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**Memorandum of Understanding
Between The City of Grand Junction
And
Mesa County Colorado**

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This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of Grand Junction, hereinafter referred to as the City and Mesa County, hereinafter referred to as the County, as political subdivisions of the State of Colorado.

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RECITALS:

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The purpose of this MOU is to establish a mechanism for effective consultation in the processes and practices of making and implementing land use decisions by the County in the Grand Junction Watershed Area outlined on the Map ("City of Grand Junction Watershed Area,") dated November 22, 2004, Map labeled Exhibit A attached hereto and made a part hereof by this reference, by providing for appropriate involvement by the City in the review of development applications in the Watershed Area.

This MOU is entered into under the authority of 29-4-101 C.R.S. et seq. 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.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THE CITY AND THE COUNTY WILL:

1. Cooperate in land-use decision making and planning by consulting about land use decisions and preparation of land-use plans for areas under County jurisdiction that are located in the City's Watershed Area.
2. Consultation includes providing advance notice, an opportunity to review and meaningfully comment on proposed plans and activities, and the incorporation of appropriate protective stipulations and agreements into plans, decisions and programs. Examples of actions when consultation will be required include, but are not limited to, road construction, a determination of existing and future land uses, and development, as defined by the County code, which includes but is not limited to energy and mineral development and planning and

45 construction of rights-of-ways and facilities to support or in service of
46 extractive uses or other development.

47

48 The County will:

49

50 Amend, revise and enforce its plan(s) and to the extent necessary
51 to protect the City's watersheds and water resources in the
52 Watershed Area.

53

54 Prepare and maintain a current list of existing Codes, plans,
55 agreements, licenses, permits and projects with respect to the land
56 area that is the subject of this agreement.

57

58 Prepare and maintain a current list of future projects of mutual
59 interest to the City and County.

60

61 Annually review with the City the preceding year's development
62 activities and share information collected as part of the
63 development review process (monitoring data and analysis, site
64 inspection reports, traffic counts and other data); and meet as
65 required to discuss upcoming projects related to or that may
66 impact the watershed.

67

Discussion topics include, but are not limited to:

68

Kannah Creek Water System Capacity

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Septic tanks

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Stormwater Authority/BMP's

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Watershed Health Assessment

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73 Discuss in advance any changes in the development
74 information/application to be collected and/or changes to the
75 County Code or review techniques to be utilized.

76

77 Participate with the City in strengthening the definition and
78 implementation of best management practices (BMP) and the
79 prescriptions of the same in the Watershed Area.

80

81 Allow the City to collect additional information about the impact of
82 development on/within the watersheds as required by the City.

83

84 Prioritize road construction and identify maintenance
85 practices/road improvement(s) within the watershed area based
86 on a project's potential risk of adverse impacts to water quality.

87

88 Allow the City to post "Municipal Watershed Boundary" and other
 89 advisory or regulatory signs along roads as necessary to assist in the
 90 management of the watershed and to help protect water and land
 91 quality. The location of all signs will be approved by the County
 92 prior to installation.
 93
 94 Provide the City with advance notice of all project activities or
 95 proposals within the Watershed Area.
 96
 97 Unless an applicant establishes from verifiable data that the risks to
 98 water quality in the Watershed Area are speculative or insubstantial,
 99 the County shall deny requests for surface occupancy for mineral
 100 and/or oil/gas exploration and/or production.
 101
 102 Stipulate in development approvals that approved uses shall
 103 comply with all requirements of the County's codes.
 104
 105 The City will:
 106
 107 Provide for meaningful involvement of the County in designation of
 108 the City's Watershed Area and any City effort to require best
 109 management practices of those operating or acting within the
 110 City's watersheds.
 111 **Discussion topics:**
 112 **Stormwater BMP's**
 113 **Grazing BMP's**
 114 **Kannah Creek-Whitewater Creek management BMP's**
 115 **(cooperative use/reuse i.e., Massey, Lumbardy et. al.)**
 116 **Oil and gas development**
 117
 118 The County's involvement in activities that may affect the City
 119 watershed includes:
 120
 121 a) coordination and sharing of land and related inventories,
 122 studies and data;
 123
 124 b) working with the County to resolve misunderstandings
 125 between City and County plans.
 126
 127 Make available to the County, City data that may be necessary to
 128 County operations, plans or activities in or upon the Watershed
 129 Area.
 130

131 Make City expertise and/or personnel available for data gathering,
132 environmental studies and land-use planning which would be
133 mutually beneficial, subject to the City's financial and personnel
134 constraints.

135
136 Other:

137
138 Any information furnished to the County or the City under this
139 agreement is subject to the Colorado Open Records Act, 24-72-101
140 et. seq. C.R.S. (2004).

141
142 This agreement in no way restricts the County or the City from
143 participating in similar activities with other public or private
144 agencies, organizations and individuals.

145
146 The County and the City will budget and expend their own funds in
147 pursuing the objectives of this agreement. The City and the County
148 may by separate agreement agree to a joint project/expenditure
149 of funds to further the purposes of the agreement.

150
151 The following named people represent the principal contacts for
152 this agreement and they and their designees have the authority to
153 speak for their respective agencies for the purposes of this
154 agreement.

155		
156	County	City
157	c/o County Administrator	c/o City Manager
158	Telephone: (970)244-1800	Telephone: (970)244-1503
159	Fax: (970)244-1639	Fax: (970)244-1456
160	E-mail: mcadmin@co.mesa.co.us	E-mail: kellya@gjcity.org
161		

162 In general, the designees or appropriate staff of the City and the
163 County may contact one another, as necessary, subject to this
164 agreement to fulfill the purposes of the agreement.

165
166 Amendments or supplements to this agreement or the map may be
167 proposed by either party and shall become effective only upon
168 written approval of both parties.

169
170 Nothing in this agreement will be construed as limiting or affecting in
171 any way the authority or legal responsibility of either party or as
172 binding either the City or the County Service to perform beyond the
173 respective authority of each or as requiring either party to assume

174 liability for or to expend any sum in the excess of annual
175 appropriations authorized by law and made available for this work.
176

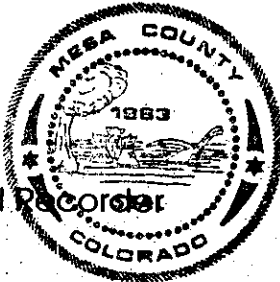
177 This agreement shall become effective when signed by the parties
178 hereto. Either the County or the City may terminate this MOU with a
179 180 day written notice to the other. Each and every provision of this
180 Memorandum of Understanding is subject to the laws of the Mesa
181 County, the City of Grand Junction and the State of Colorado.
182

183 This MOU is not intended to and does not create specific rights or
184 benefits that are enforceable in law or in equity by one party
185 against the other.
186

187 In Witness Whereof, the parties herein have caused this document to be
188 executed, as of the date of the last signature shown below.
189

190 Mesa County
191 *Dorilyn B. Genova* 11-22-2004
192 *Dorilyn B. Genova* Date
193 Dorilyn B. Genova
194 Chair, Mesa County Board of County Commissioners
195

196 Attest:
197 *Janice Ward*
198 *Janice Ward*
199 Janice Ward
200 Mesa County Clerk and Recorder
201



202
203 CITY OF GRAND JUNCTION
204 *Gregg Palmer* 12-2-04
205 *Gregg Palmer* Date
206 Gregg Palmer
207 Mayor, Grand Junction City Council
208 Pro Tem
209

210 Attest:
211 *Stephanie Tuin*
212 *Stephanie Tuin*
213 Stephanie Tuin
214 City Clerk

Parcel Number	Salutation	Owner Last Name	Owner First Name	Owner Middle Name	Joint Owner	Location Address
1	Messrs.	SOMERVILLE	WILLIAM	G	RICHARD K. SOMERVILLE	46810 LANDS END RD.
2	Ms.	BROUSE	NINA		J W & V R MANSUR	
3	Mr. and Ms.	HUTTON	DANIEL	W	JANELL J HUTTON	
4	Mr. and Ms.	MANSUR	JOHN	W	VICTORIA RAE MANSUR	6565 PURDY MESA RD
5	Mr. and Ms.	LAMBERT	FRANK	J	M MARGARET LAMBERT	
6	Ms.	BROUSE	NINA		JOHN W & VICTORIA M MANSUR	
7	Mr. and Ms.	CIHLAR	JAMES	D	KARA J CIHLAR	6800 PURDY MESA RD
8	Mr. and Ms.	MILLER	NANCY	G	CLINTON MILLER	6400 PURDY MESA RD
9	Mr.	BEGEMAN	JOSEPH	E		6555 PURDY MESA RD
10	Mr. and Ms.	WYNN	LORA			6299 PURDY MESA RD
11	Mr. and Ms.	WYNN	LORA	SIMNOE	LARRY DENNIS WYNN	
12	Mr. and Ms.	WYNN	LORA	SIMNOE	LARRY DENNIS WYNN	
13	Mr. and Ms.	WYNN	LORA	SIMNOE	LARRY DENNIS WYNN	
14	Ms.	WILLIAMS	DELORES	JEAN		
15	Collard Family	COLLARD	STEPHEN	R	KATHY COLLARD & THOMAS AND DAWN	5338 PURDY MESA RD
16	Mr. and Ms.	NELSON	FRED	R	KATHLEEN A NELSON	5002 LANDS END RD
17	Sir or Madam				DAVIDSON FAMILY TRUST	4668 LANDS END RD
18	Mr.	LEISTEN	ALAN	G		4666 LANDS END RD
19	Sir or Madam	SHERK	V	J	D COHN CO-TRSTES OF A COHN T	
20	Mr. and Ms.	MATTHEWS	THOMAS	W	JUDITH K MATTHEWS	4110 LANDS END RD
		SHERK	V	J	DAVID L COHN CO-TRST A COHN	
					Bureau of Land Management	
					US Forest Service	
					Lyle Dechant	
					Mesa County	

RESOLUTION NO. 124-04

A RESOLUTION OF THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY (WATERSHED MOU)

WHEREAS, The City and County wish to cooperate in land use decision making and planning by consulting about land use decisions for areas that are located in the City's watershed areas; and,

WHEREAS, the City and County have reached an agreement to effect this cooperation effort;

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

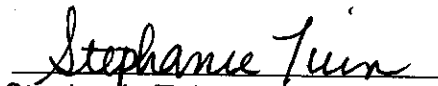
That the Memorandum of Understanding between the City of Grand Junction and Mesa County, Colorado, hereto attached, is adopted by the City Council of the City of Grand Junction, Colorado on December 1, 2004.

CITY OF GRAND JUNCTION



Gregg Palmer, Mayor Pro Tem
Grand Junction City Council

Attest:



Stepharlie Tuin
City Clerk