The City of Durango encourages the participation of all its citizens in its public meetings. If an accommodation is needed, please contact the City of Durango ADA Coordinator at (970) 375-5005.

MISSION
The City of Durango and our employees provide efficient city services, effectively maintain city assets and manage growth, are accountable, ethical and fiscally responsible, and collaborate with regional partners to improve the quality of life for our entire community.

VISION
Durango is an authentic, diverse, multigenerational, and thriving community. Our residents value and enjoy our unique natural environment and benefit from the management of our city’s resources in a fiscally responsible, environmental, and socially sustainable manner.

VALUES
- Teamwork
- Dependability
- Professionalism
- Service
- Respect
- Innovation
- Well-Being

STRATEGIC GOALS
- Affordability & Economic Opportunity (AEO)
- Diversity, Equity, Inclusion (DEI)
- Effective Infrastructure Network (EIN)
- Enhanced Livability & Sense of Place (ELSP)
- Environmental Sustainability & Resilience (ESR)
- Financial Excellence & High Performing Government (FE)
- Engaged & Collaborative Governance (ECG)
1. CALL TO ORDER AND ROLL CALL 5:30 PM

2. INTRODUCTION OF TRANSLATOR

3. OPENING REMARKS BY MAYOR AND COUNCIL - Information Only 5:45 PM

4. PRESENTATIONS/PROCLAMATIONS - Information Only 6:00 PM
   4.1. City Clerk Presentation

5. CITY MANAGER UPDATES - Information Only 6:15 PM
   5.1. Community Engagement July Update
   5.2. Southwest Conservation Corps Climbing Stewardship Project Update

6. COMMITTEE, BOARD AND LIAISON REPORTS - Information Only 6:40 PM

7. PUBLIC COMMENT ON AGENDA ITEMS ONLY (Items 8, 9, 10) 6:45 PM

8. CONSENT AGENDA - Action Items without discussion 7:00 PM
   8.1. Approval of Meeting Minutes
      8.1.1. Approval of Minutes City Council Regular Meeting July 5, 2023
      8.1.2. Approval of Minutes City Council Special Meeting July 18, 2023
   8.2. Final Reading of Ordinances
      8.2.1. Final Reading of Ordinance O-2023-0012 Amending, In Pertinent Part, the Durango Code of Ordinances Chapter 2-Administration-Article VII-Code of Conduct and Code of Ethics-Section 2-201-Definitions Submitted by City Attorney Mark Morgan
      8.2.2. Final Reading of Ordinance O-2023-0013 Authorizing a Contract to Exchange Real Estate of 1235 Camino Del Rio and 201 E. 12th Street, Including 215 E. 12th Street, Between the Durango Fire Protection District and the City of Durango
8.3. Adoption of Resolution(s) by Consent

8.3.1. Discussion and Possible Action Concerning Possible Approval of a Resolution to Amend the 2023 Budget for the Purpose of Allocating the Lodgers’ Tax: Arts and Culture Revenue Overage - AEO, ELSP, DEI

8.3.2. Discussion and Possible Action Concerning an Approval of a Resolution Authorizing Support for the Department of Local Affairs (DOLA) HB22-1304 Strong Communities Grant Program - AEO

8.3.3. Discussion & Possible Action to Approve a Resolution Authorizing the City Manager to Enter Into a Right of Entry Agreement for the Big Picture High School
215 E. 12th Street Durango Colorado

8.3.4. Discussion and Possible Action Concerning a Resolution Accepting the Durango Mesa Addition Annexation Petitions and Setting a Public Hearing for the Annexation and Initial Zoning (September 5, 2023) - ELSP, AEO

8.4. Approval of Other Administrative Items

9. ITEMS PULLED FROM THE CONSENT AGENDA - Action Item with discussion

10. RESOLUTIONS - CONSIDERATION OF ADOPTION - Action Items with discussion

11. FIRST READING OF ORDINANCES - CONSIDERATION OF ADOPTION AND PUBLIC HEARING - Action items with discussion 7:20 PM

11.1. Proposed Ordinance Amending in Pertinent Part, the Durango Code of Ordinances Chapter 4 - Animas - Article I - In General - By Adding Section 4-15 - Sale of Cats and Dogs; Prohibited
Submitted by Councilor Bosmans

11.2. Proposed Ordinance Repealing Chapter 5, Article VIII, Durango Local Licensing Authority and Amending Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Durango for the Purposes of Enacting the City Clerk’s Office as the Local Licensing Authority and Declaring an Effective Date - FE&HPG Submitted by Chief Deputy Clerk Ben Florine

12. PUBLIC COMMENT ON NON-AGENDA ITEMS - No discussion 7:40 PM

13. INTRODUCTION OF ORDINANCES AND REQUEST FOR PUBLIC HEARING - Action Items with limited discussion

13.1. An Ordinance Approving the Annexation and Initial Zoning for the Durango Mesa Addition to the City of Durango and Declaring and Effective Date - ELSP, AEO

14. OTHER NEW BUSINESS - Non-Dispositive with limited discussion - No Items

15. OTHER MATTERS - Non-Dispositive with limited discussion - No items

15.1. Requests for Excused Absences

15.2. Directives

16. ADJOURNMENT 7:50 PM

This meeting is being held in a virtual/In Person format (Durango Resolution R 2022-00017 dated 4/5/2022). Link to the virtual meeting at http://durangogov.org/zoom. If this link fails, please copy and paste into your browser.
The public may view the meeting live on Zoom at durangogov.org/zoom or on YouTube at https://www.youtube.com/@CityofDurango6512. An email link for public comment is located at DurangoGov.org/meetings at the top of the page as well as on the agenda itself under Public Participation. Comments must be submitted no later than noon on the Monday preceding the meeting. Each email should contain the corresponding agenda item in the subject line of the email if there is one. The sender’s full name and address should be included for the record. If comment by email is not possible, comments may also be placed in the drop box located in front of City Hall no later than noon on the Monday preceding the meeting. All written comments will be provided to the Council for review. Written comments may be read into the record and/or attached to the minutes of the meeting at the direction/discretion of Council. Email comments should be directed to: PublicComment@durangogov.org.

Members of the public who wish to provide verbal comments can use the Virtual Meeting Information at the top of this agenda to join the meeting. Please ensure you have the Zoom app installed on your computer or mobile device prior to the meeting (https://zoom.us/download). The mayor will provide additional details during the meeting when public comment is accepted.

This meeting is being held in a virtual/In Person format (Durango Resolution R 2022-00017 dated 4/5/2022). Link to the virtual meeting at http://durangogov.org/zoom. If this link fails, please copy and paste into your browser.
1. **CALL TO ORDER AND ROLL CALL**

Mayor Youssef called the meeting to order at 5:30 p.m.

All of Council were present and in person as follows: Mayor Melissa Youssef, Mayor Pro Tem Jessika Buell, and Councilors Olivier Bosmans, David Woodruff, and Gilda Yazzie.

Present on behalf of City Staff were City Manager José Madrigal, City Clerk Faye Harmer, Public Works Director Allison Baker, Sustainability Manager Marty Pool, and City Attorney Mark Morgan.

2. **INTRODUCTION OF TRANSLATOR**

Diego Pons of CLC (Community Language Cooperative) introduced the translation process.

3. **OPENING REMARKS BY MAYOR AND COUNCIL**

Mayor Pro Tem Buell spoke on the Tour de France bike race and noted that two cyclists who grew up in Durango are in the race, two of only six Americans to enter the 2023 competition.

Councilor Woodruff gave a shout-out to Ellen Babers and her team for facilitating a wonderful week of events for the Fourth of July.

Mayor Youssef commented on the change to the agenda template and reviewed the goals of the new meeting format.

Mayor Youssef thanked Municipal Court staff and the accomplishment of conducting the first jury trial held in Municipal Court in 24 years, which she noted was requested by the defendant. She noted the following individuals: Paula Lierman, Court Administrator Tracy Harwood, Municipal Court Clerk Rita Warfield, Hannah Carpenter, Associate Judge Todd Norvell, and City Clerk Faye Harmer for her oversight and leadership.

Mayor Youssef moved to amend the agenda to move item 17 (Public comment for non-agenda items) to item 16, prior to the executive session. Mayor Pro Tem Buell seconded the motion.

There was no discussion.

A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

4. **PRESENTATIONS/PROCLAMATIONS**

There were no presentations or proclamations.

5. **REQUESTS FOR EXCUSED ABSENCES**

City Attorney Mark Morgan explained that the City Charter states that four unexcused absences from regularly scheduled meetings disqualifies a councilor and creates a vacancy on the Council. He said a vote of Council is required to excuse an absence. He said that placing a request for absence on the agenda allows it to be excused and not create a vacancy. He said there are also City employees that are required to have excused absences, and they would use the same process. He said it is unlikely for many requests to occur, but there is a legislative purpose for placing the item on the agenda.

6. **CITY MANAGER UPOLICE DEPARTMENT**

City Manager Madrigal asked Public Works Director Baker to comment on the water main break on Goeglein Gulch. She said the break occurred in a 30-inch pipeline. She said that, as a main supply from the river to the water treatment plant, the break has drawn down the reservoir on College Mesa, and stage 2 drought restrictions were enacted (voluntary reduction in water use). She said...
staff believes that stage 2 restrictions will be sufficient until the leak can be repaired. She said the line is 10 feet deep and they are currently looking for the leak location, and replacement and repair will proceed as soon as possible. She said more information can be found on the City’s website. She said, if due to unforeseen circumstances, the leak cannot be repaired quickly, it could be necessary to go to Stage 3 water restrictions, which must be issued by the City Manager’s Office. She commented that it was a situation where a backup pipeline from Lake Nighthorse would be very helpful.

Ms. Baker responded to questions from Council. She said current voluntary restrictions, if the leak is repaired by Monday, would allow the reservoir to refill by approximately Thursday of the next week. She said the pump was running for a significant period before the leak was detected. She said that once the pipe is excavated and leak is identified, the reason for the break can be determined. She said the condition of the water supply lines are critical and City staff has been working on determining their condition, starting with the Florida line, because it is the oldest. She reported that traffic access has been maintained during the repair process.

7. PUBLIC COMMENT ON AGENDA ITEMS ONLY (Items 8, 9, 10 and 11)
Sweetie Marbury, City resident and former Mayor, advocating using Lodger’s tax excess to fund the trolley for free through October. She related her personal experience using the trolley in the past when it was less than a dollar or free, and usage by locals, including high school students, was “standing room only.” She said when the fee went to $1, ridership declined. She said free service would be a benefit.

No one spoke virtually.

8. CONSENT AGENDA

8.1 Approval of Meeting Minutes

8.1.1 Approval of Minutes June 6, 2023 City Council Regular Meeting

8.1.2 Approval of Minutes June 20, 2023 City Council Study Session

8.1.3 Approval of Minutes June 20, 2023 City Council Regular Meeting

8.2 Final Reading of Ordinances

8.2.1 Final Reading of Ordinance O 2023 0011 Creating an Open Space Parks Ranger Position and Adding it to the Durango Municipal Code

City Clerk Harmer read the Consent Agenda. No items were removed.

Mayor Pro Tem Buell moved to approve the Consent Agenda. Mayor Youssef seconded the motion. A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

9. ITEMS PULLED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

10. RESOLUTIONS - CONSIDERATION OF ADOPTION - Action Items with discussion

10.1 Discussion and Possible Action Concerning Possible Approval of a Resolution Allocating the 202 Lodgers’ Tax Overage for Sustainable Tourism Marketing

City Manager Madrigal opened the discussion.

Counsel Morgan commented on procedure. He said there is no rule In place that, if a motion fails, it cannot be brought back immediately. He said at the previous meeting, there was a tie, due to the absence of a councilor, and a tie vote results in a failed motion. He said that afterwards there was a motion that passed that tabled the discussion to the present meeting.

Councilor Bosmans moved to approve that part of Resolution R 2023 27 for a budget adjustment to the 2023 appropriations for sustainable tourism marketing going to Visit Durango in the amount of $128,000.

There was discussion regarding the intent of the motion.
City Manager Madrigal said the City does not “have” to spend all the funds, and anything not spent would return to the fund balance.

Councilor Bosmans amended and restated his motion: to approve Resolution R 2023 27 for a budget adjustment for the 2023 appropriations for $128,000 to go to Visit Durango and the remaining amount of $233,000 to remain in the funds for sustainable marketing per the Lodger’s Tax allocation as was voted on.

There was further discussion.

The motion failed for lack of a second.

Mayor Youssef moved to approve Resolution R 2023 27 for a budget adjustment to the 2023 appropriations to reflect an additional allocation of $361,000 of the 2022 Lodgers’ Tax related to sustainable tourism marketing as follows: Sustainability $133,000; Transportation $100,000; and Visit Durango $128,000.

Mayor Youssef clarified that she was following up on Ms. Marbury’s suggestion that a portion of the transportation funds go to extending the free trolley through October. Mayor Pro Tem Buell seconded the motion.

Councilor Woodruff commented that many small businesses that are reliant on Visit Durango to do their marketing for them and on the grant opportunities that Visit Durango provides. He stated his concern that the proposed allocation was not in accord with what the voters passed and would set a precedent.

Councilor Bosmans agreed there were some purposes that did not fit under the criteria of “sustainable marketing” and more applicable to transportation, transit, and equipment, and the resolution veered away from the ballot language. He said he supports most of Visit Durango’s request even though he thought the three uses should be specified for sustainability-related uses. He said the City should honor the vote. He added that he wanted to spend the money wisely and directly for the tourism industry, either now or in the future. He said he could not support the motion.

Councilor Buell stated, that in terms of the ballot language, it says that the 55% goes to sustainability tourism, not to Visit Durango. She said she appreciates what Visit Durango does, and the City has a contract with them. She said that any action taken does not bind future Councils. She agreed that having the free trolley made it easier for people to use the trolley. She said the EV chargers would draw tourists.

Mayor Youssef agreed with the Mayor Pro Tem regarding the ballot language and noted that the present and former City attorneys had opined that the allocations could be used for tourism-related issues. She said she would be disappointed if the City does not fund the EV stations and take advantage of the grant, which would show the City’s commitment to sustainability and environmental stewardship. She noted EV vehicles are becoming more popular and more travelers will use them and look for a destination that provides charging infrastructure. She said transportation is important, and tourists use the transportation, as well as the community.

Councilor Yazzie said that after the last meeting, she researched EV options available in Durango and nearby communities, and she found that there were several more than just the two at the Transit Station. She said she agreed with Councilor Woodruff about being overly zealous in allocating the funds and she did not support funding EV chargers with the funds.

At Councilor Woodruff’s request, Sustainability Manager Marty Pool commented that there were two open grant opportunities and commented on each of them. He said the EV charging grant program would continue, but the amount of the grants could be less and there could be a change in the matching fund requirements. He said the Department of Tourism is a partner in one of grants with the goal of bringing electric charging stations to the state’s scenic byways, and Durango has asked to be an identified location. He said the grant applications are submitted and the application period is closed. He said the first grant would be awarded in August or September and the other would be a longer period because the Federal Government is a partner in the grant program, and he anticipated the award later in the year or early in 2024.

Mr. Bosmans said the money for the matching grants did not need to be allocated in 2024 in his opinion.

The Mayor said she was “leaning on” the opinions of the two City attorneys. She commented that tourism-related issues are multifaceted.

City Clerk Harmer clarified that the motion on the floor was the recommended motion presented by staff, with, additionally, funding for free transit through October.
Councilor Buell made a substitute motion to award Visit Durango $245,500, with the remaining amount to go to transportation to extend free transit. Councilor Yazziee seconded the motion.

Discussion continued.

Councilor Bosmans saw no need to spend the money now as opposed to later and was opposed.

Councilor Yazzie said that the free trolley is good for the environment because people ride it to and from downtown. She also saw signage as important for tourists. She said Visit Durango does good work.

Councilor Woodruff made a substitute motion as follows: he moved to award Visit Durango $245,500 as originally requested with the remaining amount going toward Sustainability for a portion of the matching funds for the EV grant. Mayor Youssef seconded the motion.

There was discussion on Councilor Woodruff’s substitute motion.

Councilor Bosmans and Councilor Yazzie spoke against the motion. Councilor Bosmans wanted to hold off on spending the funds until there was a better plan and sense of cost. Councilor Yazzie did not think EV charging stations met the intent of the ballot language and commented EVs still create pollution. She said she supported the Mayor Pro Tem’s motion without the amendment, and she was comfortable that Visit Durango would spend the money wisely.

Councilor Bosmans suggested amending the motion again, to remove the funding for EV charging stations.

Mayor Youssef said she appreciated Councilor Woodruff’s amended motion and ensuring that funds are set aside for the matching grant and to meet Visit Durango’s request. She said it was a motion that would work, although she would still like to see Transportation added, noting it’s always the first thing to get cut.

Counsel Morgan stated that another substitute motion could be made, but it would require a second motion before discussion. He said, if it failed, the previous motion would return to the floor.

Councilor Bosmans made a substitute motion to appropriate the funds for Visit Durango, with the remaining funds remaining in the fund balance of the Lodgers’ Tax allocation. Councilor Yazziee seconded the motion. A roll vote on Councilor Bosman’s substitute motion was taken, and the motion failed 2-3, with Mayor Youssef, Mayor Pro Tem Buell, and Councilor Woodruff voting against the motion.

Failed: For 2; Against: 3; Abstain: 0; Absent: 0

Counsel Morgan clarified the motion on the floor as follows: to award Visit Durango $245,500 and the balance to the Sustainability Department to fund the EV chargers.

Councilor Woodruff thought the motion was the best compromise.

A roll vote on Councilor Bosman’s substitute motion was taken, and the motion failed 3-2, with Councilor Bosmans and Councilor Yazzie voting against the motion.

Passed: For 3; Against: 2; Abstain: 0; Absent: 0

11. ORDINANCES - CONSIDERATION OF ADOPTION

No items.

12. COMMITTEE, BOARD AND LIAISON REPORTS

Councilor Woodruff reported on his attendance at Creative Economy Commission meeting, where topics review and approval of grant applications for the second round of Lodgers’ Tax funding and community collaboration.

Councilor Yazzie commented on her attendance at a Colorado Municipal League (CML) conference. She said it was informative, noting many communities have needs and problems similar to Durango’s. She noted that she attended workshops on housing the homeless and on attainable/affordable housing.

Mayor Tem Buell also attended the CML meeting, noting that Assistant City Manager Erin Hyder was one of the speakers. She agreed there were many valuable sessions offered on a variety of topics.
13. INTRODUCTION OF ORDINANCES


Counsel Morgan introduced the proposed ordinance, which he noted was generated by the City Attorney’s Office. He said the spirit of the ordinance was to create more public acceptance and confidence in the Ethics Board and the ethics procedures that the City has in place. He said discussion of the proposed ordinance would occur at a later meeting.

Clerk Harmer said the number of the proposed ordinance would be O 2023 12.

Counsel Morgan said the motion would allow the ordinance to move forward to consideration for adoption.

Mayor Pro Tem Buell moved to take O 2023 12 into consideration by Council. Mayor Youssef seconded the motion. A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

14. OTHER NEW BUSINESS - Non Dispositive with limited discussion

14.1. A Request for a Public Hearing to Consider an Ordinance Authorizing a Contract to Exchange Real Estate of 1235 Camino Del Rio and 201 East 12th Street Between the Durango Fire Protection District and the City of Durango (July 18, 2023)

Mayor Youssef moved to set a public hearing at the July 18, 2023, Council meeting to consider an ordinance authorizing a contract to exchange real estate of 1235 Camino Del Rio and 201 East 12th Street between the Durango Fire Protection District and the City of Durango. Mayor Pro Tem Buell seconded the motion.

Counsel Morgan noted the importance of the ordinance and its effect on the community and there would be multiple opportunities for the public to comment prior to a vote.

The City Manager clarified the vote was only for the exchange of real estate.

Counsel Morgan said that discussion would occur at the public hearing and encouraged Council to hold any comment until that time so the public can be fully noticed.

Councilor Bosmans expressed his frustration at not being allowed to comment.

Counsel Morgan responded that the only thing Council was voting on was whether or not to hold a public hearing.

A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

14.2. Discussion and Possible Action to Appoint Two Candidates to the Board of Ethics and Two Candidates to the Design Review Board

Mayor Pro Tem Buell moved to appoint the two applicants who applied to the Board of Ethics. Councilor Bosmans seconded the motion.

Councilor Bosmans stated his support for the motion.

A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

Councilor Yazzie moved to appoint Carolyn Hunter and Connie Gordon to the Design Review Board. Councilor Bosmans seconded the motion.

Councilor Bosmans said he would support the motion.

A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

15. OTHER MATTERS

There was brief discussion on the status of the sculpture project.
Mayor Youssef reminded the public that the City would be sending out a community survey to 3,000 randomly selected candidates requesting input on the livability, City services, and quality of life in Durango.

16. PUBLIC COMMENT ON NON-AGENDA ITEMS (Taken out of order by motion)

Karen Anesi, City resident, speaking on behalf of the Boulevard Neighborhood Association, expressed support for a citizen work/study group to address the ramifications of the proposed roundabout configuration at Florida and East Third Avenue, which fails to address many of the objections that were made at the public meeting in May at the Library. She said her association performed a site walk with the engineers and presented alternate engineering options. She said her association has asked why the City wasn’t planning to use land it already owns to the northwest of the intersection and has received no response from staff. She asked Council to please get involved in the process and not discount the public’s valuable knowledge, even if they are not engineers.

Sweetie Marbury, City resident, spoke on the “Next Step” plan. She proposed creating a working group or a town hall consisting of businesses in the Central Business District and citizens because the “Next Step” impacts everyone in the Central Business District. She said her family owns a main street restaurant and are very concerned about tearing up Main. She said it appeared that Council was moving forward despite the opposition of 75 small business on Main Street. She said small businesses are the backbone of Durango and their voices should be heard. She also asked Council to eliminate lot size requirements in EN1, EN2, and EN3 to accommodate accessory dwelling units as a matter of equality and fairness to all City residents. She spoke against raising the parking meter rates, commenting it would be hard on locals and push more parking out into the neighborhoods. She noted there is no trolley at night and people park where they feel safe. She concluded by voicing opposition to the “Malfunction Junction” and said most attendees at the open house were also against it and felt staff did not listen to their concerns. She asked Council to create a working group for the Florida/Third Avenue intersection, adding she shouldn’t have to be an engineer to participate in a working group.

Nick Anesi, City resident, spoke on behalf of the Boulevard Neighborhood Association property owners that live adjacent to the East Third/Florida intersection. He noted his many communications with City staff regarding the neighbors’ concerns and said those concerns have not been acknowledged and he hoped that would change. He said that he, historically, has sent his communications to a staff member and the City Attorney and those communications were articulated to Council. He invited further instruction as to how to have his communications distributed and acknowledged. He requested his statements be made a part of the record.

The City Attorney responded that Mr. Anesi’s communications and the plan that he proposed were received and communicated to staff at a previous study session and were included in the record.

There was no virtual public participation.

17. EXECUTIVE SESSION 6:45 PM

17.1. Discussion and Possible Action to Convene in Executive Session to Receive Legal Advice on Specific Legal Questions Pursuant to C.R.S. 24-6-402(4)(b) Concerning Litigation Filed by Matt Roane, Specifically Roane v. City of Durango, 2023CV30039, filed in La Plata County District Court

Counselor Yazzie moved to convene into Executive Session to receive legal advice on specific legal questions pursuant to C.R.S. 24-6-402(4)(b) concerning litigation filed by Matt Roane, specifically Roane v. City of Durango, 2023CV30039, filed in La Plata County District Court. Mayor Pro Tem Buell seconded the motion. A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

17.2. Consideration and Possible Action on Mr. Roane’s Offer to Settle Roane v. City of Durango, 2023CV30039, filed in La Plata County District Court

Mayor Pro Tem Buell moved to convene into Executive Session for Consideration and Possible Action on Mr. Roane’s Offer to Settle Roane v. City of Durango, 2023CV30039, filed in La Plata County District Court. Counselor Yazzie seconded the motion. A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0
17.3. Discussion and Possible Action to Convene in Executive Session to Receive Legal Advice on Specific Legal Questions Pursuant to CRS 24-6-402(4)(b) Concerning Litigation Involving Matt Roane Specifically Roane v City of Durango et al v Matt Roane 2023CV30034, filed in La Plata County District Court

Mayor Pro Tem Buell moved to convene into Executive Session to receive legal advice on specific legal questions pursuant to CRS 24-6-402(4)(b) concerning litigation involving Matt Roane specifically Roane v City of Durango et al. v Matt Roane 2023CV30034, filed in La Plata County District Court. Councilor Woodruff seconded the motion. A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

17.4. Consideration and Possible Action on Mr. Roane’s Offer to Settle City of Durango, et al. v. Matt Roane, 2023CV30034, filed in La Plata County District Court

Mayor Pro Tem Buell moved to convene into Executive Session for consideration and possible action on Mr. Roane’s Offer to Settle City of Durango, et al. v. Matt Roane, 2023CV30034, filed in La Plata County District Court. Mayor Youssef seconded the motion. A roll call vote was taken, and the motion passed unanimously.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

Executive Session convened at 7:18 p.m.

Council reconvened at 8:17 p.m.

Mayor Youssef stated for the record that those present at the Executive Session were Olivier Bosmans, Dave Woodruff, Jessika Buell, Gilda Yazzie, Melissa Youssef, Nick Poppe, Mark Morgan, Erin Hyder, and José Madrigal.

For the record, Mayor Youssef stated that Council met in executive session for discussion and possible action to convene in Executive Session to receive legal advice on specific legal questions pursuant to C.R.S. 24-6-402(4)(b) concerning litigation filed by Matt Roane specifically Roane v. City of Durango, 2023CV30039, filed in La Plata County District Court, for consideration and possible action on Mr. Roane’s Offer to Settle Roane v. City of Durango, et al. v. Matt Roane, 2023CV30034, filed in La Plata County District Court; to receive legal advice on specific legal questions pursuant to CRS 24-6-402(4)(b) concerning litigation involving Matt Roane specifically Roane v City of Durango et al v Matt Roane 2023CV30034, filed in La Plata County District Court, and consideration and possible action on Mr. Roane’s Offer to Settle City of Durango, et al. v. Matt Roane, 2023CV30034, filed in La Plata County District Court.

For the record, Mayor Youssef stated that Councilor Olivier Bosmans recused himself part way through the Executive Session.

Mayor Pro Tem Jessika Buell moved to direct Special Nick Poppe to negotiate the settlement of Roane v. City of Durango, 2023CV30039 under the terms and amounts discussed not to exceed $3,250, reflecting the Council’s desire to restore transparency and confidence in the Ethics process. Mayor Pro Tem seconded the motion.

There was no discussion.

A roll call vote was taken, and the motion passed four to zero, with Councilor Bosmans recused.

Passed: For 4; Against: 0; Abstain: 0; Absent: 0; Recused: 1

Mayor Pro Tem Jessika Buell moved to direct Special Nick Poppe to negotiate the settlement of City of Durango, et al. v. Matt Roane, 2023CV30034, under the terms and amounts discussed not to exceed $5,000, reflecting the Council’s desire to restore transparency and confidence in the Ethics process. Mayor Pro Tem seconded the motion.

There was no discussion.

A roll call vote was taken, and the motion passed four to zero, with Councilor Bosmans recused.

Passed: For 4; Against: 0; Abstain: 0; Absent: 0; Recused: 1

18. ADJOURNMENT

Mayor Pro Tem Buell moved the adjourn the meeting. Councilor Woodruff seconded. The motion passed unanimously.

Mayor Youssef adjourned the meeting at 8:20 p.m.
DURANGO CITY COUNCIL
SPECIAL MEETING MINUTES
VIRTUAL MEETING
TUESDAY JULY 18, 2023
3:15 P.M.

CALL TO ORDER

Mayor Youssef called the meeting to order at 3:15 p.m.

PROCEDURES

Roll Call

Present virtually on behalf of the Durango City Council were Mayor Youssef, Mayor Pro Tem Buell and Councilors Bosmans, Woodruff and Yazzie. Also present virtually were City Manager José Madrigal and Chief Deputy Clerk Ben Florine.

DISCUSSION AND POSSIBLE ACTION CONCERNING A MOTION TO CONVENE IN EXECUTIVE SESSION

Discussion and Possible Action to Convene in Executive Session for the Purpose of Discussing a Personnel Matter, Specifically to Conduct the Annual Evaluation of the City Manager As Permitted in CRS 24-6-402(F)(II)

State law requires that two-thirds of the quorum present must vote in the affirmative in order to convene in Executive Session.

Mayor Pro Tem Buell moved to convene in Executive Session for the reason stated above. Councilor Bosmans seconded the motion. A roll call vote was taken, and the motion passed.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

The meeting convened in Executive Session at 3:46 p.m.

MEETING RECONVENED

The meeting reconvened at 4:03 p.m. Mayor Youssef announced that no decisions had been made, but Council met in Executive Session pursuant to CRS 24-6-402(F)(II). Mayor Youssef asked if anyone who had participated in the Executive session believed the discussion went beyond the proper scope to state their objection. No objections were heard.

DISCUSSION AND POSSIBLE ACTION CONCERNING A MOTION TO CONVENE IN EXECUTIVE SESSION

Discussion and Possible Action to Convene in Executive Session for the Purpose of Discussing a Personnel Matter, Specifically to Conduct the Annual Evaluation of the City Attorney As Permitted in CRS 24-6-402(F)(II).

State law requires that two-thirds of the quorum present must vote in the affirmative in order to convene in Executive Session.

Mayor Pro Tem Buell moved to convene in Executive Session for the reason stated above. Councilor Yazzie seconded the motion. A roll call vote was taken, and the motion passed.

Passed: For 5; Against: 0; Abstain: 0; Absent: 0

The meeting convened in Executive Session at 4:05 p.m.

MEETING RECONVENED

Mayor Youssef announced that no decisions had been made, but Council met in Executive Session pursuant to CRS 24-6-402(F)(II). Mayor Youssef asked if anyone who had participated in the Executive session believed the discussion went beyond the proper scope to state their objection. No objections were heard.
ADJOURNMENT

Mayor Youssef adjourned the meeting at 4:43 p.m.

APPROVED:

_____________________________
Melissa Youssef, Mayor

ATTESTED:

_____________________________
City Clerk
ORDINANCE O-2023-0012

AN ORDINANCE AMENDING, IN PERTINENT PART, THE DURANGO CODE OF ORDINANCES CHAPTER 2- ADMINISTRATION- ARTICLE VII- CODE OF CONDUCT AND CODE OF ETHICS- SECTION 2-201 – DEFINITIONS, as follows:

(Red type indicates addition of text, strike through indicates original text removed, empty brackets [] indicate omitted and unchanged text)

Sec. 2-201. - Definitions.

The following words and phrases used in this article shall have the following meanings unless the context clearly indicates otherwise:

City employee means any non-appointed, non-elected, person holding any paid position of employment with the city.

Officer means all elected or appointed officers, including but not limited to:

1. Mayor;
2. Other city council members;
3. City attorney;
4. Municipal judge;
5. City manager.

WHEREAS, the City of Durango’s Ethics Advisory Board is appointed by the city councilors; and

WHEREAS, exercising quasi-judicial powers over persons with appointment authority creates a conflict of interest and undermines public confidence in both the appointed board and the appointing elected officials;

NOW, THEREFORE, THE CITY OF DURANGO HEREBY ORDAINS, the Durango Code of Ordinances Chapter 2- ADMINISTRATION- ARTICLE VII- CODE OF CONDUCT AND CODE OF ETHICS- Section 2-201 – Definitions, shall be amended in pertinent part as follows:

Sec. 2-201. - Definitions.

The following words and phrases used in this article shall have the following meanings unless the context clearly indicates otherwise:

City employee means any non-appointed, non-elected, person holding any paid position of employment with the city.

Officer means all appointed officers, including but not limited to:

1. City attorney;
2. Municipal judge;
3. City manager.
TO:  DURANGO CITY COUNCIL  FROM:  JOSÉ R. MADRIGAL, CITY MANAGER

SUBJECT:  A REQUEST FOR A PUBLIC HEARING TO CONSIDER AN ORDINANCE AUTHORIZING A CONTRACT TO EXCHANGE REAL ESTATE OF 1235 CAMINO DEL RIO AND 201 E. 12TH STREET, INCLUDING 215 E. 12TH STREET, BETWEEN THE DURANGO FIRE PROTECTION DISTRICT AND THE CITY OF DURANGO.  (JULY 18, 2023)

RECOMMENDATION:

It is recommended that City Council, by motion, set a public hearing to consider an ordinance authorizing a contract to exchange real estate of 1235 Camino del Rio and 201 E. 12th Street between the Durango Fire Protection District and the City of Durango at the next regularly scheduled City Council meeting, July 18, 2023.

BACKGROUND SUMMARY:

The City Council of the City of Durango and the Board of Durango Fire Protection District met in a joint meeting in January 2023. During this meeting, staff from both entities notified the Council and Board that a joint Fire Station and Police Station was not feasible at the River City Hall Site located at 1235 Camino Del Rio.

Staff proposed to the Council and Board that the City Manager and Fire Chief discuss the feasibility and negotiate a potential swap of the River City Hall Site and the Durango Fire Protection District property formerly owned and used as the 9R Administration Building and Big Picture High School. The Durango Fire Protection District property would be used for a Civic Center Campus consolidating City Hall, River City Hall, Carnegie Building, and the Police Department. The River City Hall site would continue to be used as a Fire Station Site but rebuilt to fit the needs of the fire district and the community.

City staff held a public open house at City Hall in March 2023 to receive comments about the Durango Fire Protection District property's potential use as a Civic Center Campus. The comments from the public were very supportive of the concept, with the concern being raised to ensure the site has adequate parking and does not affect the neighboring businesses and neighborhoods.

In May 2023, the Durango City Council and Durango Fire Protection Board had a joint meeting in which the tentative agreement for the real estate exchange was presented. The agreement is as outlined below:

- The City will receive the Durango Fire Protection District Property parcel #5655-292-03-006, at 201 E. 12th Street and 215 E. 12th street, formerly known as the 9R Administration and Big Picture High School Buildings (hereinafter “201 E 12th street”).
- The Durango Fire Protection District will receive the City Owned property at 1235 Camino del Rio, known as the River City Hall Property.
- The City of Durango will pay the Durango Fire Protection District $3,586,275, representing the difference in property values and considering the City retaining Veteran’s Park, the Animas River Trail, and public parking areas.
- The City of Durango will subdivide the River City Hall property to exclude Veteran’s Park, Animas River Trail, and public parking areas before exchanging properties.
- The Durango Fire Protection District will dedicate the road to the City, and the City will be responsible for its maintenance.

The direction was given by the City Council and Durango Fire Protection District Board for the Fire Chief, City Manager, District Attorney, and City Attorney to proceed with drafting the agreements for the exchange for both entities’ approval.

STRATEGIC PLAN ALIGNMENT:

Financial Excellence & High Performing Government
1. Fiscal Sustainability
   1.1 Identify partnership opportunities to leverage dollars, capacities, and efficiencies, including grants and volunteers to offset city expenditures.
Enhanced Livability & Sense of Place
1. Safety: police and emergency services
1.2 Increase public safety operation efficiency

ALTERNATIVE OPTIONS CONSIDERED:

A downtown fire station location has a substantial history that predates my arrival in the City. The alternative options considered during my tenure are as follows:

- The City-owned parking lot parcel is known as the “train parking lot.” During a joint meeting, the Durango Fire Protection Fire District Chief mentioned that this parcel would not work for their needs and was not a site they were interested in. He identified the River City Hall site as the downtown site he was most interested in.
- We considered a joint project with the Durango Fire Protection District for a combined fire station and police station. This option was abandoned because of site limitations, and cost would not make the project feasible.

FISCAL IMPACT:

The cost of this exchange will cost the City of Durango $3,586,275. At final approval of the Ordinance on August 1st, staff will also present an accompanying budget resolution that would delegate the funding for the purchase amount, which has been identified in the unrestricted fund balance in the general fund.

POTENTIAL ADVERSE IMPACTS:

None have been identified.

NEXT STEPS AND TIMELINE:

Under Section 11 of Article II of the Durango City Charter, the conveyance of any interest in real property owned by the City requires the adoption of an ordinance. The noticing and holding of a public hearing is a prerequisite to adopting any ordinance by the Council.

Following the completion of a public hearing and potential Council approval of the resulting ordinance, formal execution of the real estate exchange remains contingent upon Durango Fire Protection District Board approval. After that potential between both Boards, staff will continue working on the subdivision of the property and closing documents to complete the transfer.
CONTRACT TO EXCHANGE REAL ESTATE

THIS AGREEMENT made this ___ day of __________, 2023 (the "Effective Date")
by and between DURANGO FIRE PROTECTION DISTRICT, a special district and political
subdivision of the state of Colorado (hereinafter "District") and the CITY OF DURANGO,
COLORADO, a Municipal Home-Rule Corporation (hereinafter "City"). District and City are
sometimes referred to as a Party and collectively as the Parties.

WITNESSETH:

WHEREAS, the City is the owner of Parcel #5665-203-00-003, 1235 Camino Del Rio,
Durango, La Plata County, Colorado, (hereinafter "City Parcel"); and

WHEREAS, the District and the City have previously entered into a Memorandum of
Understanding to evaluate the possible development of a new downtown fire station and a City
police station on the City Parcel: and

WHEREAS, after investigation, public input and negotiation the parties have determined
that a portion of the City Parcel, after a boundary adjustment with City owned Parcel #5665-
203-00-018, 1333 Camino Del Rio (the "Powerhouse Parcel"), is suitable for development of the
downtown fire station but is not large enough to also permit development of a new City police
station; and

WHEREAS, the District is the owner of Parcel #5665-292-03-006, 201 and 215 E. 12th
Street, Durango, La Plata County, Colorado, (hereinafter "City Parcel"); and

WHEREAS, the City has made a preliminary determination that the District Parcel
would be suitable for development of a civic center that would provide adequate space for city
services including a police station; and

WHEREAS, development of a civic center on the District Parcel would provide for
continued public use of the historic building located on the property; and

WHEREAS, the District and the City staff developed the framework for an exchange of
properties which is set forth below.

NOW THEREFORE it is agreed as follows:

1. **Conveyance by District.** The District agrees to convey the District Parcel to the
City, together with the interests, easements, rights, benefits, improvements and attached fixtures
appurtenant thereto and all interest of the District in vacated streets and alleys adjacent thereto,
except as herein excluded.
2. **Conveyance by City.** The City agrees to convey a portion of the City Parcel described in Section 5 to the District, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto.

3. **Contingencies.** This contract is contingent upon the adoption of an ordinance by the City authorizing the final conveyance of the parcels and any legislative requirements of the District.

4. **Valuation.**

   (a) For this exchange, the District Parcel is valued at $6,943,750. The portion of the City Parcel being conveyed is valued at $2,820,169. In order to balance the equities of the properties the Parties have agreed that the City will pay the District the sum of $3,586,275 at closing.

   (b) The valuations used herein are based in part on the Parties’ desire to achieve a public benefit for the community and do not necessarily reflect the full market value of the properties if offered for sale on the open market. If for any reason either Party is unable to develop and use the property as described herein within 10 years after the date of closing, it is agreed that ½ of the net amount received from a sale of the property in excess of the valuations set forth in Section 3(a) shall be paid to the other Party at the closing of the sale.

5. **Boundary Adjustment and Subdivision.** This Parties agree that a portion of the City Parcel is not included in the exchange contemplated herein. The City shall, within ten (10) days after mutual execution of this Agreement, commence proceedings: (i) for a boundary adjustment between the City Parcel and the Powerhouse Parcel; and (ii) to subdivide the adjusted City Parcel to create two separate parcels and a public right of way. The parcel that will be retained by the City will include Veterans Park and the river walk pathway. The public right of way, which the City will improve and maintain as a City street, will include a portion of what is commonly known as Veteran’s Way and a right of way for access to the Powerhouse Parcel and the parcel to be conveyed to the District. The parcel that will be conveyed to the District will include the building known as River City Hall and the additional property from the boundary adjustment. The attached Exhibit A shows the approximate boundaries of the two parcels, the public right of way and the boundary adjustment. The City shall complete all requirements of the City of Durango Land Use and Development Code for the boundary adjustment and subdivision approval or obtain necessary variances. The District shall be provided with copies of subdivision requirements, if any, imposed by the City of Durango or any other agency, which are in addition to those set forth in the City of Durango Land Use and Development Code as part of the subdivision process. The District shall have an opportunity to review such additional requirements and notify the City if any such requirements are not acceptable to the District. The City shall pay all costs for processing the subdivision including but not limited to survey costs, City planning fees and recording costs.
6. **Evidence of title.**

(a) **Title insurance.** Title shall be merchantable in each of the respective Parties hereto. Each Party shall furnish a current commitment for an owner’s title insurance policy for the property being conveyed by them on or before 10 days after execution of this agreement (“Title Deadline”) together with copies of instruments listed in the schedule of exceptions (“Exceptions”) in the title insurance commitment. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 4, constitute the title documents (“Title Documents”). The commitment will delete or insure over the standard exceptions which relate to any unrecorded mechanics’ liens; the gap period between the effective date of the commitment and the date of recording; and unpaid taxes, assessments and unredeemed tax sales prior to the year of closing. Each of the Parties shall pay the premium at closing for the title insurance policy for the property that Party is conveying. The amounts of title insurance shall be as set forth in Section 3(a).

(b) **Matters not shown by the public records.** Each Party shall deliver to the other Party, on or before the Title Deadline, true copies of any surveys, environmental reports, leases, service contracts, or title matters not shown by the public records and any other information which a Party may have in its possession concerning the property of which such Party has actual knowledge (“Disclosures”). The District has previously disclosed to the City that the District Parcel will be conveyed subject to a lease agreement with Durango School District 9-R through May 31, 2024 for that portion of the property on which the historic school administration building is located.

7. **Title.**

(a) **Title Review.** Each Party shall have the right to inspect the Title Documents and Disclosures for the property being conveyed to it. Written notice of unmerchantability of title or of any other unsatisfactory condition shown by the Title Documents or Disclosures shall be given to the other Party on or before 10 days after Title Deadline (“Title Objection Deadline”). If notice is not given by the date specified above, the condition as disclosed by the Title Documents and Disclosures shall be deemed satisfactory.

(b) **Right to cure.** If a Party receives notice of title objections or any other unsatisfactory condition(s) as provided in subsection (a) above, the Parties agree to negotiate in good faith to reach an agreement to settle the objections. If no agreement is reached within twenty (20) days after the objections are made, this Agreement shall terminate.

8. **Due diligence and Inspection.** There are no warranties, express or implied, as to the condition, zoning or value of the properties or improvements. Each of the Parties may perform all investigations of the Property and its condition as they may deem necessary, and otherwise complete any due diligence investigations of the Property they are acquiring. If a Party gives notice of any objections to the condition of the property they are acquiring within 30 days of the effective date of this Agreement, the Parties agree to negotiate in good faith to reach an agreement
to settle the objections. If no agreement is reached within twenty (20) days after the objections are made, this Agreement shall terminate.

9. **Date of closing.** The date of closing shall be not later than 10 days after recording of the subdivision plat described in Section 4, or by mutual agreement at an earlier date.

10. **Closing costs, documents, and services.** Each Party shall sign and complete all customary or required documents at or before closing and pay their customary closing costs. Fees for real estate closing services shall be paid equally by the Parties.

11. **Prorations.** The properties are exempt from payment of any real property taxes. Prepaid rents and utilities shall be apportioned to date of delivery of deed with respect to each property.

12. **Closing.** Each Party agrees to execute and deliver a special warranty deed conveying the property to the other party at closing, free and clear of all liens and encumbrances, “subject to statutory exceptions” as defined in §38-30-113(5)(a), C.R.S.

13. **Possession.** Possession shall be delivered to each Party concurrently with the transfer of title.

14. **Condition of and Damage to the Property.** In the event a property shall be damaged by fire or other casualty prior to the delivery of Possession as set forth in Section 11 in an amount of not more than 10% of the valuation set forth in Section 3, the Party whose property is damaged shall be obligated to repair or make adequate provision for repair of the same acceptable to the other Party before closing. In the event such damages exceed 10% of the valuation set forth in Section 3, this Agreement may be terminated at the option of the other Party by delivering written notice of termination. Should other Party elect to carry out this contract despite such damage, the Party shall be entitled to a credit, at closing, for all the insurance proceeds resulting from such damage to the property, if any, plus the amount of any deductible provided for in such insurance policy, such credit not to exceed the valuation set forth in Section 3.

15. **Time is of Essence/Remedies.** Time is of the essence hereof and if any payment or other condition hereof is not made, tendered or performed by either of the parties hereto as herein provided, then this contract at the option of the party who is not in default, may be terminated. In case of such termination, any deposit made by the defaulting party shall be delivered to the non-defaulting party. In the event of such termination, any payments made by the non-defaulting party shall be returned to such party and the non-defaulting party may recover such additional damages as may be proper. In the event, however, the non-defaulting party elects to treat this contract as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance and damages.
16. **Binding Effect.** This contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

17. **Miscellaneous Provisions.**

(a) This Agreement constitutes the entire agreement between the Parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties.

(c) A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof such copies taken together shall be deemed a full and complete contract between the Parties.

(d) By signing below the Parties represent that: (a) the person executing this Agreement is authorized to execute and enter contracts on behalf of such Party; (b) the appropriate officials and representatives of the Parties have read and understand the Agreement; and (c) the Agreement has been duly approved by the governing body of the Parties at a meeting held in compliance with all applicable laws. A duplicate, a copy, and/or an electronic execution of this Agreement will have the same force and effect of an original signature.

(e) Any notice or communication given by either party to the other relating to this Agreement shall be personally delivered, sent by regular mail, or sent by electronic delivery (email) addressed to such other party at the respective addresses shown below, or at such other address as may be designated by appropriate notice, and shall be deemed given upon the date of delivery if by personal service, the date of transmission if by electronic delivery or, upon deposit in the U.S. Mail, postage prepaid. The addresses, phone numbers and email addresses for the Parties are as follows:

If to District

Chief Hal Doughty
Durango Fire Protection District
142 Sheppard Drive
Durango, CO 81303
Hal.Doughty@durangofire.org

with a copy to:

Floyd L. Smith
48 County Road 250, Suite 5,
Durango, CO 81301
bud@fislegal.com
If to City: Jose Madrigal, City Manager
949 East 2nd Avenue
Durango, CO 81301
Jose.Madrigal@durangogov.org

with a copy to: Mark Morgan, City Attorney
949 East 2nd Avenue
Durango, CO 81301
Mark.Morgan@durangogov.org

IN WITNESS WHEREOF, the Parties have approved this agreement the day and year first above written.

Durango Fire Protection District
By
Randy Black, Acting Fire Chief

City of Durango, Colorado
By
José R. Madrigal, City Manager
AGENDA DOCUMENTATION
Item 8.3.1
Meeting Date: July 18, 2023

TO: DURANGO CITY COUNCIL
FROM: TOMMY CROSBY, ECONOMIC OPPORTUNITY MANAGERS & SCOTT SHINE, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: DISCUSSION AND POSSIBLE ACTION CONCERNING POSSIBLE APPROVAL OF A RESOLUTION TO AMEND THE 2023 BUDGET FOR THE PURPOSE OF ALLOCATING THE LODGERS’ TAX: ARTS AND CULTURE REVENUE OVERAGE - AEO, ELSP, DEI

RECOMMENDATION:

It is recommended that City Council, by motion, approve the attached resolution authorizing the allocation of the Lodgers’ Tax: Arts and Culture overage, approved by voters, at the amount of $128,615 for the purpose of funding the second round of Lodgers’ Tax: Arts and Culture Funding.

BACKGROUND SUMMARY:

In November, 2022 voters approved the City of Durango to retain the collected overage related to Lodgers’ Tax revenue, including for purposes related to Arts and Culture. The overage amount collected for Arts and Culture was $128,615. This funding is currently available in the Lodgers’ Tax: Arts and Culture fund and this resolution is a procedural step to amend the 2023 budget to make the funding available for use in 2023. Once available, the funding will support the Lodgers’ Tax: Arts and Culture funding program.

STRATEGIC PLAN ALIGNMENT:

Affordability & Economic Opportunity
Enhanced Livability & Sense of Place
Diversity, Equity, Inclusion

ALTERNATIVE OPTIONS CONSIDERED:

None.

FISCAL IMPACT:

None.

POTENTIAL ADVERSE IMPACTS:

None.

NEXT STEPS AND TIMELINE:

This funding will go to support the Lodgers’ Tax: Arts and Culture funding program.
RESOLUTION R-

A RESOLUTION TO AMEND THE 2023 BUDGET FOR THE PURPOSE OF BUDGET ADJUSTMENTS TO THE 2023 APPROPRIATIONS

WHEREAS, under the provisions of Article V, Section 10 of the Durango City Charter, the City Council may make additional appropriations during the budget year for unanticipated expenditures required by the city not exceeding, however, actual revenues and unappropriated surplus; and

WHEREAS, to accomplish the goals of City Council and foster a team oriented working environment resulted in budget impacts and incorporates several unanticipated budget adjustments increasing, transferring, or amending the appropriations for expenditures and revenues; and

WHEREAS, there exists sufficient funds within fund balance;

NOW, THEREFORE, BE IT RESOLVED, as follows

Section 1. That the City Council of the City of Durango, in regular meeting assembled, that 2023 budget shall reflect the changes and the appropriations for 2023 are increasing, transferring, or amending according to the tables below:

<table>
<thead>
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<th>Account Number</th>
<th>Project Number</th>
<th>Account Description</th>
<th>One-Time</th>
<th>Recurring</th>
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<td>23-4818-31499</td>
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<td>Lodgers' Tax: Arts and Culture Revenue Overage Allocation</td>
<td>128,615</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Net Effect on Fund Balance</td>
<td>(128,615)</td>
<td></td>
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</table>

Approved and adopted this 1st day of August, 2023.

CITY OF DURANGO, COLORADO

By: ________________________________
Mayor

ATTEST:

By: ________________________________
Faye Harmer, City Clerk
TO: DURANGO CITY COUNCIL
FROM: EVA HENSON, HOUSING INNOVATION MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION CONCERNING AN APPROVAL OF A RESOLUTION AUTHORIZING SUPPORT FOR THE DEPARTMENT OF LOCAL AFFAIRS (DOLA) HB22-1304 STRONG COMMUNITIES GRANT PROGRAM - AEO

RECOMMENDATION:
It is recommendation that the City Council, by motion, approve the Resolution Authorizing Support for the Department of Local Affairs (DOLA) HB22-1304 Strong Communities Grant Program.

BACKGROUND SUMMARY:
Colorado House Bill 22-1304 established a new Infrastructure & Strong Communities program funded by federal stimulus funds that is collaboratively managed by the Department of Local Affairs (DOLA), Colorado Energy Office, and Department of Transportation. Funding for Strong Communities is appropriated from Affordable Housing and Home Ownership Cash Fund which originated from the Federal Coronavirus State Fiscal Recovery Fund.

The Strong Communities Grant Program is intended to support sustainable growth and development patterns and affordable housing into the future. This program will provide planning grants up to $200,000 to help communities align policies and regulations to locate affordable housing in infill locations near jobs, transit, and everyday services. The program also has separate infrastructure grants up to $4 million to subsidize infill development projects or as part of a mixed-use development.

The City of Durango Housing Innovation Division intends to apply for the Infrastructure Strong Communities Grant Program through the Letter of Intent (LOI) process that is open from July 5-August 18, 2023. This program will provide grants to local governments for infrastructure to develop community benefit-driven infill affordable housing that meets critical housing needs as identified by the local government. Infrastructure grants provide funding for infill infrastructure projects that support affordable housing and are within or adjacent to a downtown area, core business district, transit oriented development areas, or include onsite early childhood care and educational services. These grants have a suggested maximum of $4 million with a match of 20%. DOLA will conduct review with each applicant and will invite qualified communities to apply for grant funding.

The City priority project that has been identified that meets the Strong Communities Infrastructure Grant Program eligibility is the Durango Crossing development that is a unique and innovative public-private partnership between the City of Durango (City) and a private developer, Durango Crossings Partners, LLC (Developer). The project will combine approximately 5.822 acres of city owned property with adjacent land parcels that combined are approximately 1.924 acres strategically acquired by the developer and its principals to build a true live, work, and play community. In addition, the Developer is close to reaching agreements to acquire additional lots which would result in a total lot size of just over 8.5 acres total. This public-private partnership will deliver a dynamic mixed income community of affordable, local, workforce and market rate housing.

The City owns lots, located at 1494, 1500, and 1530 Florida Road and seven (7) other unaddressed parcels were originally purchased over twenty (20) years ago for the possible construction of an access road. However, the road has never been built. Durango Crossings Partners, LLC submitted a proposal to combine the City owned land with the Developer’s land to best leverage the City property and overcome the challenge to building workforce housing – insufficient affordable land. This project aims to, at scale, develop a community that squarely addresses this and aligns with City Council’s housing goals.

In exchange for the City’s contribution of the vacant land and additional City support, the developer has committed to build a minimum of 50% of the rental units for Durango local and workforce tenants as well as a minimum of 50% of the for-sale units. These units will target household incomes earning from 70% Area Median Income to 120% Area Median Income. The Developer and the City are negotiating a thoughtful mix of deed restrictions, local owner/tenant requirements, and other appropriate constraints but the exact details including overall total unit mix and breakdown has not...
been determined at this time. As part of the Request for Qualifications (RFQ) process the City administered year, a Notice of Award was issued to Durango Crossings Partners, LLC that included various City and Developer commitments including the Developer agreeing to facilitate construction of a city road. Because a significant part of the City parcels are on steeply graded slopes, the infrastructure expense is a significant hurdle for the project.

More recently, staff presented Future Land Use Map changes for Durango Crossings that included:

- Neighborhood Meeting via Zoom on May 18
- Planning Commission on May 22
- City Council approved the Future Land Use Map amendments on June 20

The Strong Communities Infrastructure Grant Program eligible expenses may include:

- Infrastructure elements that support a healthy and resilient built on, or around, or near the infill project site, such as parks, playgrounds, open space/trails, upgraded streetscapes, pedestrian and cyclist safety improvements, investments meant to address equity concerns, accessibility, age-friendly improvements and amenities, and other public amenities.
- Engineering costs are eligible as part of the infrastructure project.
- Local government infrastructure costs and fees related to the affordable housing development project

**Estimated Program Timeline:**

- Letter of Intent opens July 5 and closes August 18
- Preapplication reviews August-October
- Communities asked to submit grant applications – Notified mid-October, deadline mid-November
- Award funds January 2024
- Grant Agreements March/April 2024
- Funds must be expended by October 31, 2026

Staff requests approval of a Resolution authorizing support for the DOLA HB22-1304 Strong Communities Infrastructure Grant Program.

**STRATEGIC PLAN ALIGNMENT:**

This initiative applies to the Affordable & Economic Opportunity (AEO) objective in the Strategic Plan for the following:

1. Create housing opportunities to support a multigenerational & mixed income community workforce and increase affordability to bridge the disparity between income and home/rental prices.

1.1 Identify and commit resources and revenue towards implementing a long-term plan that encourages housing opportunities for mixed-income demographics with an emphasis on workforce housing.

1.2 Support the production of a variety of housing types through incentives, partnerships, efficient review processes, and other mechanisms with a particular emphasis on middle-income housing.

1.2.3 Assess potential for housing development on city-owned properties.

**FISCAL IMPACT:**
At this time, the City of Durango Letter of Intent is seeking the maximum Strong Communities Infrastructure Grant Program funding amount of $4 million, as the Developer’s initial estimates are in excess of the maximum funding request allowed, and there is a 20% local match requirement. There is no fiscal impact for the requested action. If the Letter of Intent is approved the City will proceed with the grant application process and if awarded the Housing Innovation Division will return to Council to appropriate the awarded grant funds.

**NEXT STEPS AND TIMELINE:**
Upon City Council approval the City Clerk will provide to the City Mayor to execute the Resolution.

**ATTACHMENTS:**

1. Resolution 23-XX
A RESOLUTION AUTHORIZING SUPPORT FOR THE DEPARTMENT OF LOCAL AFFAIRS (DOLA) HB22-1304 STRONG COMMUNITIES GRANT PROGRAM (AEO)

WHEREAS, under the provisions of Article V, Section 10 of the Durango City Charter, the City Council may make appropriations during the budget year for unanticipated expenditures required by the City not exceeding, however actual revenues and unappropriated surplus; and

WHEREAS, there exists a funding opportunity to increase and promote solutions to the development of affordable housing that support multigenerational & mixed-income community; and

WHEREAS, the City of Durango Housing Innovation Division intends to submit a Letter of Intent (LOI) to the Department of Local Affairs (DOLA) for the HB22-1304 Strong Communities Infrastructure Grant Program; and

WHEREAS, the City of Durango Housing Innovation Division is submitting a Letter of Intent for the priority project, called Durango Crossings, that aligns with DOLA’s program criteria; and

WHEREAS, the City issued a Request for Qualifications (RFQ) to explore the opportunity to partner with a private or non-profit entity to develop a neighborhood which contains affordable and workforce housing along with other compatible uses on city-owned lots located at 1494, 1500, and 1530 Florida Road and seven (7) other unaddressed parcels that the city owns; and

WHEREAS, the City issued a Notice of Award to Durango Crossings Partners, LLC; and

WHEREAS, City Council approved Future Land Use Map amendments on June 20, 2023; and

WHEREAS, the Durango Crossings housing development will combine city-owned land with adjacent land parcels strategically acquired by the developer and its principals to build a true live, work and play community; and

WHEREAS, this public-private partnership will deliver a dynamic mixed income community of affordable, local, workforce, and market rate housing; and

WHEREAS, in exchange for the City’s contribution of the vacant land and additional City support, the developer has committed to build a minimum of 50% of the rental units for Durango local and workforce tenants as well as a minimum of 50% of the for-sale units; and

WHEREAS, these units will target household incomes earning from 70% Area Median Income to 120% Area Median Income; and

WHEREAS, Durango Crossings housing development aligns with several of the City Council’s Strategic Affordability and Economic Opportunity (AEO) housing goals; and

WHEREAS, the City of Durango Housing Innovation Division acknowledge that this project utilizes innovative approaches and a public-private partnership structure which can be used as models for communities across the state facing similar housing challenges; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Durango, in regular meeting assembled, that:

• Supports the Letter of Intent submittal to the Department of Local Affairs for the Strong Communities Infrastructure Grant Program for the Durango Crossing Development that is a unique and innovative public-private partnership with the City of Durango; and
• Supports if the City of Durango is approved the City will proceed with a formal grant application process; and
• If the City is awarded, the Housing Innovation Division will return to City Council to appropriate the awarded grant funds.
Approved and adopted this 1st day of August, 2023.

CITY OF DURANGO, COLORADO

By: _________________________________
   Mayor

ATTEST:

By: _________________________________
   Faye Harmer, City Clerk
RESOLUTION R-2023-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AGREEMENT FOR THE BIG PICTURE HIGH SCHOOL BUILDING LOCATED AT 215 E 12TH STREET DURANGO COLORADO

WHEREAS, the City of Durango has committed to the transfer of property with the Durango Fire District; and

WHEREAS, the transfer will result in the City of Durango’s ownership of the property and improvements known as the Big Picture High School Durango; and

WHEREAS, in anticipation of the acquisition of the property and improvements, the Durango Fire District and the City of Durango have agreed that the city be allowed access to the property to perform inspection and make alterations consistent with the city’s intended use of the property; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Durango, in regular meeting assembled, that: the city manager is hereby authorized to enter into a Right of Entry Agreement with the Durango Fire District for the Big Picture High School Building located at 215 East 12th street Durango Colorado

Approved and adopted this 1st day of August 2023.

CITY OF DURANGO, COLORADO

By: ________________________________  
Mayor

ATTEST:

By: ________________________________  
Faye Harmer, City Clerk
RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this “Agreement”) is made and entered into as of August 2, 2023, by the Durango Fire District (herein called “Grantor”), and the City of Durango (herein called “Grantee”).

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (herein called the “Property”);

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections, modifications consistent with the intended use and other due diligence activities (herein called the “Due Diligence Activities”) in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee’s entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

   (a) Subject to Grantee’s compliance with the terms and provisions of this Agreement, unless terminated per the agreed terms, Grantee and Grantee’s agents, employees, contractors, representatives and other designees (herein collectively called “Grantee’s Designees”) shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities provided Grantee gives Grantor reasonable notice.

   (b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee’s Designees onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever, (ii) in the event the Property is damaged or disturbed in connection with the Due Diligence Activities, Grantee shall immediately repair the damage the Property to the condition existing prior to the Due Diligence Activities, and (iii) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee’s Designees
onto the Property.  (iv) If Grantor does not respond or reject any workplan within five (5) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may proceed. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee.

2.  **Lien Waivers.** Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee shall be bound by the same indemnification, defense, and hold harmless obligation as specified above in Section 1(b) with respect to any claims or demands for payment, or any liens or lien claims made against Grantor or the Property, arising out of the Due Diligence Activities.

3.  **Insurance.** Grantee shall, and shall cause all of Grantee’s Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than $1,000,000.00, and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Agreement.

4.  **Successors.** To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5.  **Limitations.** Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6.  **No Recording of Agreement or Memorandum of Agreement.** In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

7.  **Notices.** All notices, demands and other communications shall be given in writing. Notices shall be considered given upon the receipt of the same. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Grantor:
Grantee:

8. **Entire Agreement.** This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

9. **Severability.** The provisions of this Agreement are severable, and, if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision, to the extent enforceable, in any jurisdiction, shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permissible.

10. **Amendments.** Any amendments to this Agreement shall be effective only when duly executed by Grantor and Grantee.

11. **Attorneys’ Fees.** In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, or any other court action occurs arising out of this Agreement, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys’ fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

12. **No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of Grantor and Grantee and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado (without giving effect to the laws of such state in relation to choice of laws).

14. **Assignment of Agreement.** Neither Grantor nor Grantee may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the applicable party.

15. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

**GRANTOR:**

By: ____________________________
Name: ____________________________
Date Executed: ____________________

**GRANTEE:**

By: ____________________________
Name: ____________________________
Title: ____________________________
Date Executed: ____________________
TO: DURANGO CITY COUNCIL
FROM: VICKI VANDEGRIFT, AICP COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: DISCUSSION AND POSSIBLE ACTION CONCERNING A RESOLUTION ACCEPTING THE DURANGO MESA ADDITION ANNEXATION PETITIONS AND SETTING A PUBLIC HEARING FOR THE ANNEXATION AND INITIAL ZONING (SEPTEMBER 5, 2023) (ELSP, AEO).

PURPOSE/BACKGROUND

The applicants, Durango Mesa Park Foundation and City of Durango are proposing to annex a 1,928-acre parcel into the City of Durango.

The proposed initial zoning of Rural Agriculture (RA) and Open Space (OS) are consistent with the Durango Comprehensive Plan and the Durango Mesa Area Plan.

Formal acceptance of the annexation petitions is the mandatory first step in the Council’s consideration of the annexation request, as required by state statute. Acceptance of the petitions is by resolution, which if approved sets the hearing date for the Council. The proposed Council hearing date is September 5, 2023. State statute mandates a waiting period of no less than 30 days between acceptance of the petition and the public hearing date.

The Planning Commission reviewed the proposal at its July 24, 2023, meeting and voted 4-0 to approve the annexation and initial zonings.

Attachments: Resolution R-2023- with Exhibit A
              Vicinity Map
              Durango Mesa Park Foundation Annexation Petition with Exhibit A
              City of Durango Annexation Petition with Exhibit A
              Exhibit B – for both petitions
              Exhibit C – for both petitions

STRATEGIC PLAN /COMPREHENSIVE PLAN ALIGNMENT:

The proposed use is in conformance with the Durango Strategic Plan’s Affordability and Economic Opportunity section: “Build partnerships and commit resources to help advance key development projects such as La Posta, Durango Mesa, and Three Springs.” In addition to the Strategic Plan’s Enhanced Livability & Sense of Place section: “Enhance Durango’s sense of place in ways that celebrate the community’s character, cultural heritage, outdoor roots, access to nature, and unique amenities.”

The City’s Comprehensive Plan and the Durango Mesa Area Plan both anticipated the annexation of these properties and future development.

ALTERNATIVE OPTIONS CONSIDERED:

The Durango Mesa Park Foundation, La Plata County and the City discussed if the development should start through a County PD process, but it was determined that annexing this time was the best option for all parties. The Comprehensive Plan and Durango Mesa Area Plan all supported the annexation of the property into the City.

POTENTIAL ADVERSE IMPACT:

None

TIMELINE/NEXT STEPS:

The project will be reviewed at a public hearing on September 5, 2023.
RECOMMENDATION

It is the recommendation that the City Council, by motion, approve Resolution R-2023___ accepting the Durango Mesa Addition Annexation Petitions and setting a public hearing to consider the annexation and initial zoning review on September 5, 2023.
RESOLUTION NO. R-2023-___
A RESOLUTION ACCEPTING PETITIONS FOR ANNEXATION AND INITIAL ZONING OF THE DURANGO MESA ANNEXATION TO THE CITY OF DURANGO AND SETTING A PUBLIC HEARING FOR AUGUST 1, 2023.

WHEREAS, the owners of 100% of the territory described on Exhibit “A” attached hereto have filed Petitions with the City Council of the City of Durango requesting that the Council accept said Petitions and by ordinance approve the annexation of said property which is situated, lying and being in the County of La Plata, State of Colorado, to be known as the Durango Mesa Addition to the City of Durango; and

WHEREAS, the Annexation Petitions are accompanied by a map of the territory to be annexed and the relationship of its boundaries to the established corporate limits of the City of Durango; and

WHEREAS, a request for initial zoning of RA (Rural Agriculture) and OS (Open Space) for the properties located along and east of Highway 3, for approximately 1,928 acres is being processed concurrently with the annexation request; and

WHEREAS, the territory is eligible for annexation to the City of Durango under the laws of the State of Colorado, and the Petitions and Annexation and the documents thereto attached meet the requirements of the statutes of the State of Colorado; and

WHEREAS, the City finds substantial compliance with said State statutes in that the territory to be annexed is specifically greater than one-sixth contiguous to existing corporate limits, has a community of interest with the City of Durango, is urban or will be urbanized in the near future, and is integrated or capable of being integrated with the City of Durango, and

WHEREAS, the proposed annexation will not extend Durango’s municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Durango, in regular meeting assembled, that:

said petitions are hereby accepted that a public hearing on the annexation and initial zoning be legally noticed in accordance with State statutes for 5:30 p.m. on the 5th day of September 2023, at the Council Chambers, Durango City Hall, 949 E 2nd Avenue, Durango, Colorado, 81301.

Approved and adopted this ________ day of _____________, 2023

CITY OF DURANGO, COLORADO
By____________________________
Melissa Youssef, Mayor

ATTEST:
By______________________
Faye Harmer, City Clerk
ANNEXATION DESCRIPTION:

A tract of land located in Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West, Sections 33 and 34, Township 34.5 North, Range 9 West, and Sections 4 and 5, Township 34 North, Range 9 West, N.M.P.M., La Plata County, Colorado, said tract being more specifically described as follows:

Beginning at the Northwest Corner of Section 33, Township 35 North, Range 9 West;

Thence N 89°26’35” E, along the north line of the NW1/4 of said Section 33, a distance of 2616.53 feet to the North 1/4 Corner of said Section 33;

Thence N 88°06’20” E, along the north line of the NE1/4 of said Section 33, a distance of 2577.58 feet to the Northeast Corner of said Section 33;

Thence N 80°37’00” E, along the north line of Lots 5, 4 and 3 of Section 34, a distance of 2505.93 feet to the North 1/4 Corner of said Section 34;

Thence N 01°25’02” E, along the west line of Lot 15 of Section 27, a distance of 1307.58 feet to the Center South 1/16 Corner of said Section 27;

Thence N 80°35’15” E, along the north line of said Lot 15 of Section 27, a distance of 1182.32 feet to the Southeast 1/16 Corner of said Section 27;

Thence N 01°14’42” E, along the west line of Lot 9 of Section 27, a distance of 1307.46 to the Center East 1/16 Corner of said Section 27;

Thence N 80°33’27” E, along the north line of said Lot 9 of Section 27, a distance of 1178.43 feet to the West 1/4 Corner of Section 26;

Thence N 88°21’52” E, along the north line of the NW1/4SW1/4 of said Section 26, a distance of 1313.59 feet to the Center West 1/16 Corner of said Section 26;

Thence N 03°31’35” E, along the west line of the SE1/4NW1/4 of said Section 26, a distance of 1283.26 feet to the Northwest 1/16 Corner of said Section 26;

Thence N 03°30’44” E, along the west line of the NE1/4NW1/4 of said Section 26, a distance of 1283.01 feet to the West 1/16 Corner common to Sections 23 and 26;

Thence N 87°29’28” E, along the north line of the NW1/4 of said Section 26, a distance of 1245.66 feet to the North 1/4 Corner of said Section 26;

Thence N 87°30’06” E, along the north line of the NW1/4NE1/4 of said Section 26, a distance of 1245.31 feet to the East 1/16 Corner common to Sections 23 and 26;

Thence N 87°30’06” E, along the north line of the NE1/4NE1/4 of said Section 26, a distance of 1245.31 feet to the Northeast Corner of said Section 26;

Thence S 02°51’27” W, along the east line of said NE1/4NE1/4 of said Section 26, a distance of 1307.42 feet to the North 1/16 Corner common to Sections 25 and 26;

Thence S 87°56’14” W, along the south line of said NE1/4NE1/4 of said Section 26, a distance of 1257.39 feet to the Northeast 1/16 Corner of said Section 26;

Thence S 01°24’48” W, along the east line of the SW1/4NE1/4 of said Section 26, a distance of 1298.65 feet to the Center East 1/16 Corner of said Section 26;

Thence S 88°21’52” W, along the south line of said SW1/4NE1/4 of said Section 26, a distance of 1269.55 feet to the Center 1/4 Corner of said Section 26;

Thence S 01°58’32” W, along the east line of the NE1/4SW1/4 of said Section 26, a distance of 1288.28 feet to the Center South 1/16 Corner of said Section 26;

Thence S 87°59’09” W, along the south line of said NE1/4SW1/4 of said Section 26, a distance of 1292.61 feet to the Southwest 1/16 Corner of said Section 26;

Thence S 01°01’28” W, along the east line of the SW1/4SW1/4 of said Section 26, a distance of 1295.66 feet to the West 1/16 Corner common to Sections 26 and 35;

Thence S 87°35’41” W, along the south line of said SW1/4SW1/4 of said Section 26, a distance of 1271.69 feet to the Northeast Corner of Section 34;

Thence S 00°47’10” W, along the east line of Lot 1 of Section 34, a distance of 1202.87 feet to the Southeast Corner of said Lot 1 of Section 34;

Thence S 82°11’47” W, along the south line of said Lot 1 and the south line of Lot 2 of Section 34, a distance of 2483.33 feet to the Southwest Corner of said Lot 2 of Section 34;

Thence S 01°40’39” W, along the east line of Lot 10 of said Section 34, a distance of 1949.00 feet to the Southeast Corner of said Lot 10 of Section 34;

Continued on Sheet 2
Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West,
Sections 33 and 34, Township 34.5 North, Range 9 West, N.M.P.M.,
a distance of 676.16 feet to the Northeast Corner of said Lot 12 of Section 34;
Thence S 08°47'35" W, along the east line of Lots 3 and 4 of Section 34, Township 34.5 North, Range 9 West, N.M.P.M.,
a distance of 3046.56 feet to the Southwest Corner of said Lot 34 and the South line of Township
34.5 North, Range 9 West, N.M.P.M.;
Thence S 82°40'43" W, along said South line of Section 33, a distance of 1224.30 feet to the East 1/16
Corner common to Sections 33 and 4;
Thence S 03°19'21" W, along the west line of Lot 2 of Section 4, Township 34 North, Range 9 West, N.M.P.M.,
a distance of 1137.68 feet to the Northeast 1/16 Corner of said Section 4;
Thence S 79°50'50" W, along the south line of said Lot 2 of Section 4, a distance of 1092.49 feet to the
Center North 1/16 Corner of said Section 4;
Thence S 03°36'58" E, along the east line of the SE1/4NW1/4 of said Section 4, a distance of 1774.05 feet to
the Center 1/4 Corner of said Section 4;
Thence S 76°16'52" W, along the south line of the SE1/4NW1/4 of Section 4, a distance of 1290.43 feet, to the
Center West 1/16 Corner of said Section 4;
Thence S 01°49'04" E, along the east line of the NW1/4SW1/4 of said Section 4, a distance of 356.98 feet, to the
the northwesterly line of Tract 2 of Tarpon West Overlook Subdivision Annexations No. 1 and No. 2 and
Subdivision, Reception No. 874231;
Thence S 48°30'49" W, along said northwesterly line of Tract 2, a distance of 975.14 feet to the north line of
a tract of land as shown on a plat STATE OF COLORADO U.S. HIGHWAY 160-550 SOUTH ANNEXATION NO. 1,
Reception No. 695831;
Thence N 41°28'06" W, along said north line, a distance of 227.35 feet;
Thence N 38°14'16" W, along said north line, a distance of 61.98 feet;
Thence N 53°35'00" E, a distance of 552.50 feet;
Thence N 45°32'01" W, a distance of 380.23 feet;
Thence N 14°54'53" E, a distance of 968.83 feet to said north line of a tract of land as shown on said plat
STATE OF COLORADO U.S. HIGHWAY 160-550 SOUTH ANNEXATION NO. 1, Reception No. 695831;
Thence along said north line, along the arc of a non-tangent curve to the right with a delta angle of
20°30'16" and a radius of 1307.40 feet, a distance of 479.48 feet, the long chord bears N 17°47'01" W, a
distance of 1377.87 feet;
Thence N 59°03'51" W, along said north line, a distance of 304.40 feet to the westerly right-of-way of said
State Highway No. 3;
Thence along the arc of a non-tangent curve to the right with the delta angle of 24°14'24" and a radius of
432.54 feet, a distance of 191.45 feet, the long chord bears N 55°35'11" E, a distance of 190.03 feet;
Thence N 18°03'00" E, along said westerly right-of-way, a distance of 6.32.85 feet;
Thence N 88°54'43" E, along said westerly right-of-way, a distance of 20.79 feet;
Thence N 18°00'14" E, along said westerly right-of-way, a distance of 264.82 feet to the west line of Section 4;
Thence N 01°27'54" W, along said west line of Section 4, a distance of 457.20 feet to the centerline of the
Animas River;
Thence N 34°47'00" E, along the centerline of the Animas River, a distance of 432.51 feet;
Thence N 24°22'00" E, along the centerline of the Animas River, a distance of 167.00 feet;
Thence N 02°44'00" E, along the centerline of the Animas River, a distance of 150.74 feet to the north line of
said Section 4;
Thence N 82°40'11" E, along said north line of Section 4, a distance of 883.60 feet to the West 1/16 Corner
common to Section 4 and Section 35;
Thence N 01°11'45" E, along the west line of the E1/2SW1/4 of said Section 33, a distance of 2657.88 feet to
the Center West 1/16 Corner of said section 33;
Thence N 01°11'45" E, a distance of 1096.12 feet;
Thence N 82°15'50" W, a distance of 108.42 feet;
Thence N 69°44'59" W, a distance of 197.11 feet;
Thence along the arc of a non-tangent curve to the right with a delta angle of 58°32'05" and a radius of
219.58 feet, a distance of 224.32 feet, the long chord bears N 43°08'51" W, a distance of 214.70 feet;
Thence N 15°51'03" W, a distance of 62.80 feet;
Thence N 88°59'05" W, a distance of 856.31 feet;
Thence S 01°23'15" W, a distance of 244.81 feet to the Southeast Corner of Lot 8 of Section 32;
Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West, Sections 33 and 34, Township 34.5 North, Range 9 West, Sections 4 and 5, Township 34 North, Range 9 West, N.M.P.M.

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Continued from Sheet 2

Thence S 88°23'39" W, along the south line of said Lot 8 of Section 32, a distance of 522.75 feet to the southeast corner of Tract A, as shown on Exhibit A of Resolution No. 2002-06, Durango Mesa Park, Lot 7 and Lot 11 Exemption Plat, Project Number 2021-0008, Reception No. 121181;

Thence N 34°00'00" W, along the easterly line of said Tract A, a distance of 500.00 feet to the northeast corner of said Tract A;

Thence S 82°00'00" W, along the northerly line of said Tract A, a distance of 498.87 feet;

Thence S 53°00'00" W, along the northerly line of said Tract A, a distance of 193.92 feet to the northwest corner of said Tract A and the easterly right-of-way of State Highway No. 3;

Thence S 34°07'55" E, along said easterly right-of-way, a distance of 302.73 feet to the southwest corner of said Tract A;

Thence S 88°23'59" W, a distance of 695.18 feet to the centerline of the Animas River;

Thence N 31°39'28" W, along the centerline of the Animas River, a distance of 186.27 feet;

Thence N 15°51'25" W, along the centerline of the Animas River, a distance of 457.53 feet;

Thence N 27°19'27" W, along the centerline of the Animas River, a distance of 589.84 feet;

Thence N 04°13'55" W, along the centerline of the Animas River, a distance of 169.02 feet;

Thence S 89°58'40" W, a distance of 63.63 feet to the west line of the SWI/4NE1/4 of Section 32;

Thence N 00°39'56" E, along said west line of the SWI/4NE1/4 of Section 32, a distance of 996.60 feet;

Thence N 73°36'05" E, a distance of 256.71 feet to the easterly right-of-way of State Highway No. 3;

Thence along said easterly right-of-way, along the arc of a non-tangent curve to the right with a delta angle of 37°08'21" and a radius of 1768.15 feet, a distance of 1146.11 feet, the long chord bears N 21°01'15" E, a distance of 1126.15 feet;

Thence N 19°44'20" E, along said easterly right-of-way, a distance of 377.31 feet;

Thence along said easterly right-of-way, along the arc of a non-tangent curve to the left with a delta angle of 41°04" and a radius of 5854.60 feet, a distance of 427.57 feet, the long chord bears N 18°10'28" E, a distance of 427.48 feet;

Thence S 75°09'00" E, a distance of 345.91 feet;

Thence N 14°57'04" E, a distance of 465.33 feet;

Thence S 75°10'44" E, a distance of 70.00 feet;

Thence N 14°57'35" E, a distance of 554.78 feet;

Thence S 75°03'08" E, a distance of 96.36 feet;

Thence N 00°49'36" E, a distance of 878.64 feet to the north right-of-way of County Road 237;

Thence S 67°59'49" E, along said north right-of-way, a distance of 200.92 feet;

Thence S 38°44'49" E, along said north right-of-way, a distance of 158.68 feet;

Thence along said north right-of-way, along the arc of a non-tangent curve to the left with a delta angle of 120°44'01" and a radius of 59.98 feet, a distance of 126.39 feet, the long chord bears N 89°33'07" E, a distance of 104.27 feet;

Thence N 29°00'11" E, along said north right-of-way, a distance of 73.76 feet;

Thence N 69°00'11" E, along said north right-of-way, a distance of 60.42 feet;

Thence N 89°00'11" E, along said north right-of-way, a distance of 110.83 feet;

Thence S 51°59'49" E, along said north right-of-way, a distance of 103.97 feet;

Thence along said north right-of-way, along the arc of a tangent curve to the left with a delta angle of 55°00'00" and a radius of 140.99 feet, a distance of 135.34 feet, the long chord bears S 79°29'49" E, a distance of 130.20 feet;

Thence N 73°00'11" E, along said north right-of-way, a distance of 192.19 feet;

Thence along said north right-of-way, along the arc of a tangent curve to the right with a delta angle of 48°00'20" and a radius of 147.79 feet, a distance of 118.65 feet, the long chord bears S 83°59'49" E, a distance of 115.49 feet;

Thence S 60°59'49" E, along said north right-of-way, a distance of 104.56 feet to the north line of Section 32;

Thence N 88°15'36" E, along said north line, a distance of 115.04 feet to the point of beginning.

Contains 1,928.007 acres, more of less.

Length of Contiguity = 28,610 feet, more or less.

Total Perimeter = 72,675 feet, more or less.
ANNEXATION PETITION

Petitioner(s) acknowledge(s) that this petition will be combined with another similar petition of property owners within the Durango Mesa Annexation Area for purposes of creating a consolidated petition for annexation of the Durango Mesa Annexation property to the City of Durango and that the consolidated petition will be submitted to the Durango City Council, if petitions are obtained from more than fifty percent of the landowners and from individuals or entities owning more than fifty percent of the land area to be annexed.

The undersigned landowner, in accordance with the provisions of Section 31-12-101 et seq., C.R.S. and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the City Council of the City of Durango for the annexation to the City of Durango of the within described unincorporated area situated and being in the County of La Plata, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

(1) The petitioner is a landowner of properties within the perimeter of the proposed territory to be known as the Durango Mesa Annexation to the City of Durango, Colorado. Said properties are identified within the Durango Mesa Annexation as of the date of this petition, as shown on Exhibit A,

(2) That it is desirable and necessary to annex the properties shown on Exhibit A, attached hereto, comprising a total of 1,928 acres more or less. Exhibit B shows the annexation in its entirety.

(3) The described property shall have an initial zone of RA Rural Agricultural or OS Open Space.

(4) That the area sought to be annexed to the City of Durango meets the requirements of Section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:

a. No less than one-sixth of the perimeter of the described property is contiguous to the City of Durango. The property for which annexation is sought has a total of 53,437 feet (73.5%) contiguous to the City of Durango.

b. The area for which annexation is sought shares a community of interest with the City of Durango.

c. The area for which annexation is sought is urban or will be urban in character in the near future.

d. The area for which annexation is sought is integrated with or is capable of being integrated with the City of Durango.
e. Within the area for which annexation is sought, no lands held in identical
ownership shall be divided into separate parts or parcels without the written
consent of the landowners thereof.

f. No land held in identical ownership comprising twenty (20) acres or more
shall be included within the annexation without the written consent of the
landowners thereof.

g. The annexation which is sought will not result in a detachment of area from
any school district and will not result in the attachment of the annexed area to
another school district other than that in which it already is.

h. The annexation of the area proposed to be annexed will not have the effect of
extending the boundary of the City of Durango more than three miles in any
direction from any point of the City’s boundary in any one year.

(5) That the signers of this petition will be combined with the other petition and will
comprise the landowners of one hundred percent (100%) of the territory included in
the area for which annexation is sought.

(6) That the petitioners request that the City of Durango approve this annexation.

(7) That the legal description of the territory proposed to be annexed is attached hereto as
Exhibit B.

(8) The names and addresses of adjacent property owners to the property for which
annexation is sought and within 300 feet of the boundary of the property for which
annexation is sought are attached as Exhibit C.

(9) No annexation proceedings have been commenced for the annexation to another
municipality of part or all of the territory proposed to be annexed.

(10) If a portion of a platted street or alley is to be annexed, the entire width of said
street or alley is included within the area to be annexed.

(11) That upon the Annexation Ordinance becoming effective, all lands within the area
sought to be annexed shall become subject to the Charter of the City of Durango,
Colorado, and all ordinances, resolutions, rules and regulations of the City of
Durango.

DURANGO MESA PARK FOUNDATION

By Moira Compton, Its Executive Director Date 7/26/23

The foregoing Petition for Annexation was subscribed and sworn before me, by
Moira Compton, this 26th day of July, 2023.
Witness my hand and official seal.

My commission expires: 12/7/25

LINDSEY K S NICHOLSON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19974015662
MY COMMISSION EXPIRES DEC 7, 2025

Notary Public
DURANGO MESAN PARK PROPERTIES ANNEXATION DESCRIPTION:
A Tract of land as shown on Ewing Mesa ALTA/ACSM Land Title Survey as recorded in the office of the La Plata County Clerk and Recorder, La Plata County, Colorado, Reception No. 950990.

LESS AND EXCEPT Parcel 1A, Parcel 1B and County Road 237 Tracts 1, 2, 3 and 4 of Durango Mesa Park Foundation Consolidation Plat as recorded in the office of the La Plata County Clerk and Recorder, La Plata County, Colorado, Reception No. 1193996.

ALSO LESS AND EXCEPT Tract A of Exhibit A of Resolution No. 2022–06, Durango Mesa Park Lot 7 and Lot 11 Exemption Plat Project Number 2021–0084, Reception No. 1211181.

Contains 1,608.453 acres, more of less.
Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West, Sections 33 and 34, Township 34.5 North, Range 9 West, N.M.P.M.
ANNEXATION PETITION

Petitioner(s) acknowledge(s) that this petition will be combined with another similar petition of property owners within the Durango Mesa Annexation Area for purposes of creating a consolidated petition for annexation of the Durango Mesa Annexation property to the City of Durango and that the consolidated petition will be submitted to the Durango City Council, if petitions are obtained from more than fifty percent of the landowners and from individuals or entities owning more than fifty percent of the land area to be annexed.

The undersigned landowner, in accordance with the provisions of Section 31-12-101 et seq., C.R.S. and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the City Council of the City of Durango for the annexation to the City of Durango of the within described unincorporated area situated and being in the County of La Plata, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

(1) The petitioner is a landowner of properties within the perimeter of the proposed territory to be known as the Durango Mesa Annexation to the City of Durango, Colorado. Said properties are identified within the Durango Mesa Annexation as of the date of this petition, as shown on Exhibit A.

(2) That it is desirable and necessary to annex the properties shown on Exhibit B, attached hereto, comprising a total of 1,928 acres more or less. Exhibit B shows the annexation in its entirety.

(3) The described properties shall have an initial zone of OS Open Space.

(4) That the area sought to be annexed to the City of Durango meets the requirements of Section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:

   a. No less than one-sixth of the perimeter of the described property is contiguous to the City of Durango. The property for which annexation is sought has a total of 53,437 feet (73.5%) contiguous to the City of Durango.

   b. The area for which annexation is sought shares a community of interest with the City of Durango.

   c. The area for which annexation is sought is urban or will be urban in character in the near future.

   d. The area for which annexation is sought is integrated with or is capable of being integrated with the City of Durango.

   e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate parts or parcels without the written consent of the landowners thereof.
f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.

g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.

h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the City of Durango more than three miles in any direction from any point of the City’s boundary in any one year.

(5) That the signers of this petition will be combined with the other petition and will comprise the landowners of one hundred percent (100%) of the territory included in the area for which annexation is sought.

(6) That the petitioners request that the City of Durango approve this annexation.

(7) That the legal description of the territory proposed to be annexed is attached hereto as Exhibit B.

(8) The names and addresses of adjacent property owners to the property for which annexation is sought and within 300 feet of the boundary of the property for which annexation is sought are attached as Exhibit C.

(9) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

(10) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

(11) That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Charter of the City of Durango, Colorado, and all ordinances, resolutions, rules and regulations of the City of Durango.

CITY OF DURANGO

By ___________________________ Its ___________ Date ____________

The foregoing Petition for Annexation was subscribed and sworn before me, by ____________________________, this ______ day of July, 2023.

Witness my hand and official seal.
EXHIBIT A
PROPERTY TO ANNEXED
EXHIBIT A
PROPERTY TO ANNEXED

CITY OF DURANGO PROPERTIES ANNEXATION DESCRIPTION:
Parcel 1A and Parcel 1B of Durango Mesa Park Foundation Consolidation Plat as recorded in the office of the
La Plata County Clerk and Recorder, La Plata County, Colorado, Reception No. 1193896.
Contains 247.983 acres, more or less.
together with;
The NE1/4NW1/4 of Section 26, Township 35 North, Range 9 West, N.M.P.M., La Plata County, Colorado, as
described in a deed as recorded in the office of the La Plata County Clerk and Recorder, La Plata County,
Colorado, Receiption No. 1010745.
Contains 37.141 acres, more or less.
together with;
A parcel of land located in the NW1/4 of Section 4, Township 34 North, Range 9 West, N.M.P.M., La Plata
County, Colorado, as described in a deed as recorded in the office of the La Plata County Clerk and
Recorder, La Plata County, Colorado, Receiption No. 339515.
Contains 1.149 acres, more or less.
Total = 287.273 acres, more or less.
BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That the Board of County Commissioners of La Plata County, Colorado (County), for the consideration of ten dollars and other good and valuable consideration, in hand paid, hereby convey(s) to the City of Durango, a Colorado home rule city, whose legal address is 949 East Second Avenue, Durango, Colorado 81301 the following real property situate in the County of La Plata and State of Colorado, to wit:

All of County's property described in the Bargain and Sale Deed recorded in the records of the La Plata County Clerk and Recorder's office on January 15, 1998 as Reception No. 738998 as the Trail Areas, together with any prescriptive rights that County may own for trails constructed or existing immediately outside of the Trail Areas described in such Bargain and Sale Deed.

with all its appurtenances.

Signed and delivered this 13th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF LA PLATA COUNTY, COLORADO

BY [Signature]

STATE OF COLORADO

COUNTY OF [Signature]

ELIZABETH DUFVA
Notary Public
State of Colorado
Notary ID #20204008493
My Commission Expires 02-28-2024

The foregoing instrument was acknowledged before me this 13th day of June, 2023 by [Signature] as its Chair.

My commission expires: 2-28-24

Witness my hand and official seal.

[Signature]
Notary Public

N/A

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)
ANNEXATION DESCRIPTION:
A tract of land located in Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West, Sections 33 and 34, Township 34.5 North, Range 9 West, and Sections 4 and 5, Township 34 North, Range 9 West, N.M.P.M., La Plata County, Colorado, said tract being more particularly described as follows:

Beginning at the Northwest Corner of Section 33, Township 35 North, Range 9 West;
Thence N 89°26'35" E, along the north line of the NW1/4 of said Section 33, a distance of 2616.53 feet to the North 1/4 Corner of said Section 33;
Thence N 88°06'20" E, along the north line of the NE1/4 of said Section 33, a distance of 2577.58 feet to the Northeast Corner of said Section 33;
Thence N 80°37'00" E, along the north line of Lots 5, 4 and 3 of Section 34, a distance of 2506.83 feet to the North 1/4 Corner of said Section 34;
Thence N 01°25'02" E, along the west line of Lot 15 of Section 27, a distance of 1307.58 feet to the Center South 1/16 Corner of said Section 27;
Thence N 80°35'15" E, along the north line of said Lot 15 of Section 27, a distance of 1182.32 feet to the Southeast 1/16 Corner of said Section 27;
Thence N 01°14'42" E, along the west line of Lot 9 of Section 27, a distance of 1307.46 to the Center East 1/16 Corner of said Section 27;
Thence N 80°33'27" E, along the north line of said Lot 9 of Section 27, a distance of 1178.43 feet to the West 1/4 Corner of Section 26;
Thence N 88°21'52" E, along the north line of the NW1/4SW1/4 of said Section 26, a distance of 1313.59 feet to the Center West 1/16 Corner of said Section 26;
Thence N 03°31'35" E, along the west line of the SE1/4NW1/4 of said Section 26, a distance of 1283.26 feet to the Northwest 1/16 Corner of said Section 26;
Thence N 03°30'44" E, along the west line of the NE1/4NW1/4 of said Section 26, a distance of 1283.01 feet to the West 1/16 Corner common to Sections 23 and 26;
Thence N 87°29'28" E, along the north line of said NE1/4NW1/4 of said Section 26, a distance of 1245.66 feet to the North 1/4 Corner of said Section 26;
Thence N 87°30'06" E, along the north line of the NW1/4NE1/4 of said Section 26, a distance of 1245.31 feet to the East 1/16 Corner common to Sections 23 and 26;
Thence N 87°30'06" E, along the north line of the NE1/4NE1/4 of said Section 26, a distance of 1245.31 feet to the Northeast Corner of said Section 26;
Thence S 02°51'27" W, along the east line of said NE1/4NE1/4 of said Section 26, a distance of 1307.42 feet to the North 1/16 Corner common to Sections 23 and 26;
Thence S 87°56'14" W, along the south line of said NE1/4NE1/4 of said Section 26, a distance of 1287.39 feet to the Northeast 1/16 Corner of said Section 26;
Thence S 01°24'48" W, along the east line of the SW1/4NE1/4 of said Section 26, a distance of 1298.65 feet to the Center East 1/16 Corner of said Section 26;
Thence S 88°21'52" W, along the south line of said SW1/4NE1/4 of said Section 26, a distance of 1269.55 feet to the Center 1/4 Corner of said Section 26;
Thence S 01°58'32" W, along the east line of said NE1/4SW1/4 of said Section 26, a distance of 1288.28 feet to the Center South 1/16 Corner of said Section 26;
Thence S 87°50'09" W, along the south line of said NE1/4SW1/4 of said Section 26, a distance of 1292.61 feet to the Southwest 1/16 Corner of said Section 26;
Thence S 01°01'28" W, along the east line of the SW1/4SW1/4 of said Section 26, a distance of 1295.66 feet to the West 1/16 Corner common to Sections 26 and 35;
Thence S 87°35'41" W, along the south line of said SW1/4SW1/4 of said Section 26, a distance of 1271.69 feet to the Northeast Corner of Section 34;
Thence S 00°47'10" W, along the east line of Lot 1 of Section 34, a distance of 2012.87 feet to the Southeast Corner of said Lot 1 of Section 34;
Thence S 82°11'47" W, along the south line of said Lot 1 and the south line of Lot 2 of Section 34, a distance of 2483.33 feet to the Southwest Corner of said Lot 2 of Section 34;
Thence S 01°40'39" W, along the east line of Lot 10 of said Section 34, a distance of 1948.00 feet to the Southeast Corner of said Lot 10 of Section 34;

Continued on Sheet 2
Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West, N.M.P.M.;

Sections 33 and 34, Township 34.5 North, Range 9 West, N.M.P.M.;

Sections 8240'43" W, along the southerly line of Section 33, a distance of 1224.30 feet to the East 1/16 Corner common to Sections 33 and 4;

Sections 0319'92" W, along the west line of Lot 2 of Section 4, Township 34 North, Range 9 West, N.M.P.M., a distance of 1137.68 feet to the Northeast 1/16 Corner of said Section 4;

Sections 7950'50" W, along the south line of said Lot 2 of Section 4, a distance of 1092.49 feet to the Center North 1/16 Corner of said Section 4;

Sections 0336'58" E, along the east line of the SE1/4 NW1/4 of said Section 4, a distance of 1174.05 feet to the Center 1/4 Corner of said Section 4;

Sections 7616'52" W, along said north line of said SE1/4 NW1/4 of Section 4, a distance of 1290.43 feet to the Center West 1/16 Corner of said Section 4;

Sections 0149'04" E, along the east line of the NW1/4 SE1/4 of said Section 4, a distance of 356.98 feet, to the northwest line of Tract 2 of Tarpon West Overlook Subdivision Annexations No. 1 and No. 2 and Subdivision, Reception No. 874231;

Sections 4830'49" W, along said northwesterly line of Tract 2, a distance of 975.14 feet to the north line of a tract of land as shown on a plat STATE OF COLORADO U.S. HIGHWAY 160-550 SOUTH ANNEXATION NO. 1, Reception No. 695831;

Sections 4128'06" W, along said north line, a distance of 227.35 feet;

Sections 3814'16" W, along said north line, a distance of 61.98 feet;

Sections 5335'00" E, a distance of 552.50 feet;

Sections 4532'01" W, a distance of 380.23 feet;

Sections 1443'05" E, a distance of 688.53 feet to said north line of a tract of land as shown on said plat STATE OF COLORADO U.S. HIGHWAY 160-550 SOUTH ANNEXATION NO. 1, Reception No. 695831;

Sections along said north line, along the arc of a non-tangent curve to the right with a delta angle of 20°30'16" and a radius of 1307.40 feet, a distance of 475.48 feet, the long chord bears N 1747°01" W, a distance of 475.48 feet;

Sections 5903'51" W, along said north line, a distance of 304.40 feet to the westerly right-of-way of said State Highway No. 3;

Sections along the arc of a non-tangent curve to the right with the delta angle of 241°44'24" and a radius of 432.54 feet, a distance of 191.45 feet, the long chord bears N 57°35'51" E, a distance of 190.03 feet;

Sections 1813'00" W, along said westerly right-of-way, a distance of 632.85 feet;

Sections 8854'43" E, along said westerly right-of-way, a distance of 20.79 feet;

Sections 1807'01" E, along said westerly right-of-way, a distance of 264.82 feet to the west line of Section 34;

Sections 0127'54" W, along said west line of Section 4, a distance of 457.20 feet to the centerline of the Animas River;

Sections 3447'00" E, along the centerline of the Animas River, a distance of 432.51 feet;

Sections 2422'00" E, along the centerline of the Animas River, a distance of 167.00 feet;

Sections 0244'00" E, along the centerline of the Animas River, a distance of 150.74 feet to the north line of said Section 4;

Sections 8240'11" E, along said north line of Section 4, a distance of 883.60 feet to the West 1/16 Corner common to Section 4 and Section 35;

Sections 0111'45" E, along the west line of the E1/2SW1/4 of said Section 33, a distance of 2657.88 feet to the Center West 1/16 Corner of said section 33;

Sections 0111'45" E, a distance of 1036.12 feet;

Sections 8215'50" W, a distance of 108.42 feet;

Sections 6944'59" W, a distance of 197.11 feet;

Sections along the arc of a non-tangent curve to the right with the delta angle of 58°32'05" and a radius of 219.58 feet, a distance of 224.32 feet, the long chord bears N 43°08'51" W, a distance of 214.70 feet;

Sections 1515'03" W, a distance of 82.80 feet;

Sections 8956'05" W, a distance of 858.31 feet;

Sections 0123'15" W, a distance of 244.81 feet to the Southeast Corner of Lot 8 of Section 32;
Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West, Sections 33 and 34, Township 34.5 North, Range 9 West, Sections 4 and 5, Township 34 North, Range 9 West, N.M.P.M.

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Continued from Sheet 2

Thence S 88°23'59" W, along the south line of said Lot 8 of Section 32, a distance of 522.75 feet to the southeast corner of Tract A, as shown on Exhibit A of Resolution No. 2022-06, Durango Mesa Park, Lot 7 and Lot 11 Exemption Plat, Project Number 2021-0084, Reception No. 12111812;

Thence N 34°00'00" W, along the easterly line of said Tract A, a distance of 500.00 feet to the northeast corner of said Tract A;

Thence S 82°00'00" W, along the northerly line of said Tract A, a distance of 489.87 feet;

Thence S 53°00'00" W, along the northerly line of said Tract A, a distance of 193.92 feet to the northwest corner of said Tract A and the easterly right-of-way of State Highway No. 3;

Thence S 34°07'55" E, along said easterly right-of-way, a distance of 302.73 feet to the southwest corner of said Tract A;

Thence S 88°23'59" W, a distance of 695.18 feet to the centerline of the Animas River;

Thence N 31°39'28" W, along the centerline of the Animas River, a distance of 188.27 feet;

Thence N 15°51'25" W, along the centerline of the Animas River, a distance of 457.53 feet;

Thence N 27°19'27" W, along the centerline of the Animas River, a distance of 589.84 feet;

Thence N 04°13'55" W, along the centerline of the Animas River, a distance of 169.02 feet;

Thence S 89°58'40" W, a distance of 63.65 feet to the west line of the SW1/4NE1/4 of Section 32;

Thence N 00°39'56" E, along said west line of the SW1/4NE1/4 of Section 32, a distance of 996.60 feet;

Thence N 73°36'05" E, a distance of 256.71 feet to the easterly right-of-way of State Highway No. 3;

Thence along said easterly right-of-way, along the arc of a non-tangent curve to the right with a delta angle of 37°08'21" and a radius of 1768.15 feet, a distance of 1146.11 feet, the long chord bears N 21°01'15" E, a distance of 1126.15 feet;

Thence N 19°44'20" E, along said easterly right-of-way, a distance of 377.31 feet;

Thence along said easterly right-of-way, along the arc of a non-tangent curve to the left with a delta angle of 41°04' and a radius of 5854.60 feet, a distance of 427.57 feet, the long chord bears N 18°10'28" E, a distance of 427.48 feet;

Thence S 75°09'00" E, a distance of 345.91 feet;

Thence N 14°57'04" E, a distance of 465.33 feet;

Thence S 75°10'44" E, a distance of 70.00 feet;

Thence N 14°57'35" E, a distance of 554.78 feet;

Thence S 75°03'08" E, a distance of 96.36 feet;

Thence S 00°49'36" E, a distance of 878.64 feet to the north right-of-way of County Road 237;

Thence S 67°59'49" E, along said north right-of-way, a distance of 200.92 feet;

Thence S 38°44'49" E, along said north right-of-way, a distance of 158.68 feet;

Thence along said north right-of-way, along the arc of a non-tangent curve to the left with a delta angle of 120°44'01" and a radius of 95.98 feet, a distance of 126.39 feet, the long chord bears S 89°33'07" E, a distance of 104.27 feet;

Thence N 29°00'11" E, along said north right-of-way, a distance of 73.76 feet;

Thence N 69°00'11" E, along said north right-of-way, a distance of 60.42 feet;

Thence N 89°00'11" E, along said north right-of-way, a distance of 110.83 feet;

Thence S 51°59'49" E, along said north right-of-way, a distance of 103.97 feet;

Thence along said north right-of-way, along the arc of a tangent curve to the left with a delta angle of 55°00'00" and a radius of 140.99 feet, a distance of 135.34 feet, the long chord bears S 79°29'49" E, a distance of 130.20 feet;

Thence N 73°00'11" E, along said north right-of-way, a distance of 192.19 feet;

Thence along said north right-of-way, along the arc of a tangent curve to the right with a delta angle of 46°00'00" and a radius of 147.79 feet, a distance of 118.65 feet, the long chord bears S 83°59'49" E, a distance of 115.49 feet;

Thence S 60°59'49" E, along said north right-of-way, a distance of 104.56 feet to the north line of Section 32;

Thence N 88°15'36" E, along said north line, a distance of 115.04 feet to the point of beginning.

Contains 1,928.007 acres, more of less.

Length of Contiguity = 28,610 feet, more or less.

Total Perimeter = 72,675 feet, more or less.
REQUEST FOR ORDINANCE REGULATING THE SALE OF ANIMALS

PURPOSE/BACKGROUND

City Council requested information about the regulation of businesses that sell animals (pet stores selling cats and dogs primarily) after receiving an email request from the public to adopt such an ordinance.

A few other Colorado communities have this type ordinance in place. There are no current business issued to pet stores that sell kittens and/or puppies. Our code generally does not regulate the type of businesses permitted in the city.

The model ordinance provided follows.

WHEREAS, Most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals is disregarded in order to maximize profits (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2 million puppies per year in the United States.

WHEREAS, The documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal veterinary care; lack of adequate food, water and shelter; lack of socialization, exercise and enrichment; lack of sanitation.

WHEREAS, Pet store puppies are often sick and have behavioral problems because of the substandard conditions they were likely born into; they were taken from their mothers at a very young age; they were transported in trucks filled with other young puppies; they were placed in a pet store cage with or near other puppies who are often sick.

WHEREAS, Pet stores often mislead consumers as to where the puppies and kittens in the stores came from and make false health and behavior guarantees. Many consumers end up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer, and in some cases pass away.

WHEREAS, According to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant Campylobacter infection from contact with pet store puppies.

WHEREAS, Current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the sale of puppy and kitten mill dogs and cats in pet stores pose. Federal oversight of the commercial breeding industry is severely lacking.

WHEREAS, Prohibiting pet stores from selling dogs and cats is likely to decrease the demand for puppies and kittens bred in puppy and kitten mills and decrease the burden that pet store puppies and kittens that end up in animal shelters place on local agencies and taxpayers.

WHEREAS, The huge majority of pet stores, both large chains and small, family-owned shops, are already in compliance with the proposed [legislation/ordinance] as they already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events.

WHEREAS, This [legislation/ordinance] will not affect a consumer’s ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public.

WHEREAS, The [legislature/council] believes it is in the best interest of [state/city] to adopt reasonable regulations to reduce costs to the [state/city] and its residents, protect citizens who may purchase cats or dogs from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the [City].

Section 1. Definitions

Animal care facility means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

Animal rescue organization means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes. This term does not include an entity that is a breeder or broker or one that obtains animals from a breeder or broker for profit or compensation.

Breeder means a person that maintains a dog or cat for the purpose of breeding and selling their offspring.

Broker means a person that transfers a dog or cat from a breeder for resale by another person.

Cat means a member of the species of domestic cat, Felis catus.
Dog means a member of the species of domestic dog, Canis familiaris. Offer for sale means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away or otherwise dispose of a dog or cat. Pet store means a retail establishment where dogs or cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal care facility or animal rescue organization, as defined.

Section 2. Restrictions on the Sale of Animals
No pet store shall sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of cats or dogs. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats provided the pet store shall not have any ownership interest in the animals offered for adoption and shall not receive a fee for providing space for the adoption of any of these animals.

Section 3. Penalty.
A pet store that violates this section shall be subject to a civil penalty of $500, and each dog or cat offered for sale in violation of this section shall constitute a separate violation.

Section 4. Severability.
If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. Effective Date.
This ordinance shall become effective 90 days after passage.

FISCAL IMPACT
Unknown

APPLICABILITY TO STRATEGIC PLAN GOALS
Engaged and Collaborative Government (ECG)

RECOMMENDATION
None
ORDINANCE NO. 0-2023-

AN ORDINANCE AMENDING, IN PERTINENT PART, THE DURANGO CODE OF ORDINANCES CHAPTER 4- ANIMALS- ARTICLE I- IN GENERAL- BY ADDING SECTION 4-15 – Sale of Cats and Dogs; Prohibited, to read as follows:

(Red type indicates addition of text, strike through indicates original text removed, empty brackets [] indicate omitted and unchanged text)

Sec. 4-15. – Sale of Cats and Dogs; Prohibited

(a) No person shall engage in the sale, barter, auction, give away, offer for adoption, advertisement for sale or other disposition the species of domestic cat, felis catus and the species of domestic dog, canis familiaris at retail pet stores.

(b) Nothing herein shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats provided the pet store shall not have any ownership interest in the animals offered for adoption and shall not receive a fee for providing space for the adoption of any of these animals.

Sec. 4-15. 16.-Penalties and fines

WHEREAS, prohibiting pet stores from selling dogs and cats bred under conditions unknown, undiscoverable and unverifiable to consumers will decrease the burden of unwanted pets at animal shelters and local agencies at significant cost to taxpayers.

WHEREAS, pet stores currently operating in the City of Durango, are already in compliance with the proposed ordinance as they already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events.
WHEREAS, the ordinance will not affect a consumer’s ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public.

NOW, THEREFORE, THE CITY OF DURANGO HEREBY ORDAINS, THAT THE DURANGO CODE OF ORDIANCES CHAPTER 4- ANIMALS- ARTICLE I- IN GENERAL BE AMENDED IN PERTINENT PART, - BY ADDING SECTION 4-15 – Sale of Cats and Dogs; Prohibited, to read as follows:

(Red type indicates addition of text, strike through indicates original text removed, empty brackets [] indicate omitted and unchanged text)

Sec. 4-15. – Sale of Cats and Dogs; Prohibited

(a) No person shall engage in the sale, barter, auction, give away, offer for adoption, advertisement for sale or other disposition the species of domestic cat, felis catus and the species of domestic dog, canis familiaris at retail pet stores.

(b) Nothing herein shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats provided the pet store shall not have any ownership interest in the animals offered for adoption and shall not receive a fee for providing space for the adoption of any of these animals.

Sec. 4-15. 16.-Penalties and fines

This ordinance shall become effective ten (10) days after its passage and final publication as provided by law.

CITY COUNCIL OF THE CITY OF DURANGO

Attest:

___________________________
Mayor

___________________________
City Clerk
STATE OF COLORADO

COUNTY OF LA PLATA

I, Faye Harmer, City Clerk of the City of Durango, La Plata County, Colorado, do hereby certify that Ordinance No. O-2023- was regularly introduced and read at a regular meeting of the City Council of the City of Durango, Colorado on the ___ day of February, 2023, and was ordered published in accordance with the terms and conditions of the statutes in such cases made and provided, in the Durango Herald, a newspaper of general circulation, on the ___ day of July, 2023, prior to its final consideration by the City Council.

________________________________
City Clerk

I further certify that said Ordinance No. O-2023- was duly adopted by the Durango City Council on the ___day of July, 2023, and that in accordance with instructions received from the Durango City Council, said ordinance was published by title only in the Durango Herald on the ___ day of July, 2023.

________________________________
AGENDA DOCUMENTATION

Item 11.2

Meeting Date: August 1, 2023

TO: DURANGO CITY COUNCIL
FROM: BEN FLORINE, CHIEF DEPUTY CLERK

SUBJECT: PROPOSED ORDINANCE REPEALING CHAPTER 5, ARTICLE VIII, DURANGO LOCAL LICENSING AUTHORITY AND AMENDING CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, FOR THE PURPOSES OF ENACTING THE CITY CLERK’S OFFICE AS THE LOCAL LICENSING AUTHORITY

RECOMMENDATION:

It is recommended that City Council, by motion Approve the Proposed Ordinance Repealing Chapter 5, Article VIII, Durango Local Licensing Authority and Amending Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Durango for the Purposes of Enacting the City Clerk’s Office as the Local Licensing Authority and Declaring an Effective Date, for Final Reading at the August 15th City Council Meeting.

BACKGROUND SUMMARY:

With the Boards and Commissions reorganization, Council directed staff to to assess various boards and commissions for ways to streamline efficiencies and public processes. The Durango Local Licensing Authority was identified as a board that could be repealed and replaced with a more efficient process. Staff identified that the current DLLA board and approval processes could be transitioned over to an administrative process. Public hearings and license approvals could be in conjunction with regular City Council Meetings.

STRATEGIC PLAN ALIGNMENT:

Financial Excellence and High Performing Government

ALTERNATIVE OPTIONS CONSIDERED:

No alternative options were created, however, the new process was developed while considering public hearing needs, ways to address violations, and shortening timelines to help businesses.

FISCAL IMPACT:

A reduction in staff time and meetings would allow for proper use of staff resources and departmental budgets.

POTENTIAL ADVERSE IMPACTS:

Additional items for approval would add to regular City Council Meetings, however, there would be an average of ten licenses to approve each year.

NEXT STEPS AND TIMELINE:

Ordinance would be considered for Final Reading at the August 15th, 2023 City Council Meeting.
August 1, 2023
City Council Regular Meeting

Ordinance Repealing Local Licensing Authority and Amending Code of Ordinances to Enact Clerk’s Office as Local Licensing Authority

Ben Florine
City Clerk’s Office
FE & HPG
Mission (Why we exist)
“The City of Durango and our employees provide, efficient city services, effectively maintain city assets and manage growth, are accountable, ethical, fiscally responsible, and collaborate with regional partners to improve the quality of life for our entire community.”

Vision (What we want to be)
“Durango is an authentic, diverse, multigenerational, and thriving community. Our Residents value and enjoy our unique natural environment and benefit from the management of our City’s resources in a fiscally responsible, environmental, and socially sustainable manner.”

Values (What we believe in)
Teamwork | Dependability | Professionalism | Service |
Respect | Innovation | Well-Being

Proposed Ordinance Repealing Chapter 5, Article VIII, Durango Local Licensing Authority and Amending Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Durango for the Purposes of Enacting the City Clerk’s Office as the Local Licensing Authority and Declaring an Effective Date. – FE&HPG
BENEFITS OF TRANSITIONING DLLA TO A CLERK’S ADMIN PROCESS

- ELIMINATES EXCESSIVE MEETINGS AND STAFF TIME
- ISSUE LIQUOR AND MARIJUANA LICENSES MORE QUICKLY, BENEFIT TO LICENSEE
- MAINTAIN THOROUGH REVIEW AND APPROVAL PROCESSES INTERDEPARTMENTALLY
OVERVIEW- DLLA

ISSUES

NEW ADMINISTRATIVE MANAGEMENT
Application: Licensee submits application

Departmental / Entity Approval: Complete application reviewed and approved by ComDev, PD, Code Enforcement, Utilities, SJBHD, and DOR

Final Approval / CC Meeting: Licenses would have final approval at City Council Regular Meetings
I Motion to Approve the Proposed Ordinance Repealing Chapter 5, Article VIII, Durango Local Licensing Authority and Amending Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Durango for the Purposes of Enacting the City Clerk’s Office as the Local Licensing Authority and Declaring an Effective Date, for Final Reading at the August 15th Regular City Council Meeting.
ORDINANCE NO. O-2023-

AN ORDINANCE REPEALING CHAPTER 5, ARTICLE VIII, DURANGO LOCAL LICENSING AUTHORITY AND AMENDING CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF DURANGO FOR THE PURPOSES OF ENACTING THE CITY CLERK’S OFFICE AS THE LOCAL LICENSING AUTHORITY AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Durango Local Licensing Authority (DLLA) has been vested with the authority to review, process and act on applications for new licenses and changes to licenses issued un the Colorado Beer Code, the Colorado Liquor Code and for Marijuana Businesses authorized for licensure within the City; and

WHEREAS, Chapter 5, Article VIII of the Code of Ordinances of the City of Durango grants the authority to the DLLA to take licensing actions under the aforementioned provisions of Colorado State law; and

WHEREAS, Chapter 5, Article VIII of the Code of Ordinances of the City of Durango delegates the necessary power and authority to examen and administratively approve liquor licenses, medical marijuana centers, or medical marijuana-infused products manufacturing establishments to the City Clerk’s Office; and

WHEREAS, the City Clerk’s Office has the ability and knowledge to conduct the licensing procedures based on aforementioned delegation of duties; and

WHEREAS, Chapter 13 of the Code of Ordinances of the City of Durango, dictates licensing approval procedures carried out by the City Manager’s Office and the City Clerk’s Office; and

WHEREAS, public hearing has heretofore been held before the City Council of the City of Durango, and the Council has determined, subsequent to said public hearing, that the repealing of Chapter 5, Article VIII, “Durango Local Licensing Authority”, and amending of Chapter 13, “Licenses and Business Regulations”, of the Code of Ordinances of the City of Durango would be in the best interests of the citizens of the City of Durango.

NOW, THEREFORE, THE CITY OF DURANGO HEREBY ORDAINS:

Part 1. That Article VIII of Chapter 5 of the Code of Ordinances of the City of Durango, pertaining to the Durango Local Licensing Authority, should be and the same is hereby repealed in its entirety.
Part 2. The Code of Ordinances of the City of Durango, Colorado is hereby amended by the addition of Article VIII to Chapter 13, Licenses and Business Regulations, titled “Local Licensing Authority” to read in its entirety as follows:

Chapter 13. LICENSES AND BUSINESS REGULATIONS
ARTICLE VIII. LOCAL LICENSING AUTHORITY

Sections 13-217 through 13-229: RESERVED

Sec. 13-230. Office of the City Clerk as Local Licensing Authority

There is hereby established a liquor licensing authority with the duty and authority to grant, renew or refuse licenses for the sale of malt, vinous and spirituous liquors or fermented malt beverages as provided by law, to conduct investigations as are required by law, and to suspend or revoke such licenses for cause in the manner provided by law. The Office of the City Clerk shall have all of the powers and be subject to all other restrictions as set forth in C.R.S. Title 12, Articles 43.3, 43.4, 46, 47 and 48 and article VIII, chapter 13, of this Code.

Sec. 13-231. Secretary of Authority

The City Clerk, or their designee, shall provide necessary notice of meetings to members and shall also provide secretarial and reporting services for the authority. The secretary shall prepare and keep the minutes of the meetings of the authority. The records of such meetings, if any, shall be submitted monthly to the City Council and shall become part of the permanent records of the city to be maintained by the City Clerk.

Sec. 13-232. Establishment of Fees

All fees heretofore established by the City Council or by the Durango Local Licensing Authority prior to the enactment of Article VIII, Chapter 13 of the Code of Ordinances of the City of Durango shall remain in effect until such time as new fees have been established by resolution of the city council. The City Council shall have the exclusive power and authority to establish fees for licenses referenced within this article VIII, including, but not limited to the following:

(1) All fees specified and in the amounts set forth in C.R.S. Title 12, Articles 43.3, 43.4, 46, 47 and 48.
(2) Application and investigation fees as determined by the city council, to cover the actual and necessary expenses to the city of such applications; provided, however, such fees shall be subject to the limitations, if any, expressed by state law as to the maximum amounts which may be charged in conjunction with applications relating to new licenses, transfers or location or ownership of existing licenses or applications for renewal of existing licenses.
(3) Fees determined by the city council in conjunction with applications for special events permits for the investigation and issuance of such permits; provided, however, such fees shall be subject to the limitations set forth under applicable state law.

Sec. 13-233. Authority of Licensing Authority to suspend or revoke licenses.

In addition to any other penalties prescribed in this Code and the laws of the State, the licensing authority of the City shall have the power on its own motion, or after complaint, after investigation and public hearing, at which the licensee shall be afforded an opportunity to be heard, to suspend or revoke any license issued by it for any violation by the licensee or by any of
the agents, servants or employees of such licensees of the provisions of this Chapter, or of any of the rules or regulations adopted by the state licensing authority or the statutes of the State of Colorado. Procedures for suspension or revocation shall be as provided by state law and/or resolution of the Authority.

Sec 13-234. Delegation of Public Hearing Authority to City Council

There is hereby delegated to the City Council, the necessary power and authority to accomplish the following:

(1) The scheduling and holding of hearings in conjunction with applications for new licenses under the Colorado Beer Code; the Colorado Liquor Code; or license applications for medical marijuana centers, and medical marijuana testing facilities pursuant to C.R.S. Title 12, Article 43.3 or division 2 of article VIII, chapter 13 of this Code, or for retail marijuana establishments pursuant to C.R.S. Title 12, Article 43.4 or division 1 of article VIII, chapter 13 of this Code.

(2) The scheduling and holding of necessary hearings in conjunction with any application for a change in location or ownership with respect to an existing liquor license or medical marijuana business license or retail marijuana establishment license within the City of Durango. The Durango Local Licensing Authority shall not approve a change in location, a co-location or a conversion of a license unless the proposed location to be licensed complies with all requirements for the proposed type of use, including but not limited to zoning requirements, separation requirements and other similar limitations on locations for such uses contained in the City Code or the LUDC.

(3) The scheduling and holding of any necessary hearings in conjunction with determination of probable cause and resulting show-cause hearings pertaining to any violations by a licensee of any term, provision or condition of the Colorado Beer Code, the Colorado Liquor Code, C.R.S. Title 12, Article 43.3 or division 2 of article VIII, chapter 13 of this Code, or for retail marijuana establishments pursuant to C.R.S. Title 12, Article 43.4 or division 1 of article VIII, chapter 13 of this Code.

(4) Any other matters pertaining to the issuance or renewal of liquor licenses, medical marijuana business licenses or retail marijuana establishment licenses within the City of Durango which are deemed necessary by the Office of the City Clerk.
Part 3. This ordinance shall become effective ten (10) days after its passage and final publication as provided by law.
ORDINANCE NO. O-2023-

AN ORDINANCE APPROVING THE ANNEXATION AND INITIAL ZONING FOR THE DURANGO MESA ADDITION TO THE CITY OF DURANGO AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Petitions for Annexation of the Durango Mesa Addition, all as shown on Exhibit ‘A’ have been accepted by Resolution by the City of Durango: and

WHEREAS, the Petitions for Annexation were accompanied by the required maps of said tracts of land; and

WHEREAS, the subject property is eligible for annexation and that the Petitions for Annexation meet the statutory requirements for annexation; and

WHEREAS, said Petitions are signed by the owners of one hundred percent (100%) of the property proposed to be annexed; and

WHEREAS, the City Council has determined, subsequent to the required public hearing, that the annexation of the property is in the best interests of the citizens of the City of Durango:

NOW, THEREFORE, THE CITY OF DURANGO HEREBY ORDAINS:

Section 1. Subject to and conditioned on the execution and recording of a satisfactory Annexation Agreement and Annexation Map, the annexation of certain territory to be known as the Durango Mesa Addition to the City of Durango, which territory is legally described on Exhibit ‘A’ hereto attached, the contents of which are incorporated by reference herein, is hereby approved.

Section 2. The annexation of such territory to the City of Durango shall be complete and such territory shall become a part of the City of Durango following the effective date of this ordinance but not until the completion and recording of the Annexation Agreement and Annexation Map for the property. The Property, as described on the attached Exhibit ‘A’, shall be zoned RA (Rural Agriculture) and OS (Open Space).

Section 3. This ordinance shall become effective ten (10) days after its passage and final publication as provided by law.
STATE OF COLORADO )
COUNTY OF LA PLATA )

I, Faye Harmer, City Clerk of the City of Durango, La Plata County, Colorado, do hereby certify that Ordinance No. O-2022-23 was regularly introduced and read at a regular meeting of the City Council of the City of Durango, Colorado on the 20th day of June 2022, and was ordered published in accordance with the terms and conditions of the statutes in such cases made and provided, in the Durango Herald, a newspaper of general circulation, on the 25 day of June, 2022, prior to its final consideration by the City Council.

City Clerk

I further certify that said Ordinance No. O-2022-23 was duly adopted by the Durango City Council on the 5th day of July, 2022, and that in accordance with instructions received from the Durango City Council, said ordinance was published by title only in the Durango Herald on the 9th day of July, 2022.

City Clerk
LEGAL DESCRIPTIONS OF PROPERTIES TO BE ANNEXED

ANNEXATION DESCRIPTION:
A tract of land located in Sections 26, 27, 32, 33 and 34, Township 35 North, Range 9 West, Sections 33 and 34, Township 34.5 North, Range 9 West, and Sections 4 and 5, Township 34 North, Range 9 West, N.M.P.M., La Plata County, Colorado, said tract being more particularly described as follows:

Beginning at the Northwest Corner of Section 33, Township 35 North, Range 9 West;
Thence N 89°26'35" E, along the north line of the NW1/4 of said Section 33, a distance of 2616.53 feet to
the North 1/4 Corner of said Section 33;
Thence N 88°06'20" E, along the north line of the NE1/4 of said Section 33, a distance of 2577.58 feet to
the Northeast Corner of said Section 33;
Thence N 89°37'00" E, along the north line of Lots 5, 4 and 3 of Section 34, a distance of 2505.83 feet to
the North 1/4 Corner of said Section 34;
Thence N 01°25'02" E, along the west line of Lot 15 of Section 27, a distance of 1307.58 feet to the Center
South 1/16 Corner of said Section 27;
Thence N 80°35'15" E, along the north line of said Lot 15 of Section 27, a distance of 1182.32 feet to the
Southeast 1/16 Corner of said Section 27;
Thence N 01°14'42" E, along the west line of Lot 9 of Section 27, a distance of 1307.46 to the Center East
1/16 Corner of said Section 27;
Thence N 80°33'27" E, along the north line of said Lot 9 of Section 27, a distance of 1178.43 feet to the
West 1/4 Corner of Section 26;
Thence N 88°21'52" E, along the north line of the NW1/4SW1/4 of said Section 26, a distance of 1313.59 feet to
the Center West 1/16 Corner of said Section 26;
Thence N 03°31'35" E, along the west line of the SE1/4NW1/4 of said Section 26, a distance of 1283.26 feet to
the Northwest 1/16 Corner of said Section 26;
Thence N 03°30'44" E, along the west line of the NE1/4NW1/4 of said Section 26, a distance of 1283.01 feet to
the West 1/16 Corner common to Sections 23 and 26;
Thence N 87°29'28" E, along the north line of said NE1/4NW1/4 of said Section 26, a distance of 1245.66 feet to
the North 1/4 Corner of said Section 26;
Thence N 87°30'06" E, along the north line of the NW1/4NE1/4 of said Section 26, a distance of 1245.31 feet to
the East 1/16 Corner common to Sections 23 and 26;
Thence N 87°30'06" E, along the north line of the NE1/4NE1/4 of said Section 26, a distance of 1245.31 feet to
the Northeast Corner of said Section 26;
Thence S 02°51'27" W, along the east line of said NE1/4NE1/4 of said Section 26, a distance of 1307.42 feet to
the North 1/16 Corner common to Sections 25 and 26;
Thence S 87°56'14" W, along the south line of said NE1/4NE1/4 of said Section 26, a distance of 1257.39 feet to
the Northeast 1/16 Corner of said Section 26;
Thence S 01°24'45" W, along the east line of the SW1/4NE1/4 of said Section 26, a distance of 1298.65 feet to
the Center East 1/16 Corner of said Section 26;
Thence S 88°21'52" W, along the south line of the NW1/4NE1/4 of said Section 26, a distance of 1269.55 feet to
the Center 1/4 Corner of said Section 26;
Thence S 01°58'32" W, along the east line of the NE1/4SW1/4 of said Section 26, a distance of 1288.28 feet to
the Center South 1/16 Corner of said Section 26;
Thence S 87°50'02" W, along the south line of said NE1/4SW1/4 of said Section 26, a distance of 1292.61 feet to
the Southwest 1/16 Corner of said Section 26;
Thence S 01°01'28" W, along the east line of the SW1/4SW1/4 of said Section 26, a distance of 1295.66 feet to
the West 1/16 Corner common to Sections 26 and 35;
Thence S 87°35'41" W, along the south line of said SW1/4SW1/4 of said Section 26, a distance of 1271.69 feet to
the Northeast Corner of Section 34;
Thence S 00°47'10" W, along the east line of Lot 1 of Section 34, a distance of 2012.87 feet to the Southeast
Corner of said Lot 1 of Section 34;
Thence S 82°11'47" W, along the south line of said Lot 1 and the south line of Lot 2 of Section 34, a distance of
2483.33 feet to the Southwest Corner of said Lot 2 of Section 34;
Thence S 01°40'39" W, along the east line of Lot 10 of said Section 34, a distance of 1949.00 feet to the
Southwest Corner of said Lot 10 of Section 34;

Continued on Sheet 2
Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West, N.M.P.M.;
Sections 33 and 34, Township 34.5 North, Range 9 West, N.M.P.M.;
Sections 82'40.43", W, along south line of Lot 12 of Section 4, a distance of 1092.49 feet to the
Center North 1/16 Corner of said Section 4;

Sections 33 and 4 of said Section 2, a distance of 1174.05 feet to the
Center 1/4 Corner of said Section 4;

Sections 76'16.52", W, along south line of said Lot 2 of Section 4, a distance of 1290.43 feet to the
Center West 1/16 Corner of said Section 4;

Sections 01'49.04", E, along east line of the SE1/4 NW1/4 of said Section 4, a distance of 356.98 feet, to
the northwestern line of Tract 2 of Tarpon West Overlook Subdivision Annexations No. 1 and No. 2 and
Subdivision, Reception No. 874231;

Sections 48'30.49", W, along said northwesterly line of Tract 2, a distance of 975.14 feet to the north line of
a tract of land as shown on a plat STATE OF COLORADO U.S. HIGHWAY 160-550 SOUTH ANNEXATION NO. 1,
Reception No. 695831;

Sections 59'03.51", W, along said north line, a distance of 304.40 feet to the westerly right-of-way of said
State Highway No. 3;

Sections 01'27.54", W, along the arc of a non-tangent curve to the right with a delta angle of 205.016" and a radius of
475.48 feet, the long chord bears N 1747.01", W, a distance of 397.87 feet;

Sections 59'03.51", W, along said north line, a distance of 227.35 feet;

Sections 38'14.16", W, along said north line, a distance of 61.98 feet;

Sections 53'35.00", E, a distance of 552.50 feet;

Sections 45'52.01", W, a distance of 360.23 feet;

Sections 45'52.01", W, a distance of 128.53 feet to said north line of a tract of land as shown on said plat
STATE OF COLORADO U.S. HIGHWAY 160-550 SOUTH ANNEXATION NO. 1, Reception No. 695831;

Sections 18'03.07", E, along westerly right-of-way, a distance of 632.85 feet;

Sections 34'47.00", E, along the centerline of the Animas River, a distance of 343.57 feet;

Sections 24'22.02", E, along the centerline of the Animas River, a distance of 127.00 feet;

Sections 02'44.00", E, along the centerline of the Animas River, a distance of 150.74 feet to the north line of
said Section 4;

Sections 82'40.11", W, along north line of Section 4, a distance of 883.60 feet to the West 1/16 Corner
common to Section 4 and Section 35;

Sections 01'11.45", E, along the west line of the E1/2SW1/4 of said Section 33, a distance of 2857.88 feet to the
Center West 1/16 Corner of said section 33;

Sections 01'11.45", E, a distance of 1096.12 feet;

Sections 82'15.50", W, a distance of 108.42 feet;

Sections 69'44.59", W, a distance of 197.11 feet;

Sections 01'23.15", W, a distance of 244.81 feet to the Southeast Corner of Lot 8 of Section 32;
Sections 26, 27, 29, 32, 33 and 34, Township 35 North, Range 9 West,
Sections 33 and 34, Township 34.5 North, Range 9 West,
Sections 4 and 5, Township 34 North, Range 9 West, N.M.P.M.

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