

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes No

Date

Dec. 29, 1982

To: ~~(XXXX)~~ Jim Patterson

From: ~~(XXXX)~~ Steve Johnson *SS*

✓ *Forward to Karl Metzner*

SUBJECT: Proposed Intergovernmental Agreement.

The Nov. 27, 1982 Draft IGA creates a joint review mechanism for projects in areas of City/County concern. I have the following questions and comments on the IGA:

0. Recital number 6, line 3: section (ect.) is mis-spelled, and abbreviations are inappropriate.
1. Section 1 is entitled "Areas Defined", but besides defining review areas it establishes the right of review. The title of section should reflect this, viz, "Section one. REVIEW AREAS".
2. Is it desirable for the planning commissions to have the right to participate in the review in addition to the planning departments? Only the departments are accorded this right in Section 1.1.
3. What does a "review" consist of? Is the result intended to be a favorable or unfavorable recommendation (with suggested amendments or improvements) on specific projects to the counterpart planning department? If so, this should be made explicit.
- * 4. I suggest that the review area also include any "parcels or tracts adjacent to any City-owned property, including reservoirs, and water pipelines, outside the main review area."
5. In Section Two, Projects Defined, I suggest that language be added so as not to restrict the scope of the section: "Projects subject to the review under this agreement include, but are not limited to: ..." If the intent is to review all projects reviewable by the lead department, that should be made clear.
6. In Section 3, Planning Cooperation, cooperation in land-use "decision-making" appears to required (3.1). Does this mean that the City may veto a project within the County's primary jurisdiction? (I doubt that it does). If not, Section 3.1 should not use the words "will cooperate"; rather, this should be described as a goal. Also, a provision recognizing the possibility of disagreement over a project and the consequences (if any) of a disagreement, should be added.

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7. In Sections 3.2 and 3.3, I believe it is intended for the Planning Departments of the City or County to provide notice or information to the other. For the sake of consistency with Section One, this should be clarified.
8. What does 'taking action' on a project mean -- initial processing, preliminary approval, or what? The wording conceivably applies to department staff action -- if not, the words "taking action" should refer to action by the City Council or County Commissioners. Clarification is needed.
9. I'm not sure that the matters encompassed in Section 3.4 are matters of "planning" cooperation. Also, this section appears not to recognize the existence of prior agreements, and their bearing on "project review." I suggest deletion of Section 3.4.
10. Section 3.5 should refer to review of "projects in the areas defined in Section One, and to consider amendments to review area definitions or boundaries".
- * 11. In Section 5.1, City specifications for sewer lines in the County apply only if they connect "directly" to City facilities. Does this requirement apply even if the lines are outside the review area, as I suspect? This should be clarified.
- * 12. Also, I question whether the scope of Section 5.1 should be limited to "sewer lines", or to "direct connections" to City facilities. In fact, the current joint sewerage service agreement, Section I.4, provides for City specifications to be the minimum standard for future County or Joint Sewerage System expansion. Section I.5 requires City approval of construction of connections to the Joint System. The inconsistency should be removed, and in any event, the City should insist that the IGA expressly state that it does not affect or amend the joint sewerage service agreement.

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13. Section 5.3 contemplates completing major public improvements in reviewable projects at developer expense.

If this requirement independently exists under other laws, then this section is unnecessary. If this is unique to projects in the review areas, then this should be stated. Also, this section as worded leaves no room for City/County participation in the funding of such projects.

14. Section 6.2 states that the City and County will "assist one another... in staff assistance." This must refer to Department of Redundancy department staff. *Suggest: " and will provide mutual staff support."*

15. Should amendment of the IGA require a resolution duly approved by the Planning Commissions as well as the City Council or the County Commissioners? Section 8 requires approval by "each" of the above. I question whether the planning commissioners should have this authority, since they can't enter into IGA's in the first place.

In general the document is well-structured but unclear ^{in places.} There are no explicit sanctions for non-compliance; I doubt if these are possible, let alone desirable. Consideration should be given to setting a termination or review date for this IGA. I consider the most important changes needed to be expansion of the review area to include City-owned property, and the sewer-related comments listed in point numbers 11 and 12, supra.

INTERGOVERNMENTAL AGREEMENT: (CONTRACT)

TRANSITIONAL ZONE FOR GRAND JUNCTION

Agreement (or contract) made and entered into by and between the Board of County Commissioners of Mesa County and the City Council of Grand Junction.
(Site CRS #)

Mesa County has adopted a County Master Plan or (Policy Plan), Zoning and land use control regulations to guide development of all lands in the County.

The City of Grand Junction has Policy Master Plan, Zoning and land use control regulations to guide development of lands in the city.

Land use or development decisions by either party may become constraints or similar decisions by the other party.

Both the City and County desire to coordinate their respective planning and decision processes in order to achieve maximum benefits from available resources to reduce duplication of effort and to attain better overall coordination of land management.

I. It is agreed that:

- A) The City and County will cooperate in land use decision making - land use decisions and land use plans.
- B) The City and County will inform each other as far in advance as possible of anticipated plans and proposals that will or might affect either party - in no case shall such information be provided less than 30 days prior to the adoption of such plans or proposals.
- C) The City and County will coordinate in development and implementation of specific agreements supplemental to this agreement (or contract) including, but not limited to:

annexations, zoning, subdivisions, road/bridge constructions and improvements, sewer/water improvements and extensions, service areas, public recreation areas.

II. Specific Agreements for Comp/Master Plan Implementation

- A) The County will acknowledge the City Master Plan (Policy Plan) for the City of Grand Junction and the area within 2 or 3 miles of the city limits.
- B) The County and the City will assist the capital improvements programming by requiring all development within the _____ mile service (transitional) area to be built according to City of Grand Junction Standards.
 - a) This would include coordination of right of ways and construction standards.
- C) If during the review process, the County is not in agreement with a recommendation of the City, the matter will be tabled for consultation with the City Prior to making a final decision.

- D) Assist one another in policy analysis, staff assistance, public hearings and data/information needs.

III Specific Agreements on Coordination of Improvements

- A) Where development is approved within annexable areas, the City and County will require public roads and services to be fully improved at developer's expense prior to annexation and/or construction (refer to II - B).
 - B) The City and County will adopt a technical review method in coordination with one another to insure consistency of reviews and development requirements.
 - C) Coordination with the City and County to avoid premature capital improvement needs.
 - D) Set up regular joint planning commission meetings in order to assure coordination, consistency and open communication on development/planning issues.
- IV This agreement (or contract) will not be construed as limiting or affecting in any way the authority or legal responsibility of the Board of County Commissioners or the City of Grand Junction, or to perform beyond the respective authority of each.
- V Each and every provision of this agreement (or contract) is subject to the laws of the State of Colorado, Mesa County, and the laws of the City of Grand Junction.

Date: 3/24/83

INTERGOVERNMENTAL AGREEMENT

between

THE CITY OF GRAND JUNCTION

and

MESA COUNTY

Recitals

1. The City of Grand Junction is a municipal corporation established and existing under the laws of the State of Colorado;
2. Mesa County is a county established and existing under the laws of the State of Colorado;
3. Grand Junction is located within Mesa County and is surrounded by unincorporated parts of Mesa County;
4. Grand Junction and Mesa County have a long history of cooperation in many matters, including long-range planning;
5. It is in the mutual best interests of Grand Junction and Mesa County to coordinate the review and approvals of proposed land use changes and land developments in an area near the City Limits of Grand Junction;
6. Grand Junction and Mesa County are authorized to enter into an intergovernmental agreement relating to planning matters by C.R.S. 1973, etc. 29-20-105, C.R.S. 1973 Sect. 29-1-201, et seq;
7. Grand Junction and Mesa County have agreed that each should review development and land use proposals under the jurisdiction of the other in a specified area;

THEREFORE, it is agreed by and between Mesa County, hereinafter sometimes called "the County", and the City of Grand Junction, hereinafter sometimes called "the City" or "Grand Junction" that:

1. REVIEW AREAS

1.1. The City, through its Planning Department and Planning Commission, shall have the right to review all projects as part of the normal City planning review process if such a project is located partly or wholly within the following portion of the unincorporated part of Mesa County:

Northern Boundary: I Road
Western Boundary: 22 Road
Eastern Boundary: 31 Road
Southern Boundary: A Road

and any project located adjacent to any City owned property, including reservoirs and water pipelines, regardless of location.

1.2. The County Planning Department shall have the right to review all projects as part of the normal County planning review process if such a project is located partly or wholly within the following part of the City:

One-half mile from the City-County boundary, measured into the City, and any project located adjacent to any County owned property regardless of location.

2. PROJECTS DEFINED

Projects subject to the review under this agreement include: subdivision proposals; conditional uses; R.O.W. vacations; zone changes; subdivision variances or exemptions; planned unit development proposals at outline development plan or comparable stage and final stage; any public project of the City or County requiring planning commission approval under C.R.S. 1973 Sect. 30-28-110(1) (Regional Planning Commission approval, required when recording); certificates of designation for waste disposal sites.

3. PLANNING COOPERATION

3.1. The County and the City will cooperate in land use decision-making related to specific projects and to land use plans in general;

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- 3.2. The County will provide the City with notice of and information on any project located in the area defined in Section 1.1. at least 35 days before taking action on such project;
 - 3.3. The City shall provide the County with notice of any information on any project proposed in the area defined in Section 1.2. at least 18 days before taking action on such project;
 - 3.4. The City and County may from time to time adopt supplemental and additional agreements dealing with such matters as zoning, subdivisions, road and bridge construction, water improvements and public recreation areas, sewer improvements, and extensions and service areas;
 - 3.5. Representatives from the City and County Planning Commissions, the Grand Junction City Council and the County Commissioners agree to meet at least twice a year to review areas mentioned in Section 1. above and to review and discuss issues of mutual concern.
4. COMPREHENSIVE AND MASTER PLANS
- 4.1. The City and County agree that the City Comprehensive Plan for Grand Junction is the official comprehensive plan for lands located within the City. A comprehensive plan which is cross-endorsed by Mesa County and the City of Grand Junction will be used as a guide for development within the defined review area;
 - 4.2. The City and County agree that the County Master Plan, including Land Use and Development Policies, is the official master plan and comprehensive plan for lands located in the unincorporated part of Mesa County outside of the joint review areas;
 - 4.3. The City and the County agree to coordinate their comprehensive planning processes to achieve consistency and compatibility for the benefit of present and future citizens of the County.

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5. PUBLIC IMPROVEMENTS

- 5.1. The County will assist the capital improvements programming of the City by requiring that all arterial and major collector roads which will connect to similar roads in the City and all sewer and water lines which will connect to City facilities be built to City specifications;
- 5.2. Both the City and the County will require that, wherever possible, no project will be allowed to discharge stormwater run-off in excess of historic discharge onto a road or into an open drainage way. Where this requirement cannot be met, the development will be responsible for improvements to the drainage way to provide increased capacity to carry the run-off;
- 5.3. Both City and County will require that public roads and other major public improvements in projects subject to review under this agreement be fully completed at developer expense. Bank guarantees, building permit guarantees, and other means will be used to insure compliance with this provision.

6. OTHER COORDINATION

- 6.1. The City and County will coordinate technical and utility reviews.
- 6.2. The City and County will assist one another in policy analysis, information gathering, public presentations and mutual staff support.

7. AMENDMENT OF AGREEMENT

All or a portion of this agreement may be amended after a meeting held jointly between the Mesa County Commissioners, the Mesa County Planning Commission, the Grand Junction City Council and the Grand Junction Planning Commission, and adoption of a resolution duly approved by each.

8. EXISTING AGREEMENTS

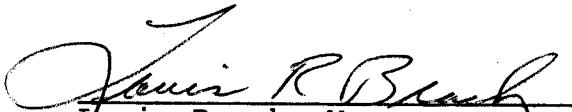
Adoption of this agreement is in no way intended to invalidate or supersede any existing adopted agreements between the City and the County.

9. Adopted , 1983

a. Mesa County Commissioners


Maxine Albers, Chairwoman


a. Grand Junction City Council


Louis Brach, Mayor

b. Mesa County Planning
Commission


Jim Young, Chairman

b. Grand Junction Planning
Commission


Ross Transmeier, Chairman