



## CITY COUNCIL ACTION FORM

<b>Department</b> Community Development	<b>Presented by</b> Kristi Jefferson - Planner	<b>Date</b> October 19, 2021
--	---	---------------------------------

### ITEM

Resolution 2021-35 – Approving a Pre-Annexation Agreement with Lundberg and Son Properties LLC, represented by Karen Lundberg, for the property at 601 Scott Street.

### REQUEST / BACKGROUND

The subject parcel is in Chaffee County and consists of approximately .26 acres which includes a single-family residence. Currently, this property is not contiguous with the municipal boundary and not eligible for annexation. The site is zoned RES (Residential Zone District) in Chaffee County. The single-family dwelling is currently connected to the City's sewer system and is required to connect to the City's water system because of a failing well. Per state statute this property is required to connect to municipal services when well or septic



systems fail and services are within 400' of the property. A new water main is currently being constructed in Scott Street adjacent the 601



## CITY COUNCIL ACTION FORM

Department	Presented by	Date
Community Development	Kristi Jefferson - Planner	October 19, 2021

Scott Street property. The applicant will pay the system development fees and connect to the City's water service once the construction of the new water main is complete.

### **DISCUSSION**

This property is located in the Municipal Services Area. The City of Salida and Chaffee County entered into an intergovernmental agreement (IGA) in 2010 which puts in place the process for development within the Municipal Services Area (MSA). The MSA are unincorporated areas adjacent to our municipal border that could be served by our utilities. Currently, the owner does not have development plans for the property.

Section 4.4 of the IGA states that when a project in the Municipal Services Area will not be immediately annexed, it will receive joint review, and approval by Chaffee County, subject to some or all of the city development standards as agreed upon in a pre-annexation agreement.

Under the terms of pre-annexation agreement, the owner will be allowed to connect to City water services at in City rates. Terms of the annexation agreement are such that if this property becomes eligible for annexation, the owner agrees to file an annexation petition within 60 days.

### **FISCAL NOTE**

The property will not require services while in the County, other than water services and the applicant will pay the appropriate system development fees for the connection to municipal water.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve the pre-annexation agreement with Lundberg and Son Properties, LLC.

### **SUGGESTED MOTION**

A Council person should make the motion to "Approve Resolution No. 2021-35 approving the pre-annexation agreement with Lundberg and Son, LLC for 601 Scott Street."



**CITY COUNCIL ACTION FORM**

<b>Department</b>	<b>Presented by</b>	<b>Date</b>
<b>Community Development</b>	<b>Kristi Jefferson - Planner</b>	<b>October 19, 2021</b>

**Attachments:**

**Resolution 2021-35**

**Exhibit A**

**Exhibit B - Lundberg Pre-Annexation agreement**

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 35  
(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO  
AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH  
LUNDBERG AND SON PROPERTIES, LLC (KAREN LUNDBERG) FOR 601 SCOTT  
STREET.**

WHEREAS, Lundberg and Son Properties, LLC, represented by Karen Lundberg, are the owners 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 not currently eligible for annexation but lies within the City of Salida Municipal Services Area; and

WHEREAS, the City is capable of providing municipal services to the Property, and the parties desire to enter into a Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the future extension of 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 Pre-Annexation Agreement by and between the City and Lundberg and Son Properties, LLC, 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 19<sup>th</sup> day of October, 2021.

CITY OF SALIDA, COLOADO

By

\_\_\_\_\_  
Mayor PT Wood

[SEAL]  
ATTEST:

\_\_\_\_\_  
City Clerk/Deputy Clerk



**EXHIBIT A**

All of Lot No. 3; and

Part of Lot No. 2

**PEEL'S SUBDIVISION**

Situated in the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW ¼) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, said Part of

Lot No. 2 described as follows:

Commencing at the Northwest corner of Lot No. 2;

Thence Southerly along the Westerly line of said Lot, a distance of 34 feet;

Thence Easterly and parallel with the Northerly line of said Lot, a distance of 138 feet to the Easterly line of said subdivision;

Thence Northerly 34 feet;

Thence Westerly and along the Northerly line of said Lot, a distance of 138 feet to the point of beginning.

Chaffee County, Colorado

Also known by street address as: 601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

## EXHIBIT B

### **Pre-Annexation Agreement 601 Scott Street**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and LUNDBERG AND SON PROPERTIES, LLC, represented by Karen Lundberg, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located 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 not eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service; 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.

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 Owner is currently connected to the City's municipal sewer system. City water services are adjacent to the Property and the City agrees to provide Owner with municipal water services to the Property for residential uses at in-City rates.

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. Owner will be required to pay a portion of the water main extension agreement being completed by Harder-Diesslin.

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.

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 prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees

that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code. The Owner also agrees to annex into the City, should there be any further development, construction or subdivision of the property and agrees to the required Inclusionary Housing, Open Space and Fair Contributions for Public School Sites.

6. Existing Uses. The Property is currently zoned residential within unincorporated Chaffee County and the Owner intends to continue to use it for that purpose.

7. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

8. 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.

9. 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 or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

10. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

11. 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.



