

**GROWTH MANAGEMENT AGREEMENT  
FOR THE UNINCORPORATED AREA SURROUNDING  
THE TOWN OF ORCHARD CITY, BETWEEN DELTA COUNTY AND  
THE TOWN OF ORCHARD CITY, COLORADO**

THIS AGREEMENT is entered into between the Town of Orchard City ("Town") and the County of Delta ("County"), effective August 11, 2008.

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

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

WHEREAS, the parties have determined a growth management area around the Town consisting of that property which can be potentially served by Town utilities and may be subject to annexation by the Town in the next five to ten years. The Growth Management Area is shown on the map, attached hereto as Exhibit A and by reference incorporated herein; and

WHEREAS, the parties enter into this agreement pursuant to C.R.S. 29-20-105, as amended, with the intention of cooperating with respect to land use planning in the area around the Town and to ensure that basic infrastructure standards for easements, roads, and utilities in this area are consistent with Town standards; and

WHEREAS, land use regulation within the Town of Orchard City includes subdivision and mobile home park regulations, and Building Codes. Land use regulation within the unincorporated areas of the County includes subdivision, specific development, and mobile home park regulations.

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

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

(a) Upon receipt by the County of any application for development within the Growth Management Area or whenever a presentation for a development is made at a presubmittal meeting between a developer and Planning Staff of the County, the County shall refer the proposed development to the Town. The purpose of the presubmittal

meeting shall be to determine whether the development proposal would be more appropriately reviewed and approved by the Town for possible annexation. If the Town determines that it should be the entity to consider the application for approval, the County will become a "review agency." Conversely, the Town may determine that the County should be the entity to consider the application for approval and the Town will become a "review agency."

(b) If the County considers the development, the application shall nevertheless be submitted to the Town for its review as per statutory requirement, and the County will consider the standards which are recommended by the Town, including but not limited to infrastructure requirements. The County will, at a minimum, apply one (1) acre minimum density standards for any subdivision in the Growth management Area. The Board of County Commissioners may condition its approval of a development on a requirement that the owners declare the use of the land, which declaration shall be binding unless modified by the Board.

(c) Any developer within the Growth Management Area will be required to provide fire protection, domestic water and ISDS (Individual Septic Disposal System) facilities. Cisterns and wells will not be authorized for domestic water, nor shall septic systems be allowed on lots less than one acre, pending percolation and environmental assessments, and approval of the Delta County Health Department. All development proposals will be regulated by State Statutes and County Regulations, and any development proposal that is to be reviewed and approved by the town will also be regulated by Town ordinances and regulations.

## 2. Properties outside the Growth Management Area within 3 miles of the Town limits.

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

(b) County standards shall apply to developments within this area, including road easements, road standards, access/utility codes, and the design standards set forth within the Subdivision, Specific Development, Roadway Design & Construction Standards, and Mobile Home regulations. The County will consider Town standards applicable to such major factors as storm drainage and road easements in light of the proximity of the area to the Town.

(c) With respect to services, the County will require developments to utilize Town or other domestic water; sewer shall be required if the dwelling or structure is within 1000 feet of an existing main sewer line. Cisterns and wells will not be authorized for domestic water and individual sewage disposal systems (septic systems) will be discouraged for sewage disposal.

## 3. Annexation.

(a) The Town may annex any property to which Town water is available at the time that such services are provided if state annexation, Statute and Town ordinance requirements are met, or the Town may enter into agreements with property owners who receive services whereby those property owners are required to accept annexation whenever the Town chooses to annex. If such annexation requirements are not met at the time services

are provided, the Town may annex said property at the time State Statute and Town ordinance requirements are met. The Town will actively pursue fulfillment of State Statute and Town ordinance requirements to allow annexation as soon as possible after Town services are provided.

(b) The Town shall annex any enclaves created by annexation as allowed by State Statute. The Town shall annex the entire width of any right-of-way. Except where deemed necessary or appropriate by the Town for purposes of achieving contiguity for future additions, the Town will also seek to annex rights-of-way adjacent to Town limits, as they exist from time to time. As annexation progresses, the Town will eliminate those existing situations where less than the entire width of the right-of-way has been annexed.

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

#### 4. Implementation

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

#### 5. Annual Review

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

#### 6. Term/Termination

This agreement shall commence upon execution by both governing bodies signatory hereto, and shall automatically renew at the end of one year and each year hereafter unless terminated by either party upon sixty days written notice to the other party or by the execution of a new agreement, and the Town's annexation plans.

TOWN OF ORCHARD CITY

By: W. J. Spalding  
Mayor

ATTEST:

Melissa Belk  
Interim Town Administrator

COUNTY OF DELTA



ATTEST:

By: Wayne E. Wolf  
County Commissioner

R. C. Lewis  
County Commissioner

Absent  
County Commissioner

Suzanne S. Henry  
County Administrator Deputy Clerk to the Board  
Suzanne S. HENRY

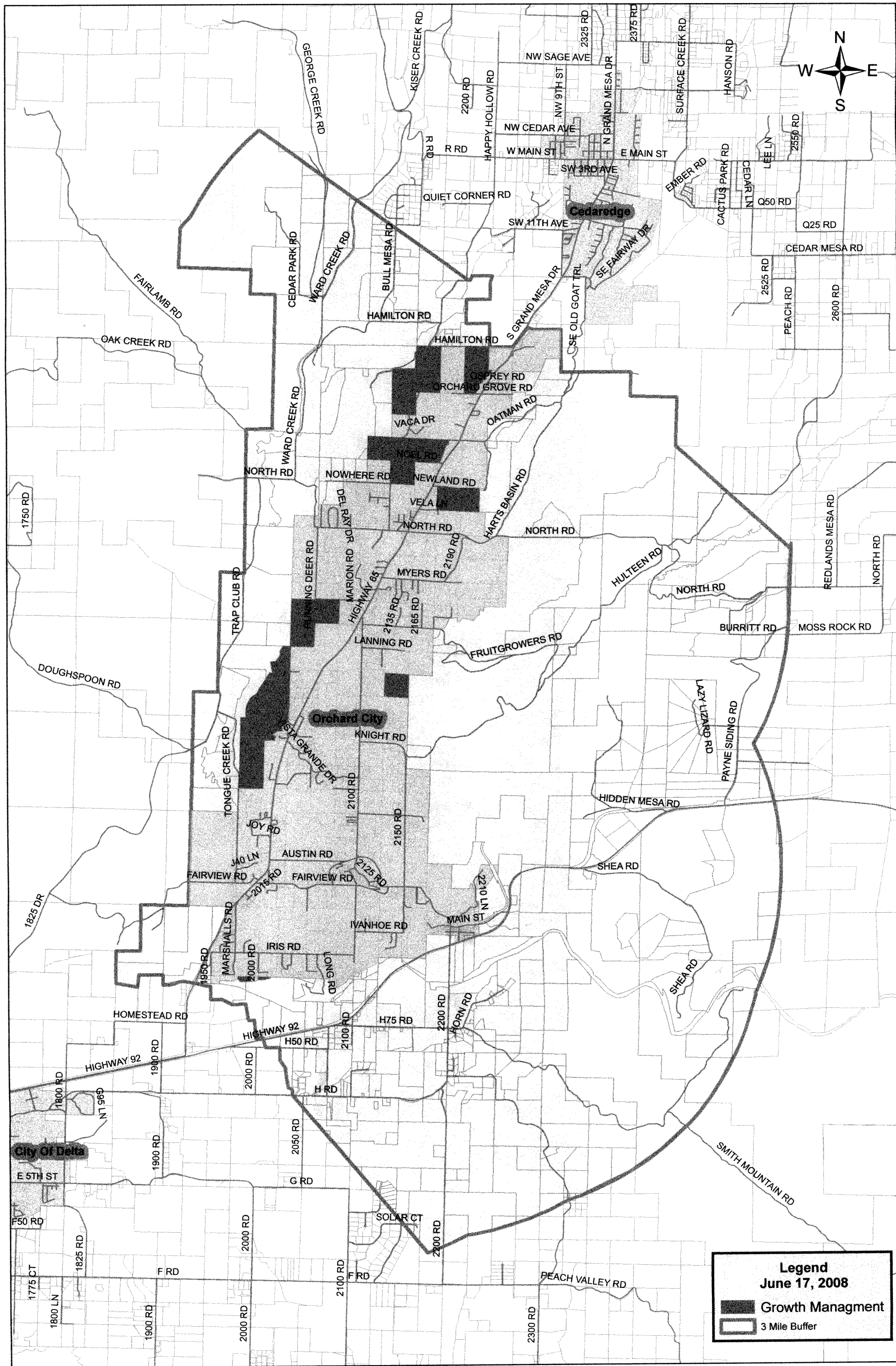


Exhibit A