



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 16, 2024

### **ITEM**

Approval of Resolution 2024-10. Approval of Development Improvement Agreement (DIA) for the property located at 1030 Illinois Avenue.

### **BACKGROUND**

On December 19, 2023, City Council approved the 1030 Illinois Avenue Pre-annexation Agreement for the 1/2-acre property. The applicant, Just off the River, Inc. has submitted plans for the construction of the required sewer main extension.

The development improvement agreement sets forth the requirements for the applicant to complete the public improvements, which include extension of the sewer main, and the subsequent dedication to the City.

**FISCAL NOTE:** There are no budget implications with the approval of the agreement.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve the Development Improvement Agreement for 1030 Illinois Avenue.

### **SUGGESTED MOTION**

A Council person should make the motion to "Approve Resolution 2024-10 to approve the proposed Development Improvement Agreement for 1030 Illinois Avenue."

Attachments:

Resolution 2024-10

Development Improvement Agreement for 1030 Illinois Avenue

Development Improvement Agreement Exhibits A-D

Recorded 1030 Illinois Avenue Pre-annexation agreement

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 10**  
**(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR 1030 ILLINOIS AVENUE.**

**WHEREAS**, the property owner, Just off the River, Inc. (“Developer”) received approval for a pre-annexation agreement on December 19, 2023 as recorded at Reception No. 491241 of the Chaffee County Recorder's Office, Chaffee County, Colorado; and;

**WHEREAS**, the ("Property") is being developed in accordance with the Salida Municipal Code; and

**WHEREAS**, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”), the City and the Developer wish to enter into a Development Improvement Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

**WHEREAS**, the City Council therefore now wishes to approve and execute a Development Agreement with Developer for 1030 Illinois Avenue; and

**WHEREAS**, upon such approval, city staff shall be permitted to correct non-substantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Salida that:

The Development Improvement Agreement for 1030 Illinois Avenue is hereby approved and incorporated herein as “Exhibit A”.

**RESOLVED, APPROVED AND ADOPTED on this 16<sup>th</sup> day of January, 2024.**

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Dan Shore, Mayor

[SEAL] ATTEST:

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

## EXHIBIT A

A tract of land in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian N.M.P.M., being described as follows:

Commencing in the NW Corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 4; thence South 579 feet, thence East 189 feet to the point of beginning of the tract herein described;

thence East 90 feet; thence North 84 feet; thence East 243.7 feet; thence South 153 feet; thence West 333.7 feet; thence North 69 feet to the point of beginning.

### EXCEPTING

A tract of land in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being described as follows, Commencing at the Northwest corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 4; thence South 579 feet; thence East 279 feet; thence North 84 feet and thence East 106.0 feet to the point of beginning of the tract herein described; thence continuing East 137.7 feet; thence South 153 feet; thence West 137.7 feet; thence North 153 feet to the point of beginning.

### BEING MORE CORRECTLY DESCRIBED AS FOLLOWS,

A tract of land in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being more particularly described as follows,

Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 4; thence South 00°04'03" East along the west boundary of said NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  a distance of 579.0 feet; thence South 89°47' East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 335781) a distance of 189.0 feet to the point of beginning; thence proceeding around said tract, South 89°47' East 90.0 feet; thence North 00°04'03" West parallel with the said west boundary of the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  a distance of 84.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South 89°47' East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 335781); thence South 00°23' West along the westerly most boundary of said Cooper Tract, 162.99 feet to an axle on the north boundary of a lane conveyed to Chaffee County in Book 286 at page 185; thence North 89°35'21" West along the north boundary of said lane, 195.59 feet; thence North 00°04'03" West parallel with the said west boundary of the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  a distance of 78.33 feet to the point of beginning.

Also known by street address as: 1030 Illinois Avenue, Salida, CO 81201

And assessor's schedule or parcel number: 380704300009

H&T Construction LLC  
 11845 C.R 140  
 Salida Co 81201



Gabe Barnard  
 Sewer Line Install

## BID

**Bid #** 0000253

**Bid Date** 10/10/2023

Item	Description	Unit Price	Quantity	Amount
Service	Mob all equipment	800.00	1.00	800.00
Service	Install 400' of sewer main. This includes bedding material and final dirt grade with road base. All labor and material included	31567.00	1.00	31,567.00
Service	Pipe material from Ferguson	6326.33	1.00	6,326.33
Product	Manhole per specs	3687.10	1.00	3,687.10
<b>Subtotal</b>				42,380.43
<b>Total</b>				42,380.43
<b>Amount Paid</b>				0.00
<b>Bid</b>				\$42,380.43

H&T Construction  
11845 Cr 140 Salida, CO 81201  
01/04/2024

EXHIBIT C

Maggie Barnard  
1030 Illinois Ave

H&T Construction will start this project in July of 2024. We believe it will take 2 weeks to complete.

Thanks

Joey

## **Open Records Policy – EXHIBIT D**

### Fee Schedule

Charges must be paid before service is provided.

The City does not allow payment terms on copies or other services in conjunction with open records requests.

The Open Records Act allows \$.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate paid to the employee conducting the research, cost of the physical medium of the document (e.g., tape or diskette) and the cost of retrieving the document from off-site storage for inspection.

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour: \$33.58

City Maps \$5/ black & white ink, paper 24" x 36"

\$10/colored ink, paper 24" x 36"

The Department responsible for the record shall provide it to the Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.

**\*491241\***

491241  
1 of 6

1/8/2024 11:51 AM  
RESC R\$38.00 D\$0.00

Lori A Mitchell  
Chaffee County Clerk

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 56  
(Series of 2023)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO  
AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH  
JUST OFF THE RIVER INC (MAGGIE GALLEN BARNARD) FOR 1030 ILLINOIS  
AVENUE.**

WHEREAS, Just off the River Inc, represented by Maggie Gallen Barnard, 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:

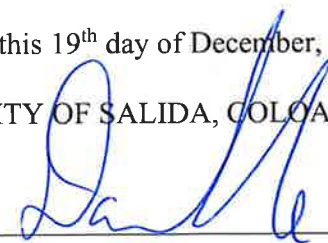
1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Pre-Annexation Agreement by and between the City and Just off the River Inc, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of December, 2023.



CITY OF SALIDA, COLOADO

By

  
\_\_\_\_\_  
Dan Shore, Mayor

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

**EXHIBIT A  
PRE-ANNEXATION AGREEMENT  
1030 ILLINOIS AVENUE**

THIS AGREEMENT is made and entered into this 17th day of December, 2023, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and Just off the River Inc, represented by Maggie Gallen Barnard, 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 more particularly described on **Exhibit B** 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 sewer services hereinafter described from the City at such time, and the City is capable of providing such service;

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 Maggie Gallen Barnard, as well as their successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Pre-Annexation 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 Owner is not connected to the City's municipal water or sewer systems. The owner desires to connect to the City's wastewater system and is required to provide engineered drawings and extend the sewer main the full length of the property pursuant to Salida Municipal Code Sec. 16-8-50. Additionally, a development improvement agreement (DIA) between the Owner and the City for the sewer main extension will be required. City agrees to provide Owner with municipal sewer services to the Property for residential uses at in-City rates.

The owner has requested a variance for connection to the City's water main to build a single-family residence. The water main is approximately 185 feet from the Property, is cost prohibitive for a single-family residence, and is not recommended by the City Public Works Department until looping of mains can be completed with future development.



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 including, but not limited to, sewer main and service line extensions within the right-of-way of Illinois Avenue for the length of the Property, approximately 330 feet, and termination of the sewer at a manhole per City standards. At or 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.

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. When eligible, the Owner also agrees to annex into the City, should there be any further or future development, construction or subdivision of the Property, other than replacing the single-family residence within its current footprint, and the Owner further agrees to all applicable 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.

12. 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.



ATTEST:

Evin Kelley  
City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO

By

[Signature]  
Dan Shore, Mayor

\*491241\*

491241  
5 of 6

1/8/2024 11:51 AM  
RESC R\$38.00 D\$0.00

Lori A Mitchell  
Chaffee County Clerk

Maggie Gallen Barnard  
Just off the River Inc.  
Maggie Gallen Barnard

STATE OF Colorado )  
  ) ss.  
COUNTY OF Chaffee )

Acknowledged, subscribed, and sworn to before me this 7<sup>th</sup> day of January, 2024, by  
Maggie Gallen Barnard, as Manager of Just off the River Inc.

WITNESS my hand and official seal.

My Commission expires: April 15, 2025.

Kristi A. Jefferson  
Notary Public

**KRISTI A. JEFFERSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094011745  
MY COMMISSION EXPIRES APRIL 15, 2025**

**EXHIBIT B**

A tract of land in the Northwest ¼ of the Northeast ¼ of the Southwest ¼ of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian N.M.P.M., being described as follows:

Commencing in the NW Corner of the NE ¼ of the SW ¼ of said Section 4; thence South 579 feet, thence East 189 feet to the point of beginning of the tract herein described;

thence East 90 feet; thence North 84 feet; thence East 243.7 feet; thence South 153 feet; thence West 333.7 feet; thence North 69 feet to the point of beginning.

**EXCEPTING**

A tract of land in the NW ¼ of the NE ¼ of the SW ¼ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being described as follows, Commencing at the Northwest corner of the NE ¼ of the SW ¼ of said Section 4; thence South 579 feet; thence East 279 feet; thence North 84 feet and thence East 106.0 feet to the point of beginning of the tract herein described; thence continuing East 137.7 feet; thence South 153 feet; thence West 137.7 feet; thence North 153 feet to the point of beginning.

**BEING MORE CORRECTLY DESCRIBED AS FOLLOWS,**

A tract of land in the Northwest ¼ of the Northeast ¼ of the Southwest ¼ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being more particularly described as follows,

Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE ¼ of the SW ¼ of Section 4; thence South 00°04'03" East along the west boundary of said NE ¼ SW ¼ a distance of 579.0 feet; thence South 89°47' East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 335781) a distance of 189.0 feet to the point of beginning; thence proceeding around said tract, South 89°47' East 90.0 feet; thence North 00°04'03" West parallel with the said west boundary of the NE ¼ SW ¼ a distance of 84.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South 89°47' East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 335781); thence South 00°23' West along the westerly most boundary of said Cooper Tract, 162.99 feet to an axle on the north boundary of a lane conveyed to Chaffee County in Book 286 at page 185; thence North 89°35'21" West along the north boundary of said lane, 195.59 feet; thence North 00°04'03" West parallel with the said west boundary of the NE ¼ SW ¼ a distance of 78.33 feet to the point of beginning.

Also known by street address as: 1030 Illinois Avenue, Salida, CO 81201  
And assessor's schedule or parcel number: 380704300009