



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date September 21, 2021
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ITEM

Approval of Memorandum of Understanding with the Salida School District R-32-J for Scott Street Right-of-Way

BACKGROUND

As part of the City's diligence for acquisition of 611 Oak Street, it came to the City's attention that the seller of the adjacent future Salida School District property, John Diesslin, authorized the dedication of a portion of the property to either the City of Salida or the Chaffee County BOCC to be used as right-of-way for Scott Street. The holder of the authorization, Rusty Granzella, was solely authorized for this transaction; however, the City still sees a need to dedicate the right-of-way for future roadway and utility purposes. Rather than have Mr. Granzella and Mr. Diesslin execute this agreement, both the City and School District have agreed by this Memorandum of Understanding to meet and confer about the appropriate time and process to have this future right-of-way dedicated to the City by the School District. This allows for the School District to close on Mr. Diesslin's property, and the City to close on Mr. Granzella's property, with no additional processes to sort through. The language in the attached MOU has been reviewed and approved by the City Attorney.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Memorandum of Understanding with the Salida School District R-32-J for the right-of-way for Scott Street.

SUGGESTED MOTION

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a roll call vote.

MEMORNDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made with an effective date of September 17, 2021, by and between the CITY OF SALIDA, a municipal corporation and political subdivision of the state of Colorado (the “City”), and the SALIDA SCHOOL DISTRICT R-32-J, a Colorado public school district and political subdivision of the state of Colorado (the “School District”).

RECITALS

WHEREAS, the School District has contracted to purchase the parcel of real property depicted and described on the preliminary plat attached hereto as Exhibit “A” (the “Property”), which purchase is scheduled to close on September 23, 2021; and

WHEREAS, the Property is currently located outside the municipal boundaries of the City; and

WHEREAS, by Power of Attorney recorded with the Chaffee County Clerk and Recorder on December 11, 2003, with Reception No. 340556 (the “POA,” attached hereto as Exhibit “B”), the seller of the Property, John D. Diesslin (the “Seller”), authorized the dedication of a portion of the Property to either the City of Salida or the Board of County Commissioners of Chaffee County for a part of the Scott Street right of way; and

WHEREAS, the portion to be so dedicated is marked on Exhibit A in yellow and further indicated by the legend: “AREA TO BE DEDICATED FOR SCOTT STREET RIGHT-OF-WAY 3243.6 SQ. FT. 0.07 Acres” (hereinafter referred to as the “Street Area”); and

WHEREAS, the City is in the process of annexing the parcel of real property which adjoins Scott Street on the East, and wishes to have the Street Area included in such annexation; and

WHEREAS, The governing bodies of the City and the School District (collectively, the “Parties”) have determined that it is mutually beneficial to provide and dedicate the Street Area to the City at an appropriate future time; and

WHEREAS, upon information and belief the Seller does not object to the dedication of the Street Area to the City rather than to Chaffee County.

NOW, THEREFORE, the Parties set forth and memorialize their mutual understandings as follows:

1. Dedication of Steet Area. After the closing on the School District's purchase of the Property, the Parties will meet and confer concerning the appropriate time and process for dedication of the Street Area to the City by the School District. It is the Parties' intention to reasonably cooperate each with the other in the completion of such dedication in a manner and at a time that is mutually convenient and beneficial.

2. Revocation of POA. The Parties agree it is unnecessary for the Seller's agent under the POA to carry out the dedication of the Street Area to Chaffee County or the City of Salida; therefore, the School District will request the Seller to revoke the POA upon, and only after, both Parties' execution of this MOU.

2. Recording of this MOU. When this MOU has been executed by both Parties, the City will record the same in the real estate records in the office of the Chaffee County Clerk and Recorder and will provide a copy of the recorded MOU to the School District showing the recording data.

3. No Third-Party Beneficiaries. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

4. No Personal Liability of Elected Officials and Officers. No individual who is either a director, councilperson, and/or officer of the School District or the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance based upon any of the understandings of the Parties hereunder.

5. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single MOU. For purposes of recording, if executed in counterpart the only duplicate pages submitted for recording shall be the page upon which the signatures appear.

6. Term. This MOU shall remain in effect until such time as the dedication of the Street Area to the City is completed, or until this MOU is cancelled by mutual written agreement of the Parties.

7. Entire Understanding. This MOU contains the entire understanding between the Parties with respect to the matters set forth herein, and all prior agreements or understandings with respect to the subject matter hereof are deemed merged herein.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the day and year written above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF SALIDA


ATTEST

By: _____
Mayor

By: _____
City Clerk

SALIDA SCHOOL DISTRICT R-32-J

ATTEST

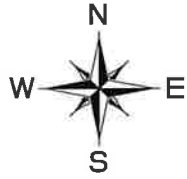
By:  _____
President, Board of Education

By:  _____ 9/15/21
Secretary

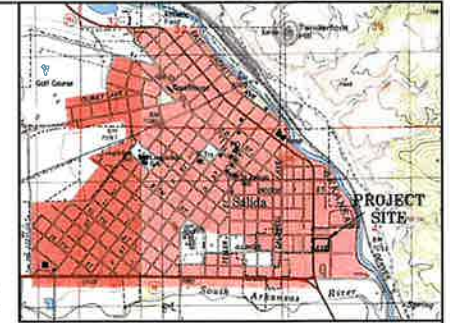
Exhibit A

DISSLIN ANNEXATION PLAT

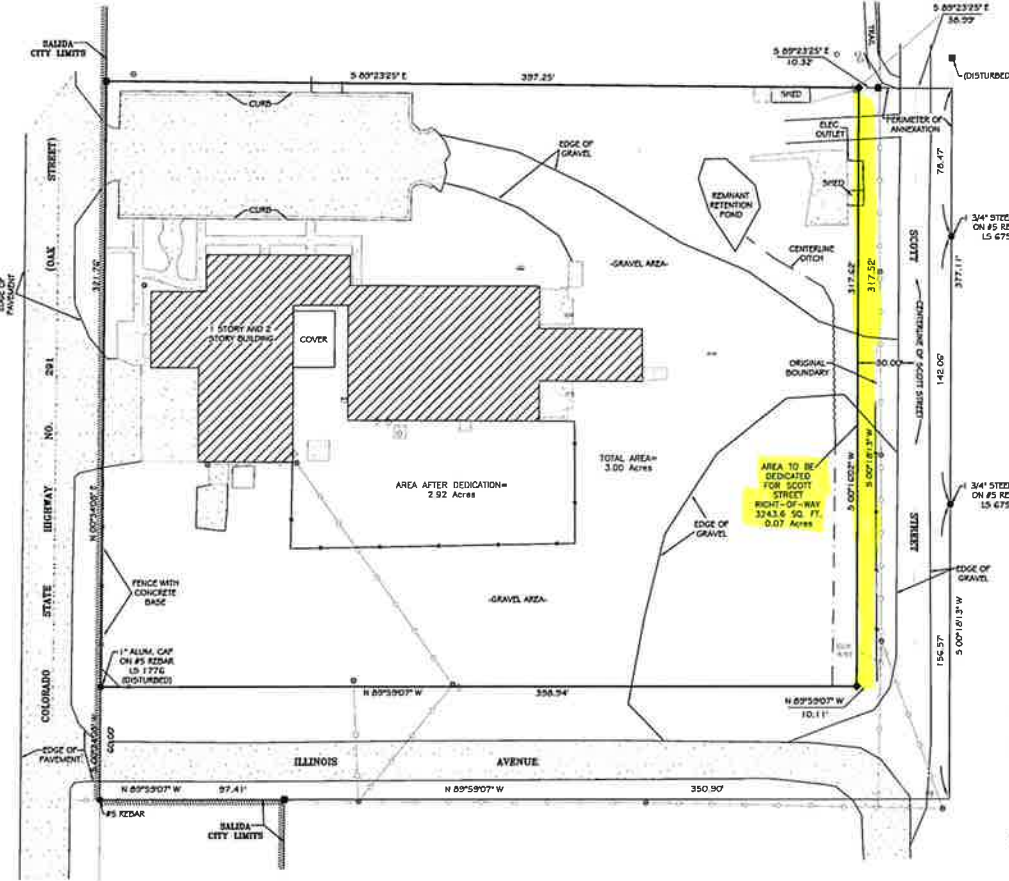
LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO



SCALE
1" = 30'



VICINITY MAP
NOT TO SCALE



CERTIFICATION OF TITLE

I, _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREIN DESCRIBED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE NEEDED IN JOHN D. DISSLIN, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS ____ DAY OF _____, 2019.

TITLE AGENT

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALUDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY JOHN D. DISSLIN, AN OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 20____ DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1), C.R.S.; AND WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 20____ AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 20____) DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTIONS 31-12-107 AND 108, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON _____, 20____ THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 20____) APPROVING AND ANNEXING DISSLIN ANNEXATION. NOW, THEREFORE, THE CITY COUNCIL OF SALUDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE DISSLIN ANNEXATION AS DESCRIBED HEREIN, TO WIT:

LEGAL DESCRIPTION OF THE FERMETER:
A TRACT OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST BOUNDARY OF STATE HIGHWAY NO. 291 AND ON THE NORTH SIDE OF COUNTY ROAD (BEING AN EXTENSION OF ILLINOIS AVENUE OF SALUDA, COLORADO) FROM WHENCE THE SOUTHEAST CORNER (8885 CAP) OF SAID SECTION 4 BEARS SOUTH 63°36'1\"/>

SIGNED THIS ____ DAY OF _____, 2019

MAYOR OF THE CITY OF SALUDA

LEGEND

- FOUND MONUMENT AS NOTED
- ◆ SET 1 1/4\"/>

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTH LINE OF SUBJECT PROPERTY BETWEEN TWO 1 1/4\"/>

CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT JOHN D. DISSLIN IS THE OWNER OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPT PUBLIC STREETS, THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALUDA, COLORADO.

EXECUTED THIS ____ DAY OF _____, 2019.

OWNERS:

JOHN D. DISSLIN

COUNTY OF CHAFFEE)
STATE OF COLORADO)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF 2019, BY JOHN D. DISSLIN, WITNESS MY HAND AND SEAL.
MY COMMISSION EXPIRES _____
NOTIARY PUBLIC

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHERER, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHERER
COLORADO P.L.S. 37937



CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M. ON THIS ____ DAY OF _____, 2019 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

PLANNING COMMISSION APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALUDA PLANNING COMMISSION THIS ____ DAY OF _____, 2019.

CHAIRPERSON OF PLANNING COMMISSION OF THE CITY OF SALUDA

REVISED:	DISSLIN ANNEXATION PLAT
	LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO
JOB # 13169	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALUDA, CO 81201 PH 719.338.6071 FAX 719.338.6081
DATE: AUGUST 23, 2019	
SHEET 1 OF 1	

Exhibit B

CHAFFEE COUNTY, SALIDA CO REC \$11.00
JOYCE M. RENO, COUNTY CLERK AND RECORDER

12/11/2003 RECPT-340556
12:20:00PM 1 OF 2

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, John D. Diesslin, whose address is 11 Silver Spruce Drive, Salida, Colorado 81201, have made, constituted and appointed and by these presents do make, constitute and appoint Russell R. Granzella of Salida, Colorado true and lawful attorney for me and in my name, place and stead for the sole and only purpose of dedicating the following described real property which I own to the public for the purpose of a public roadway or right-of-way or to the City of Salida or Board of County Commissioners of Chaffee County for said purpose, said real property being:

A tract of land in the North Half of the Southwest Quarter (N 1/2 SW 1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the east boundary of State Highway no. 291 and on the north side of a county road (being an extension of Illinois Avenue of Salida, Colorado) from whence the Southeast corner (brass cap) of said Section 4 bears South 63°36.1' East 4757 feet;

thence proceeding North 00°05' East 322.0 feet along said highway boundary;

thence proceeding South 89°38' East 383.50 feet to the point of beginning of the tract herein described;

thence proceeding South 89°38' East 25 feet;

thence proceeding South 00°16' East 318 feet;

thence proceeding South 89°48' West 25 feet;

thence proceeding North 00°16' West 318 feet, more or less, to the point of beginning.

This legal description prepared by Alan L. Sulzenfuss based upon legal description contained in warranty deed from Fred Lowry to Russell R. Granzella and Tangie J. Granzella recorded 11 July 2003 under Reception no. 336499.

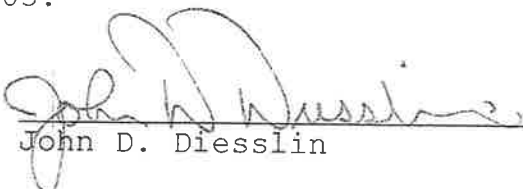
And I expressly grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present. And I hereby ratify and confirm all that my said attorney-in-fact or his substitute shall lawfully do or cause to be done by virtue hereof.

And I acknowledge that I have been paid good and sufficient consideration for the authority granted hereby which shall be a power coupled with an interest which I may not cancel without the consent of my said attorney-in-fact.

I further will and direct that the authority granted hereby shall become a lien and encumbrance upon the real property herein described.

The authority granted hereby shall terminate twenty (20) years after the date hereof unless sooner terminated by agreement of the parties.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10 day of DEC., 2003.


John D. Diesslin

CHAFFEE COUNTY, SALIDA CO REC \$11.00
JOYCE M. RENO, COUNTY CLERK AND RECORDER

12/11/2003 RECPT-340556
12:20:00PM 2 OF 2

STATE OF COLORADO)
) ss.
County of Chaffee)

The foregoing instrument was acknowledged before me this
10th day of December 2003 by John D. Diesslin.

WITNESS my hand and official seal.

My commission expires: 3/6/07



Cynthia A. Dikins
Notary Public

Return to:

Chaffee County Closing Corp
Box 1006
Salida, CO 81201-1006