MCA 2001-48

# INTERGOVERNMENTAL AGREEMENT (IGA) MESA COUNTY/CLIFTON WATER DISTRICT

This Agreement entered this 21st day of May 2001 by and between MESA COUNTY, COLORADO (County), a Body Politic organized under and existing by virtue of the laws of the State of Colorado and the CLIFTON WATER DISTRICT (District), quasi-municipal corporation and political subdivision, operating under authority of the Special Districts Act, C.R.S. 32-1-101 et. seq. Both organizations herein referred to as "Parties".

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

***WHEREAS,*** the Parties wish to maximize the use of Public resources for the benefit of their constituents and;

***WHEREAS,*** the Parties wish to insure that operational data and planning information is shared and updated on a routine schedule and;

***WHEREAS,*** the Parties wish to establish a mutually cooperative and non adversarial relationship and;

***WHEREAS,*** the Parties will work to recognize, understand and cooperate with the demands and unique problems encountered by both Parties during operation of the respective organizations.

***WHEREAS,*** the Parties wish to collaborate on decisions affecting land use of mutual concern and influence to benefit all affected parties and;

***WHEREAS,*** the Parties wish to implement the *Mesa County Master Plan* through the coordinated and consistent actions and efforts of both parties and;

***WHEREAS,*** the Parties will work together to coordinate the timing, location and intensity of growth with the provision of adequate public facilities and;

***WHEREAS,*** the Parties will insure that respective growth and development will make efficient use of the investments made in the infrastructure including streets, utilities and all public facilities and;

***WHEREAS,*** the Parties will promote cost effective provision of services for residential and commercial customers and;

***WHEREAS,*** the Parties seek to find equitable funding of improvements to serve the community.

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

## Mesa County and Clifton Water District will:

1. Establish quarterly staff meetings through the Utility Coordinating Committee for Capital Improvement project coordination. Capital Improvement project lists will be prepared by each party annually and then updated for review during the quarterly meetings.
2. Maintain a current inventory and list of all existing Contracts and Agreements between the County and District as Appendix A to this Agreement.
3. Prepare and distribute a 5-year Major Capital Improvement Plan (MCIP) of mutual interest to both parties as Appendix B to this Agreement.
4. Share and coordinate data with all service providers and develop and maintain a GIS

database for all infrastructure.

5. Coordinate the MCIP developing a priority ranking based on the demand for services, system deficiencies and growth.
6. Attend and actively participate in the Utility Coordinating Committee (UCC) to insure that capital improvements and utility specifications are coordinated with all utility providers in Mesa County and are consistent with the *Mesa County Master Plan.*
7. Conduct individual project staff meetings with involved departments periodically to identify means of providing more cost effective services through coordinating the capital improvement plan.
8. Develop a joint land use monitoring system to relate land uses to water demands that are created throughout the urban area.
9. Work to avoid litigation, promoting understanding and compromise and establish a dispute resolution process that is agreeable to both Parties.
10. Coordinate and communicate the intent of this Agreement, operational policy, standards and guidelines to all staff levels so that operations in the field are consistent with the intent of this Agreement.
11. Encourage early communication and project planning with all stakeholders and respond in a timely fashion to written requests.
12. Review this Agreement on the five year anniversary and each subsequent five year anniversary thereafter.

## Mesa County will:

1. Refer land development applications affected by water service from the District to the District, and solicit comments within a reasonable period of time on proposed plan amendments, capital improvement plan updates, rezonings, and other actions affecting the planning or provision of services.
2. Work closely with the District to ensure that their comments are obtained in a timely manner and are made a part of the land development review process and project coordination.
3. Ensure that GIS and other available data are shared and updated, serving as the clearing house for such databases.
4. Require all new developments to use non-potable water (where possible) for irrigation of landscaping: e.g., parks, open space, lawns, roadway, parkway, golf courses and other outdoor applications.
5. Assist the District in working with other water providers to establish and maintain consistent standards for facilities and equipment that can facilitate future consolidation of services that will prevent duplication of services.
6. Require new development, within the District's service area to obtain services from the District, when required by the *Mesa County Land Development Code.*
7. Modify the annual Capital Improvement Plan update process to include review and comment by the District and other service providers through the Utility Coordinating Committee to help achieve cost effective implementation.
8. Evaluate the Utility Coordinating Committee's (UCC) purpose and procedures suggesting changes as necessary to provide more timely input to developers and utility providers concerning water, waste water, irrigation, drainage, transportation and other utility system improvements.
9. Acknowledge that the District was formed prior to 1965 and according to CRS 32-1-207 (1) a Statement of Purpose substitutes for a Service Plan. Therefore, a Service Plan according to the Laws of the State of Colorado is not required.

## The Clifton Water District will:

1. Review, and, if necessary, revise the Clifton Water District Statement of Purpose annually, so that it is consistent with current operations, the *Mesa County Master Plan* and serving as the Annual Report pursuant to C.R.S. 32-1-207(3)(c).
2. Be consistent with the *Mesa County Master Plan* when establishing new service or extending any service or facility.
3. Provide recommendations to Mesa County concerning the adequacy of services for proposed developments based upon level of service standards established by the District.
4. Consistent with District policy, provide water service to water taps in the Whitewater/Kannah Creek area up to the 4,800 foot elevation on the north and east side of the Gunnison River. The District reserves the right to make system improvements to enable service above the 4,800 foot elevation with the written concurrence of Mesa County.
5. Service new development as a single user system rather than a wholesale water customer. Exceptions may only be made with the mutual written concurrence of the County and the District.
6. Work with other water providers to establish and maintain consistent standards for facilities and prevent duplication of services.
7. Work with and coordinate infrastructure improvements with the County MCIP.
8. Provide timely input and comments concerning impact and project planning to the County departments involved.

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

By: Kathryn H. Hall
Kathryn H. Hall, Chairman

Attest:
Monika Todd
Monika Todd, Clerk and Recorder
by Roberta Raley deputy

Clifton Water District

By: Martin Garber
Martin Garber, Chairman

Attest:
Paul Teal
Paul Teal, Secretary