

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 13
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE MAYOR TO SIGN AN AMENDED PRE-ANNEXATION
AGREEMENT WITH SALIDA SCHOOL DISTRICT FOR 627 OAK STREET.**

WHEREAS, Salida School District R-32-J is the owner of certain real property in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently eligible for annexation, lies within the City of Salida Municipal Services Area, and is already serviced by municipal sewer services; and

WHEREAS, the City is capable of providing municipal water service to the Property, and the parties desire to enter into an Amended Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions for the provision of municipal water services by the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Amended Pre-Annexation Agreement by and between the City and Salida School District R-32-J, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 19th day of March, 2024.



[SEAL]
ATTEST:

Kishi Jefferson

 City Clerk/Deputy Clerk

CITY OF SALIDA, COLOADO

By

[Signature]

 Dan Shore, Mayor

EXHIBIT B

**AMENDED, AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT
DISSLIN SUBDIVISION**

THIS AGREEMENT is made and entered into this 19th day of March, 2024, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and Salida School District R-32-J, a Colorado public school district as the owner of the real property described hereafter (hereinafter "Owner");

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is known as 627 OAK STREET, more particularly described on **Exhibit A** (attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the previous pre-annexation agreement, the AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT DISSLIN SUBDIVISION dated October 3rd, 2012, reception #402776, allowed the then owner connection to the City's sewer system but required the Property to be annexed prior to requesting municipal water service; and

WHEREAS, the Property is currently eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain municipal water services in order to construct an addition to the school building currently on the Property, and wishes for that addition to be completed prior to the start of the 2024-25 school year; and

WHEREAS, following the timeline required by State Statute for annexation of properties, it may not be possible for an annexation to be effective in time to then obtain municipal water services after annexation and complete the construction of an addition prior to the start of the 2024-25 school year; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City; and

WHEREAS, "Owner" shall be defined in this Agreement to include Salida School District R-32-J, as well as their successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Agreement, until terminated upon Annexation of the Property.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Services to be Provided. The City shall allow connection to municipal water service on the Property prior to annexation subject to the following being completed prior to connection to municipal water service, or as specified below:

- a. Owner shall submit a complete application for annexation and zoning to the City by May 1, 2024, unless the City approves an extension in writing. The annexation plat submitted shall dedicate sufficient Scott Street right-of-way to align with the westerly side of the Scott Street right-of-way to the north of the Property, and to the south of the Property across Illinois Avenue.
- b. Site Improvements. The following are required as additional consideration for connecting the Property to municipal water:
 - i. Illinois Avenue and Scott Street: The Owner shall pay a fee-in-lieu (FIL) of constructing required site improvements fronting the Property along Illinois Avenue and along Scott Street, including construction of sidewalks, in the amount of Twenty Six Thousand One Hundred Twenty Five Dollars (\$26,125.00). The FIL shall be paid to the City prior to allowing connection to municipal water services.
 - ii. Oak Street: Owner shall pay a fee-in-lieu (FIL) of providing the required Oak Street streetscape improvements including sidewalk, curb, and gutter in the amount of Thirty Eight Thousand Two Hundred Seventy Five Dollars (\$38,275.00) The FIL shall be paid to the City prior to allowing connection to municipal water services.
 - iii. Trees: Owners shall pay a fee-in-lieu (FIL) of landscaping standards of Nine Thousand Dollars (\$9,000.00) prior to allowing connection to municipal water services. The Parties acknowledge and agree that the FIL amount is based on the reduced requirement of Thirty (30) trees multiplied by Three Hundred Dollars (\$300.00) per tree. The City shall reimburse the Owner at the rate of Three Hundred Dollars (\$300.00) for every tree (up to 30 trees) that are alive, healthy and adequately irrigated during the next planting season subsequent to site improvements.
- c. Prior to connection to municipal water service, the Owner shall:
 - i. Provide an engineering drainage report for the entire Property that meets City requirements and is approved by the Public Works Director.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner. Prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described. Notwithstanding anything to the contrary in this Agreement, the City acknowledges and agrees that to the extent Salida School District R-32-J develops the Property, it is subject to and shall comply with C.R.S. 22-32-124. City further acknowledges and agree that to the extent said statute conflicts with any City ordinances or resolutions now in existence, and as may be adopted or

changed from time to time, C.R.S. 22-32-124 shall control with respect to the District, other than the terms agreed upon by the Parties in this Agreement.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation no later than May 1, 2024.

5. Existing Uses. The structure on the Property is currently used as a school and school district offices. It is within unincorporated Chaffee County and the Owner intends to continue to use it for these purposes.

6. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

7. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement.

8. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

9. Recording; Benefit; Fees. The City shall record this Agreement upon execution with the Chaffee County Clerk and Recorder. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder). This Pre-Annexation Agreement shall run with the land, and shall obligate, be binding upon and shall inure to the benefit of the Parties and up and to their respective successors, grantees and assigns, until terminated upon Annexation of the Property.

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

[Signatures appear on next page]

