

RESOLUTION NO. 111-96

AUTHORIZING THE MAYOR TO SIGN COOPERATIVE PLANNING AGREEMENTS  
BETWEEN THE CITY OF GRAND JUNCTION, MESA COUNTY AND FRUITA  
AND  
THE CITY OF GRAND JUNCTION, MESA COUNTY AND PALISADE

WHEREAS, the Grand Junction City Council, the Board of County Commissioners, the Fruita City Council and the Palisade Town Council find it is for the mutual benefit of all parties and in the interest of the public and affected land owners to cooperatively plan the future land use of an area between Fruita and Grand Junction and Palisade and Grand Junction, and;

WHEREAS, the Countywide Land Use Plan, including the Urbanized Area Growth Plan expresses goals, policies, and actions to provide guidance in land use decision making and have the following goal and policy:

To ensure orderly transitions or buffers in areas of joint concern between different communities (i.e., Grand Junction, Fruita, Palisade) that help define distinct communities within Mesa County.

Grand Junction and Mesa County will coordinate with the City of Fruita and the Town of Palisade to establish and maintain a transition area between Grand Junction and Fruita that includes the proposed area of joint concern.

and;

WHEREAS, without an agreement between the municipalities and Mesa County the areas of joint concern could develop in a manner making one community indistinguishable from the other, adding to existing traffic problems, and requiring additional urban services at taxpayer expense.

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

That the Mayor be authorized to sign the Cooperative Planning Agreements between Grand Junction, Fruita and Mesa County and Grand Junction, Palisade and Mesa County.

PASSED and ADOPTED this 20th day of November, 1996.

/s/ Linda Afman  
President of the Council

Attest:

/s/ Stephanie Nye  
City Clerk

**COOPERATIVE PLANNING AGREEMENT**

**THIS AGREEMENT**, entered this \_\_\_\_ day of \_\_\_\_ by and between MESA COUNTY, COLORADO, a Body Politic organized under and existing by virtue of the laws of the State of Colorado and the CITY OF FRUITA, COLORADO and the CITY OF GRAND JUNCTION, COLORADO.

**WHEREAS**, this agreement is entered under the authority authorized in Title 29, Article 20, Colorado Revised Statutes, as amended, and;

**WHEREAS**, the Board of County Commissioners, the Fruita City Council and the Grand Junction City Council find it is for the mutual benefit of all parties and in the interest of the public and affected land owners to cooperatively plan the future land use of an area between Fruita and Grand Junction, and;

**WHEREAS**, the Mesa County Land Development Code includes established criteria for reviewing development applications, and;

**WHEREAS**, the Mesa Countywide Land Use Plan expresses countywide goals, policies, and actions to provide guidance in land use decision making, and;

**WHEREAS**, in December 1993, the Board of County Commissioners adopted the following general goals :

The Mesa Countywide Land Use Plan will:

1. Reflect the current culture of Mesa County, as well as past customs.
2. Serve as both a practical and philosophical framework for the future... based on the protection of private property rights and the free market concept, in concert with community values.
3. Consider both public and private lands within its boundaries, and promote full participation in all land use planning processes. The Plan will also provide a framework for all area plans.
4. Maximize public/citizen input in the planning process.
5. Recognize that there are limits to available resources and develop a means/process to maintain a current inventory of those resources.

and;

**WHEREAS**, Mesa County has initiated the process of revising the Mesa County Land Development Code to be consistent with and implement the Countywide Land Use Plan, and;

**WHEREAS**, the Growth Plan for the City of Grand Junction and the Mesa Countywide Land Use Plan both have the following as a goal statement:

To ensure orderly transitions or buffers in areas of joint concern between different communities (i.e., Grand Junction, Fruita, Palisade) that help define distinct communities within Mesa County.

and;

**WHEREAS**, the above Plans both have the following as a policy statement:

Grand Junction and Mesa County will coordinate with the City of Fruita to establish and maintain a transition area between Grand Junction and Fruita that includes the proposed area of joint concern....

and;

**WHEREAS**, the adopted Fruita Community Plan (May 23, 1994) includes a goal to “establish positive regional relations,” that is consistent with the concept of establishing a cooperative planning area between Grand Junction and Fruita, and;

**WHEREAS**, the “Future Land Use” map and annexation policies in the adopted Fruita Community Plan support a rural cooperative planning area between Grand Junction and Fruita, and;

**WHEREAS**, the adopted Mesa County Land Use and Development Policies discourage development of a commercial strip between Grand Junction and Fruita as follows:

Increased commercial, industrial and medium to high density residential zoning will be discouraged outside of the Fruita 201 area....Future commercial, business, tourist, medium-high density residential and industrial rezones will be limited to the Fruita and Grand Junction 201 sewer service areas... All other areas will be left in the existing zone (AFT). (Policy # 27 Lower Valley Policies -3/21/85)

Consistent with the Lower Valley Policies commercial, industrial, and high density residential development is discouraged along the Highway 6 and 50/River Road corridor outside the Fruita and Persigo 201 sewer service areas. (Policy #3 - Mid-Valley Appleton Plan - 6/28/90)

and;

**WHEREAS**, there is an area between Grand Junction and Fruita in which there are no sewer lines, limited domestic water lines, a general lack of urban services, and lengthy response times for emergency services, and;

**WHEREAS**, the above area between the two municipalities has four distinct geographic and land use characteristics:

1. the U.S. 6 & 50 Highway and Interstate - 70 corridor
2. the Colorado River and its flood plain
3. the farmland north of Highway 6 & 50, and
4. the Redlands or south side of the Colorado River to the boundaries of the Colorado National Monument (as shown on attached map - Exhibit A),

and;

**WHEREAS**, there is considerable pressure for development in the area between the cities of Grand Junction and Fruita, and it will likely take several months for the two cities and Mesa County to craft an appropriate intergovernmental agreement for the “area of joint concern,” and;

**WHEREAS**, without an agreement between Mesa County and the municipalities the area between Fruita and Grand Junction could become a continuous strip of commercial land uses, making one community indistinguishable from the other, adding to existing traffic problems, and requiring additional urban services at taxpayer expense, and;

**WHEREAS**, in order not to diminish the effectiveness of any subsequent intergovernmental agreement for the “area of joint concern,” the parties to this agreement desire to enter into an *interim* agreement pertaining to a cooperative planning area between the two municipalities which is intended to be in force until superseded by an intergovernmental agreement for the an entire area of joint concern.

**NOW, THEREFORE**, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties as follows:

1. This intergovernmental agreement shall pertain to the geographic area labeled as “cooperative planning area” on Exhibit A, attached and dated November 1996.
2. This intergovernmental agreement is intended to be an interim agreement that will remain in effect for eighteen months after the signing of this agreement or until such time it is superseded by an intergovernmental agreement between the parties that will pertain to an “area of joint concern”, which geographic area is yet to be determined, whichever occurs first. This agreement may be extended for a time certain by mutual consent of all parties.
3. It is a goal of all parties to enter into an intergovernmental agreement that will pertain to an “area of joint concern” and supersede this interim agreement within eighteen months of the date this agreement is signed.
4. Within the “cooperative planning area,” neither the City of Grand Junction nor the City of Fruita will:
  - a. annex any territory
  - b. extend any municipal utility services that are not already presentwithout the mutual consent of all parties.
5. Within the “cooperative planning area,” all parties will not
  - a. extend any sanitary sewer line
  - b. recommend amendment to any 201 sewer service area boundarywithout the mutual consent of all parties.
6. It is the goal of all parties that future land use decisions within the “cooperative planning area” will enhance the character of the area.
7. All parties will respect the existing zoning of lands within the “cooperative planning area.”

8. Within the “cooperative planning area” Mesa County will review rezone requests pursuant to the Mesa County Land Development Code (1995), Section 7.7.5- “Criteria for Review of Rezone Applications.”

9. Mesa County will revise the Mesa County Land Development Code appropriately to implement the portion of the Mesa Countywide Land Use Plan which pertains to the “joint areas of concern.”

10. Mesa County will provide the other two parties, with adequate notice, the opportunity to review and comment upon the following types of development activity and related matters in the cooperative planning area:

- a. site plans
- b. subdivision plats or replats
- c. planned developments
- d. special use permits
- e. conditional use permits
- f. zoning or development code text amendments that may effect the “cooperative planning area.”
- g. rezone applications
- h. policy and plan amendments that may affect the “cooperative planning area.”

11. All parties will share planning meeting and hearing agendas with the other parties in a timely manner.

12. All parties will work cooperatively to:

- a. draft and enter an intergovernmental agreement for an entire “area of joint concern,” working with affected property owners in a manner similar to the County’s “area plan” process.
- b. include other service providers in future agreements which further the intent of this agreement. (e.g., fire districts, domestic and irrigation water companies),
- c. consider establishment and adoption of land use design standards for the cooperative planning area including, but not limited to: landscaping, signage, entryways, parking, and outdoor storage requirements,
- d. establish and adopt traffic access and engineering standards in conjunction with the Colorado Department of Transportation,
- e. explore, develop, and support options available for preserving open lands and enhancing the character of the cooperative planning area, especially adjacent to the Colorado National Monument, along the Colorado River, and north of and along the Highway 6 & 50/Interstate 70 corridor. For example, but not limited to:
  - i. techniques recommended in the “Mesa County Positive Land Use Incentives Report” prepared by Ms. Barbara Green,
  - ii. support the Colorado River Greenway Legacy project and its goals,
  - iii. seek to acquire and support others’ efforts to acquire open space and conservation easements utilizing GOCO grants, park and open space impact fees, energy impact assistance grants, lottery funds, and donations to land trusts (e.g., the Colorado Cattlemen’s Association Land Trust, and the Mesa County Land Conservancy).

13. All parties will meet jointly, on a quarterly basis or as needed, to review the status of the above provisions.

14. It is the intent of all parties that this agreement be binding upon all parties, and that each party shall be permitted to specifically enforce any provision of this agreement. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

15. This agreement may be amended in writing from time to time as required, subject to the approval of all parties.

*Board of County Commissioners,  
County of Mesa, State of Colorado*

**By:** \_\_\_\_\_  
*Kathryn H. Hall, Chairman*

*Attest:*

\_\_\_\_\_  
*Monika Todd, Clerk and Recorder*

*City of Fruita*

**By:** \_\_\_\_\_

*Attest:*

\_\_\_\_\_

*City of Grand Junction*

**By:** \_\_\_\_\_

*Attest:*

\_\_\_\_\_

**COOPERATIVE PLANNING AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_ by and between MESA COUNTY, COLORADO, a Body Politic organized under and existing by virtue of the laws of the State of Colorado and the TOWN OF PALISADE, COLORADO and the CITY OF GRAND JUNCTION, COLORADO.

**WHEREAS**, this agreement is entered under the authority authorized by Title 29, Article 20, Colorado Revised Statutes, as amended, and;

**WHEREAS**, the Board of County Commissioners, the Palisade Town Council and the Grand Junction City Council find it is for the mutual benefit of all parties and in the interest of the public and affected land owners to cooperatively plan the future land use of an area between Palisade and Clifton, and;

**WHEREAS**, the Mesa County Land Development Code includes established criteria for reviewing development applications, and;

**WHEREAS**, the Mesa Countywide Land Use Plan expresses countywide goals, policies, and actions to provide guidance in land use decision making, and;

**WHEREAS**, in December 1993, the Board of County Commissioners adopted the following general goals :

The Mesa Countywide Land Use Plan will:

1. Reflect the current culture of Mesa County, as well as past customs.
2. Serve as both a practical and philosophical framework for the future... based on the protection of private property rights and the free market concept, in concert with community values.
3. Consider both public and private lands within its boundaries, and promote full participation in all land use planning processes. The Plan will also provide a framework for all area plans.
4. Maximize public/citizen input in the planning process.
5. Recognize that there are limits to available resources and develop a means/process to maintain a current inventory of those resources.

and;

**WHEREAS**, Mesa County has initiated the process of revising the Mesa County Land Development Code to be consistent with and implement the Mesa Countywide Land Use Plan, and;

**WHEREAS**, the Growth Plan for the City of Grand Junction and the Mesa Countywide Land Use Plan both have the following as a goal statement:

To ensure orderly transitions or buffers in areas of joint concern between different communities (i.e., Grand Junction, Fruita, Palisade) that help define distinct communities within Mesa County.

and;



**WHEREAS**, the above Plans both have the following as a policy statement:

Grand Junction and Mesa County will coordinate with the Town of Palisade to establish and maintain a transition area between Grand Junction and Palisade that includes the proposed area of joint concern....

and;

**WHEREAS**, there is an area between Clifton and Palisade in which there are no sewer lines, limited domestic water lines, a general lack of urban services, and lengthy response times for emergency services, and;

**WHEREAS**, there is considerable pressure for development in the area between Clifton and Palisade, and it will likely take several months to craft an appropriate intergovernmental agreement for the “area of joint concern,” and;

**WHEREAS**, without an agreement between Mesa County and the municipalities the area between Palisade and Clifton could develop in a manner making one community indistinguishable from the other, adding to existing traffic problems, and requiring additional urban services at taxpayer expense, and;

**WHEREAS**, in order not to diminish the effectiveness of any subsequent intergovernmental agreement for the “area of joint concern,” the parties to this agreement desire to enter into an *interim* agreement pertaining to a “cooperative planning area” between the two municipalities which is intended to be in force until superseded by an intergovernmental agreement for the entire “area of joint concern” referred to in the Plans; and;

**NOW, THEREFORE**, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties as follows:

1. This intergovernmental agreement shall pertain to the geographic area labeled as “cooperative planning area” on Exhibit A, attached and dated November 1996.
2. This intergovernmental agreement is intended to be an interim agreement that will remain in effect for eighteen months after the signing of this agreement or until such time it is superseded by an intergovernmental agreement between the parties that will pertain to an “area of joint concern”, which geographic area is yet to be determined, whichever occurs first. This agreement may be extended for a time certain by mutual consent of all parties.
3. It is a goal of all parties to enter into an intergovernmental agreement that will pertain to an “area of joint concern” and supersede this interim agreement within eighteen months of the date this agreement is signed.

4. Within the “cooperative planning area,” neither the City of Grand Junction nor the Town of Palisade will:
  - a. annex any territory
  - b. extend any municipal utility services that are not already present without the mutual consent of all parties.
  
5. Within the “cooperative planning area,” all parties will not
  - a. extend any sanitary sewer line
  - b. recommend amendment to any 201 sewer service area boundarywithout the mutual consent of all parties.
  
6. It is the goal of all parties that future land use decisions within the “cooperative planning area,” will enhance the character of the area.
  
7. All parties will respect the existing zoning of lands within the “cooperative planning area.”
  
8. Within the “cooperative planning area” Mesa County will review rezone requests pursuant to the Mesa County Land Development Code (1995), Section 7.7.5 - “Criteria for Review of Rezone Applications.”
  
9. Mesa County will revise the Mesa County Land Development Code appropriately to implement the portion of the Mesa Countywide Land Use Plan which pertains to the “joint areas of concern.”
  
10. Mesa County will provide the other two parties, with adequate notice, the opportunity to review and comment upon the following types of development activity and related matters in the cooperative planning area:
  - a. site plans
  - b. subdivision plats or replats
  - c. planned developments
  - d. special use permits
  - e. conditional use permits
  - f. zoning or development code text amendments that may effect the “cooperative planning area.”
  - g. rezone applications
  - h. policy and plan amendments that may affect the “cooperative planning area.”
  
11. All parties will share planning meeting and hearing agendas with the other parties in a timely manner.
  
12. All parties will work cooperatively to:



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*City of Grand Junction*

**By:**

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***Attest:***

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