

MEMORANDUM OF UNDERSTANDING
(School Site Acquisitions and Construction)

THIS AGREEMENT is between MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 ("District), MESA COUNTY, and those municipal entities located within the boundary of the District that shall now or hereafter execute and agree to be bound by the terms hereof.

WHEREAS, section 22-32-124, C.R.S. provides:

22-32-124. Building codes - zoning - planning. (1) Prior to the acquisition of land or any contracting for the purchase thereof, the board of education shall consult with and advise in writing the planning commission *** that has jurisdiction over the territory in which the site is proposed to be located in order that the proposed site shall conform to the adopted plan of the community insofar as is feasible. In addition, the board of education shall submit a site development plan for review and comment to such planning commission or governing body prior to construction of any structure or building. *** All buildings and structures shall be erected in conformity with the standards of the division of oil and public safety. Nothing in this subsection (1) shall be construed to limit the authority of a board of education to finally determine the location of public schools within the district and erect necessary buildings and structures;

and

WHEREAS, the above-mentioned statute prescribes the following process to determine if a proposed acquisition and/or construction project "conforms to the adopted plan of the community":

The planning commission or governing body may request a public hearing before the board of education relating to the proposed site location or site development plan. The board of education shall thereafter promptly schedule the hearing, publish at least one notice in advance of the hearing, and provide written notice of the hearing to the requesting planning commission or governing body;

and

WHEREAS, the above-mentioned statute further provides:

All buildings and structures shall be erected in conformity with the standards of the division of oil and public safety...

* * *

(U)pon request of the division of oil and public safety after consulting with the affected board of education, the appropriate building department of a county, town, city, or city and county wherein a building or structure has been erected pursuant to subsection ... of this section may make the necessary inspections to determine that such building or structure has been erected in conformity with the standards of the division of oil and public safety and, if such building or structure is in conformity, shall issue the necessary certificate of occupancy prior to use of the building or structure by the school district; and

WHEREAS, the division of oil and public safety has promulgated standards for the construction of school buildings and structures and for the issuance of building and occupancy permits for school construction projects; and

WHEREAS, on December 15, 1986, pursuant to such authority and after appropriate consultation, the City of Grand Junction – Mesa County Building Department was designated as the agent of the division of public safety to make such inspections and issue the appropriate permits; and

WHEREAS, the County and the municipal entities have adopted planning, subdivision and zoning ordinances and regulations to further orderly and planned development within the territory of the District; and

WHEREAS, the parties by this Memorandum wish to provide a more efficient process for determining the feasibility of conforming District plans for acquisition of school sites and the erection of building to the various adopted community plans; and

WHEREAS, the Colorado Constitution, Article XIV, Section 18, permits political subdivisions of the state to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt; and

WHEREAS, section 29-1-203, C.R.S., authorizes counties and school districts, as political subdivisions of the state, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, section 22-32-122(1), C.R.S., grants to school districts the power to contract with a county for the performance of any service, activity, or undertaking which any school district may be authorized by law to perform or undertake.

THEREFORE, THE PARTIES AGREE:

1. The selection of school sites and erection of school buildings is a matter of statewide concern, and section 22-32-124 C.R.S. entitled “Building Codes - Zoning – Planning” preempts county and municipal building codes or other planning and zoning ordinances and regulations.
2. The City of Grand Junction – Mesa County Building Department, under the agreement of December 15, 1986, acts as agent for the Division of Oil and Public Safety of the Colorado Department of Labor and Employment and issues building permits and certificates of occupancy in accordance with the Rule Standards For Public School Building And Structures of the Division of Oil and Public Safety.
3. The City of Grand Junction – Mesa County Building Department will not enforce county or municipal building codes or other planning and zoning ordinances,

regulations or intergovernmental agreements with respect to District construction projects, or withhold the issuance of building permits and certificates of occupancy for such projects only as allowed under authority of the Division of Oil and Public Safety of the Colorado Department of Labor and Employment.


4. The following process and procedures will be followed in order to determine if a proposed school site or the construction of structures thereon shall conform to the adopted plan of the community insofar as is feasible:
 - a. In addition to any other legal requirements, the District will, prior to the acquisition of land or any contracting for the purchase thereof or the construction of any structure or building on District property:
 - i. Provide the information relative to the location of a proposed acquisition and a site plan showing the proposed improvement.
 - ii. Provide the planning authority of the County or affected municipality with such additional information as it may reasonably require to assess the impact and suitability of the proposed acquisition or construction upon the adopted plan of the County or municipality.
 - iii. Pay such reasonable fees and charges as may be associated with the review process.
 - iv. Schedule a preliminary design review meeting with the County or affected municipality to be held within 30 working days of initial notification, for the purpose of reviewing the proposed project and get immediate comment of concerns and desires, including but not limited to a consideration of whether the property should be platted and subdivided. The District's design team as well as any others required to discuss the project will attend the meeting.
 - v. Review those concerns and desires and, to the extent that they are fiscally practicable and would not cause unreasonable delay, make a concerted effort to address the concerns in the design. The proposed solution will be then submitted in writing to the County or affected municipality.
 - vi. Provide the County or affected municipality an opportunity to voice any unresolved concerns at a hearing held before the District's Board of Education prior to final approval of the acquisition or improvement project.
 - vii. Consult with the County or affected municipality regarding potential uses for the property or structure as a part of an intergovernmental agreement advantageous to the District, the County or the municipal entity, and the public.
 - b. The County or the affected municipality will:
 - i. Conform its review process in a manner consistent with the timelines described herein. The District shall not be compelled to submit for site plan review as would be required of non-school entities.

- ii. Not seek to impose fees in excess of the actual or reasonably anticipated costs of the review process.
- iii. Require that all its subordinate administrative units adhere to the terms of this Memorandum of Understanding.

5. Any signatory may, on 60 day's written notice to the other parties, terminate this Memorandum of Understanding; however, in the event of termination by Mesa County or a signing municipality, the Memorandum of Understanding shall survive as to the remaining parties.

DATED as to each signatory as of the day set forth opposite the signature.

MESA COUNTY VALLEY
SCHOOL DISTRICT NO 51
By and through its Board of Education.

By: 
J. Tim Mills, Superintendent of Schools

Date: 5/2/06

MESA COUNTY

By: 

Date: 5/9/06

CITY OF GRAND JUNCTION,
COLORADO