

GROWTH MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into between the City of Delta ("City") and the County of Delta ("County").

WHEREAS, the Delta County Master Plan provides that joint planning areas should be established to define the urban service boundaries around each municipality to direct development in and near municipalities where adequate infrastructure is available and services can be efficiently provided.

WHEREAS, the parties wish to cooperate to provide for the efficient management and administration of growth in the developing area around the City of Delta by defining growth tiers based on present and future availability of municipal services;

WHEREAS, the parties have determined two tiers around the City: Tier 1, consisting of that property which is generally served by City utilities and may be subject to annexation by the City within the next five to ten years; and Tier 2, consisting of that property which lies within the City of Delta "201 Plan." The Tiers are as shown on the map, attached hereto as Exhibit A and by reference incorporated herein; and

WHEREAS, the parties enter into this agreement pursuant to §29-20-105, C.R.S., as amended, with the intention of cooperating with respect to land use planning in the area around the City; and

WHEREAS, land use regulation within the City of Delta includes a zoning map and ordinance, along with subdivision and mobile home park regulations. The City has adopted the Uniform Building Code. Land use regulation within the unincorporated areas of the County does not include either zoning or a building code, but does include subdivision and mobile home park regulations. Certain planning districts within the unincorporated areas of the County have been zoned, but the only such district within the subject Tier configuration has largely been annexed into the City at this time.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Tier 1. To encourage growth with urban standards and services within the area described as Tier 1, the following agreements apply to all developments within this area:

(a) Upon receipt by the County of any application for development within Tier 1 (or which will require City water or sewer service), or whenever a presentation for a subdivision within that area is made at a presubmittal meeting between a developer and the Planning Staff of the County, the County shall refer the proposed development/subdivision to the City. The City will then have the choice to become the entity to

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consider the application for approval, in which case the County will become a "review agency," or refer the matter back to the County.

(b) If the County considers the subdivision/development, the application shall nevertheless be submitted to the City for its review as per statutory requirement, and the County will apply, to the greatest extent practicable the standards which have been developed and are recommended by the City, including but not limited to subdivisions, mobile homes, recreational vehicles, building code, road standards, utility/access, storm water/drainage, setbacks/height restrictions and density. It is anticipated that the minimum density for this area would range from 6,000 square feet to one acre per lot. Although the County does not presently have a zoning code in this area, and until such a zoning code is adopted (if at all), the Board of County Commissioners may condition its approval of a development on a requirement that the owners declare the intended use of the land, which declaration shall be binding unless otherwise modified by the Board. The County will initiate procedures within a reasonable time to adopt a zoning code applicable to Tier 1.

(c) Should the City review the development, it will require compliance with City standards, including those issues described in paragraph 1(b), above.

(d) Any development/subdivision within Tier 1 will be required to have access to domestic water and acceptable sewer or septage disposal facilities. Cisterns will not be authorized, nor will wells be authorized for domestic water.

(e) Any development must be consistent with both the County and the City Master/Comprehensive Plans.

2. Tier 2.

(a) Any application for development/subdivision within this area shall be referred to the City in accordance with statutory requirements for its review. The recommendations of the City shall be considered, but will not be binding upon the County.

(b) County standards shall apply to developments/subdivisions within this area, including road easements, road standards, access/utility codes and the design standards set forth within subdivision and mobile home regulations. The County should consider such major factors as storm drainage and road easements in light of the proximity of this area to the City.

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(c) With respect to services, the County will encourage developments /subdivisions to utilize City domestic water and sewer if available within 1,000 feet. Cisterns will not be authorized for domestic water. Wells will only be authorized for domestic water in unusual circumstances or hardship cases. It is anticipated that the density requirements for this area will be between two- and ten-acre lots, subject to consideration for other plans, such as clustering.

3. Annexation.

(a) The City will keep the County informed of its annexation plans. Any enclaves, which are created by annexation, shall be annexed at the end of the three-year period allowed by law, unless the City and County agree otherwise. The City shall annex the entire width of any right-of-way. Except where deemed necessary or appropriate by the City for purposes of achieving contiguity for future additions, the City will also seek to annex rights-of-way adjacent to the City limits, as they exist from time to time. As annexation progresses, the City will eliminate those existing situations where less than the entire width of the right-of-way has been annexed.

(b) Upon annexation, property shall be subject to City jurisdiction, and the provisions of this agreement shall not be applicable.

4. County Regulations.

The County agrees to initiate procedures within a reasonable time to adopt regulations applicable to Tier 1 consistent with those of the City building, plumbing, mechanical, mobile home siting and sign codes; provided, however, that such codes shall only apply to "new development" and/or "new construction."

For purposes of this agreement, "new development" means any subdivision approved, or any change of use or occupancy of improved or unimproved real property or the improvements located thereon intended to be effective, after the date of adoption of any of the foregoing codes by the County.

For purposes of this agreement, "new construction" means any building, the construction of which is commenced after the date of adoption of any of the foregoing codes by the County, or any additions, alterations or repairs commenced after said date of adoption which affect more than 50% of the total area or increase the size of an existing building by more than 50%.

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5. Implementation.

In addition to this Intergovernmental Agreement, the City and the County agree to keep the other informed of their planning efforts, to adopt such ordinances as will effect the intention of this Agreement, and will enter into additional intergovernmental agreements to accomplish the purposes thereof, for example, with respect to law enforcement and road maintenance.

6. Annual Review.

At least annually, before the expiration of this agreement, the governing bodies of the City and the County shall meet to discuss the effectiveness of this agreement and their joint planning efforts. The course of the review shall inquire into the extent of compliance with this agreement, the consistency with the Master Comprehensive Plan adopted by both bodies and will determine whether any modifications to this agreement need to be accomplished.

7. Term/Termination.

This agreement shall commence upon execution by both governing bodies hereto, and shall expire at the end of one year; provided, however, that the agreement shall be automatically renewed for an additional period of one year. Either party may terminate this agreement upon sixty days written notice to the other.

ATTEST:
Mary Lynn Williams
City Clerk

ATTEST:
Lela J. McCracken
County Clerk

CITY OF DELTA

By: [Signature] 1/4/2000

COUNTY OF DELTA

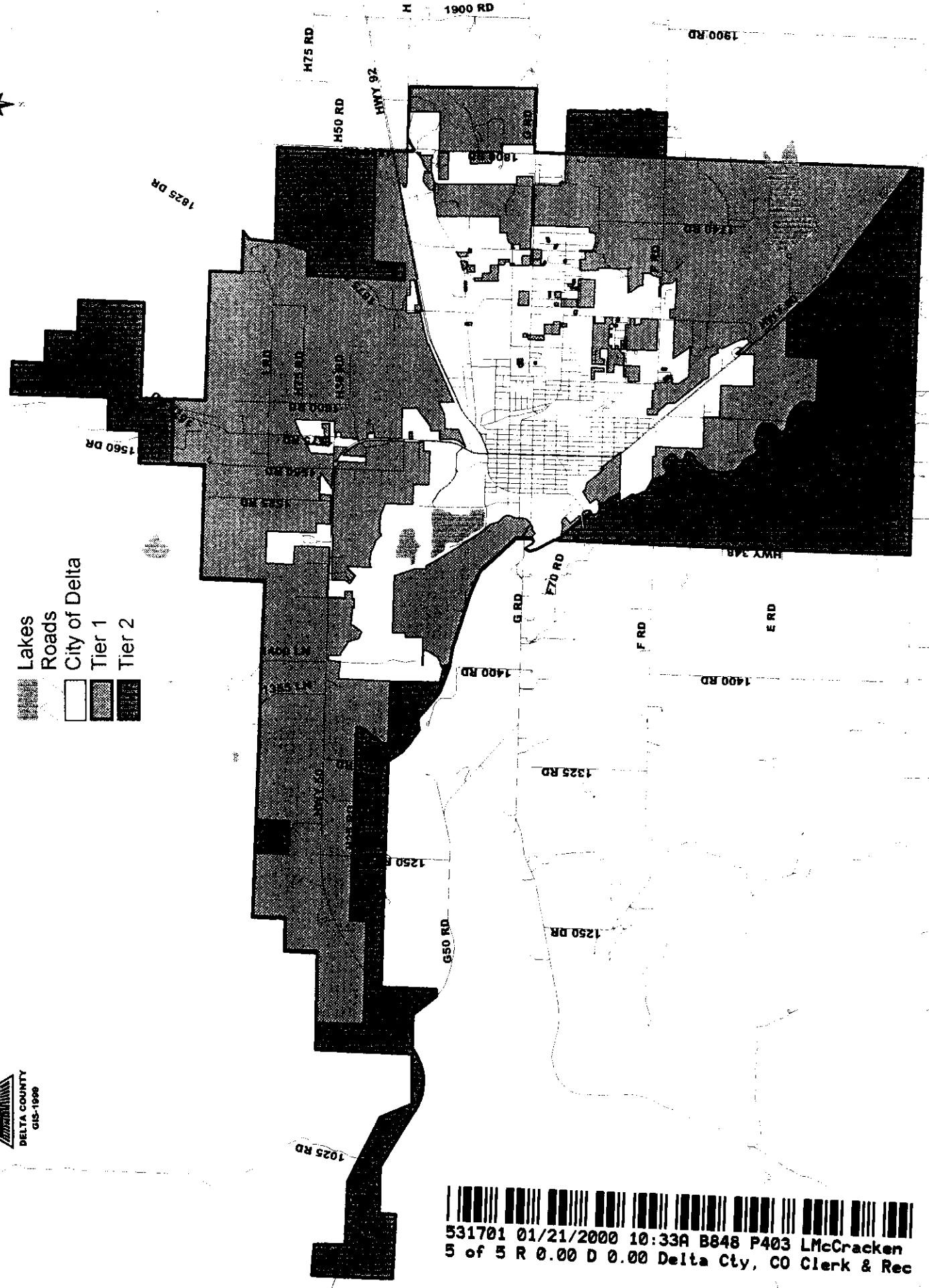
By: [Signature] 1/3/2000
Chairman, Board of County Commissioners



0.25 0 0.25 0.5 0.75 1 1.25 1.5 1.75 2 Miles

1" = 1 MILE OR 5280'

-  Lakes
-  Roads
-  City of Delta
-  Tier 1
-  Tier 2



531701 01/21/2000 10:33A B848 P403 LMcCracken
 5 of 5 R 0.00 D 0.00 Delta Cty, CO Clerk & Rec

Exh. A