISTRICT**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the City of Grand Junction, hereinafter referred to as the City, and the United States Department of Agriculture Forest Service, Grand Valley Ranger District, hereinafter referred to as Forest Service. Collectively, the City and the Forest Service may be referred to as the Parties or Cooperators.

A. PURPOSE:

Continue and formalize the well-established, existing partnership between the City and Forest Service to ensure protection of the quality and quantity of the City's municipal water supply; and

Develop and implement a mechanism for continued communication and consultation between the Parties in the processes and practices of the making and implementing of land use actions; and

Ensure an appropriate level of involvement by each party in new and existing projects' planning and development within the "Area of Interest" (see map, Appendix A, 2004).

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties are committed to working as partners in order to protect the integrity of the municipal watershed, as established by agreements between the Parties dating back to 1915. Appendix B to this memorandum of understanding lists the laws, regulations, policies and historical documents that are pertinent to this course of action.

The Parties recognize that policy, land use, or development decisions by one party affect similar decisions by the other.

The Parties further recognize the need to notify and involve each other in actions pertinent to the "Area of Interest."

C. FOREST SERVICE SHALL:

1. Provide the City the opportunity to review and comment on proposed actions under consideration by the Forest Service (see "Projects of Mutual Interest," Appendix C)

that are within the "Area of Interest" (Appendix A). This includes new projects, as well as operating plans for existing permits. Advance notice will be given to the City for projects proposed in the "Area of Interest" in addition to the public notice given during scoping periods under NEPA.

2. Provide the City an opportunity for meaningful involvement in the development and implementation of land-use plans, programs, and decisions for National Forest System (NFS) lands and consider those views, opinions and analyses in the decision process. Specifically, the Forest Service will ensure that the City has a meaningful role and opportunity for input in the GMUG forest plan revision and implementation of the Pathfinder "toolbox" so that the Forest Service can ensure resource protection for the City's water supply as allowed under law, regulation and policy as it now exists or may be amended;
3. When and where possible, assist the City in the collection of additional information on use (including dispersed recreation sites) within the Area of Interest, as is required by the City, so long as such collection is consistent with the Privacy Act of 1974, as amended. This will include notifying the City of observed conditions that appear to threaten water quality and describing the condition(s) as soon as practicable in writing.
4. When and where possible, assist in installation of signs, as proposed by the City, for educating the public on efforts to protect the City's water quality. The Forest Service will approve the wording and location of those municipal watershed boundary signs to be located on National Forest System (NFS) lands.
5. Make available to the City, upon request, nonproprietary information and resources concerning NFS lands located in and above gradient of the City's watersheds, including, but not limited to, data obtained through NFS land inventories maintained under the Forest Service's laws and regulations;
6. Prepare a comparison of the existing 5A and 6B management prescriptions in the 1983 Forest Plan designated for the City's municipal watershed with the 10E management prescription that is the level of protection desired by the City. This comparison has been done and is included as Appendix D to this MOU.

D. CITY SHALL:

1. Provide the Forest Service the opportunity to review and comment on specific proposals under consideration by the City that may affect National Forest System lands, as shown in Appendix C.
2. Participate in the GMUG's Forest Plan Revision process by submitting information, views, opinions or analyses gathered by the City that may be beneficial to the Forest Plan Revision. This would include, but not be limited to, information concerning the

Grand Mesa Slopes Special Management Area and the Lands End Weed Management Area.

3. Consider, establish and/or maintain stewardship practices, including grazing plan(s), erosion control and noxious weed control, on those parcels owned by the City within the Area of Interest.
4. Update and keep current special use authorizations for City-owned facilities located on NFS lands. The City will continue to consult with the Forest Service on the preparation and revision of operation and maintenance plans for City facilities located on NFS lands when required by law and/or good stewardship practices. In those instances when it is determined by the Forest Service pursuant to law that additional authorizations are required, the City will obtain those authorizations.
5. Impose additional requirements on their contractors, lessees, agents, etc., performing work on behalf of the City on NFS lands if the requirements are more stringent than those imposed by the Forest Service.
6. Work with the Forest Service to grant easements on City land for trails and trailheads used by the public to access NFS lands.

E. BOTH PARTIES SHALL:

1. Cooperate in land-use decision making especially when the decision has or may have a direct impact on water quality. That cooperation shall be made and/or given in a manner consistent with the responsibilities and authorities assigned by this agreement or other applicable law or policy.
2. Work together to achieve maximum benefits from available resources while safeguarding the City's water quantity and quality. Efficiency and effectiveness toward attaining that goal can be made by a reduction in the duplication of effort and working to attain better overall coordination of land and ecosystem management.
3. Establish semi-annual meetings to review projects and activities and to share information and data collected (monitoring data, analyses, site inspection reports, traffic counts/data, trail logs, inspections reports, etc.). These meetings shall be in addition to any meeting(s) held for purposes of formal review or action such as the Forest Plan Revision.
4. Make available, upon request, digital spatial data including supporting documentation (Metadata) with the following information: data sources, data steward, description of the data, source vintage, source scale reliability and attributing scheme;

a. Under the terms of this agreement, only non-classified data will be shared. If automated resource data is shared, it must be verified to the standards of the producing agency. It will be the responsibility of the Parties to request updates to the data. Data updates/information requests or exchanges made under or pursuant to this agreement shall not require a Freedom of Information or Open Records Act request.

b. The data provided under or pursuant to this agreement is not warranted for a particular purpose. Neither is it warranted for a purpose(s) other than the purpose(s) for which it was collected or generated by the producer, whether that is the City or the Forest Service.

5. Provide monetary or in-kind resources to conduct a comprehensive watershed assessment. This comprehensive watershed assessment is planned in cooperation with the City, Forest Service, Bureau of Land Management and other landowners, permittees, licensees, lessees, etc., owning land or conducting activities within the City's watershed. It is anticipated that when the watershed assessment is completed, it will result in the identification of various projects that, when accomplished, will improve the overall watershed health.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES TO:

1. **FREEDOM OF INFORMATION ACT (FOIA)**. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. **PARTICIPATION IN SIMILAR ACTIVITIES**. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION/TERMINATION**. This MOU takes effect upon the signature of the Forest Service and City and shall remain in effect for five (5) years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or the City and the subsequent written concurrence of the other Party. Either the Forest Service or City may terminate this MOU with a 60-day written notice to the other Party.
4. **RESPONSIBILITIES OF PARTIES**. The Forest Service and City and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. **PRINCIPAL CONTACTS**. The principal contacts for this instrument are:

District Ranger
Grand Valley Ranger District
2777 Crossroads Blvd, Unit A
Grand Junction CO 81506

Phone: 970-242-8211
FAX: 970-263-5819
E-Mail: cclementson@fs.fed.us

Cooperator Project Contact
City Manager
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Phone: 970-244-1508
FAX: 970-244-1456
E-Mail: Kellya@ci.grandjct.co.us

SECONDARY CONTACTS:

Linda Perkins, Realty Specialist
Grand Valley Ranger District
2777 Crossroads Blvd, Unit A
Grand Junction CO 81506

Phone: 970-243-5802
FAX: 970-263-5819
E-Mail: lperkins@fs.fed.us

City of Grand Junction:
Terry Franklin, Water Services Superintendent
City of Grand Junction
2553 River Road
Grand Junction, CO 81505

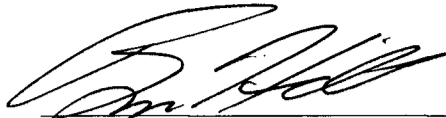
Phone: 970-244-1495
FAX: 970-244-1426
E-Mail: Terryf@ci.grandjct.co.us

6. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate either the Forest Service or City to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and Town will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in the document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

CITY OF GRAND JUNCTION

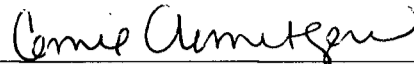
USDA FOREST SERVICE



5/20/04

Mayor
City of Grand Junction

DATE

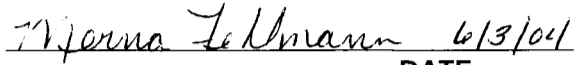


6-10-04

Connie Clementson
District Ranger

DATE

The authority and format of this instrument has been reviewed and approved for signature.



DATE

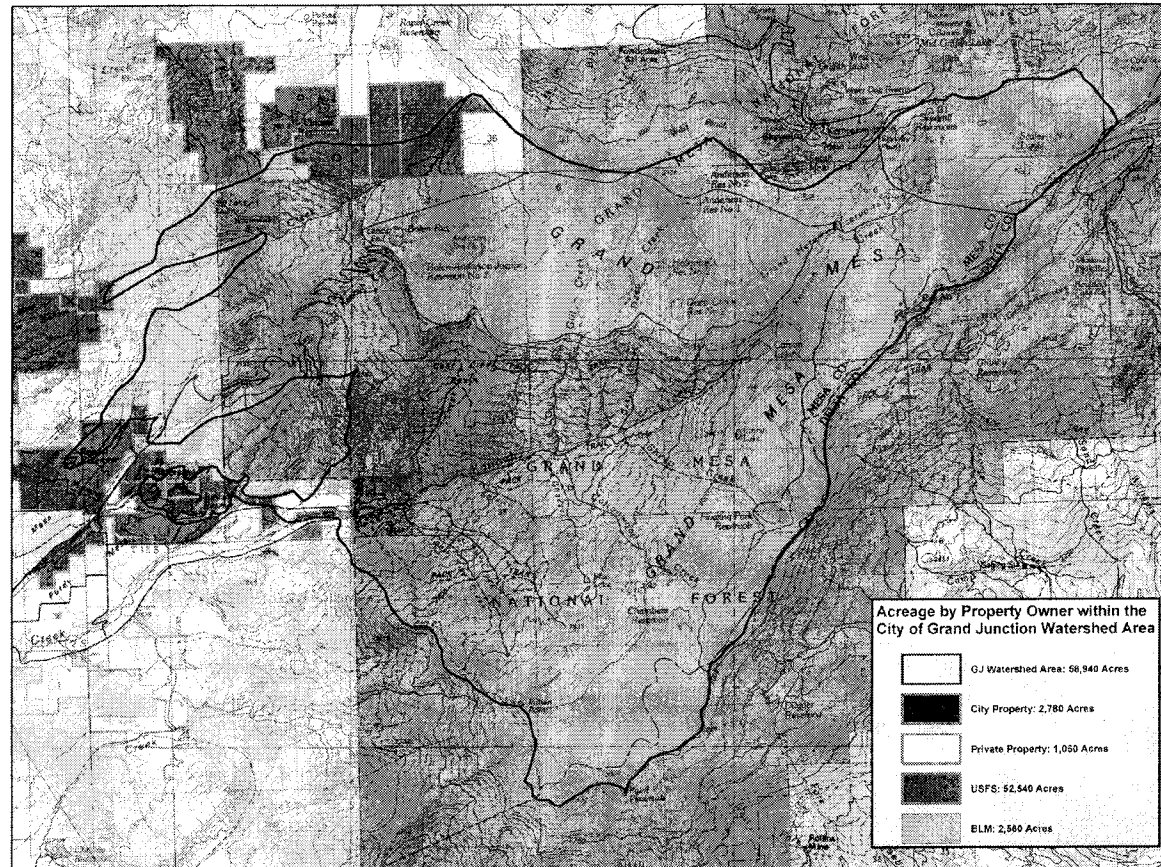
FS Agreements Coordinator

Appendices:

- Appendix A: "Area of Interest" Map, 2004 - City of Grand Junction Municipal Watershed Map(s)
- Appendix B: Laws, Regulations, Policies and Historical Documents
- Appendix C: Projects of Mutual Interest
- Appendix D: Comparison of Existing Management Prescriptions for the City of Grand Junction Municipal Watershed Area and Management Prescription 10E in The GMUG Forest Plan

Appendix A
Area of Interest

City of Grand Junction Watershed Area



**Appendix B
Laws, Regulations, Policies and
Historical Documents**

For the Forest Service:

- Article IV (Property Clause) of the Constitution of the United States
- The National Environmental Policy Act of 1969, (42 U.S.C. 4321 et seq., as amended)
- Multiple Use-Sustained Yield Act of 1960
- National Forest Management Act of 1976
- Clean Water Act (33 U.S.C. 1251, et seq., as amended)
- 1991 Grand Mesa, Uncompahgre and Gunnison National Forests Land Management Plan, as amended
- 1993 Grand Mesa, Uncompahgre and Gunnison National Forests Oil and Gas Leasing EIS
- Grand Mesa National Forest Travel Plan, as amended
- Forest Service Manual 2542, Municipal Supply Watersheds (stating, in part, "Do not rely on management practices to provide pure drinking water. Use only proven techniques in management prescriptions for municipal supply watersheds.")

For the City of Grand Junction:

- Clean Water Act (33 U.S.C. 1251, et seq., as amended)
- Article XIV, Section 18 of the Colorado Constitution and legislation pursuant thereto; namely, C.R.S. §29-1-201, et seq.
- Article XX, Section 10 of the Colorado Constitution to providing for Home Rule and the City's Charter
- Local Government Land Use Enabling Act, C.R.S. §29-20-105, et seq.
- Title 31 of the Colorado Revised Statutes

This memorandum of understanding is subsequent to the following documents:

- Agreement between the City and the Secretary of Agriculture dated June 16, 1915, providing for the cooperative supervision of the Kannah Creek watershed for the purpose of preventing contamination of the water of that basin.
- Memorandum of understanding between the City and Forest Service dated August 1994 for the purpose of protecting the Kannah Creek, Whitewater Creek and North Fork of Kannah Creek watersheds.

Appendix C
Projects of Mutual Interest

The City will work collaboratively with the Forest Service on the following types of applications or proposals that may be filed with the Forest Service and which may impact the "Area of Interest", including but not limited to:

1. Sales, exchanges, leases or other conveyances of lands and any changes in designation of parcels for exchange into or out of private ownership on the Grand Valley Ranger District.
2. Mineral withdrawals and revocations.
3. Issuance of authorizations for roads, power lines, pipelines, telephone lines and other projects.
4. Forest planning information, resource information and resource management plans.
5. Schedule of Proposed Actions, Environmental assessments and environmental impact statements.
6. Forest Service designations of special use areas; i.e., community rock sources, communication site complexes.
7. Oil, gas and mineral exploration, development, production and reclamation plans including sand and mineral material contracts and plans of operation.
8. Proposed timber sales and timber management.
9. Water diversion projects.
10. Recreation plans.
11. Revisions of grazing allotment management plans.

The Forest Service will be afforded review and comment on the following types of applications or proposals that may be filed with the City and which may impact National Forest System lands, including but not limited to:

1. Residential subdivisions, mobile home parks and commercial or industrial development; sand and gravel contracts; solid waste disposal sites and sewage treatment sites within three miles of National Forest System lands.
2. Roads, power lines, pipelines, telephone lines and similar rights-of-way.
3. Building or special use permits that may affect National Forest System lands.
4. Zoning or subdivision regulations, amendments and changes.
5. Pesticide spraying areas (pesticide use proposals).
6. Dust prevention plans.
7. Plowing snow on roads associated within or crossing over National Forest System lands.
8. Multi-use (motorized and non-motorized) trail construction.
9. Actions affecting existing or potential access to National Forest System lands.

APPENDIX D

COMPARISON OF EXISTING MANAGEMENT PRESCRIPTIONS FOR THE CITY OF GRAND JUNCTION MUNICIPAL WATERSHED AREA AND MANAGEMENT PRESCRIPTION 10E IN THE GMUG FOREST PLAN

**1983
Management Prescription 5A**

Management emphasis is on winter range for deer, elk, pronghorns, bighorn sheep, and mountain goats. Treatments are applied to increase forage production of existing grass forb and browse species or to alter plant species composition. Prescribed burning, seeding, spraying, planting, and mechanical treatments may occur. Browse stands are regenerated to maintain a variety of age classes and species. Investments in compatible resource activities occur. Livestock grazing is compatible but is managed to favor wildlife habitat. Structural range improvements benefit wildlife. Management activities are not evident, remain visually subordinate, or are dominant in the foreground or middleground but harmonize or blend with the natural setting. New roads other than short-term (temporary) roads are located outside of the management area. Short-term roads are obliterated within one season after intended use. Existing local roads are closed and new motorized recreation use is managed to prevent unacceptable stress on big game animals during the primary big game use season.

Visual Resource Management:

- 01) Design and implement management activities to blend with the natural landscape;
- 02) Manage for adopted VRO;

[REDACTED]

Management of Developed Recreation Sites:

- 01) Design, construct and operate only those developed sites which are needed to meet summer season management objectives and are appropriate for the established ROS designation. Close all developed sites during the winter management season.

**1983
Management Prescription 6B**

The area is managed for livestock grazing. Range condition is currently at or above the satisfactory level. Intensive grazing management systems are favored over extensive systems. Range condition is maintained through use of forage improvement practices, livestock management, and regulation of other resource activities. Periodic heavy forage utilization occurs. Investment in structural and nonstructural restoration and forage improvement practices available are seeding, planting, burning, fertilizing, pitting, furrowing, spraying, crushing, and plowing. Cutting of encroaching tress may also occur. Investments are made in compatible resource activities. Dispersed recreational opportunities vary between semi-primitive non-motorized and roaded natural. Management activities are evident but harmonize and blend with the natural setting.

Visual Resource Management:

- 01) Design and implement management activities to blend with the natural landscape;
- 02) Manage for adopted VRO;

[REDACTED]

**Desired
Management Prescription 10E**

Management emphasis is to protect or improve the quality and quantity of municipal supplies. Management practices vary from use restrictions to water resource improvement practices, with the primary objective of meeting water quality standards established for the the individual watershed. A secondary objective is to manage the watersheds to improve the yield and timing of water flows consistent with water requirements.

Visual Resource Management:

- 01) Management activities in foreground and middleground dominate but harmonize and blend with the natural setting. Management activities may also dominate but appear natural when seen as background.

- 02) Manage for adopted VRO.

[REDACTED]

**COMPARISON OF EXISTING MANAGEMENT PRESCRIPTIONS FOR THE CITY OF GRAND JUNCTION MUNICIPAL WATERSHED AREA
AND MANAGEMENT PRESCRIPTION 10E IN THE GMUG FOREST PLAN**

**1983
Management Prescription 5A**

Dispersed Recreation Management:

01) Manage summer use-season for appropriate ROS opportunities. Provide roaded natural recreation opportunities within ½ mile of Forest arterial, collector and local roads with better than primitive surfaces which are open to public motorized travel. Provide semi-primitive motorized recreation opportunities with a low to moderate incidence of contact with other groups and individuals within ½ mile of designated local roads with primitive surfaces and trails open to motorized recreation use. Where local roads are closed to public motorized recreation travel, provide for dispersed non-motorized recreation opportunities. Manage recreation use to provide for the incidence of contact with other groups and individuals appropriate for the established ROS class. Provide semi-primitive non-motorized recreation opportunities in all areas more than ½ mile away from roads and trails open to motorized recreation use.

02) Manage winter use for very low or low densities. Close areas to human use to the degree necessary in winter to prevent disturbance of wildlife.

**1983
Management Prescription 6B**

Dispersed Recreation Management:

01) Semi-primitive non-motorized, semi-primitive motorized, roaded natural and rural recreation opportunities can be provided.

02) Provide roaded natural recreation opportunities within ½ mile of Forest arterial, collector and local roads with better than primitive surfaces which are open to public travel. Provide semi-primitive motorized with a low to moderate incidence of contact with other groups and individuals within ½ mile of designated local roads with primitive surfaces and trails open to motorized recreation use. Where local roads are closed to public motorized recreation travel, provide for dispersed non-motorized recreation opportunities. Manage recreation use to provide for the incidence of contact with other groups and individuals appropriate for the established ROS class. Provide semi-primitive non-motorized recreation opportunities in all areas more than ½ mile away from roads and trails open to motorized recreation use.

03) Permit undesignated sites in Frissell condition class 1 through 3 where unrestricted camping is permitted.

04) Manage site use and occupancy to maintain sites within Frissell condition class 3 except for designated sites which may be class 4. Close and restore class 5 sites.

05) Prohibit motorized vehicle use (including snowmobiles) off Forest System roads and trails in alpine shrub and Krummholz ecosystems. Prohibit motorized vehicle use off Forest System roads and trails (except snowmobiles operating on snow) in other alpine, and other ecosystems, where needed to protect soils, vegetation, or special wildlife habitat.

**Desired
Management Prescription 10E**

Dispersed Recreation Management:

01) Allow motorized travel only on established roads and trails. Close watershed to all travel when the road or trail surfaces could be damaged to the degree that water quality would be degraded.

**COMPARISON OF EXISTING MANAGEMENT PRESCRIPTIONS FOR THE CITY OF GRAND JUNCTION MUNICIPAL WATERSHED AREA
AND MANAGEMENT PRESCRIPTION 10E IN THE GMUG FOREST PLAN**

**1983
Management Prescription 5A**

Wildlife and Fish Resource Management:

01) Provide big-game forage and cover and habitat.

Range Resource Management:

01) Manage grazing to favor big-game and to achieve the wildlife populations identified in state-wide comprehensive wildlife plans.

**1983
Management Prescription 6B**

Wildlife and Fish Resource Management:

01) Manage for habitat needs of indicator species.
02) Provide adequate forage to sustain big-game population levels agreed to in the Statewide Comprehensive Wildlife Management Plan on NFS lands.

Range Resource Management:

01) Use only intensive grazing systems or remove livestock when recovery of range condition cannot be accomplished by an intensive grazing system.
02) Improve range condition to fair or better or forage value rating to moderately high or better.

Silvicultural Prescriptions:

01) Maintain and manage forested inclusions to provide a high level of forage production, wildlife habitat, and diversity.
02) Manage Forest Cover types using the following harvest methods:
-- Clearcut in aspen
-- Shelterwood in lodgepole pine and ponderosa pine
-- Selection in Engelmann spruce and mixed conifers

**Desired
Management Prescription 10E**

Range Resource Management:

01) Confine livestock trailing to established driveways and historic trailing routes.
02) Reduce or remove livestock if municipal use water quality is endangered.
03) Use only intensive grazing systems or remove livestock when recovery of range condition cannot be accomplished by an intensive grazing system.
04) Improve range condition to fair or better or forage value rating to moderately high or better.

Silvicultural Prescriptions:

01) Manage Forest Cover Types using the following harvest methods:
-- Clearcut in lodgepole and aspen.
-- Shelterwood in interior ponderosa pine and mixed conifer, and
-- Selection (group or single tree) in Engelmann spruce-subalpine fir.
02) Apply intermediate treatments to maintain

**COMPARISON OF EXISTING MANAGEMENT PRESCRIPTIONS FOR THE CITY OF GRAND JUNCTION MUNICIPAL WATERSHED AREA
AND MANAGEMENT PRESCRIPTION 10E IN THE GMUG FOREST PLAN**

**1983
Management Prescription 5A**

**1983
Management Prescription 6B**

**Desired
Management Prescription 10E**

Soil Resource Management:

01) Immediately rehabilitate man-caused disturbances and restore burned areas. Inspect rehabilitated areas annually and provide maintenance necessary to protect the watershed.

Special Use Management (Non-Recreation):

01) Eliminate special uses that conflict with wintering animals.

Rights-of-Way and Land Adjustments:

Acquire private lands needed for big-game winter range.

Transportation System Management:

01) Road traffic and road cut or fill slopes must not block big game movement in delineated migration routes or corridors.

02) Allow new roads in the management area only if needed to meet priority goals outside the management area or to meet big game goals on the management area. Obliterate temporary roads within one season after planned use ends.

03) Close existing roads, prohibit off-road vehicle use and manage non-motorized use to prevent stress on big game animals.

Fire Planning and Suppression:

01) Provide a level of protection from wildfire that is cost efficient and that will meet management objectives for the area.

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