

AGENDA

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)



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

CITY COUNCIL REGULAR MEETING
DURANGO CITY HALL, SMITH CHAMBERS
10/17/2023
5:30 PM

MAYOR

Melissa Youssef

MAYOR PRO-TEM

Jessika Buell

CITY COUNCILORS

Olivier Bosmans – David Woodruff -
Gilda Yazzie

CITY MANAGER

José Madrigal

ASSISTANT CITY MANAGER

Erin Hyder

MANAGING DIRECTOR

Bob Brammer, Public Safety

CITY ATTORNEY

Mark Morgan

CHIEF FINANCIAL OFFICER

Devon Schmidt

CITY CLERK

Faye Harmer

AIRPORT

Tony Vicari, Director

911 COMMUNICATIONS

Zeta Fail, Director

LIBRARY SERVICES

Luke Alvey-Henderson, Director

PARKS AND RECREATION

Sara Humphrey, Interim Director

TRANSPORTATION

Sarah Hill, Director

INFORMATION TECHNOLOGY

Justin Carlton, Director

PUBLIC WORKS

Allison Baker, Director

HUMAN RESOURCES

Bonnie Kling, Director

COMMUNITY DEVELOPMENT

Scott Shine, Director

**CITY OF DURANGO
CITY COUNCIL REGULAR MEETING
DURANGO CITY HALL, SMITH CHAMBERS
10/17/2023
5:30 PM**

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. Friends of the Library Bookmark Contest Winners
 - 4.2. Proclamation: Community Library Champion
5. CITY MANAGER UPDATES - Information Only 6:15 PM
 - 5.1. City Inclusive Entrepreneurship Program Update - Tommy Crosby
6. COMMITTEE, BOARD AND LIAISON REPORTS - Information Only 6:30 PM
 - 6.1. Airport Commission Quarterly Report
7. PUBLIC COMMENT ON AGENDA ITEMS ONLY (Items 8, 9 & 11) 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 October 3, 2023 City Council Regular Meeting
 - 8.2. Final Reading of Ordinances
 - 8.2.1. Final Approval of Ordinance O-2023-0018 Enacting a Standing Order Regarding the Prohibition of Firearms and Other Deadly Weapons in City Buildings - EL&SP - Submitted by Mark Morgan
 - 8.2.2. Final Approval of Ordinance O-2023-0019 Approving the Cross Right-of-Way Abandonment Request - ELSP - Submitted by the Community Development Department
 - 8.3. Adoption of Resolution(s) by Consent

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.

- 8.3.1. Approval of a Mayoral Letter of Commitment for the National League of Cities City Inclusive Entrepreneurship Program - AEO - Submitted by Community Development Department
- 8.3.2. Approval of a Mayoral Letter of Support for a Regional Housing Alliance Grant Application for the Pathways to Removing Obstacles to Housing Program - AEO - Submitted by Community Development Department
- 8.4. Approval of Other Administrative Items
 - 8.4.1. Approval of Administrative Updates to the City of Durango Boards and Commissions Manual
 - 8.4.2. Request for a Public Hearing on the City Manager's 2024 Proposed Budget Including Highway User Tax Fund (HUTF) Distributions (November 7, 2023)
 - 8.4.3. Discussion and Possible Action Concerning a Resolution Authorizing an Appropriation for the Colorado Department of Transportation Highway Safety Office, Speed and Distracted Driving Grant Program that will close by June 14, 2024 (ELSP)
- 8.5. Land use and Development Action Items
 - 8.5.1. Approval of the Twin Buttes Phase I Filing 4 Final Plat - AEO - Submitted by Community Development
 - 8.5.2. A Request for a Public Hearing to Review the Proposed Lot 1R-R3 BLD Preliminary Minor Subdivision (November 7, 2023) - AEO - Submitted by Community Development Department
- 9. ITEMS PULLED FROM THE CONSENT AGENDA - Action Item with discussion
- 10. LAND USE AND DEVELOPMENT - Action Items with Discussion 7:15 PM
 - 10.1. A Public Hearing Regarding the Downtown Fire Station-Powerhouse Minor Subdivision Preliminary Plan, 1235 and 1295 Camino del Rio - AEO - Submitted by Community Development Department
- 11. RESOLUTIONS - CONSIDERATION OF ADOPTION - Action Items with discussion - 7:30 PM
 - 11.1. Resolution Directing the City Manager to Include Funding for a Full-Time Position for Municipal Court Judge in the 2024 Budget and Remove Funding for the Contract for Municipal Judge Services in the 2024 Budget
- 12. FIRST READING OF ORDINANCES - CONSIDERATION OF ADOPTION AND PUBLIC HEARING - Action items with discussion - No items
 - 12.1. A Request for a Public Hearing to Review the Proposed 1235 and 1295 Camino del Rio Downtown Fire Station Powerhouse Minor Subdivision Preliminary Plan (October 17, 2023)- AEO - Submitted by the Community Development Department
- 13. PUBLIC COMMENT ON NON-AGENDA ITEMS - No discussion
- 14. INTRODUCTION OF ORDINANCES AND REQUEST FOR PUBLIC HEARING - Action Item with limited discussion - No Items
- 15. OTHER NEW BUSINESS - Non-Dispositive with limited discussion 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.

15.1. Discussion Regarding Lodgers' Tax Council Determination Budgeting for Outcomes Services Proposals

16. OTHER MATTERS - Non-Dispositive with limited discussion

16.1. Requests for Excused Absences

16.2. Directives

17. ADJOURNMENT 8:15 PM

NOTE THAT ALL TIMES ARE APPROXIMATIONS

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](https://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.

PROCLAMATION

2023 LIBRARY COMMUNITY CHAMPION

READING CLUB OF DURANGO

WHEREAS, recognizing that the success of any public library is enhanced and sustained by dedicated citizens, the Durango Public Library Advisory Board will single out certain individuals or groups for particular appreciation through its Library Community Champion initiative. The awarding of this personal distinction honors singular achievement and commitment on behalf of the Library and, in turn, the community; and

WHEREAS, the Reading Club of Durango was nominated for the Library Community Champion Award for their role in establishing the Durango Public library and promoting literacy from 1882 to the present day; and

WHEREAS, the Reading Club wrote to Andrew Carnegie to obtain funding for the building in 1907, and donated its own small library of books, furnishings and fixtures to the new library; and

WHEREAS, the club played an integral role in the preservation of the Mesa Verde cliff dwellings and the preservation of Mesa Verde as a park; and

WHEREAS, the Durango Public Library Advisory Board wishes to recognize the Reading Club of Durango publicly for their dedication to the Durango Public Library, our community, and all that they did and continue to do to make the Durango Public Library and Durango a success.

NOW, THEREFORE, I, Melissa Youssef, Mayor of Durango, Colorado, do hereby recognize the Reading Club of Durango as the 2023 Library Community Champion.

Mayor, Melissa Youssef

City Clerk, Faye Harmer



October 17, 2023

National League of Cities - City Inclusive Entrepreneurship Program (CIE)

Tommy Crosby – Economic
Opportunity Manager

Strategic Plan Goals:

Diversity, Equity, & Inclusion

Affordability & Economic
Opportunity



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

Operational Update Regarding the National League of Cities City Entrepreneurship Program (CIE)

What is CIE?



Creating **policies, programs, and practices** that drive inclusive, entrepreneurship-led economic growth in our community.



Why CIE?

Bringing equity into economic growth.

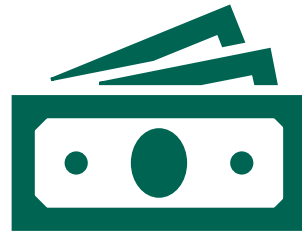
*Expanding economic opportunity
to all communities within our city.*

How?

ECOSYSTEM ACCELERATOR COHORT



Convened a **food business workgroup**



\$15k of funding
awarded



Worked with multi-state cohort of cities and 1:1 **expert consulting**



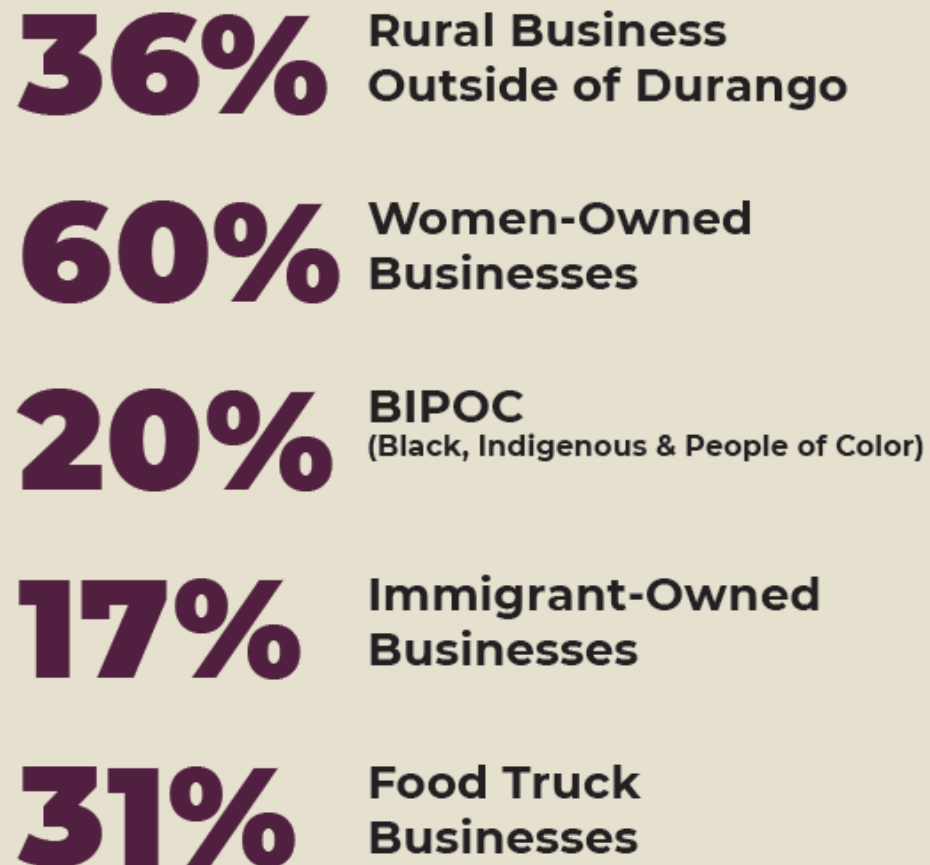
Community drove the scope of our work

Who?

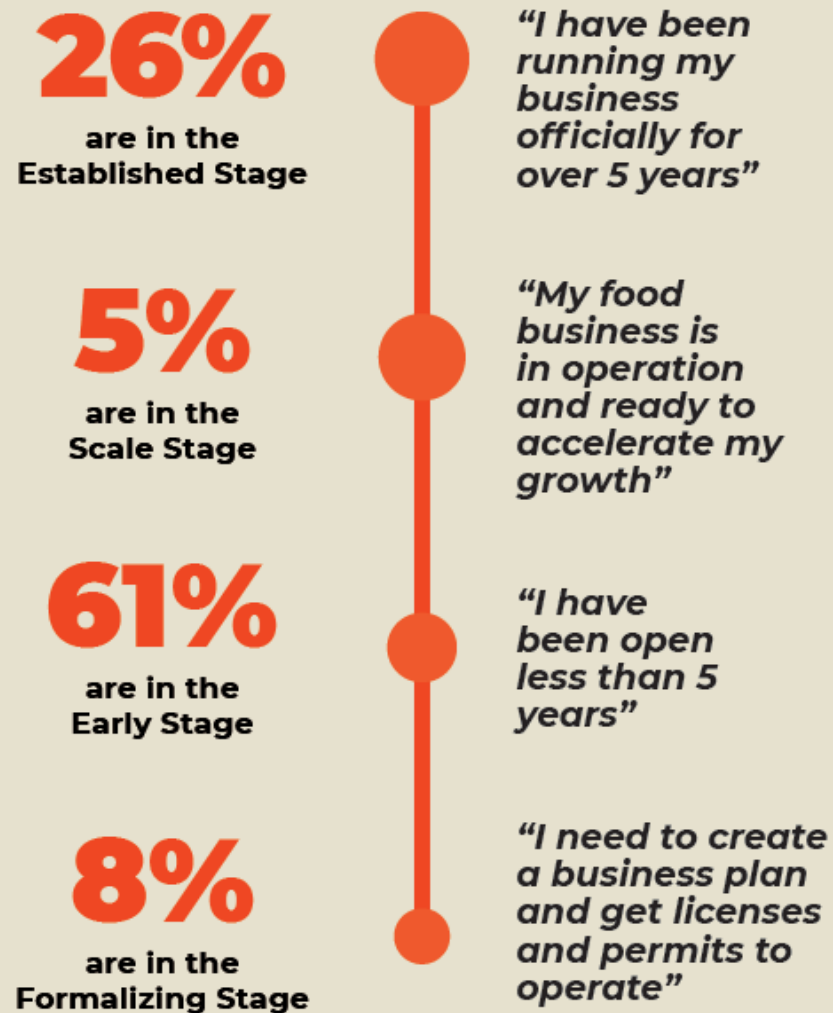




WHO TOOK THE SURVEY



Q: What stage is your food business in?



CIE
RESULTS



What food industry specific resources do you need to support your business journey? (Check all that apply)

CIE RESULTS



What general
business resources
do entrepreneurs
need most?

#1

RESOURCE LIST:

Where to go and who
to talk to

#2

LOCAL GRANTS:

Leveraging available
funds

#3

**NETWORKING
OPPORTUNITIES:**

Connecting with
resources and other
entrepreneurs

CIE RESULTS

No-Cost
Commissary
Kitchen Program

Bilingual Food
Business
Directory

Language Justice
Training

Funding for Food
Business Sessions

Food Safety
Training

Commissary
Kitchen
Database



NEXT STEPS

Pursue CIE in 2024

- *Hispanic Business Owners*
- *Early Childhood Workforce*

Mayoral Letter of
Commitment
Due October
27th

Continue to
strengthen
entrepreneurship
support
ecosystem



QUESTIONS?



Report to the Durango City Council
BY: Durango-La Plata County Airport
Commission

Date: September 22, 2023

Prepared by: Emily Lashbrooke, Airport Commission Chair
Tony Vicari, Aviation Director

Subject: Durango-La Plata County Airport Commission Quarterly Report

Meeting Highlights

July 20, 2023

- Reviewed and approved a passenger activity forecast for 2024
 - Forecast of 196,433 enplaned passengers, a 2.7% increase above 2022
- Reviewed and approved a target operating budget expense level for 2024
 - Level 2 expenses of ~\$4.73 million

August 17, 2023

- Reviewed and discussed an updated Passenger Demand Analysis/True Market Study
- Reviewed the existing Air Service Incentive Program in place at DRO
- Reviewed audited airport financial statement for FY 2022

September 21, 2023

- Reviewed and approved 2024 airline rates and charges
 - Targeted Cost Per Enplanement (CPE) increase from \$5.91 to \$6.50
 - Landing fee increase of 11%
 - Terminal rent increase of 11%
- Reviewed and approved 2024 airport rates and charges
 - Public parking fee increase from \$8/day to \$9/day for first week
 - Utility rate increase of 10%, consistent with 2019 Utility Rate Study results
 - Aeronautical ground rent increase from \$0.35/square foot to \$0.39/square foot

**CITY OF DURANGO
CITY COUNCIL REGULAR MEETING
949 EAST 2ND AVENUE
10/03/2023
5:30 PM**

CALL TO ORDER AND ROLL CALL

The Mayor called the meeting to order at 5:30 p.m. Present were Mayor Youssef, Mayor Pro Tem Buell and Councilors Yazzie and Woodruff. Councilor Bosmans was not present for roll call. Also present were Mark Morgan, City Attorney, Chief Bob Brammer, Acting City Manager and Chief Deputy Clerk Ben Florine. Mayor Youssef noted that City Manager José Madrigal had an excused absence for this meeting.

INTRODUCTION OF TRANSLATOR

Diego Pons of CLC translation provided translation in Spanish.

Councilor Bosmans joined the meeting.

OPENING REMARKS BY MAYOR AND COUNCIL

Mayor Youssef introduced Hazel Seashore of Durango High School, who gave an update of activities at the school including the new Demon Medical Lab. The Mayor also noted the upcoming celebration for Sepp Kuss.

PRESENTATIONS/PROCLAMATIONS

Presentation on SOIL Community Garden

Scott McClain of the Parks and Recreation Department introduced Charlie Love, Project manager for the SOIL Outdoor Learning Lab. The SOIL project is a community garden on the campus of Riverview Elementary School and provides a hands-on learning experience for the youth of Durango. The project is facilitated by the City of Durango Parks and Recreation Department. The presentation included site plans for the entire area, only part of which is currently finished. In the last year the City has provided \$25,000 in funding and a portable restroom facility. In the first year over 650 community members visited the garden, and the area provides 50 garden beds (2400 feet of growing space) that can be rented through the Parks and Recreation Department. The group hopes to build a 1400 square foot grow dome in 2024.

Dr. Karen Cheser, Superintendent for the 9-R School District, Allison Riederer, SOIL Community garden Manager and Rod Barker, SOIL visionary also spoke in support of the project. Mr. McClain confirmed that the City's 2024 proposed budget includes \$33,000 for the garden manager. Councilor Woodruff said this is a great project to connect the community. Mayor Pro Tem Buell thanked the group for their work. Councilor Yazzie suggested programs on weed control.

CITY MANAGER UPDATES

Chief Brammer had no updates to offer.

COMMITTEE, BOARD AND LIAISON REPORTS

Mayor Pro Tem Buell gave a recap of the recently held Economic Summit. Councilor Bosmans attended the SOIL opening event and held office hours and attended the Region 9 meeting. Councilor Yazzie participated in the selection of the new fire chief Randy Black and attended the Library Board meeting. Mayor Youssef participated in the Young Professionals of Durango forum and the Mayor's Youth Advisory commission meeting. The Mayor also mentioned the search for members of a focus group for the Florida, 15th and 3rd intersection. The Mayor also attended the airport meeting, which discussed the increase in construction costs for the terminal expansion and possible changes to address this change. Mayor Pro Tem Buell and Councilor Yazzie also attended the first Connect and Engage Forum held last week.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

Donna Rhault, city resident and member of Neighbors in Need Alliance (NINA) spoke in favor of the Residences at Durango.

Elizabeth Salkind of Housing Solutions, spoke in favor of the Residences at Durango.

Ryan Kelly, of TWG Development spoke in favor of the Residences at Durango and shared his appreciation for the City of Durango to consider this project.

Jon Peterson, Attorney with Winthrop and Weinstein, representing TWG Development thanked Council for working with Eva Henson and her team on the Residences at Durango project.

CONSENT AGENDA

Approval of Meeting Minutes

Approval of Minutes City Council Regular Meeting September 19, 2023

Final Reading of Ordinances

Final Reading of Ordinance O-2023-0016 Approving the Annexation and Initial Zoning for the Zick Addition Annexation to the City of Durango and Declaring an Effective Date - AEO Submitted by Scott Shine

Final Reading of Ordinance O-2023-0017 Amending Chapter 11 Health and Sanitation Article IV - Stream Pollution of the Municipal Code Pertaining to Waste and Flash Flood Exposure Within Public Stream Riparian Zones and Floodplains by Adding Section 11-74 Unlawful Presence and Activities as Follows - ES&R - Submitted by Mark Morgan

Approval of Other Administrative Items

Approval of the Business Improvement District Proposed 2024 Budget and Operating Plan

Approval of a New Tavern Liquor License for Lum 2 LLC Doing Business As Skyridge Soap and Suds at 100 Jenkins Ranch Road Unit A2

Land use and Development Action Items

Authorizing the Mayor to Sign the Animas City Park Overlook Phase II Final As-Built Plat - AEO & ELSP - Submitted by the Community Development Department

Councilor Bosmans removed the Final Reading of O-2023-0017 and made a motion to approve the remainder of the consent agenda. The motion was seconded by Mayor Pro Tem Buell. A roll call vote was taken, and the motion passed unanimously.

The motion passed: 5 in favor; 0 opposed; Abstain 0; Absent 0

ITEMS PULLED FROM THE CONSENT AGENDA

Final Reading of Ordinance O-2023-0017 Amending Chapter 11 Health and Sanitation Article IV - Stream Pollution of the Municipal Code Pertaining to Waste and Flash Flood Exposure Within Public Stream Riparian Zones and Floodplains by Adding Section 11-74 Unlawful Presence and Activities as Follows - ES&R - Submitted by Mark Morgan

Councilor Bosmans said as he commented at the last meeting, he would not support this ordinance.

Mayor Pro Tem Buell made a motion to approve O-2023-0017. The motion was seconded by Councilor Yazzie. A roll call vote was taken, and the motion passed with Councilor Bosmans voting in opposition.

The Mayor noted the need to protect our waterways and environment.

The motion passed: 4 in favor; 1 opposed; Abstain 0; Absent 0

RESOLUTIONS - CONSIDERATION OF ADOPTION

A Resolution Approving the Financing Structure for Residences at Durango Regarding the Affordable Housing Development Incentives Grant & Congressional Funds and Authorizing Execution of Documents – AEO – Submitted by the Community Development Dept

Eva Henson, Housing Innovation Manager gave a presentation on the Residences at Durango proposed financing structure. This item was also discussed at the study session held earlier in the day. The Residences at Durango are an adaptive reuse of the previous Best Western hotel secured by the City in 2021. The rehabilitation would modify 72 existing hotel rooms; construct 2 additional buildings with 48 new units and create 120 total affordable housing units for 30 to 60% of the area median income or less.

Ms. Henson gave a short history of the project and the anticipated upcoming timelines with construction planning to be complete in early 2025.

Mayor Pro Tem Buell made a motion to approve the financing resolution for this project. The motion was seconded by Councilor Yazzie. A roll call vote was taken, and the motion passed unanimously.

Councilor Woodruff commented on the intensity of the project and thanked everyone for their work. Councilor Bosmans said the loan/versus business model is very interesting. Councilor Yazzie said the financing is creative and she appreciates the work that went into making it happen, as did Mayor Pro Tem Buell. Mayor Youssef also thanked the team and praised the project.

The motion passed: 5 in favor; 0 opposed; Abstain 0; Absent 0

FIRST READING OF ORDINANCES - CONSIDERATION OF ADOPTION AND PUBLIC HEARING

A Public Hearing for an Ordinance Enacting a Standing Order Regarding the Prohibition of Firearms and Other Deadly Weapons in City Buildings - EL&SP - Submitted by Mark Morgan

Mayor Pro Tem Buell made a motion to approve O-2023-0018. The motion was seconded by Councilor Woodruff.

No public comments were offered. No council discussion was offered.

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

The motion passed: 5 in favor; 0 opposed; Abstain 0; Absent 0

A Public Hearing to Consider an Ordinance Approving the Cross Right-of-Way Abandonment Request - ELSP - Submitted by the Community Development Department

Bryce Bierman of the Community Development Department provided a short presentation of the proposed abandonment of property.

Mayor Pro Tem Buell made a motion to approve O-2023-0019. The motion was seconded by Councilor Woodruff.

No public comments were offered. Mr. Bierman said neighbors involved in the abandonment signed in favor of the petition. Discussion ensued regarding the difference between this side of the street versus the opposite side of the street.

A roll call vote was taken, and the motion passed with Councilor Yazzie voting in opposition.

The motion passed: 4 in favor; 1 opposed; Abstain 0; Absent 0

PUBLIC COMMENT ON NON-AGENDA ITEMS

Alex Whittow, city resident asked for an update on the greenhouse gas emissions goals and suggested increased funding for climate change. He also spoke in support of the Axis/police program and in favor of changing the City logo and flag.

INTRODUCTION OF ORDINANCES AND REQUEST FOR PUBLIC HEARING

A Request for a Public Hearing to Review the Proposed 1235 and 1295 Camino del Rio Downtown Fire Station Powerhouse Minor Subdivision Preliminary Plan (October 17, 2023)- AEO - Submitted by the Community Development Department

Scott Shine, Community Development Director said details would be provided at the October 17, 2023 meeting.

Mayor Pro Tem Buell made a motion to approve the request for the public hearing. The motion was seconded by Councilor Woodruff.

Councilor Bosmans said with no data, there wasn't much to discuss.

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

The motion passed: 5 in favor; 0 opposed; Abstain 0; Absent 0

OTHER NEW BUSINESS

Mayor Youssef suggested free transit service for the upcoming Seth Kuss event.

Mayor Youssef made a motion to provide free transit for this event. The motion was seconded by Mayor Pro Tem Buell.

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

The motion passed: 5 in favor; 0 opposed; Abstain 0; Absent 0

EXECUTIVE SESSION

A Motion to Convene in Executive Session to Receive Legal Advice Regarding Possible Litigation Concerning a Contract Dispute Involving JRC Consulting as Permitted by C.R.S. 24-6-402(4)(b)

Councilor Woodruff made a motion to convene in Executive Session. The motion was seconded by Mayor Pro Tem Buell.

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

The motion passed: 5 in favor; 0 opposed; Abstain 0; Absent 0

Council convened in executive session at 7:07 p.m.

Mayor Youssef reconvened the meeting at 7:18 p.m.

Mayor Pro Tem Buell made a motion to direct the City Attorney to settle the potential litigation as proposed in the executive session. The motion was seconded by Councilor Yazzie.

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

The motion passed: 5 in favor; 0 opposed; Abstain 0; Absent 0

ADJOURNMENT

Mayor Youssef adjourned the meeting at 7:20 p.m.

APPROVED:

ATTESTED:

Melissa Youssef, Mayor

Faye Harmer, City Clerk

ORDINANCE NO. O-2023-0018

AN ORDINANCE ENACTING A STANDING ORDER REGARDING THE PROHIBITION OF FIREARMS AND OTHER DEADLY WEAPONS IN CITY BUILDINGS

Sec. 17-121 FIREARMS AND OTHER DEADLY WEAPONS IN PUBLIC BUILDINGS PROHIBITED

(a) Prohibited activities associated with open and concealed carry of firearms and other deadly weapons in public buildings

(1) Definitions. For purposes of this section, certain terms are defined as follows:

Concealed Carry means when a person carries a firearm or other deadly weapon concealed on or about their person.

Deadly Weapon(s) means a knife, bludgeon, or any other weapon, device, instrument, material, or substance, whether animate or inanimate, as well as chemical agents such as mace, that, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury.

Firearm(s) means any loaded or unloaded handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges.

Open Carry means when a person carries a firearm or other deadly weapon openly on or about their person.

Peace Officer means a person who meets all standards imposed by law and, at a minimum, is certified by the peace officers' standards and training board pursuant to C.R.S. § 24-31-3 and has the authority to enforce all laws of the state of Colorado while acting within the scope of their authority and in the performance of their duties.

Public Buildings means any building owned by the City and open to the public.

(2) Concealed Carry. It is unlawful for any person, other than a peace officer, to concealed carry any firearm or other deadly weapon in any public building if the City Manager has posted a sign to that effect at every public entrance to the building pursuant to C.R.S. § 18-12-214. No permit authorizing the carrying of concealed weapons shall be construed as abrogating or affecting this order.

(3) Open Carry. It is unlawful for any person, other than a peace officer, to open carry any firearm or other deadly weapon in any public building if the City Manager has posted a sign to that effect at every public entrance to the building pursuant to C.R.S. § 18-12-214.

(4) Authorized Personnel. All peace officers, in uniform or plain clothes, who are authorized to carry firearms in performance of their duties and who are on-duty, shall bring firearms or other deadly weapons, concealed or otherwise, into public buildings. Upon entry, authorized peace officers will be required to present valid credentials as well as personal identification and to state their business to security officers within the public buildings.

(5) Peace Officer. It is unlawful for a peace officer, whether on-duty or off-duty, shall not carry or possess a firearm or other deadly weapon or other

dangerous items if the peace officer is entering a public building for non-official or personal business which includes, but is not limited to, the following:

- a. Jury duty.
- b. The officer is party to a court case.
- c. The officer is providing support to a friend or relative who is conducting personal business within public buildings.
- d. The officer is serving as a witness in a court case.
- e. The officer is a spectator or appearing on any personal business that is not directly related to official law enforcement duties.

(6) Enforcement. The Durango Police shall have the authority to enforce this ordinance by implementing peace officers and/or electronic weapons screening devices to determine whether the person entering is carrying a firearm or other deadly weapon of any kind, pursuant to C.R.S. § 18-12-214.

- a. Peace officers may require each person to leave the premises and prohibit reentry until the person returns unarmed.
- b. Peace officers are not required to offer storage of firearms or deadly weapons for the person while that person is in the building.

(7) Notice. No person shall be cited for a violation of subsections 2, 3 and/or 5 of this section unless the person engages in conduct prohibited by subsections 2, 3 and/or 5 of this section after having received notice by a peace officer that such conduct violates subsections 2, 3 and/or 5 of this section. Upon receiving notice of this violation, the person engaging in conduct prohibited by subsection 2, 3 and/or 5 of this section shall immediately leave the premises and shall not return unless the person is unarmed.

(b) Violation; PENALTY.

Violations of subsections 2, 3, and 5 of this section shall be punishable as provided for in section 1-10 of this code.

(c) Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction as invalid, such judgment shall not affect the remaining provisions of this ordinance.

WHEREAS, the City Council of the City of Durango ("City") recognizes that there have been past incidents of violence, or threat of violence, in Colorado and the four corners region. For example, there were very serious incidents, involving serious injury and death in Farmington, New Mexico, Mesa County, and Arapahoe County and a simulated improvised explosive device was found near Durango City Hall; and

WHEREAS, governmental proceedings, such as litigation and legislation, by its very nature may create strong feelings in participants, which can be conducive to violence or the threat of violence; and

WHEREAS, city personnel, the public, elected officials, and other participants in city governance or conducting business with the City are entitled to feel safe and secure in public buildings. People are entitled to come to public buildings to conduct business with the City, no matter how high the emotions of the participants or how volatile the subject matter of the business, they are personally safe from violence, abuse, or the threat of same. Violence, or the threat of violence, in public buildings, would inhibit the free exercise of the Constitutional rights of our citizens; and

WHEREAS, this assurance of safety cannot be given if firearms or other deadly weapons are allowed into public buildings; and

WHEREAS, the efficient, effective, and fair administration of city business requires that the public have confidence in the safety and security of public buildings; and

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF DURANGO, COLORADO THAT CHAPTER 17 OFFENSES ARTICLE VIII – OFFENSES RELATING TO WEAPONS BE AMENDED BY ADDING SECTION 17-134 FIREARMS AND OTHER DEADLY WEAPONS IN PUBLIC BUILDINGS PROHIBITED AS FOLLOWS;

Sec. 17-134 FIREARMS AND OTHER DEADLY WEAPONS IN PUBLIC BUILDINGS PROHIBITED

(a) Prohibited activities associated with open and concealed carry of firearms and other deadly weapons in public buildings

(1) Definitions. For purposes of this section, certain terms are defined as follows:

Concealed Carry means when a person carries a firearm or other deadly weapon concealed on or about their person.

Deadly Weapon(s) means a knife, bludgeon, or any other weapon, device, instrument, material, or substance, whether animate or inanimate, as well as chemical agents such as mace, that, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury.

Firearm(s) means any loaded or unloaded handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges.

Open Carry means when a person carries a firearm or other deadly weapon openly on or about their person.

Peace Officer means a person who meets all standards imposed by law and, at a minimum, is certified by the peace officers' standards and training board pursuant to C.R.S. § 24-31-3 and has the authority to enforce all laws of the state of Colorado while acting within the scope of their authority and in the performance of their duties.

Public Buildings means any building owned by the City and open to the public.

(2) Concealed Carry. It is unlawful for any person, other than a peace officer, to concealed carry any firearm or other deadly weapon in any public building if the City Manager has posted a sign to that effect at every public entrance to the building pursuant to C.R.S. § 18-12-214. No permit authorizing the carrying of concealed weapons shall be construed as abrogating or affecting this order.

(3) Open Carry. It is unlawful for any person, other than a peace officer, to open carry any firearm or other deadly weapon in any public building if the City Manager has posted a sign to that effect at every public entrance to the building pursuant to C.R.S. § 18-12-214.

(4) Authorized Personnel. All peace officers, in uniform or plain clothes, who are authorized to carry firearms in performance of their duties and who are on-duty, shall bring firearms or other deadly weapons, concealed or otherwise, into public buildings. Upon entry, authorized peace officers will

be required to present valid credentials as well as personal identification and to state their business to security officers within the public buildings.

- (5) Peace Officer. It is unlawful for a peace officer, whether on-duty or off-duty, shall not carry or possess a firearm or other deadly weapon or other dangerous items if the peace officer is entering a public building for non-official or personal business which includes, but is not limited to, the following:
- a. Jury duty.
 - b. The officer is party to a court case.
 - c. The officer is providing support to a friend or relative who is conducting personal business within public buildings.
 - d. The officer is serving as a witness in a court case.
 - e. The officer is a spectator or appearing on any personal business that is not directly related to official law enforcement duties.

- (6) Enforcement. The Durango Police shall have the authority to enforce this ordinance by implementing peace officers and/or electronic weapons screening devices to determine whether the person entering is carrying a firearm or other deadly weapon of any kind, pursuant to C.R.S. § 18-12-214.
- a. Peace officers may require each person to leave the premises and prohibit reentry until the person returns unarmed.
 - b. Peace officers are not required to offer storage of firearms or deadly weapons for the person while that person is in the building.

- (7) Notice. No person shall be cited for a violation of subsections 2, 3 and/or 5 of this section unless the person engages in conduct prohibited by subsections 2, 3 and/or 5 of this section after having received notice by a peace officer that such conduct violates subsections 2, 3 and/or 5 of this section. Upon receiving notice of this violation, the person engaging in conduct prohibited by subsection 2, 3 and/or 5 of this section shall immediately leave the premises and shall not return unless the person is unarmed.

(b) Violation; PENALTY.
Violations of subsections 2 ,3, and 5 of this section shall be punishable as provided for in section 1-10 of this code

- (c) Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction as invalid, such judgment shall not affect the remaining provisions of this ordinance.

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

CITY

COUNCIL OF

OF DURANGO

Attest:

City Clerk

THE CITY

Mayor

STATE OF COLORADO)
) ss.
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-2023-0018 was regularly introduced and read at a regular meeting of the City Council of the City of Durango, Colorado on the 3rd day of October, 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 8th day of October, prior to its final consideration by the City Council

City Clerk

I further certify that said Ordinance No. O-2023-0018 was duly adopted by the Durango City Council on the 17th day of October, 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 22nd day of October, 2023.

City Clerk

I further certify that said Ordinance No. O-2023-0019 was duly adopted by the Durango City Council on the 17th day of October, 2023, and that in accordance with the instructions received from the Durango City Council, said ordinance was published by title only in the Durango Herald on the 22nd day of October, 2023.

City Clerk

Exhibit A

A parcel of land located in the southeast quarter of section 29, Township 35 North, Range 9 West, New Mexico Principle Meridian, in the City of Durango, La Plata County Colorado, being more particularly described as follows:

The southerly ten foot (10-ft) of the existing right-of-way of East 5th Street abutting Lots 17, 18, 19, 25 and 26, Block 18 of the Mountain View Annexation to the City of Durango, according to the plat filed for record on the _5th_ day of _July_____, _1892_, at the office of the La Plata County Clerk & Recorder under Reception Number _20005_,

Also the southerly ten foot (10-ft) of the existing right-of-way of East 5th Street abutting Lot 1-A of the Thomas Eskew Minor Subdivision as filed in the office of said La Plata County Clerk & Recorder on the 4th day of May, 2004, under Reception Number 908289,

Also the southerly ten foot (10-ft) of the existing right-of-way of East 5th Street abutting Lots A and B of the Boundary Adjustment between Lots 20, 21 & 22, Block 18 Mountain View Addition, as recorded in the office of said La Plata County Clerk & Recorded on the 6th day of August, 2001 under Reception Number 810804.

RESOLUTION NO. R-2023-_____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A MAYORAL LETTER OF COMMITMENT FOR THE 2024 NATIONAL LEAGUE OF CITIES (NLC) CITY INCLUSIVE ENTREPRENEURSHIP PROGRAM

WHEREAS, the City of Durango is committed to fostering economic growth and support for small businesses within our community; and

WHEREAS, the City of Durango recognizes the importance of inclusivity and equity in entrepreneurship, with a particular focus on supporting marginalized communities; and

WHEREAS, Mayor Melissa Youseff, on behalf of the City of Durango, wishes to express a commitment to participate in the City Inclusive Entrepreneurship (CIE) program at the National League of Cities (NLC) to formalize local/regional networks of entrepreneurial and small business support organizations; and

WHEREAS, this commitment includes prioritizing business supports and financial empowerment for the Early Childhood Workforce and lowering barriers for Hispanic Business Owners to start, grow, and sustain their businesses; and

WHEREAS, Tommy Crosby, the Economic Opportunity Manager for the City of Durango, has been identified as the individual best suited to carry out the implementation of the City's commitments; and therefore, be it

RESOLVED, That the City Council of the City of Durango, in regular meeting assembled,

- 1. Fully endorses and supports the commitment to participate in the National League of Cities City Inclusive Entrepreneurship Program as more fully expressed in the attached letter from the Mayor;
- 2. Commits to active participation in the 2023-24 CIE program, including all activities outlined in the commitment letter to NLC;
- 3. Acknowledges its dedication to implementing equitable policies, programs, and practices to support entrepreneurship-led economic growth in our community through the resources provided by the National League of Cities.

Approved and adopted this 17th day of October 2023.

CITY OF DURANGO COLORADO

Mayor

ATTEST:

Faye Harmer, City Clerk



City Council

October 17, 2023

Clarence Anthony, NLC President & CEO

RE: Commitment to Participate in the City Inclusive Entrepreneurship Program

Dear Mr. Anthony,

It is with great enthusiasm that I offer my full support for the inclusion of the City of Durango as a participant in the City Inclusive Entrepreneurship (CIE) program at the National League of Cities. Through our participation, we are committing ourselves to formalizing local/regional networks of entrepreneurial and small business support organizations (i.e., resource partners) with the goal of better coordinating outreach in minoritized, rural, and other marginalized communities organized around targeted small business goals and objectives.

I, or a designee, commit to formally announcing the city's commitment at NLC's City Summit Conference on November 16-18th.

Our city commits to active participation in the 2023-24 CIE program, including the following activities:

- **Early Childhood Workforce:** Prioritize business supports and financial empowerment for the early childcare workforce.
 - *The Commitment:* We commit to documenting 1-2 support gaps and examining how community stakeholders can mitigate inequity, while providing resources to support the entire early childhood workforce.
 - *Initiating Activity:* By November 2023, cities will identify a city staff person and one community stakeholder to partner with and champion this initiative.
 - *Output:* By April 2024, cities will have 1) engaged with city departments and community stakeholders to document needs of the formal and informal workforce, or 2) engaged partners from within the city, and among the community, to begin building a coalition of support for the early childhood workforce.
 - *Outcome:* By August 2024, cities will 1) map current business supports and financial opportunities for the early childhood workforce, identifying gaps and opportunities or 2) create an action plan to increase business supports and financial opportunities for the early childhood workforce.
- **Hispanic Business Owners:** Lowering barriers for Latino entrepreneurs to start, grow, and sustain their business.
 - *The Commitment:* Cities will commit to identifying obstacles facing Hispanic entrepreneurs and small business owners and implementing a new program, policy, or practice that facilitates their growth.
 - *Initiating Activity:* By November 2023, cities will identify a segment of Hispanic businesses they intend to support and 1-3 nonprofit or community leaders working in that sector with whom they can consult.



- *Output:* By April 2024, in consultation with Prospera, NLC, and local nonprofits, cities will identify 2-3 institutional or programmatic barriers standing in the way of Hispanic entrepreneurs starting, growing, or sustaining a business in their community.
- *Outcome:* By August 2024, cities will make at least one reform to process, policy, or program, based on the recommendation of Prospera and local nonprofits that specialize in working with Hispanic business owners, as measured by press and/or program materials.
- Engaging in quarterly calls with other cities participating in this cohort to share progress updates and lessons learned.
- Completing quarterly surveys and keeping NLC staff informed of progress.

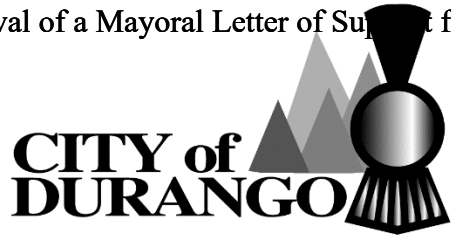
Specifically, we have identified Tommy Crosby within the City of Durango as the individual best suited to carry out the implementation of the City's commitments.

Through its participation in the CIE program, the City of Durango is committed to implementing equitable policies, programs, and practices to support entrepreneurship-led economic growth in our community. We look forward to leveraging the information and resources made available by the National League of Cities to do so.

Sincerely,

Melissa Youssef, Mayor
City of Durango

CC: Mayor Pro-Tem Jessika Buell Councilor Gilda Yazzie
Councilor Dave Woodruff Councilor Olivier Bosmans



AGENDA DOCUMENTATION
Item 8.3.2

Meeting Date: October 17, 2023

**TO: DURANGO CITY COUNCIL FROM: EVA HENSON, HOUSING
 INNOVATION MANAGER**

**SUBJECT Approval of a Mayoral Letter of Support for a Regional Housing
 Alliance Grant Application for the Pathways to Removing Obstacles
 to Housing Program - AEO**

RECOMMENDATION:

It is recommended that City Council, by motion, Approval of a Mayoral Letter of Support for a Regional Housing Alliance Grant Application for the Pathways to Removing Obstacles to Housing Program.

BACKGROUND SUMMARY:

The Pathways to Removing Obstacles to Housing (PRO Housing) grant through the Housing and Urban Development Office (HUD) empowers communities that are actively taking steps to remove barriers to affordable housing and seeking to increase housing production and lower housing costs for families over the long term. HUD will prioritize applicants that demonstrate: (1) progress and a commitment to overcoming local barriers to facilitate the increase in affordable housing production and preservation; and (2) an acute demand for housing affordable to households with incomes below 100 percent of the area median income.

The causes to barriers to affordable housing can range from zoning decisions, land use policies, gaps in available resources for development, and availability of affordable housing financing, insufficient infrastructure to new housing, cost/availability of land and/or developer uncertainty.

The PRO Housing grant criteria breaks down into several categories including: need (35 points), soundness of approach (35 points), capacity (10 points), leverage (10 points) and long-term effect (10 points) for a maximum total of 100 points. All categories must discuss the key barriers to affordable housing, the acute need for housing, and what if awarded how the funds would be used. La Plata County is located in one of the priority geographical zones and will automatically be awarded 10 points. When considering capacity of staff, the PRO grant is looking for staffing levels and staff background. 10 points will be awarded to applicants who have additional leverage of other funding or non-financial contributions. Long-term effect analyzes what permanent, long-term effects will our proposal have and what outcomes do we expect.

La Plata County and the entities that make up this region, are faced with several barriers to affordable housing and could greatly benefit from the PRO Housing grant. The Regional Housing Alliance (RHA) is requesting the maximum of \$10M and if awarded, the funds would be broken into 3 separate funds.

Concepts for funding use:

- Pre-development - Catalyst Fund
- Preservation - fund specifically for current/future Mobile Home Park preservation and potentially additional hotel conversions like Residences at Durango. This way, the Catalyst Fund would be more applicable to developers of new construction, and we could direct separate funds to preservation for mobile homes and conversions.
- Infrastructure - several projects on hold due to lack of funding for infrastructure.

STRATEGIC PLAN ALIGNMENT:

This initiative applies primarily to the **Affordability & Economic Opportunity (AEO)** objective in the Strategic Plan including:

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
- 1.1.2 Explore funding opportunities for the Regional Housing Alliance and other city housing programs.

FISCAL IMPACT:

There is no fiscal impact.

NEXT STEPS AND TIMELINE:

The Regional Housing Alliance plans to submit their Pathways to Removing Obstacles to Housing Program, including the City of Durango Mayoral Support Letter, before the October 30th deadline.

ATTACHMENTS:

- 1. Resolution 23-XX
- 2. Mayoral Support Letter for RHA

RESOLUTION NO. R-2023-_____

APPROVAL OF A MAYORAL LETTER OF SUPPORT FOR A REGIONAL HOUSING ALLIANCE GRANT APPLICATION FOR THE PATHWAYS TO REMOVING OBSTACLES TO HOUSING PROGRAM

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

WHEREAS, the Regional Housing Alliance (RHA) of La Plata County intends to submit a \$10 million grant application to the U.S. Department of Housing and Urban Development (HUD) for the Pathways to Removing Obstacles (PRO) Housing Grant Program;

WHEREAS, the RHA is submitting a grant application to HUD to maximize the creation and preservation of affordable housing to the local workforce across La Plata County through the funding of three high priority ready to deploy projects which align perfectly with HUD's program criteria. These projects are; Durango Crossings (City of Durango), Cinnamon Heights (Town of Bayfield), and Rock Creek (Town of Ignacio);

WHEREAS, the Alliance Housing Catalyst Fund: a public private partnership to create seed funding to support below market housing development in La Plata County. Catalyst Fund proceeds may be used for a variety of predevelopment costs, including but not limited to project feasibility studies, environmental studies, engineering, architectural, market studies, options, legal fees, soil studies, site preparation, appraisals, surveys, development consultants and other items associated with determining project feasibility;

WHEREAS, the creation of an Affordable Housing Preservation Fund to be used to preserve existing units as well as develop new housing opportunities. Projects include additional funding for Westside Mobile Home Park and the potential for additional motel conversion projects like The Residences at Durango;

WHEREAS, the creation of a separate housing fund to provide financial resources to cover infrastructure costs for current and potential affordable housing developments within La Plata County; and

WHEREAS, the RHA acknowledges that these projects and programs utilize innovative approaches and partnership structures which can be used as models for communities across the state facing similar housing challenges. Therefore, be it

RESOLVED, That the City Council of the City of Durango, in regular meeting assembled,

1. Supports creating housing opportunities to support a multigenerational & mixed-income community workforce and increase affordability to bridge the disparity between income and home/rental prices;
2. Supports exploring funding opportunities for the Regional Housing Alliance and other city housing programs; and
3. The Mayor is hereby authorized to execute (via manual or electronic signature) the Mayoral Letter of Support and the Resolution on behalf of the City.

Approved and adopted this 17th day of October 2023.

ATTEST: CITY OF DURANGO, COLORADO

City Clerk

Mayor



City Council

October 17, 2023

U.S. Department of Housing and Urban Development
Community Planning and Development
451 7th Street, S.W., Washington, DC 20410

RE: FR-6700-N-98 Pathways to Removing Obstacles (PRO) Housing Grant

Dear PRO Housing Grant Reviewer:

This is a letter of support from the City of Durango for the Regional Housing Alliance's (RHA) grant application to HUD for the FR-6700-N-98 Pathways to Removing Obstacles (PRO) Housing Grant for \$10,000,000 to pursue several strategies to maximize the creation and preservation of affordable housing to the local workforce across La Plata County as identified in FR-6700-N-98. The proposal addresses the need for additional funding of the La Plata County Economic Development Alliance's Catalyst Fund to fund pre-development costs for below-market housing, to create a housing fund strictly for the preservation of existing affordable housing options, as well as providing financial resources to cover infrastructure costs.

The RHA is a Multi-Jurisdictional Regional Housing Authority in conformance with Colorado Revised Statutes 29-1-204.5. It was created in 2004 by an Intergovernmental Agreement (IGA) between La Plata County, City of Durango, Town of Bayfield, and Town of Ignacio and is governed by a 9-member Board of Directors with two representatives from each of the parties to the IGA and one at large member appointed by the Board. The mission of the RHA is to facilitate, coordinate, initiate and support the development of appropriate, affordable housing for the critical workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities.

Affordable housing development and preservation remains a top priority for the RHA as identified in the 2022 3-Year Workforce Housing Investment Strategy. The overarching strategy addresses:

- Rental housing
- Homeownership
- A concerted effort to initiate a large-scale housing development
- Preservation of existing affordable housing options
- Creation of a local housing fund
- Ongoing education and Advocacy

We appreciate your consideration for this funding request.

Sincerely,

Melissa Youssef, Mayor
City of Durango

CC: Mayor Pro-Tem Jessika Buell Councilor Gilda Yazzie
Councilor Dave Woodruff Councilor Olivier Bosmans



AGENDA DOCUMENTATION

Item 8.4.1

Meeting Date: October 17, 2023

TO: DURANGO CITY COUNCIL FROM: FAYE HARMER, CITY CLERK

**SUBJECT APPROVAL OF ADMINISTRATIVE UPDATES TO THE CITY OF
DURANGO BOARDS AND COMMISSIONS MANUAL**

RECOMMENDATION:

Council, by motion approving the consent agenda, to approve the administrative updates outlined in red in the City of Durango Boards and Commissions Manual.

BACKGROUND SUMMARY:

The boards and commissions manual had last been updated in November of 2022. Various changes have been made to the boards and commissions program and the changes are reflected in the attached updates. Per the current manual “Non-Policy related Administrative changes may be made to this manual without adoption by new resolution of Council as necessary by the City Clerk’s Office, subject to appropriate notification to City Council” and this item satisfies the notification of that requirement.

STRATEGIC PLAN ALIGNMENT:

Engaged and Collaborative Governance - ECG

ALTERNATIVE OPTIONS CONSIDERED:

None

FISCAL IMPACT:

None

POTENTIAL ADVERSE IMPACTS:

None

NEXT STEPS AND TIMELINE:

Dissemination of the updated manual to staff liaisons for distribution to their respective board members.



Boards and Commissions Manual



Updated ~~November 15, 2022~~October 2023

City Council Members and City Manager

DURANGO CITY COUNCIL

~~Barbara Noseworthy~~ Melissa Youssef, Mayor
~~Melissa Youssef~~ Jessika Buell, Mayor Pro Tem
Olivier Bosmans, Councilor
~~Jessika Buell~~ Gilda Yazzie, Councilor
~~Kim Baxter~~ Dave Woodruff, Councilor

CITY MANAGER

José Madrigal, City Manager

Adopted August 2004
Revised July 2006
Re-adopted August 2016
Re-adopted March 2018
Re-adopted April 2019
Revised September 2019
Revised March 2021
Re-adopted March 2022
Revised November 2022
Revised October 2023

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Note: Non-Policy related Administrative changes may be made to this manual without adoption by new resolution of Council as necessary by the City Clerk's Office, subject to

appropriate notification to City Council.

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CITY OF DURANGO
BOARDS AND COMMISSIONS
(and establishing documents)

REGULATORY

Design Review Board (LUDC Section 6-2-3-4)
Durango Local Licensing Authority (O-2010-16, O-2014-28, O-2014-37)
Durango Planning Commission (O-1956-890)
Historic Preservation Board (LUDC Section 6-2-3-3)
Land Use & Development Code Board of Adjustment (LUDC Section 6-2-3-5)

ADVISORY

Board of Ethics (O-2014-39)
~~Community Relations Commission (R-2012-26) (R-2021-64)~~
Creative Economy Commission (R-2019-15)
Durango-La Plata County Airport Commission (R-2013-10 and County R-2013-12)
~~Infrastructure Advisory Board (R-2019-39)~~
Library Advisory Board (Code of Ordinances Section 5-111 and R-2018-05)
Mayor's Youth Advisory Commission (R-2018-06)
~~Multimodal Advisory Board (R-2018-07)~~
~~Natural Lands Preservation Advisory Board (R-2018-08)~~
~~Parks and Recreation Advisory Board (R-2018-09)~~
~~Strategy and Long Term Finance Advisory Board (R-2019-40)~~
Financial Advisory Board (O 2023 0016)

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Board of Directors for the Firefighters' Old Hire Pension Plan (O-1998-1)
Board of Directors for the Police Officers' Old Hire Pension Plan (O-1998-2)
Business Improvement District Board of Directors (O-1997-22)
Community Corrections Board (R-2002-20)
Durango Election Commission (Charter, page 15)
Retirement Plan Board (R-1989-3)
Urban Renewal Authority (Durango Renewal Partnership) (R-2020-10)

WELCOME

Welcome to the City of Durango! Your involvement with a Board or Commission in Durango provides you with a valuable opportunity to participate in local change and genuine public service in this unique community. We hope you enjoy your time serving and use this packet as a resource to assist you in maximizing your contribution to the City.

Definitions

The following definitions shall apply to terms used in these Rules and Procedures:

Ad Hoc Board or Commission: A Board or Commission established by the City Council, the functions of which are limited to a specific task or program, and which has a termination point.

Advisory Board or Commission: A Board or Commission established by resolution or ordinance, the recommendations of which are advisory in nature. Decisions of advisory boards are guided by the Comprehensive plan, Council Goals, and other planning documents.

Alternate Member: A member of a Board or Commission appointed to serve in the absence of a regular member in order to provide continuity and a quorum. When serving in the absence of a regular member, an alternate member shall be considered as a regular member for all purposes, including, but not limited to, the establishment of a quorum and the right to vote.

Associate Member: A Board or Commission may invite other persons to be associate members of the full Board or Commission. Such members shall not have the right to vote. Associate members shall be designated as persons who have certain expertise in matters relevant to the function of the Board or Commission. Requests for services of an associate member shall have the approval of the City Council.

Committee: A group, which may be established by the City Council, that has a specific charge. Normally a Committee is an administrative device appointed through the City's administrative system. Except as otherwise provided herein, a Committee is not subject to these rules and procedures.

Conflict of Interest: Members of City Boards and Commissions have a duty to use their positions to contribute to the public good and they must refrain from using their positions for personal gain. All Members are required to avoid actual or perceived conflicts of interests between their personal, business or family interests and the interests of the City. The City's Code of Ethics, which applies to Board and Commission members, should be consulted for a full explanation of what constitutes a conflict of interest and for other mandatory standards of conduct. The instructions and commensurate form for disclosure is provided at the end of this manual.

Council Liaison: A City Councilor who maintains communication and mutual understanding between a Board or Commission and the City Council.

Emeritus Member: A Board or Commission member who has served the maximum number of terms but continues to serve as a non-voting member.

Ex Officio Member: Each Board and Commission may have at least one ex officio member who is a current or previous City Staff member. Said ex officio member shall be designated by title in the enabling ordinance or resolution. Ex officio members shall not be voting members. (Example: Parks and Recreation Director, Ex officio member of the Parks and Recreation Advisory Board)

Joint Board or Commission: A Board or Commission composed of members of both City and County governments.

Quorum: A simple majority of board or commission members. Please refer to your establishing document for specific requirements.

Regulatory Board or Commission: A Board or Commission established by ordinance or Charter or resolution that has decision making authority in accordance with State statutes or City Code.

Staff Administrator: A staff member who facilitates meeting set up, recording and production of the minutes of the meetings.

Focus Groups/Sub Committees: Boards and Commissions can create focus groups or sub committees to work on a specific topic to bring back to the full committee for consideration. City Council does not need to approve sub committees, but there may be Council appointed sub committees as well.

OVERVIEW OF THE CITY OF DURANGO

City Council Mission, Vision and Values Link:

<https://www.durangogov.org/1409/Mission-Vision-Values>

City of Durango Strategic Plan: (An guiding document for all Boards and Commissions)

<https://www.durangogov.org/1419/2021-Strategic-Plan>

City of Durango Departments and Structure:

<https://www.durangogov.org/DocumentCenter/View/4/City-of-Durango-Organization-Chart-PDF?bidId=>

OVERVIEW OF BOARDS AND COMMISSIONS

Procedures for Establishment of Boards or Commissions

General Authority: The framework for City Boards or Commissions is established by City Charter, Article X, Section 7, and Council Resolution No. 2004-47 which adopted the "City of Durango Rules and Procedures for Boards and Commissions."

Note: Non-Policy related Administrative changes may be made to this manual without adoption by new resolution of Council as necessary by the City Clerk's Office, subject to appropriate notification to City Council.

Boards and Commissions may develop bylaws, in addition to these rules and procedures, provided they do not conflict with these rules and procedures or any other law.

Boards and Commissions serve the City Council in one of two manners:

- **Advisory** - A Board or Commission whose work, actions, and recommendations are advisory to the City Council; and
- **Regulatory** - A Board or Commission in which the City Council has vested regulatory powers or administrative decision-making powers.

Establishment of Boards and Commissions: The creation of a Board or Commission requires formal action by the City Council, either by City Charter, ordinance, or resolution.

Conflicts with Enabling Ordinance or Resolution: The purpose of these rules is to govern all Boards and Commissions, and any conflicts with enabling ordinances or resolutions should be resolved by amending the Rules and Procedures for Boards and Commissions.

Certain Boards and Commissions: The Durango-La Plata County Airport Commission, the Business Improvement District, the Durango Election Commission, the Durango Local Licensing Authority, the Retirement Plan Board, the Firefighter's Old Hire Pension Board of Directors, and the Police Officers' Old Hire Pension Board of Directors may be subject to legislation not included in this manual. All State and Federal legislation supersedes these rules and procedures.

Name, Purpose, Duties and Responsibilities

Name

Each Board or Commission shall have a name and it shall be stated in the enabling ordinance or resolution for that Board or Commission.

Purpose

Each Board or Commission shall have a purpose and it shall be stated in the enabling ordinance or resolution for that Board or Commission.

Duties and Responsibilities

Each Board or Commission shall have its duties and responsibilities stated in the enabling ordinance or resolution. Duties and responsibilities shall include, at a minimum, the following:

A. Duties

To initiate, review, and make recommendations to the City Council and City staff regarding matters related to its area of responsibility.

To assist administrative departments of the City in defining programs that meet the needs of the residents of the city of Durango.

To provide public information for groups interested in its area of responsibility.

If it is a regulatory Board or Commission, to follow all laws and procedures governing its area of concern.

To perform other duties such as the City Council may require.

B. Responsibilities

To set and review goals and objectives in accordance with the management system authorized by the City Council

To submit reports, as required, to the City Council.

To meet as necessary to accomplish its duties and responsibilities.

To hold public meetings and hearings as may be required.

To set and review goals and objectives in accordance with the management system authorized by the City Council.

To make recommendations to the City Council relative to needed policies, ordinances, and programs to achieve the purposes of the Board or Commission, as well as provide recommendations for on-going maintenance, operation and replacement of assets when funded by special taxes.

Summary of Existing Boards and Commissions

Advisory Boards are established by resolution or ordinance, the recommendations of which are advisory in nature. Decisions of advisory boards are guided by the strategic plan, City Council Goals, and other planning documents. Regulatory Boards are established by ordinance and have regulatory oversight. Statutory Boards are required by state statutes, and the duties of these boards are set forth by the statute.

Board of Ethics advises City Council on matters related to ethical issues arising under the Code of Conduct and the Code of Ethics. (Advisory)

Business Improvement District represents its electorate (property owners within the boundaries of the BID). Duties set forth in C.R.S. § 31-25-1209. (Statutory, neither Advisory nor Regulatory)

~~**Community Relations Commission** advises City Council on matters related to community relations and promotes social harmony. (Advisory)~~

Creative Economy Commission advises City Council on matters related to City-owned public art projects and artworks, as well as matters pertaining to arts, culture, and the creative economy. (Advisory)

Design Review Board hears and decides applications and appeals for design compliance review and advises City Council on matters related to design. (Regulatory)

Durango-La Plata County Airport Commission advises the Board of County Commissioners and City Council in matters related to Airport operations. (Advisory)

~~**Durango Local Licensing Authority** regulates and approves matters pertaining to the issuance, renewal, or violations of liquor licenses or marijuana licenses. (Regulatory)~~

Durango Planning Commission reviews land use and development applications and implements policies set forth in Land Use Development Code (LUDC) and advises City Council on matters related to land use, growth, and development. (Both Advisory and Regulatory)

Historic Preservation Board reviews applications for historic landmarks and projects within historic districts and advises City Council on matters related to preserving the historic character of Durango. (Regulatory)

~~**Infrastructure Advisory Board** performs the duties of the Citizens Advisory Board as provided in the ballot question for the 2019 tax including a review of all proposed~~

~~expenditures from that fund and provide recommendations to City Council. Advises on improvements to infrastructure in the City's right of ways and makes recommendations to City Council regarding the 5 year capital improvements plan in City Operations and Utilities and makes recommendations to council regarding water and sewer rates, water rights, water supply redundancy, water utilization and conservation water storage facilities, quality of drinking water and quality of treated wastewater. (Advisory)~~

Library Advisory Board advises City Council on matters related to the operation of the Durango Public Library. (Advisory)

Land Use and Development Code Board of Adjustment hears and decides variances from the LUDC and appeals from administrative decisions. (Regulatory)

Mayor's Youth Advisory Commission (Youth Engagement Commission) advises City Council on matters related to the city's youth. (Advisory)

~~**Multimodal Advisory Board** advises City Council on matters related to improving multiple modes of transportation. This board also advises and makes recommendations on the 2015 tax uses in conjunction with the Parks and Recreation Advisory Board. (Advisory)~~

~~**Natural Lands Preservation Advisory Board** advises City Council on matters related to developing and implementing an open space program and provides recommendations to City Council on 2005 dedicated tax expenditures. This board also advises and makes recommendations on the 2015 tax uses in conjunction with the Parks and Recreation Advisory Board and the Multimodal Advisory Board. (Advisory)~~

~~**Parks and Recreation Advisory Board** advises City Council on matters related to the maintenance, expansion, use and protection of the City's parks and recreational facilities, and provides recommendations to City Council on 2015 and 2005 dedicated tax expenditures. (Advisory)~~

~~**Strategy and Long Term Finance Advisory Board** advises City Council on allocation of scarce resources, recommends appropriate reserve levels for the general fund, benchmarks how the city compares to similar municipalities provide recommendations regarding structuring and funding for replacement and maintenance requirements, reviews the fiscal health of the City of Durango. (Advisory)~~

Meeting Times

Check www.DurangoGov.org for the most up to date information on specific meeting times and locations.

Board/Commission Name	Meeting Date/Time/Location
Board of Ethics	Held Quarterly, Second Thursday of the month - 3:00 p.m. City Hall, City Manager's Conference Room
Business Improvement District Board	Second Thursday of each month – 12:00-2:00 p.m. BID Office, 850 1/2 Main Ave – Suite #2
Community Corrections Board	First and Third Wednesday of each month 1:30 p.m. Hilltop House, 1050 Avenida del Sol
Community Relations Commission	Fourth Wednesday of each month — 4:00 p.m. — City Hall, City Manager's Conference Room
Creative Economy Commission	Last Tuesday of each month – 8:30 a.m. River City Hall
Design Review Board	Second Wednesday of each month – 4:00 p.m. City Hall, Smith Chambers
Durango Election Commission	(As Necessary) City Hall
Durango-La Plata City Airport Commission	Third Thursday of each month – 3:00 p.m. Airport Conference Room, upstairs
Durango Local Licensing Authority	Third Tuesday of each month — 1:00 p.m. — City Hall, Council Chambers
Durango Planning Commission	Fourth Monday of each month – 6:00 p.m. City Hall, Council Chambers
Infrastructure Advisory Board	First Monday of each month — 4:30 p.m. — Public Library, Program Room 3 upstairs
Strategy and Long-term Finance Advisory Board	Quarterly — City Hall Council Chambers
Historic Preservation Board	Third Wednesday of each month – 4:30 p.m. City Hall, Council Chambers
Land Use & Development Code Board of Adjustment	Third Wednesday of each month – 4:00 p.m. City Hall, Council Chambers
Library Advisory Board	Second Monday of the month, as needed 4:30 p.m. Public Library, Program Room 3
Mayor's Youth Advisory Commission (Youth Engagement Commission)	Varies
Multimodal Advisory Board	Third Wednesday of each month — 4:00 p.m. — City Hall, City Manager's Conference Room
Natural Land Preservation Advisory Board	Second Monday of each month 6:00 p.m. — Recreation Center

Parks and Recreation Advisory Board	Second Wednesday of each month—5:00 p.m.—Recreation Center
Retirement Plan Board	Annual meeting in May, as needed
Urban Renewal Authority	Second Monday of each month 4:30 pm

Board or Commission Business Outside of Meetings

Attendance at City Meetings: Board or Commission members shall attend scheduled City meetings when required to carry out the work of the Board or Commission.

Special Assignments: At the discretion of the Board or Commission chairperson, Board or Commission members may undertake special assignments outside of committee meetings that are required for the efficient dispatch of Board or Commission business.

Review of Background Material: Board or Commission members shall review all background information provided in preparation for regular or special meetings or work sessions.

Relationship with Other Entities

Overall Coordination: As advisory representatives of the City Council, Boards or Commissions may need to facilitate agreements among governmental units and individuals, when requested to do so, for specific projects or other related matters. Boards or Commissions shall do so by:

- A. providing a forum for discussion and study of matters that are of mutual interest to governmental units and members of the City Council.
- B. discovering, clarifying, and comprehensively planning for the solution of problems within the area of responsibility of the Board or Commission that come to the attention of the Board or Commission.

Relationship with the City Council: The Board or Commission is to review, recommend, and advise the City Council on policy matters regarding its area of responsibility. All actions of a Board or Commission, except decisions of regulatory Boards or Commissions governed by ordinance or statute, shall be subject to the approval and confirmation of the City Council. Board or Commission appointees serve at the pleasure of the City Council. No action of a Board or Commission shall relieve the City Council of its responsibilities or usurp the authority granted to the City Council, excepting those regulatory Boards or Commissions that have direct review by the court system. Advisory Board or Commission conflicts associated with this relationship shall be expeditiously referred in writing to both the City Council and the City Manager.

Relationship with Administrative Staff: Boards or Commissions shall work closely with assigned City staff. Through this staff liaison/ex-officio member, a Board or Commission may call upon specific administrative departments to provide information upon which the Board or Commission can make informed decisions. The Board or Commission may establish close working relationships with specific departments through the designation of a member of such a department as an ex officio member of the Board or Commission. Department members designated as ex officio Board or Commission members shall attend all Board or Commission meetings and participate in Board or Commission discussions, provide background information, and advocate positions on potential Board or Commission actions. A Board or Commission may call upon other City administrative departments for information or assistance by directing a request through the ex officio member to the City Manager. The department representative shall not vote on Board or Commission actions. City departments may provide staff reports to the City Council through the City Manager. Such reports may supplement, agree with, or take positions opposed to the recommendations of the Board or Commission. If a staff report is prepared relating to a decision by a Board or Commission, a copy of the report shall be provided to the chairperson of the Board or Commission. Conflicts associated with the relationship between a Board or a Commission and City staff shall be directly and expeditiously referred in writing to both City Council and the City Manager.

Relationships with other Private and Public Agencies: Boards or Commissions may call upon private and public agencies in order to have adequate information to make decisions and prepare recommendations. A Board or Commission shall provide guidance, advice, and appropriate actions as requested by such bodies. However, prudence should be practiced so that no action of a full Board or Commission or its individual members can be interpreted as an official position or action of the City Council. Conflicts associated with this relationship shall be expeditiously referred in writing to both the City Council and the City Manager.

Relationships with Other Boards and Commissions:

Various Boards and Commissions will work collaboratively with other boards to discuss shared sales tax revenue distribution and shared goals and/or projects.

Relationships with Joint or Commissions: Joint Boards or Commissions, unless otherwise agreed upon by the City Council and the County Commissioners, shall follow the rules and procedures adopted by the City Council when considering City business. Members of the Joint Boards or Commissions shall work to expedite the work of the joint Board or Commission in all cases.

Membership

The City Council shall consider the following in determining the composition and membership of each Board or Commission:

Regular Members

A. There shall be a minimum of three members on a Board or Commission. The exact number of members shall be specified in the enabling ordinance or resolution. All regular members shall be appointed by the City Council unless otherwise stated in the enabling Ordinance or Resolution.

B. Applicants for Board or Commission positions will be screened by the City Council. At the time of Council consideration, City Council may consider additional persons for membership recommended by the Council members or Board members. Members of Boards or Commissions shall be appointed by a majority vote of the City Council at a regularly scheduled City Council meeting. When screening applicants, the following should be considered:

- Review of written applications by Council may take into consideration:
- Comments and/or recommendations from the chairperson of the Board or Commission regarding incumbents.
- Comments and/or recommendations from ex-officio members of the Board or Commission.
- Consideration of an applicant's interest in the board, experience, or knowledge of a particular board's purpose.
- When screening applicants, Council will give strong preference to city residents.
- Council will give consideration to specific goals and guidelines of skill sets recommended for each Board or Commission, as outlined in its authorizing document.

The length of term of each Board or Commission member shall be determined by the Board or Commission's Founding Resolution or Ordinance.

The term for each Board or Commission member shall be structured in a manner to provide continuity of programs by staggering the length of terms of its members. Term expiration dates shall be such that no more than 60 percent of the terms will terminate annually and such that all terms for any one Board or Commission shall terminate in the same month of the given year. Any appointment that fills a vacancy that falls outside of the normal appointment schedule shall serve the remaining term of the vacated position. For example, if a commission member resigns after 1 year into a 3 year term, the replacement commission member would be appointed to a 2 year term.

Employees of the City of Durango may serve on boards and commissions only as required by statute, charter, or resolution of Council.

Appointment Process

Notification of upcoming term expirations shall be given to the City Council by the City Clerk's office.

Advertising for membership to Boards and Commissions and acceptance of applications for openings will be completed semi-annually. Appointments will be made by the end of May each year, with terms ending on May 31st and beginning on June 1st of each year.

Prior to the expiration of a term, City staff will alert the current member of the upcoming appointment process. The incumbent's application (either new or original), all new applications, and any pertinent information (including comments and/or recommendations from the chairperson) will be sent to Council for consideration and screening.

The Clerk's office will be responsible for organizing requested interviews with City Council and any other administrative responsibilities related to the process.

Expiration of Term: A member of a Board or Commission whose term has expired may continue to serve with the agreement of the board until a replacement is appointed or reappointment is made.

Associate Members: ~~Associate members-Board or Commission~~ will only attend board meetings as requested by the board when there is a need for their expertise to inform the Board's actions on a specific item. Associate members are to be appointed by Council at the recommendation of the Board and those appointments will be reviewed every three years.

Professional Services: A Board or Commission may from time to time request consultation from persons not classified as members but possessing expertise relevant to a matter. Such requests shall have approval of the City Council or the City Manager. If a consultant requires compensation, prior approval must be obtained from the City Council.

Ex Officio/Staff Liaison Members: Each Board or Commission may have at least one ex officio member who shall represent the City administration. Said ex officio member shall be designated by title in the enabling ordinance or resolution. Ex-officio members shall not be voting members.

Number of Continuous Terms: With the exception of the Election Commission, members may serve as Chairman for one year. After that term, the member cannot serve as chairman for the following year.

Liability Insurance: All members of Boards or Commissions are covered under the City's liability insurance program while acting within the scope of their assigned duties.

Compensation: Board and Commission members shall serve without compensation.

Voting

Voting Privileges: Only regular members of a Board or Commission, or alternate members when acting in the absence of a regular member, shall have the privilege of voting on matters or questions before the Board or Commission.

Manner of Voting: Voting shall be conducted in the following manner:
A majority of the regular members shall constitute a quorum unless otherwise specified in the enabling ordinance or resolution.

Each regular member, including the chairperson, shall have one vote.

When a quorum is present at any meeting, the vote of a majority of members present shall decide any question brought before such a meeting.

Article II, Section 9 of the City Charter entitled Voting states: "Any member of the Council who has a personal or private interest in any matter proposed or pending before the Council shall disclose such interest to the Council and shall not vote thereon, and shall refrain from attempting to influence the decisions of other members of the Council in voting on the matter; provided, however, a member of the Council may vote notwithstanding the personal or private interest if his participation is necessary to obtain a quorum or otherwise enable the Council to act and if he complies with the voluntary disclosure provisions under applicable state law."

The restrictions on voting shall apply to members of City Boards and Commissions as well as members of the City Council.

Officers

Method of Selection: Officers shall be chosen from among the regular membership of a Board or Commission by a majority of the members present at an organizational meeting called for that purpose. Members may not serve consecutive ~~one-year~~one-year terms as Chairperson of the Board or Commission.

Number of Officers: Officers shall consist of a chairperson and a vice-chairperson with each Board or Commission reserving the right to select additional officers as it deems necessary.

Duties of Officers: The following duties shall be undertaken by the respective officers with a right to delegate duties to other Board or Commission members being reserved to the chairperson.

A. Chairperson's Duties

1. To preside at Board or Commission meetings.
2. To call special meetings.

3. To make appointments to committees, subcommittees, or task force groups.
4. To represent the Board or Commission in public and to speak and act on behalf of the Board or Commission.
5. To execute reports on behalf of the Board or Commission.
6. To take initial action on directives from the City Council.
7. To establish the agenda for Board or Commission meetings.
8. To authorize special assignments for Board or Commission members.
9. To inform the Board or Commission of results of all Board or Commission reports or recommendations to the City Council.

B. Vice-Chairperson's Duties

1. In the absence of the Board or Commission chairperson, shall assume all duties and responsibilities of the chairperson.
2. To assure adequate staff support is provided the Board or Commission in the conduct of its business.
3. To oversee all matters of attendance by regular members at Board or Commission meetings.

C. Other Officer's Duties

Additional officers selected by the Board or Commission shall have their duties delineated by the chairperson before or upon their taking office.

Terms of Office: Board or Commission officers shall serve for a period of one year unless removed from office or no longer in office due to resignation. Each Board or Commission shall choose and set a date by motion, to consider selection of officers. After one year of service, officers must wait one year before being appointed again.

Executive Committee: Boards or Commissions may appoint an executive committee made up of the chairperson, vice-chairperson, and any other persons deemed appropriate by the Board or Commission. The duties of the executive committee shall be determined by the membership of the Board or Commission.

RULES OF PROCEDURE

Procedures: All Board or Commission meetings shall be conducted in accordance with *Robert's Rules of Order* except that the presiding officer may, at his or her discretion, dispense with such rules to facilitate the orderly and timely conduct of Board or Commission business.

All Boards, Commissions and Committees are subject to and must comply with the provisions of the Colorado Open Meetings Law (C.R.S. 24-6-401, et seq.). The records and documents associated with Boards and Commissions and their members are generally subject to the Colorado Open Records Act. Electronic communication, including email and discussion on social media platforms, is subject to the Colorado Open Meetings Law (C.R.S. 24-6-401, et seq.). All communications of public business

by a quorum, or three or more members of a Board or Commission, whichever is less, shall be held within the confines of a properly noticed public meeting.

Virtual participation in open meetings must be in accordance with Resolution 2022-17; a copy of which is provided in the “attachments” section of this manual.

Agenda: A typed agenda shall be prepared for each Board or Commission meeting and electronic copies shall be posted on the City’s website, and a physical copy shall be posted at City Hall. Copies shall be distributed by the chairperson or designee to all members of the Board and Commission, the City Manager’s office, the City Council, and the news media. The agenda shall include at a minimum the following:

- A. Roll Call
- B. Approval of Minutes
- C. Reports of officers, sub-committees, and task force groups
- D. Unfinished Business
- E. New Business
- F. Adjournment

Post Meeting Actions: All actions and recommendations to the City Council, City administrative units, or any other governmental unit by Boards or Commissions shall be communicated directly to the City Council by memorandum, formal report, or through minutes signed by the Board or Commission chairperson or designated representative.

Sample Agenda

Name of Board or Commission
Location of Meeting
Date of Meeting
Time of Meeting

I. PROCEDURES

- A. Roll Call
- B. Approval of Minutes of Previous Meetings (dates)

II. REPORTS

- A. Officers of Board or Commission
 - 1. List
 - 2.
 - 3.
- B. Subcommittees and/or task force groups

1. List
- 2.
- 3.

III. OLD BUSINESS

1. List topics
- 2.

IV. NEW BUSINESS

1. List topics
- 2.
- 3.

V. ADJOURNMENT

Leading Effective Board Meetings

by Jim Slaughter, Parliamentarian

Before Meeting:

Why have a meeting?

Decision-making, problem-solving, planning, evaluation

What are desired outcomes?

Who is responsible for each item?

Confirm environment and equipment

Room arrangement

To give information- auditorium style

To get participation- Circle

Combination- Horseshoe

Prepare agenda:

Considerations:

Do all items relate to mandate?

Are items for action?

Agenda clear?

Location on agenda?

Specifics:

Start and end time for meeting

Start and end time for each item?

Require business items (motions) be submitted in advance

Assign tasks

Distribute meeting packet
Distribute agenda in advance
Ensure everyone on agenda knows role

During Meeting:

Call to order on time
Stay focused on agenda
Focus on substance, not form
End meeting/ each item on time
Use unanimous consent, when possible
Use consent on agenda, if possible
Encourage participation/ equalize participation
Prompt comments, if necessary
Control interruptions and digressions
“Park” digressions
“Deflate windbags”
Clarify and rephrase
Manage conflict
Ensure decisions/ assignments clear
More formal procedure if larger group (12+)
More formal procedure depending on controversy/ importance
Close the meeting on time
Close the meeting positively

Problem Areas:

Rambling member (“park digressions”)
Dominating member (“deflate windbags”)
Argumentative member
Discouraging member
Argument between two members
Side conversations
Non-participating members

Robert’s Rules of Order - Simplified

Guiding Principle:

Everyone has the right to participate in discussion if they wish before anyone may speak a second time.
Everyone has the right to know what is going on at all times.
Only urgent matters may interrupt a speaker.
Only one thing (motion) can be discussed at a time.

A **motion** is the topic under discussion (e.g. “I move that we add a coffee break to this meeting”).
After being recognized by the president/chair, any member can introduce a motion when no other motion is on the table.
A motion requires a second to be considered. Each motion must be disposed of (passes, defeated, tabled, referred to a committee, or postponed indefinitely).

How to do things:

You want to bring up a new idea before the group.

After recognition by the president/chair, present your motion.

A second is required for the motion to go to the floor for discussion, or consideration.

You want to change some of the wording in a motion under discussion.

After recognition by the president/chair, move to amend by

adding words,

striking words or

striking and inserting words

You like the idea of a motion being discussed, but you need to reword it beyond simple word changes.

Move to substitute your motion for the original motion. If it is seconded, discussion will continue on both motions and eventually the body will vote on which motion they prefer.

You want more time personally to study the proposal being discussed.

Move to postpone to a definite time or date.

You are tired of the current discussion.

Move to limit debate to a set period of time or to a set number of speakers. Requires a 2/3rds votes.

You have heard enough discussion.

Move to close the debate. Requires a 2/3rds vote. Or move to previous questions. This cuts off discussion and brings the assembly to a vote on the pending question only. Requires a 2/3rds vote.

You want to postpone a motion until some later time.

Move to table the motion. The motion may be taken from the table after 1 item of business has been conducted. If the motion is not taken from the table by the end of the next meeting, it is dead. To kill a motion at the time it is tabled requires a 2/3rds vote. A majority vote is required to table a motion without killing it.

ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

PROCEDURE FOR HANDLING A MAIN MOTION

Obtaining and assigning the floor

A member raises hand when no one else has the floor

- The chair recognizes the member by name

How the Motion is Brought Before the Assembly

- The member makes the motion: *I move that (or "to") ...* and resumes his seat.
- Another member seconds the motion: *I second the motion or I second it or second.*
- The chair states the motion: *It is moved and seconded that ... Are you ready for the question?*

Consideration of the Motion

1. Members can debate the motion.
2. Before speaking in debate, members obtain the floor.
3. The maker of the motion has first right to the floor if he claims it properly
4. Debate must be confined to the merits of the motion.
5. Debate can be closed only by order of the assembly (2/3 vote) or by the chair if no one seeks the floor for further debate.

The chair puts the motion to a vote

1. The chair asks: *Are you ready for the question?* If no one rises to claim the floor, the chair proceeds to take the vote.
2. The chair says: *The question is on the adoption of the motion that ... As many as are in favor, say 'Aye'.* (Pause for response.) *Those opposed, say 'Nay'.* (Pause for response.) *Those abstained please say 'Aye'.*

The chair announces the result of the vote.

1. *The ayes have it, the motion carries, and ...* (indicating the effect of the vote) or
2. *The nays have it and the motion fails*

WHEN DEBATING YOUR MOTIONS

1. Listen to the other side
2. Focus on issues, not personalities
3. Avoid questioning motives
4. Be polite

HOW TO ACCOMPLISH WHAT YOU WANT TO DO IN MEETINGS

MAIN MOTION

You want to propose a new idea or action for the group.

- After recognition, make a main motion.
- Member: "Madame Chairman, I move that _____."

AMENDING A MOTION

You want to change some of the wording that is being discussed.

- After recognition, "Madame Chairman, I move that the motion be amended by adding the following words _____."
- After recognition, "Madame Chairman, I move that the motion be amended by striking out the following words _____."
- After recognition, "Madame Chairman, I move that the motion be amended by striking out the following words, _____, and adding in their place the following words _____."

REFER TO A COMMITTEE

You feel that an idea or proposal being discussed needs more study and investigation.

- After recognition, "Madame Chairman, I move that the question be referred to a committee made up of members Smith, Jones and Brown."

POSTPONE DEFINITELY

You want the membership to have more time to consider the question under discussion and you want to postpone it to a definite time or day, and have it come up for further consideration.

- After recognition, "Madame Chairman, I move to postpone the question until _____."

PREVIOUS QUESTION

You think discussion has gone on for too long and you want to stop discussion and vote.

- After recognition, "Madam President, I move the previous question."

LIMIT DEBATE

You think discussion is getting long, but you want to give a reasonable length of time for consideration of the question.

- After recognition, "Madam President, I move to limit discussion to two minutes per speaker."

POINT OF ORDER

It is obvious that the meeting is not following proper rules.

- Without recognition, "I rise to a point of order," or "Point of order."

POINT OF INFORMATION

You are wondering about some of the facts under discussion, such as the balance in the treasury when expenditures are being discussed.

- Without recognition, "Point of information."

POINT OF PARLIAMENTARY INQUIRY

You are confused about some of the parliamentary rules.

- Without recognition, "Point of parliamentary inquiry."

APPEAL FROM THE DECISION OF THE CHAIR

Without recognition, "I appeal from the decision of the chair."

Rule Classification and Requirements

Class of Rule	Requirements to Adopt	Requirements to Suspend
Charter	Adopted by majority vote or as proved by law or governing authority	Cannot be suspended
Bylaws	Adopted by membership	Cannot be suspended
Special Rules of Order	Previous notice & 2/3 vote, or a majority of entire membership	2/3 Vote
Standing Rules	Majority vote	Can be suspended for session by majority vote during a meeting
Modified Roberts Rules of Order	Adopted in bylaws	2/3 vote

ADMINISTRATIVE

Removal, Resignation, and Vacancies

Removal: Any member of a Board or Commission may be removed by the City Council for the following reasons:

A. Unexcused absences from three consecutive meetings of the regularly scheduled meetings of the Board or Commission shall be considered as an automatic resignation from the Board or Commission unless action to the contrary is taken by the City Council. In addition, a member who consistently fails to attend meetings, thereby impairing the function of the Board or Commission, may be removed from the Board or Commission by the Council.

B. Misconduct at meetings, which shall include any act that may seriously interrupt the orderly process of said meetings.

C. Violation of these Rules and Procedures or other provisions of the City Code or Charter, neglect of duty, malfeasance or other misfeasance that negatively impacts the performance of the members' duties or obligations, which shall include but not be limited to, intentionally disregarding assigned tasks, deliberately or repeatedly failing to carry out the responsibility expected of members or otherwise undermining the activities of the Board or Commission.

D. Any member subject to removal shall be provided the opportunity to resign as a first alternative to removal action taken by the City Council.

E. Consideration of removal shall be referred to the City Council by the chairperson of the Board or Commission or by the City Manager along with the recommendation of the chairperson.

Resignation: Notification of intent to resign shall be provided in writing (letter, e-mail etc.) to the chairperson who shall be responsible for bringing the matter to the full Board or Commission, City Council, and City Manager's Office before the next regularly scheduled meeting of the Board or Commission.

Vacancies: For any and all vacancies that may occur, notice of such a vacancy shall be given to the City Council by the Board or Commission chairperson through the City Clerk's office.

A. Upon a vacancy occurring in the office of the Board or Commission chairperson, the vice-chairperson shall automatically become chairperson for the balance of the unexpired term.

B. Upon a vacancy occurring in the office of the Board or Commission vice-chairperson, the Board or Commission shall select a vice-chairperson from among its members to serve for the balance of the unexpired term.

C. For any and all vacancies that may occur, said vacancies shall be filled in the same manner as initial appointments and shall be for the remainder of the unexpired term.

Administrative Support/Responsibility

Administrative Support: The City staff liaison to a Board or Commission shall have the following duties and any others as may be prescribed by the officers of the Board or Commission upon approval of the department director whose administrative staff is being utilized:

A. To cause the minutes of the Board or Commission meetings to be taken, transcribed, and typed in a manner best suited to provide an accurate and complete record.

B. To give notice of all meetings in accordance with these procedures and the general guidelines of the Board or Commission.

C. To prepare agendas, reports, and correspondence for the Board or Commission under the direction of the chairperson.

D. To provide a calendar showing the monthly meeting schedule of the Board or Commission to be forwarded to the City Manager's office. Such calendar should be submitted at the beginning of the calendar year showing all regular monthly meeting dates for the year.

E. To forward notices of special meetings of Boards or Commissions to the City Manager's office.

Administrative Responsibility

Orientation of New Members: The City Council, with the support of the City Manager and Staff, shall provide an orientation session for all new members appointed to Boards or Commissions within thirty days after their formal appointment to a Board or Commission by the City Council. Such orientation shall include, but not be limited to, a review of the enabling ordinance or resolution establishing the particular Board or Commission and a review of these "Rules and Procedures for City Boards and Commissions."

Annual Orientation for Board and Commission Officers: The City Council, with the support of the City Manager and Staff, may provide an annual orientation session for all Board and Commission officers.

Amendments

Amendments to these Rules and Procedures may be made by resolution of the City Council, with the exception of non-policy related Administrative changes, which can be made by the City Clerk with appropriate notification to Council.

CIRSA OVERVIEW

What is CIRSA?

(Colorado Intergovernmental Risk Sharing Agency) is a public entity self-insurance pool for property, liability, and workers' compensation coverage. Formed in 1982 by 18 municipalities pursuant to CML study committee recommendations. Not an insurance company, but an entity created by intergovernmental agreement of our members.

Member-owned, member-governed organization. CIRSA Board is made up entirely of municipal officials with the largest concentration of liability-related experience and knowledge directly applicable to Colorado municipalities.

Avoid "outside the scope" and "willful and wanton" conduct.

You have personal protection from liability under the Governmental Immunity Act (GIA) only if you are "within the scope of employment" (SOE) and not acting "willfully and wantonly."

This concept applies to all persons covered by the GIA- including elected and appointed officials, employees, and authorized volunteers.

Conduct outside of this scope of employment or willful and wanton will result in a loss of governmental immunity.

This can also result in a loss of coverage under liability insurance policies, personal liability, including punitive damages.

You may become responsible for defending yourself and paying any settlement/judgment against you.

Understand your job description and stay within it.

Before acting, look for a law, charter, provision, ordinance, resolution, or motion that authorizes you to act.

If you can't trace your action to a source of authorization, you may be outside your SOE. Elected officials act primarily as a BODY.

Applicable laws vest responsibilities in the COUNCIL/BOARD as a body.

Other than some responsibilities spelled out for the Mayor, all powers and duties of the Council/Board are exercised by the body, not any individual.

You exercise your responsibilities mainly by VOTING in a PUBLIC MEETING.
When you find yourself doing anything other than that... make sure you are properly authorized!

"We" ... not "I." If you find yourself acting in terms of "I" rather than "we" that's a red flag.
Be particularly cautious once you've voted on a matter.

Get behind the decision, don't undermine. If you feel there is a need to change it, use proper channels only.

Recognize that some decisions CANNOT be undone without liability.

Avoid acting out of personal motives (likely to be outside your SOE)

Don't be "goaded" into outside-the-SOE conduct by political or citizen pressure.

Protect the City's Confidences

Government is conducted in the open – but there are legitimately confidential matters, including:
Legal advice, litigation issues
Personnel matters
Issues being negotiated

Executive Sessions

Discussion of attorney-client privileged matters in executive session:
Who is the client? Who "speaks for" the client?

If the entire Council/Board "speaks for" the client, then it is the entire Council/Board that has the right to the privilege – and to keep or waive it.

Executive Sessions are permitted for only one reason: a legitimate need for confidentiality.

This means confidentiality *must* be maintained after you get out of the session.
Executive Sessions should not be abused.

Will undermine public confidence, create suspicion, and provoke the press and citizens

Pledge to Follow the City of Durango's Code of Conduct and Code of Ethics for City Council Members and Candidates, and Boards and Commission Members

The intent of the City of Durango's Code of Conduct and Code of Ethics is to provide standards of conduct and ethics guidelines to clarify actions that are allowed and those that constitute a breach of public trust.

City Councilors, City Council Candidates and all members of City Boards and Commissions are expected to adhere to high levels of ethical conduct to assure that the public has confidence in the integrity of all aspects of City government and the City Officials that exercise discretionary power.

The undersigned City Councilors, Council Candidates and members of City Boards and Commissions hereby agree to comply with the provisions and guidelines included in the City of Durango's Code of Conduct and Code of Ethics, and in doing so, agree to the following:

I understand that I am responsible for familiarizing myself with the contents of and abiding by the standards, policies and associated training requirements included in the City of Durango's Code of Conduct and Code of Ethics as long as I remain a City Councilor, Council Candidate or member of a City Board or Commission.

I, _____ pledge to comply with the City of Durango's Code of Conduct and Code of Ethics as originally adopted by the Durango City Council on October 7, 2014, amended on April 18, 2017 by O-2017-09 and as amended thereafter.

Signature

Date

Printed Name: _____

Address: _____

Phone Number: _____

Board or Commission: _____

****Note: On November 15, 2022 City Council by unanimous vote, decreed that pledges must be signed within 2 months from the date signature is requested. If not signed, the board or commission member may not continue to serve on the board.**

Conflict of Interest Disclosure Statement

The following disclosure statement is submitted to the Clerk of the City of Durango pursuant to the requirements of the City Charter, and, to the extent applicable, Sections 24-18-101; 24-18-201; 31-4-404 (2) and (3); 18-8-308, Colorado Revised Statutes (C.R.S.). Written notice is not required if the city official discloses the conflict of interest on the record of a public meeting of the governing body or board or commission of which the city official is a member.

Name:
Title:
Decision(s) or contract affected (give description of item to be addressed by Council, Board, Service Area Director, etc.)
Brief statement of interest:
Date:
Signature:

REMOVAL OF CONFLICT OF INTEREST

I affirm that the above stated conflict of interest no longer exists.

Date:
Signature:

Manager
cc (if City employee): HR Director

Applications

Applications to become a Board or Commission member are available for electronic completion on the City's website at DurangoGov.org/Boards. A paper application will be made available upon request; please contact the Clerk's office by calling 970-375-5010, via email at clerk@durangogov.org, or by stopping by City Hall, 949 E 2nd Avenue, Durango, CO 81301.

EQUAL OPPORTUNITY STATEMENT

The City of Durango does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.

Attachments

Please note: the following attachments are provided for convenient reference and are the most current as of March of 2022. City policies change from time to time, and it is strongly recommended that Board and Commission members reference the City of Durango website at www.durangogov.org for the most current policies.

RESOLUTION NO. R-2022-17
A RESOLUTION APPROVING AND ADOPTING A CITY OF DURANGO POLICY FOR
IN-PERSON AND VIRTUAL PARTICIPATION IN PUBLIC MEETINGS

WHEREAS, the City Council has previously adopted by resolution several public meeting policies for City Council and Board and Commission public meetings when circumstances did not allow for In-Person meetings. These policies included a telephonic meeting policy and modified policies for electronic meetings during the COVID-19 pandemic; and

WHEREAS, it is the desire of City Council to adopt a uniform policy for In-person and Virtual participation in public meetings for City Council and Board and Commissions; and

WHEREAS, City Staff submitted a draft policy providing for In-Person and Virtual meetings that include suggested guidelines for individuals who want to participate in meetings in either format for Council review and approval at their regular meeting on March 15, 2022; and

WHEREAS, this new meeting policy is intended to allow for flexibility when conditions warrant that a meeting be conducted in a particular format; and

WHEREAS, the Council believes it would be in the best interest of the City and the citizens of Durango to adopt this new meeting policy,

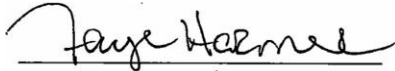
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURANGO, COLORADO:

Section 1: That Resolutions 2016-25, 2020-7A and 2021-46 related to public meetings policies for the City of Durango are hereby repealed.

Section 2: That this Resolution adopts the City of Durango, Colorado Policy for In-Person and Virtual Participation in Public Meetings, which is attached as Exhibit 'A', to supersede all previous public meeting resolutions named in Section 1.

Approved and adopted this 5th day of April 2022.
CITY COUNCIL OF THE CITY OF DURANGO

Attest:



City Clerk



Mayor

Exhibit 'A'
CITY OF DURANGO, COLORADO
POLICY FOR
IN-PERSON AND VIRTUAL PARTICIPATION IN PUBLIC MEETINGS

I. PURPOSE:

The purpose of this document is to adopt a uniform policy for In-person and Virtual participation in public meetings of the City Council and of City Boards and Commissions by members of those public bodies and the public. It is the policy of the City of Durango to strictly adhere to all open meetings laws and this policy is adopted to assure full compliance with those regulations in a manner to provide for the transaction of all City business in an open, transparent and timely fashion while allowing for an opportunity for virtual participation in appropriate circumstances.

II. DEFINITIONS:

In-person meeting shall mean City Council, Board and Commission members and the public attend a public meeting in the same physical location.

Virtual meeting shall mean all City Council, Board and Commission members and the public attend a public meeting via teleconferencing, video conferencing or web conferencing without meeting at a physical location.

Hybrid meeting shall mean a public meeting that is held simultaneously with a combination of in person and virtual attendees.

III. STATEMENT OF POLICY

When circumstances allow, the preferred method of conducting public meetings of the City Council or City Boards and meetings shall be by In-person meetings. However, it is recognized that conditions may warrant or require that public meetings be conducted as Virtual or Hybrid meetings. Decisions regarding whether a particular meeting will be held as an In-Person meeting or as a Virtual meeting shall be made by the Mayor or by the Chairperson of the Board or Commission at least five days prior to the scheduled meeting in order to allow for appropriate notice of the format of the meeting to be given to the public and other members of the Council or Board.

IV. CONDUCTING PUBLIC MEETINGS

The City Council and Boards and Commissions may conduct public meetings in In-person, Virtual or Hybrid formats if the following conditions are met.

A. IN-PERSON MEETING

If there is no emergency situation or other condition that prohibits an In-person meeting, then the meeting may, at the discretion of the Mayor or the Chairperson, be conducted in-person and any member of City Council, an appointed member of a Board and Commission and the public may choose to attend that public meeting in-person.

When warranted by the conditions, In-person meetings shall have the following guidelines. The maximum room occupancy shall, without limitation, comply with executive orders, public health orders, and other recommended guidelines such as social distancing for the safe conduct of in-person gatherings. The City Manager or presiding officer of a meeting is authorized to further restrict occupancy or impose other reasonable temporary meeting restrictions if deemed necessary to protect public health under the . circumstances encountered at any meeting.

The City Manager or their designee shall establish additional guidelines for where and how members of the public may line up outside of the building to provide comment and how members of the public will be rotated into and out of the building to maintain any established maximum room occupancy.

If required by the Mayor or City Manager for Council meetings or the Chairperson or Staff Liaison for Board and Commission meetings, no person shall attend any public meeting without a face covering.

The Mayor or presiding officer shall make reasonable efforts to receive public comment from those who are present or are waiting in line for in-person testimony before those who are participating by phone or internet on a particular agenda item. However, the presiding officer may modify this priority due to inclement weather, number of in person participants or other factors. If the presiding officer believes conditions or conduct within the meeting poses a risk to public health, the presiding officer may terminate the meeting or take other actions to assure compliance with health protocols.

Any in-person meeting shall provide a format for attendance by members of Council, members of Boards and Commissions, staff and the public via virtual means, provided . that the requirements of a Virtual meeting as set forth herein can reasonably be accommodated.

B. VIRTUAL OR HYBRID MEETING

A Virtual or Hybrid public meeting may be conducted if the Mayor or the Chairperson of any Board or Commission determines that meeting in-person is not practical or . prudent due to a health or other condition or declaration of emergency affecting the City and that a Virtual or Hybrid meeting is reasonable and necessary to conduct the business of the Council or Board under the circumstances; and

All members of the City Council or Board and staff can hear one another or otherwise communicate with one another during the meeting and can hear or read all discussion and testimony offered by the members of the Council or Board, staff and the public in a manner designed to provide maximum notice and participation. There shall be a designated staff Moderator to oversee and monitor the meeting progress at the direction of the Mayor or Chairperson, and the Moderator shall report any technical issues during the meeting to the Mayor or Chair; and

Members of the public are provided with a reasonable opportunity to present testimony if practical, but in any event they shall be allowed to submit written public comment prior to the meeting and provided they can hear or read the discussion, testimony and votes of the Council or Board, unless not feasible due to emergency conditions or other particular circumstances. The Mayor or the Chair or any Board and Commission may set specific rules or limits on public participation during any Virtual or Hybrid meeting if they find it necessary or prudent to assure the orderly and efficient completion of public business. A separate forum may be provided prior to, during or after any Virtual or Hybrid public meeting to allow for additional public Comment on particular topics, including but not limited to an email address and drop box where the public may submit comments to the Council or Board. Comments related to a particular legislative hearing shall be read into the record as part of the hearing process. All other comments will be made available to the Council or Board members within a reasonable time;

The Mayor or Chairperson may determine that a meeting shall be entirely virtual if it is deemed to be reasonable or necessary for a particular meeting, and in that case, no members of City Council, Board or Commission, or the public shall be present in Council Chambers, or other meeting locations, to avoid unnecessary contact between members. Staff necessary to conduct the meeting may be present in the meeting room;

All votes of the Council or Board members in attendance virtually or in person in the case of a Hybrid meeting shall be conducted and recorded by roll call;

The meeting shall be recorded and minutes of the meeting are taken and recorded within a reasonable time and such records are open to public inspection in the usual fashion;

To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that the meeting will be conducted either as a Virtual or Hybrid meeting and the right of the public to monitor or attend the meeting and the method by which they may provide comments and information to the Council or Board;

Virtual participation shall constitute actual attendance for purposes of establishing a quorum for Council and Board or Commission meetings;

In the event of a Virtual or Hybrid meeting where the City Council or any Board and Commission is scheduled to include a quasi-judicial hearing, then the following additional requirements shall apply:

The applicant or the proponent of any application or other item that is subject to the quasi-judicial hearing shall be informed that the item will be heard in a Virtual or Hybrid meeting format. In the event the applicant or proponent objects to such format, then the matter shall be continued to a time uncertain, and will be rescheduled for a non-virtual hearing when conditions safely allow. In the event the proponent or applicant does not object to a Virtual or Hybrid meeting format, then they shall be deemed to have waived any legal challenge to the hearing being conducted as an electronic hearing;

The Mayor or the Chair of any Board and Commission may make a determination that any particular hearing cannot be conducted as a virtual hearing in a manner to assure fairness and due process to all interested parties based on the complexity of the issue, particular technological issues, ability to see and review evidence and testimony or other similar factors. In that event, the applicant will be consulted regarding rescheduling the hearing when conditions safely allow.

Support staff for City Council or any Board shall coordinate with City IS services to set up and operate an on-line platform such as Zoom to conduct the hearing. The platform at a minimum, shall allow the members of the Council or Board, the applicant and all interested parties to hear all testimony and see all exhibits offered at the hearing by any party. In addition, the Council or Board members must be able to ask questions and receive responses from all parties and all parties must be allowed to ask questions of the applicant or others offering testimony or exhibits.

The process must allow for the recording of the proceedings and to capture exhibits so as to create a reliable record of the proceedings.

In the event the Mayor or Chair of a Board opens a virtual hearing and they determine that the conditions described herein cannot be met, then they may terminate the hearing and continue the hearing to a time when such conditions may be met.

The public notice of any hearing to be conducted virtually shall be given in accordance with codes applicable to those hearings, and shall contain a notice that the meeting will be held virtually and shall provide that information regarding the electronic platform and other information necessary to allow all interested parties to participate in the hearing will be posted in a designated location and via the City website no later than 48 hours prior to the scheduled hearing.

Executive Sessions may be conducted in a Virtual or Hybrid format provided that all requirements of confidentiality can be maintained. In order to assure that no public is inadvertently included in an executive session, a separate electronic or telephone only meeting shall be commenced for executive sessions, including only the members of Council or the Board and appropriate staff who are attending virtually. Each participant in the Executive Session shall initiate the connection in a secure location to assure privacy, and no participant shall record the electronic executive session. All usual statutory notice and recording requirements for an executive session shall apply to electronic executive sessions. The Mayor or the Chair of any Board or Commission may direct additional procedures particular to an individual executive session to assure the integrity of the executive session process.

The Mayor or Chair may approve additional meeting procedures to assist in operating a Virtual meeting, particularly to assure compliance with Open Meetings laws.

If any Virtual Meeting is terminated due to technical problems and no notice of a continuance can be given during the meeting, then the meeting shall be deemed to have been automatically continued for a period of 48 hours unless other written notice is provided.

EQUAL EMPLOYMENT OPPORTUNITY

The City of Durango is committed to maintaining a work environment free of unlawful harassment. Members of city boards and commissions are expected to understand and follow the equal opportunity policies of the City. The City of Durango prohibits unlawful harassment because of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, sexual orientation or any other status protected under applicable federal, state or local law.

The City of Durango strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

Submission to such conduct is made explicitly or implicitly a term or condition of employment

Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment

Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Members of any city appointed board or commission should report violations of this policy to the Human Resources Director for the City of Durango, who shall be authorized to investigate if warranted. City staff should follow the City of Durango Personnel Regulations.

The City of Durango prohibits retaliation against anyone for filing a complaint under this policy or for assisting in a complaint investigation.

Should an investigation determine that a violation of this policy has occurred involving a member of a board or commission, the City Manager and City Attorney will communicate the findings of the investigation to the City Council. The City Council will consider a full range of disciplinary actions to resolve the situation.

CODE OF CONDUCT/ ETHICS POLICY

It is the intent of the City that Officers, Appointed Board and Commission Members, Employees, Volunteers, and Independent Contractors adhere to high levels of ethical conduct to assure that the public has confidence in the integrity of all aspects of City government and the City Officials that exercise discretionary powers. This code is intended to uphold the public trust in the persons in positions of public responsibility who are acting benefit of the public. Officers, Officials, Employees, Volunteers, and Independent Contractors shall comply with both the letter and the spirit of the ethics code and strive to avoid situations that create impropriety or the appearance of impropriety. The Code defines and discourages certain actions that may create impropriety or the appearance of impropriety that undermine public trust in the accountability and loyalty of elected and appointed public officials and employees.

The City shall be guided by the principle of non-partisanship: all actions, decisions, and votes shall be made in the best interest of the public, on their merits, objectively and without regard to political party, or regional or ideological partisanship.

Purpose:

Promote public confidence in the integrity of City Officials;

State principles of conduct and ethics that are to be applied in public service;

Identify standards of ethical conduct for City Officials and Public Employees;

Inform the public of the standards to which their City Officials are expected to adhere;

Help motivate City Officials and Public Employees to pursue productive conduct and ethical ideals that exceed minimum standards;

Provide a process by which City Officials and the public may identify and resolve conduct and ethical issues; and

Establish penalties, when appropriate, for City Officials who violate the public trust.

Definitions:

Board or Commission shall mean a voluntary body, appointed by City Council that is established pursuant to state law or City ordinance or resolution.

Board of ethics means a five (5) member board comprised of five (5) at large community members who are appointed by City Council. A minimum of three city residents shall serve on the board. During the time of an investigation, the Board of Ethics shall not include any person, either as a voting member or staff liaison, who is being investigated by the Board of Ethics.

Code of Conduct

The City of Durango Code of Conduct Represents a reasonable policy for guiding the conduct of City Officials and defining acceptable conduct in dealing with each other and individuals who are outside City government. The City Council believes the Code of Conduct should be adhered to by all City Officials to provide a productive, effective and respectful atmosphere. Nothing in this subsection shall limit the authority of the City Manager to investigate the conduct of and discipline employees.

Code of Conduct for City Officials. In Conducting the City's business, City officers and Officials shall:

Strive at all times to serve the best interests of the City regardless of his or her personal interests;

Perform duties with honesty, diligence, professionalism, impartiality and integrity;

Be prepared for each meeting; listen and interact respectfully;

Focus on the issue being discussed;

Keep language and decorum of City Officials on a professional level;

Seek common ground before disagreements and differences;

Refrain from personally attacking other City Officials or residents whether in writing or speech, this includes inflammatory or defaming language against any person or their person;

Once a decision is made, move on to the next issue;

Listen respectfully to opinions of others before offering a counterpoint; avoid making rash judgments;

Assume the best intention of others;

Speak for yourself not for others, and base your comments and decisions on your best judgment;

Attend all meetings, unless given excused absence prior to meeting;

Accurately represent known facts in an issue involving City business;

Vote on all matters before the governing or advisory board, except when recusal is required in matters where a Conflict of Interest exists and as provided in other sections of this Code. In all instances, an Elected Official or a Board and Commission Member shall state his or her reasons for abstaining;

Avoid appearances of impropriety or conflict by virtue of current or past relationships. Disclose any current or prior relationships that would have constituted an interest within three years of the matter pending before the Board or Commission.

In conducting the City's business, City Officers shall:

Act within the boundaries of their authority as defined by the City Charter and Code;

Honor the chain of command; refrain from directing subordinate personnel; coordinate communication with staff through the City Manager's Office; direct correspondence with staff shall remain at the department head level and above;

As appropriate, speak to each other, not to the audience;

Speak with one voice once a decision is made and when providing direction to staff.

Follow the Code of Ethics

The City recognizes that ethical issues may arise in the course of public service. It is the intent of this Code of Ethics:

To clarify the actions that are allowed and those that constitute a breach of public trust, specifically relating to the use of public office for private gain, gifts, conflict of interest, improper use of confidential information or records, and other ethics matters not consistent with existing policies or the City Charter;

To establish guidelines and principles to help City Officials, employees, volunteers and independent contractors determine if their actions may cause an appearance of impropriety that will undermine the public's trust in local government;

To establish a Board of Ethics empowered to issue advisory opinions so that City Officials may seek guidance about ethical issues relevant to their service;

To establish a system that allows citizens to report a possible wrongdoing and seek enforcement so that any breach of the public trust may be discovered and dealt with appropriately;

To outline a process that provides equal protection for the complainant and the subject of the inquiry; and

To outline a process for penalizing Officers and Officials who violate the provisions of this code.

Mandatory standards of ethical conduct:

The following requirements shall constitute the Durango Code of Ethics, establishing reasonable standards for the ethical conduct of City Officials, Public Employees, and representatives of the City. Failure to abide by these standards shall be deemed a violation of the Code of Ethics and

shall subject the City Official, Public Employee, or representative of the City to an investigation by the Board of Ethics and discipline by the City Council (in issues involving City Officials), and the City Manager (in issues involving Employees, Independent Contractors, and Volunteers). Violations may also constitute a violation of state law. It is a violation of the Code of Ethics for any City Official, Public Employee, or representative of the City to:

Disclose Confidential Information

Accept Gifts of Substantial Value

Engaging in Financial Transactions Benefiting Business Interests

Conflict of Interest: City Officials shall not appear before the City Council or any Board/Commission on which or over which the City Official presides or has supervisory responsibilities, except in the City Official's representation of the City.

Other Violations:

Crimes

Discrimination

Harassment

Retaliation

Outside Employment

Personal Benefit

Unauthorized use of name, position, or logo

Unauthorized use of Vehicles and Equipment

Special Consideration

Vote Trading

Appearance by Former City Officials

Lack of Respect

Nepotism

For more information, visit www.DurangoGov.org/Ethics



AGENDA DOCUMENTATION
Item 8.4.2

Meeting Date: October 17, 2023

TO: DURANGO CITY COUNCIL FROM: DEVON SCHMIDT, CHIEF FINANCIAL OFFICER

SUBJECT: REQUEST FOR A PUBLIC HEARING FOR THE CITY MANAGER’S 2024 PROPOSED BUDGET

PURPOSE/BACKGROUND

This is a request for a public hearing to consider the 2024 City Managers Proposed Budget.

Said public hearing is to consider the City Manager’s 2024 proposed budget. State statutes require that the budget hearing process must also address the proposed uses of the Highway User Tax Fund (HUTF) distributions. The proposed budget is available for inspection by the public at a City Hall 949 E. 2nd Avenue, and online at <https://durangogov.org/Budget>

FISCAL IMPACT

No fiscal impact associated with the public hearing

APPLICABILITY TO STRATEGIC PLAN GOALS

This item applies to the Financial Excellence and High Performing Government

RECOMMENDATION

It is the recommendation that the City Council, by motion approve the request for the public hearing.

Item 8.4.3

TO: DURANGO CITY COUNCIL

PADRAIC INGLE, POLICE

RECOMMENDATION:

BACKGROUND SUMMARY:

In the past five years, 2017 – 2021, the Durango Police Department has averaged 38.6 injury crashes per year. In 2021, the injury accident total reached 50, which was a five year high for injury crashes. The Durango Police Department aims to reduce the number of serious injuries in traffic crashes.

The Durango Police Department recognizes that the most important countermeasure is our educational efforts with our community. The Durango Police Department saw a high with 50 injury related crashes in 2021. We have experienced successes with educational campaigns on other grants such as Colorado Department of Transportation (CDOT) High Visibility Enforcement (HVE) and the Law Enforcement Assistance Fund (LEAF) grants and look to emulate prior success with the Speed and Distracted Driving Grant.

STRATEGIC PLAN ALIGNMENT:

Enhanced Livability & Sense of Place

ALTERNATIVE OPTIONS CONSIDERED:

The Durango Police Department has explored several various grants and believes the Speed and Distracted Driving grant will best fit our needs. Most notably, previous success with other Colorado Department of Transportation (CDOT) grants such as the High Visibility Enforcement (HVE) and the Law Enforcement Assistance Fund (LEAF) grants.

FISCAL IMPACT:

There is no fiscal impact and no local match responsibility for the City. This appropriation request will increase the Grants Fund budget by \$23,037.68 by allocating the revenue to account 18-1000-63349-1239 for expenses associated with account 18-4210-26999-1239

POTENTIAL ADVERSE IMPACTS:

None known.

NEXT STEPS AND TIMELINE:

Once the funds have been appropriated by Council City Staff with move forward with the procurement process for this project.

RESOLUTION NO. R-2023-_____

A RESOLUTION ACCEPTING FUNDING FOR THE COLORADO DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY OFFICE, SPEED AND DISTRACTED DRIVING GRANT PROGRAM FOR THE DURANGO POLICE DEPARTMENT IN EXCESS OF THE AMOUNTS BUDGETED IN THE 2023 BUDGET

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, the City of Durango Police Department has been notified of a grant from the Department of Transportation, Highway Safety Office for the Speed and Distracted Driving Grant Program. And the Durango Police Department has requested an appropriation to the Grants Fund for the City of Durango Speed and Distracted Driving grant;

WHEREAS, there exists \$23,037.68 in grant revenue to be received from the Department of Transportation, Highway Safety Office for the Speed and Distracted Driving Grant Program;

RESOLVED, that the City Council of the City of Durango, in regular meeting assembled, that:

Section 1: The sum of \$23,037.68 is hereby appropriated as grant revenue in the Grants Fund by allocating the revenue and expenses to the accounts listed below.

Account Number	Project Number	Account Description	Budget Increase/(Decrease)
Revenues	1239		
18-1000-63349-1239		State Grants	\$23,037.68
Expenditures			
18-4210-26999-1239	1239	Other Supplies	\$23,037.68
Net Effect on Fund Balance			\$0

Approved and adopted this 17th Day of October 2023.

CITY OF DURANGO COLORADO

by _____
Mayor
CITY OF DURANGO, CO

ATTEST:

City Clerk



COLORADO

Department of Transportation

Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

NOTICE TO PROCEED

Agency Name: Durango Police Department

Agency's UEI #: HD9AHTKKNBN8

Grantee's Address: 990 E. 2nd Avenue, Durango, CO 81301

Status: Active Expiration Date: 06/14/2024

Agency Project Manager: Sgt. P. Ingle

Project Description: Police Traffic Services

WBS #: 24nhtsa402.0211

Federal Award Identification # (FAIN) FY22: 69A37522300004020CO0

Federal Funding Estimated Amount: \$1,029,893

Federal Award Identification # (FAIN) FY22: 69A3752230SUP4020CO0

Federal Funding Estimated Amount: \$357,700

Federal Award Identification # (FAIN) FY23: 69A37523300004020CO0

Federal Funding Estimated Amount: \$6,506,161

Federal Award Identification # (FAIN) FY23: 69A3752330SUP4020CO0

Federal Funding Estimated Amount: \$362,435

Award Date: September 15, 2023

Assistance Listing (CFDA)# and Name: 20.600 Section 402 - State and Community Highway Safety

Federal Awarding Agency: US Department of Transportation (National Highway Traffic Safety Administration (NHTSA)/Federal Regional Contact: Gina Espinosa-Salcedo)

Your Agency's approved Budget Amount: \$23,037.68

Indirect Cost Rate: N/A

Match or cost sharing amount: N/A

Research and Development Award: No



Period of Performance start and end dates: 10/1/23-9/30/24

Budget Period start and end dates: 10/1/23-9/30/24

Dear Sgt. Ingle,

I am pleased to inform you that the Purchase Order # 411035625 between CDOT, Office of Transportation Safety (OTS) and City of Durango has been completed in the amount of \$23,037.68. These funds are encumbered & obligated to your program, effective October 1, 2023 through September 30, 2024.

An electronic copy of the Purchase Order is being emailed to you. If during the course of this grant year you find a need for a modification of your funded dollars or program activities, please contact me for a grant modification form. When submitted it will be reviewed; CDOT's decision will be returned in 10 days.

Please review the attached Award Notification containing General Terms & Conditions associated with receiving Federal dollars, which is attached with this mailing.

Please let me know if you have questions.

Regards,

Jim Bath

Jim Bath

CDOT/Highway Safety Office

Date: 09/18/2023



Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 06/23/2023



Purchase Order
State of Colorado

Buyer: David Musgrave
Phone Number: 303-757-9861
Agency Contact: Lisa Totman
Phone Number: 303-512-5003

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

PO# 411035625
Award#:
BID#:



Page# 1 of 1

Vendor Master#: 2000020
Phone:
Vendor Contact:

V
E CITY OF DURANGO
N 990 EAST 2ND AVENUE
D DURANGO CO 81301
O
R

Invoice
TO: CDOT OFFICE OF TRANSP. SAFETY
2829 W. Howard Place
DENVER CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W Howard Pl
Denver CO 80204

Delivery/Installation Date: 09/30/2024

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	92585 OTS Grant - FFY24 Durango PD PTS	AU 7001	23,037.68	1.00	23,037.68

I agree to comply with the statements made and contained under the title Certification and Assurances in the Office of Transportation Safety approved application. No expenditures against this project will be paid prior to October 2023 or the PO effective date, whichever is later.

The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:
https://drive.google.com/file/d/1yuG_ONneXUAPiMPuOqDq_WGZJlOPqf6Y/view

DOCUMENT TOTAL: 23,037.68

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
<https://docs.google.com/document/d/163tsdL-HL3aALGtSuB8n37nDs0jVdr1k/edit?usp=sharing&oid=115488077715681115005&rtfpof=true&sd=true>
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Notices

Federal Register
Vol. 79, No. 226
Monday, November 24, 2014

This section of the FEDERAL REGISTER contains documents other than rules or proposed rules that are applicable to the public. Notices of hearings and investigations, committee meetings, agency decisions and rulings, delegations of authority, filing of petitions and applications and agency statements of organization and functions are examples of documents appearing in this section.

Revised by:
Colorado Department of Transportation (CDOT)
Office of Transportation Safety (OTS)
Highway Safety Office (HSO)
[Original Docket No. 110142014 – 1111- 01]

CDOT Pre-Award Notification Requirements for Grant Agreements

AGENCY: Colorado Department of Transportation – Office of Transportation Safety – Highway Safety Office

ACTION: Notice.

SUMMARY: This notice constitutes a compilation of CDOT's pre-award requirements for grant awards, purchase orders, and contracts, including all amendments and revisions to date.

DATES: These provisions are effective November 24, 2014.

FOR FURTHER INFORMATION, CONTACT: CDOT, OTS, HSO Director: 303-757-9465

SUPPLEMENTARY INFORMATION:

CDOT is authorized to award Formula and Project grants under the FAST Act, Moving Ahead for Progress in the 21st Century (P.L. 112-141), Title I- Motor Vehicle and Highway Safety Improvement Act of 2012, Section 31105 23 U.S.C 402. Formula and Project grant funds may be used for problems identified within the nine national priority program areas of Alcohol and other Drug Countermeasures, Police Traffic Services, Occupant Protection, Traffic Records, Emergency Medical Services, Motorcycle Safety, Pedestrian/Bicycle Safety, Speed Control and Roadway Safety. Other program areas identified by a State as constituting a highway safety problem in that State, e.g., pupil transportation safety programs, may be eligible for Federal funding, as encompassing a major highway safety problem in the State and for which effective countermeasures have been identified. The law provides that at least 40 percent of these Federal funds apportioned to a State for any fiscal year will be expended by the political subdivisions of such State. The law provides that at least 40 percent of these Federal funds

apportioned to a State for any fiscal year will be expended by the political subdivisions of such State.

It is the policy of CDOT to seek full and open competition for awards of Formula and Project Grants funds whenever possible. Moreover, CDOT Formula and Project Grants awards are made through a competitive review and selection process, unless otherwise directed by statute. Notices announcing the availability of Federal funds for new awards for each CDOT competitive Formula and Projects Grants program will be posted on www.CDOT.gov. Announcements will reference or include CDOT Pre-Award Notification Requirements identified in Section A. and B. of this notice, and the program-specific information identified in Section C. of this notice.

This announcement provides notice of CDOT Pre-Award Notification Requirements that apply to all CDOT – sponsored grant programs, and that may supplement those program announcements that reference this notice. Some of the general provisions published herein contain, by reference or substance, a summary of the pertinent Federal statutes or regulations, Executive Orders (E.O.), Office of Management and Budget (OMB) Circulars, or OMB Assurances (e.g. Standard Forms SF-424B and SF-424D).

This notice is not intended to be a derogation of, or amend, any statute, regulation, Executive Order, OMB Circular, or OMB Assurance. Each individual award notice will complete and include the relevant analyses pursuant to the requirements in Executive Order 12866, Executive Order 13132, the Administrative Procedure Act, the Regulatory Flexibility Act, and the Paperwork Reduction Act, as applicable.

A. The following pre-award notice provisions apply to all applicants for and recipients of CDOT grants:

- 1. Federal Policies and Procedures.** Applicants, non-Federal entities (also referred to as “recipients”) and subrecipients are subject to all Federal laws and CDOT policies, regulations, and procedures applicable to recipients of Federal financial assistance.
- 2. Debarment, Suspension, Drug-Free Workplace and Lobbying Provisions.** The non-Federal entity must comply with the provisions of Subpart C of 2 CFR part 1326, “Nonprocurement Debarment and Suspension” (published in the **Federal Register** on December 21, 2006, 71 FR 76573), and the provisions of 31 U.S.C. 1352, 2 CFR 200.450, as well as the common rule, “**New Restrictions on Lobbying**” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget, “Government wide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996). Sub recipients are subject to all statutory requirements for **whistleblower protections** at 10 U.S.C. 2409.41 U.S.C. 4712 and 10 U.S.C. 2324.41 U.S.C. 43040 and 4310.
- 3. Pre-Award Screening of Applicant’s and Recipient’s Management Capabilities, Financial Condition, and Present Responsibility.** it is the policy of CDOT to make awards to applicants and recipients that are competently managed, responsible, financially capable and committed to achieving the objectives of

the award(s) they receive. Therefore, pre-award screening may include, but is not limited to, the following reviews:

- a. **Past Performance.** Unsatisfactory performance under prior Federal awards may result in an application not being considered for funding.
- b. **Credit Checks.** A credit check may be performed on individuals, for-profit and non-profit organizations.
- c. **Delinquent Federal Debts.** No Award of Federal Funds shall be made to an applicant that has an outstanding delinquent Federal debt until:
 - 1. The delinquent account is paid in full;
 - 2. A negotiated repayment schedule is established and at least one payment is received; or
 - 3. Other arrangements satisfactory to CDOT are made.

Pursuant to 31 U.S.C. 3720B and 31 CFR 901.6, unless waived, CDOT is not permitted to extend Formula and Project Grants in the form of a loan, loan grantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans. Pursuant to 28 U.S.C. 3201e, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan which is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal government in any program, except funds directly from the Federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied. CDOT may promulgate regulations to allow for waiver of this restriction on eligibility for such grants.

- d. **List of Parties Excluded from Procurement and Non-Procurement Programs.** The System for Award Management (SAM) (previously this information was located within the Excluded Parties Listing System), maintained by the General Services Administration (GSA) is available at <https://www.sam.gov>. SAM encompasses the capabilities of the Central Contractor Registration (CCR)/ Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS), among other Federal databases, and will be checked by CDOT to ensure that an applicant is properly registered and eligible to receive a CDOT Formula and Project Grants award.
 - e. **Pre-Award Accounting System Surveys.** CDOT Grants Office may require a pre-award survey of the applicant's financial management system in cases where the recommended applicant has had no prior Federal support, the operating unit has reason to question whether the financial management system meets Federal financial management standards, or the applicant is being considered for a high-risk designation.
 - f. **Other.** CDOT may conduct additional pre-award screenings in accordance with new public laws of administrative directives.
4. **No Obligation for Future Funding.** If CDOT obligates funding for an applicant's project, CDOT has no obligation to provide any additional future funding in connection

with that award. Any amendment of an award to increase funding or to extend the period of performance is at the total discretion of CDOT.

5. **Pre-Award Activities.** If an applicant incurs any costs prior to receiving an award, it does so solely at its own risk of not being reimbursed by the Government. Notwithstanding any verbal or written assurance that may have been received, there is no obligation on the part of CDOT to cover pre-award costs unless approved by the Grants Officer as part of the terms of the award, or as authorized for awards that meet the requirements outlined in any CDOT implementing regulations promulgated pursuant to its authority.
6. **Freedom of Information Act (FOIA) Disclosure.** The FOIA (5 U.S.C. 552) and any CDOT implementing regulations promulgated pursuant to its authority sets forth the process and procedure CDOT follows to make requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications, proposals, and other information submitted by applicants may be released in response to FOIA requests. Applicants and recipients should designate by appropriate markings, either at the time of submission or at a reasonable time thereafter, any portions of its submissions that it considers protected from disclosure under 5 U.S.C. 552(b)(4). In addition, Federal contractors may assist with program implementation and have access to materials applicants and recipients submit. 2 CFR 200.302 requires that all records be retained for a minimum of 3-years after the end of the program.
7. **False Statements.** A false statement on an application is grounds for denial or termination of an award, and/or possible punishment by a fine or imprisonment as provided in 18 U.S.C. 1001.
8. **Application Forms.** Unless a notice announcing the availability of funding states otherwise, the following forms, family of forms, and/or certifications are required, as applicable, for CDOT Formulas and Project Grants: Application for Federal Funds, Budget Information – Non-Construction Programs; Certifications and Assurances-Non-Construction Programs; CDOT certifications regarding lobbying, lobbying and lower-tier covered transactions promulgated pursuant to its authority; and SF-LLL, “Disclosure of Lobbying Activities”, will be used as appropriate.
9. **Environmental Compliance.** Applicants and recipients (including subrecipients) of grants and cooperative agreements subject to this notice must comply with all applicable environmental laws, regulations, and policies. Additionally, applicants and recipients may be required to assist CDOT in complying with laws, regulations, and policies applicable to CDOT actions. Laws, regulations, and policies potentially applicable to CDOT actions and/or applicants and recipients may include but are not limited to the statutes and Executive Orders listed below. CDOT does not make independent determinations of compliance with laws such as the **Clean Water Act**. Rather, CDOT may require an applicant or recipient to provide information to CDOT to demonstrate that the applicant or recipient has complied with or will comply with such requirements. The failure to comply with or assist CDOT in complying with applicable environmental requirements may be a basis for not selecting an application. In some cases, if additional information is required after an application is selected, funds can be withheld by the Grants Officer under a special award condition requiring the applicant to submit

additional information sufficient to enable CDOT to make an assessment regarding compliance with applicable environmental laws, regulations, or policies.

- a. The National Environmental Policy Act (42 U.S.C. 4321 et seq.). CDOT approval of Formula and Project Grants awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, applicants and recipients of Formula and Project Grants awards may be required to assist CDOT in complying with NEPA. For example, applicants may be required to assist CDOT by providing information on a proposal's potential environmental impacts or drafting or supplementing an environmental assessment or environmental impact statement if CDOT determines such documentation is required. Independent of the CDOT's responsibility to comply with NEPA, where appropriate, projects or programs funded by CDOT may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit:

1. **The Endangered Species Act** (16 U.S.C. 1531 et seq.).
2. **Clean Water Act Section 404** (33 U.S.C. 1344 et seq.). CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports).
3. **Clean Air Act** (42 U.S.C. 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Applicants and recipients must comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.), Clean Water Act (33 U.S.C. 1251 et seq.), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM located at <https://www.sam.gov>) in performing any award that is nonexempt under subpart J of 2 CFR part 1532.
4. **Executive Order 12898** ("Environmental Justice in Minority Populations and Low-Income Populations"). This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with Executive Order 12898, applicants and recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

10. Limitation of Liability. In no event will CDOT be responsible for proposal preparation costs if a program fails to receive funding or is cancelled because of other agency priorities. The publication of an announcement of funding availability does not oblige CDOT to award any specific project or to obligate any available funds.

B. The following general provisions will apply to all CDOT grant awards:

1. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.** The uniform administrative requirements, cost principles, and audit requirements, and record retention for all CDOT grants and cooperative agreements are codified at 2 CFR part 200.
2. **Reporting.** Monthly a reimbursement claim form is required even if costs for the month is zero. Quarterly an evaluation and program status report is due the 20th day of the month following the end of each quarter. Annually a final and annual report will be due by November 15 of each year recounting program success and complications if applicable. Annually the Colorado State Fiscal yearend is June 30. All subrecipients will be required to submit on or before the notified date their estimate of any/all outstanding work completed and not paid up to the 30th of June.
3. **Award Payments.** CDOT funds grants on a “cost reimbursement” basis only. CDOT will not make payments in advance or in anticipation of goods or services. These funds cannot be used to supplant (replace) dollars that would, in the absence of these federal funds, be made available for the proposed project; however, they may enhance or expand an existing program funded from other sources. CDOT uses the Department of the Transportation’s SAP accounting system for payments. The funding agency must be provided a Point of Contact name, mailing address, email address, telephone number, Data Universal Number System (DUNS) identifier issued by the commercial company Dun & Bradstreet (D&B), and taxpayer identification number (TIN) to commence the enrollment process. In order to be able to complete the Vendor Number assignment process, the recipient will need to identify a Head of Organization, an Authorizing Official, and a Financial Officer. It is very important that the recipient’s banking data be linked to the funding agency’s Agency Location Code in order to ensure proper payment for EFT remittance under any award. For additional information on this requirement, prospective applicants should contact CDOT.
4. **Federal and Non-Federal Cost Sharing.** Awards that include Federal and non-Federal cost sharing will incorporate a budget consisting of administrative costs of subrecipients. All sub recipient costs are subject to the cost principles in Federal law and policies on grants. *See* 31 CFR 34.204(a), Treasury’s regulations implementing the limitation set forth in 33 U.S.C.1321(t)(1)(ii)(IX). *See also* 31 CFR 34.2.
5. **Definitions – Administrative Costs. Indirect Costs, Facilities and Administrative Costs.**
 - a. Indirect (facilities and administrative (F&A) costs will not be allowable charges against an award unless permitted under subawards and specifically included as a line item in the award’s approved budget.)
 - b. Excess indirect costs may not be used to offset unallowable direct costs.
 - c. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with grantees in common areas. The cognizant agency reviews and approves a recipient’s indirect cost rate. Approved rates must be accepted by other agencies, unless specific program regulations restrict the recovery of indirect costs. If indirect costs are permitted and the recipient would like to include indirect costs in its budget, but the recipient has not previously established an indirect cost rate with a Federal agency, the negotiation and approval of a rate will be subject to the procedures in the applicable cost principles.

- d. For those organizations for which CDOT has oversight, CDOT or its designee will either negotiate a fixed rate with carry-forward provisions or, in some instances, limit its review to evaluating the procedures described in the recipient's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs. For general guidance on how to put an indirect cost plan together go to: <http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm>. The recipient shall provide the Grants Officer with a copy of the transmittal letter. Within 90 days of the award date, the recipient shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review:

**Colorado Department of Transportation
CDOT Highway Safety Office
2829 W Howard Place
Denver, CO 80204**

- e. The recipient can use the fixed rate proposed in the indirect cost plan until such time as CDOT provides a response to the submitted plan. Actual indirect costs must be calculated annually, and adjustments made through the carry-forward provision used in calculating next year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each recipient's fiscal year.
- f. CDOT is not the oversight or cognizant Federal agency, the recipient shall provide the Grants Officer with a copy of a negotiated rate agreement, or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.
- g. If the recipient fails to submit the required documentation to CDOT within 90 days of the award date, the recipient may be precluded from recovering any indirect costs under the award. If CDOT, oversight, or cognizant Federal agency determines there is good cause to excuse the recipient's delay in submitting the documentation, an extension of the 90- day due date may be approved by the Grants Officer.
- h. The maximum dollar amount of allocable indirect costs for which CDOT will reimburse the recipient shall be the lesser of the line item amount for the Federal share of indirect costs contained in the approved budget of the award, or the Federal share of the total allocable indirect costs of the award based on the indirect cost rate approved by an oversight or cognizant Federal agency and applicable to the period in which the cost was occurred, provided the rate is approved on or before the award end date.
- i. Administrative costs may include costs for general management functions, general ledger accounting, budgeting, human resource services, general procurement services, and general legal services. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to: (1) Facilities; (2) Eligible projects, programs, or planning activities; or (3)

Activities relating to grant applications, awards, audit requirements, or post-award management, including payments and collections.

6. **Tax Refunds.** Refunds of Federal Insurance Contributions Act (FICA) or Federal Unemployment Tax Act (FUTA) taxes received by the non-Federal entity during or after the project period must be refunded or credited to CDOT where the benefits were financed with Federal funds under the award. The non-Federal entity agrees to contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity further agrees to refund portions of FICA/FUTA taxes determined to belong to the Federal government, including refunds received after the project period ends.
7. **Other Federal Awards with Similar Programmatic Activities.** Recipients will be required to provide written notification to the Federal Program Officer and the Grants Officer in the event that, subsequent to receipt of CDOT award, other financial assistance is received to support or fund any portion of the scope of work incorporated into CDOT award. CDOT will not pay for costs that are funded by other sources.
8. **Non-Compliance with Award Provisions.** Failure to comply with any or all of the provisions of an award, or the requirements of this notice, may have a negative impact on future funding by CDOT and may be considered grounds for any or all of the following enforcement actions: establishment of an account receivable, withholding payments under any CDOT awards to the recipient, changing the method of payment from advance to reimbursement only, or the imposition of other special award conditions, suspension of any CDOT active awards, or termination of any CDOT active awards.
9. **Prohibition Against Assignment by the Non-Federal Entity.** The non-Federal entity shall not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of the Grants Officer.
10. **Non-Discrimination Requirements.** There are several Federal statutes, regulations, Executive Orders, and policies relating to non-discrimination. No person in the United States shall, on the grounds of race, color, national origin, handicap, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. These requirements include but are not limited to:
 - a. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*)** and any CDOT implementing regulations promulgated pursuant to its authority prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
 - b. **Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*)** and any CDOT implementing regulations promulgated pursuant to its authority prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
 - c. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)** and any CDOT implementing regulations promulgated pursuant to its authority prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance. The U.S. Department of Justice issued regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 CFR part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III

of the ADA (28 CFR part 36; 75 FR 56164, as amended by 76 FR 13286). These regulations adopt enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). CDOT deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects.

- d. **The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*)** and any CDOT implementing regulations promulgated pursuant to its authority prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - e. **The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*)** prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
 - f. **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*)**, relating to nondiscrimination in the sale, rental or financing of housing;
 - g. **Parts II and III of Executive Order 11246**, as amended by Executive Orders 11375 and 12086 requiring Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that Executive Order and the Department of Labor’s regulations at 41 CFR 60–1.4(b) implementing Executive Order 11246;
 - h. **Executive Order 13166 (August 11, 2000)**, “Improving Access to Services for Persons With Limited English Proficiency,” requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them; and
 - i. **Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*)**, recognizing the constitutionally- protected interest of religious organizations in making religiously- motivated employment decisions, religious organizations are expressly exempt from the prohibition against discrimination on the basis of religion.
- 11. Inspector General Act of 1978**, as amended (5 U.S.C. App. 3, § 1 *et seq.*) and Single Audit Act Amendments of 1996 (as implemented by 2 CFR part 200, subpart F, “Audit Requirements.”), non-Federal entities that are subject to the provisions of 2 CFR part 200, subpart F and that expend \$750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR part 200, subpart F. When CDOT does not have a program- specific audit guide available for the program, the auditee and auditor must have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit and should refer to 2 CFR 200.507. The grant recipient may include a line item in the budget for the cost of the audit to be approved by the Grants Officer.
- 12. Policies and Procedures for Resolution of Audit-Related Debts.** CDOT will establish policies and procedures for handling the resolution and reconsideration of Formula and Project Grants audits which have resulted in, or may result in, the establishment of a debt (account receivable) for Formula and Project Grants awards. The policies and procedures

are consistent with the provisions of 2 CFR part 200, subpart F, and are provided in more detail in CDOT Formula and Project Grants Standard Terms and Conditions.

13. **Debts.** The non-Federal entity must promptly pay any debts determined to be owed the Federal government. CDOT debt collection procedures are set out in 2 CFR part 200, subpart D. In accordance with 2 CFR 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 CFR 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties, and administrative costs in accordance with the provisions of 31 U.S.C. 3717 and 31 CFR parts 900 through 999. CDOT will transfer any debt that is more than 180 days delinquent to the Financial Management Service for debt collection services, a process known as “cross- servicing,” pursuant 31 U.S.C. 3711(g), 31 CFR 285.12 and any CDOT regulations and policies promulgated pursuant to its authority, and may result in CDOT taking further action as specified in the standard term and condition entitled “Non-Compliance With Award Provisions.” Funds for payment of a debt cannot come from other Federally sponsored programs. Verification that other Federal funds have not been used will be made (*e.g.* during on-site visits and audits). If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, CDOT may reduce the debt by following the procedures set forth in 2 CFR 200.345(a).
14. **Remedies for Non-Compliance.** If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award (including discovery of adverse information on a recipient or any key individual associated with a recipient which reflects significantly and adversely on the recipient’s responsibility), CDOT or pass-through entity may impose additional conditions, as described in 2 CFR 200.207. If CDOT or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, CDOT or pass-through entity may take one or more of the following actions:
 - a. Require the recipient to correct the conditions.
 - b. Consider the recipient to be “high risk” and unilaterally impose special award conditions to protect the Federal government’s interest.
 - c. Suspend or terminate an active award. The recipient will be afforded due process while effecting such actions.
 - d. Require the removal of personnel from association with the management of and/or implementation of the project and require Grants Officer approval of personnel replacements
 - e. Withhold further Federal awards for the project or program.
 - f. Take other remedies that may be legally available.
15. **Competition and Standards of Conduct.**
 - a. Pursuant to the certification in Form SF-424B, paragraph 3, non- Federal entities must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest, or personal gain in the administration of this award and any subawards.

- b. Non-Federal entities must comply with the requirements of 2 CFR 200.318 General procurement standards, including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - c. All subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 CFR 200.317 through 200.326, “Procurement Standards.” The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.
 - d. For purposes of the award, a financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It could also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.
16. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 CFR 200.321(b), to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- 17. Subaward and/or Contract to a Federal Agency.** The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of CDOT and/or other Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.
- 18. Foreign Travel.** Non-Federal entities must comply with the provisions of the Fly America Act (49 U.S.C. 40118) and the implementing Federal Travel Regulations (41 CFR 301–10.131 through 301–10.143). The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use

of U.S. flag carrier service will not accomplish the agency's mission. If a non-Federal entity anticipates using a foreign air carrier for any portion of travel under a CDOT Formula and Project Grants award, the recipient must receive prior approval from the Grants Officer.

19. **Purchase of American-Made Equipment and Products.** Non-federal entities are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under CDOT Formula and Project Grants awards.
20. **Intangible Property Rights.** Title to intangible property (as defined by 2 CFR 200.59 means property having no copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible)) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of CDOT. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
 - a. **Inventions.** The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
 - b. **Patent Notification Procedures.** Pursuant to Executive Order 12889, CDOT is required to notify the owner of any valid patent covering technology whenever CDOT or its Formula and Project Grants recipients, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the recipient uses or has used patented technology under this award without a license or permission from the owner, the recipient will be required to notify the Grants Officer. This notice does not necessarily mean that the government authorizes and consents to any copyright or patent infringement occurring under the Formula and Project Grants award.
 - c. **Data, Databases, and Software.** The rights to any work produced or purchased under a CDOT Formula and Project Grants award are determined by policies promulgated pursuant to its authority. Such works may include data, databases, or software. The recipient owns any work produced or purchased under a CDOT Formula and Project Grants award subject to CDOT's right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish or otherwise use the data for Federal government purposes.
 - d. **Copyright.** The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. CDOT reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

21. **Seat Belt Use.** Pursuant to Executive Order 13043, recipients shall seek to encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating recipient/company-owned, rented or personally owned vehicles.
22. **Research Involving Human Subjects.** All proposed research involving human subjects must be conducted in accordance with 15 CFR part 27, “Protection of Human Subject.” No research involving human subjects is permitted under any CDOT Formula and Project Grants award unless expressly authorized by the Grants Officer.
23. **Federal Employee Expenses.** Federal agencies are generally barred from accepting funds from a recipient to pay transportation, travel, or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the recipient’s provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee, may raise appropriation augmentation issues. In addition, CDOT policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants regardless of the source.
24. **Minority Serving Institutions (MSIs) Initiative.** Pursuant to Executive Orders 13555 (“White House Initiative on Educational Excellence for Hispanics”), 13270 (“Tribal Colleges and Universities”), and 13532 (“Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities”), CDOT encourages all applicants and recipients to include meaningful participation of MSIs as appropriate. Institutions eligible to be considered MSIs are listed on the Department of Education’s Web site.
25. **Access to Records.** CDOT, the Inspector General of the Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate, the State, shall have access to any pertinent books, documents, papers and records of the parties to a grant or cooperative agreement, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. An audit of an award may be conducted at any time.
26. **Research Misconduct.** CDOT adopts and applies to Formula and Project Grants awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). Recipient organizations that conduct extramural research funded by CDOT must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipient organizations also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and possible suspension or debarment. CDOT requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation.
27. **Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763).** Recipients must comply with this Act relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of the Office

of Personnel Management Standards for a Merit System of Personnel Administration (5 CFR part 900, subpart F).

- 28. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (42 U.S.C. 4601 *et seq.*) and CDOT implementing regulations promulgated pursuant to its authority. These provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 29. Lead-Based Paint Poisoning Prevent Act (42 U.S.C. 4801 *et seq.*)**. Non-Federal entities must comply with the Lead-Based Paint Poisoning Prevention Act which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
- 30. Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)**. Non-Federal entities must comply with the Hatch Act which limits the political activities of employees or officers of State or local governments whose principal employment activities are funded in whole or in part with Federal funds.
- 31. Labor Standards for Federally assisted construction sub-agreements (wage guarantees)**. Recipients must comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 3141–3148); the Copeland “Anti- Kickback” Act (40 U.S.C. 3145 and 18 U.S.C. 874); and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).
- 32. Care and Use of Live Vertebrate Animals**. Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966 (Pub. L. 89–544), as amended (7 U.S.C. 2131 *et seq.*) (Animal acquisition, transport, care, handling, and use in projects) and implementing regulations, 9 CFR parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. 1361 *et seq.*) (Taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any CDOT Formula and Project Grants award unless authorized by the Grants Officer.
- 33. Publications, Videos, and Acknowledgement of Sponsorship**. Publication of the results or findings in appropriate professional journals and production of videos or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally- funded projects (*e.g.*, scientific research). The recipient may be required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials to the funding agency. When releasing information related to a funded project the recipient must include a statement that the project or effort undertaken was or is sponsored by CDOT. The recipient is also responsible for assuring that every publication of material based on, developed under or otherwise produced under a CDOT award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved by the Grants Officer: “This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under

award [number] from CDOT. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of CDOT.”

34. **Homeland Security Presidential Directive.** If the performance of a grant award requires recipient organization personnel to have routine access to Federally controlled facilities and/or Federally controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, CDOT will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a Formula and Project Grants award shall comply with CDOT personal identity verification procedures that implement Homeland Security Presidential Directive -12, “Policy for a Common Identification Standard for Federal Employees and Contractors,” FIPS PUB 201, and OMB Memorandum M-05-24. The recipient shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient shall insert the following terms in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally controlled facility or routine access to a Federally controlled information system:
- a. The subrecipient or contractor shall comply with CDOT personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally- controlled information system.
 - b. The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by CDOT: (1) when no longer needed for subaward or contract performance; (2) upon completion of the subrecipient or contractor employee’s employment; (3) upon completion of the subaward or contract.
35. **The Trafficking Victims Protection Act of 2000** (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 CFR part 175. The Trafficking Victims Protection Act of 2000 authorizes termination of Formula and Project Grants provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. CDOT incorporates the award term required by 2 CFR 175.15(b) into all Formula and Project Grants awards. See <http://www.gpo.gov/fdsys/pkg/CFR-2014-Title2-vol1/pdf/CFR-2014-title2-vol1-part175.pdf> for the full award term.

36. The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282; codified at 31 U.S.C. 6101 note) (FFATA).

- a. The FFATA requires information on Federal awards (Federal Formula and Project Grants and expenditures) be made available to the public via a single, searchable Web site. This information is available at USASpending.gov. Recipients and subrecipients must include the following required data elements in their application:
 1. Name of entity receiving award;
 2. Award amount;
 3. Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title; (See Appendix A)
 4. Location of entity, primary location of performance (City/State/Congressional District/Country); and
 5. Unique identifier of entity. (EIN and DUNS)
- b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to \$25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in 2 CFR part 170. The prime recipient is required to file a FFATA subaward report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000. *See* Pub. L. 109–282, as amended by section 6202(a) of Pub. L. 110–252 (*see* 31 U.S.C. 6101 note). CDOT incorporates the award term required by Appendix A of 2 CFR part 170 into all Formula and Project Grants awards. *See* <http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part170.pdf> for the full award term and reporting requirements.
- c. System for Award Management (formerly “Central Contractor Registration (CCR)”) and Universal Identifier Requirements. Unless an exemption applies under 2 CFR 25.110, applicants for federal Formula and Project Grants awards must be registered in the System for Award Management (SAM)—which includes the former “Central Contractor Registration (CCR)” —prior to submitting an application for financial assistance,
- d. Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application under consideration by an agency and provide its DUNS number in each application it submits to the agency. For this purpose, CDOT incorporates the award term required by Appendix A of 2 CFR part 25 into all Formula and Project Grants awards. *See* <http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part25.pdf> for the full award term.

C. In Limited Circumstance (e.g., when required by statute), National Highway Safety Administration (NHTSA) will issue a Federal Register notice, in addition to a notice on www.grants.gov, announcing the availability of Federal funds for each CDOT competitive Formula and Project Grants program will be found on the CDOT web page WWW.CDOT.gov. Unless statute or regulation requires otherwise, such CDOT notices (Request for Application) will contain only the following program- specific information: Summary description of program; deadline date for receipt of applications; addresses for submission of applications; information contacts (including electronic access); the amount of

funding available; statutory authority; the applicable Catalog of Federal Domestic Assistance (CFDA) (See Appendix A) number(s); eligibility requirements; cost-sharing or matching requirements; Intergovernmental Review requirements; evaluation criteria used by the merit reviewers, as applicable; selection procedures, including funding priorities/selection Factors/policy factors to be applied by the selecting official; and administrative and national policy requirements; and information about how to access the full program notice at www.CDOT.gov.

D. When applicable , CDOT follows the uniform format for an announcement of Federal Funding Opportunity notice for discretionary grants and cooperative agreements established by OMB in a guidance published in the Federal Register on June 23, 2003, and revised on October 8, 2003 (see 68 FR 37370 and 68 FR 58146, respectively).

Announcements published by CDOT are available at www.CDOT.gov. Applicants are strongly encouraged and, in most cases, required to apply through www.CDOT.gov. Applicants should allow themselves adequate time to submit the proposal through CDOT.gov, as the deadline for submission generally cannot be extended and there is significant potential for human or computer error during the electronic submission process. The system may need time to process a submitted proposal. Applicants should save and print the proof of submission they receive from CDOT which may take several days to receive.

- 1. Administrative Procedure Act and Regulatory Flexibility Act.** Because notice and comment are not required under 5 U.S.C. 553, or any other law, for this notice relating to public property, loans, grants benefits or contracts (5 U.S.C. 553(a)), a Regulatory Flexibility Analysis is not required and has not been prepared for this notice.
- 2. Executive Order 13132 (Federalism).** It has been determined that this notice does not contain policies with Federalism implications as that term is defined in Executive Order 13132.
- 3. Paperwork Reduction Act.** This notice does not impose any new reporting or recordkeeping requirements under the Paperwork Reduction Act (PRA) (44 .S.C. 3501 *et seq.*). Notwithstanding any other provisions of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection-of-information, subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. The use of the following family of forms has been approved by OMB under the following control numbers: (1) SF-424 Family: 0348-0041, 0348-0044, 4040-0003, and 4040-0004; (2) SF-424 2-CFR 200 requires retention of ALL RECORDS for a minimum of 3-years after the end of the program. Other requirements apply if there are audit or litigation issues. Research and Related Family: 4040-0001; SF-424 Individual Family: 4040-0005; (3) SF-424 Mandatory Family: 4040-0002; and (4) SF-424 Short Organizational Family: 4040-0003. The use of Form SF-LLL is approved by OMB under the control numbers 0348-0046. The RESTORE CDOT may develop additional forms as necessary.
- 4. Catalog of Federal Domestic Assistance.** This notice affects all of the grant and cooperative agreement programs funded by CDOT. The Catalog of Federal Domestic Assistance can be accessed at beta.SAM.gov. (see Appendix A)

APPENDIX A

Assistance Listings Number (CFDA) and FAIN Information

CFDA#	FAST ACT Section Title
20.600	Section 402 - State and Community Highway Safety
20.616	Section 405(b) - Occupant Protection
20.616	Section 405(c) - State Traffic Safety Information System Improvements
20.616	Section 405(d) - Impaired Driving Countermeasures
20.608	Section 405(f) - Motorcyclist Safety
20.616	Section 405(h) - Nonmotorized Safety
20.616	Section 164 - Minimum Penalties for Repeat Offenders for Driving While Intoxicated

Grant Type	FAIN Number	Estimated funding (Colorado)
402 Funded Grants	69A37522300004020CO0	\$1,029,893
	69A3752230SUP4020CO0	\$357,700
	69A37523300004020CO0	\$6,506,161
	69A3752330SUP4020CO0	\$362,435
405B Funded Grants	69A3752230000405BCOL	\$45,301
	69A3752230SUP405BCOL	\$45,933
	69A3752330000405BCOL	\$723,452
	69A3752330SUP405BCOL	\$45,933
405C Funded Grants	69A3752030000405CCO0	\$328,682
	69A3752130000405CCO0	\$660,681
	69A3752230000405CCO0	\$811,258
	69A3752230SUP405CCO0	\$53,039
	69A3752330000405CCO0	\$802,778
	69A3752330SUP405CCO0	\$50,970
405D Funded Grants	69A3752230000405DCOM	\$463,829
	69A3752230SUP405DCOM	\$182,399
	69A3752330000405DCOM	\$2,859,619
	69A3752330SUP405DCOM	\$182,064
405F Funded Grants	69A3752330000405FCO1	\$44,442
	69A3752330SUP405FCO1	\$5,575

Grant Type	FAIN Number	Estimated funding (Colorado)
405H Funded Grants	69A3752130000405HCO0	\$155,017
	69A3752230000405HCO0	\$413,351
	69A3752230SUP405HCO0	\$27,024
	69A3752330000405HCO0	\$413,205
	69A3752330SUP405HCO0	\$26,235
164AL Funded Grants	69A37522300001640COA	\$874,393
	69A37523300001640COA	\$888,065

STATE CONTROLLER POLICY

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) Available Model Small Dollar Grant Awards. The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

2) Modifications of Model Small Dollar Grant Awards. A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) Small Dollar Grant Award Exhibits and References. All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

STATE CONTROLLER POLICY

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



Robert Jaros, CPA, MBA, JD
State Controller

STATE CONTROLLER POLICY

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (C.U.C.C.) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

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and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) **"State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; (g) **"State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) **"State Records"** means any and all State data, information, and records, regardless of physical form; (j) **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **"Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER POLICY

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

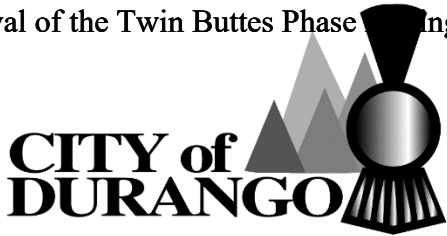
I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER POLICY

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



AGENDA DOCUMENTATION

Item 8.5.1

Meeting Date: October 17, 2023

TO: DURANGO CITY COUNCIL FROM: MARK WILLIAMS, PLANNER II
COMMUNITY DEVELOPMENT

SUBJECT APPROVAL OF THE TWIN BUTTES PHASE 1 FILING 4 FINAL
 PLAT (AEO)

RECOMMENDATION:

Approve the Twin Buttes Phase I Filing 4 Final Plat and authorize the mayor to sign the final plat mylar.

BACKGROUND SUMMARY:

Twin Buttes was originally approved in 2009 to be built in two phases, with multiple smaller filings in each phase. Phase 1 Filing 4 contains 29 single-family lots, seven common areas and two open space tracts. The design, density, and development plans align with the previously reviewed and approved Twin Buttes Phase 1 Preliminary Development Plan. The subdivision conforms with the Twin Buttes Development Agreement, is compatible with adjacent properties, and is served by adequate public facilities. The single-family lots will be sold to other parties before home construction by independent builders.

STRATEGIC PLAN ALIGNMENT:

The proposed use is in conformance with the Durango Strategic Plan’s Affordability and Economic Opportunity section: “Create housing to enhance multigenerational community workforce, as well as attainable and affordable housing overall.”

ALTERNATIVE OPTIONS CONSIDERED:

None contemplated.

FISCAL IMPACT:

The finalization of the plat will allow the sale of the lots and housing construction, which will generate development fees for the City and then property tax generation.

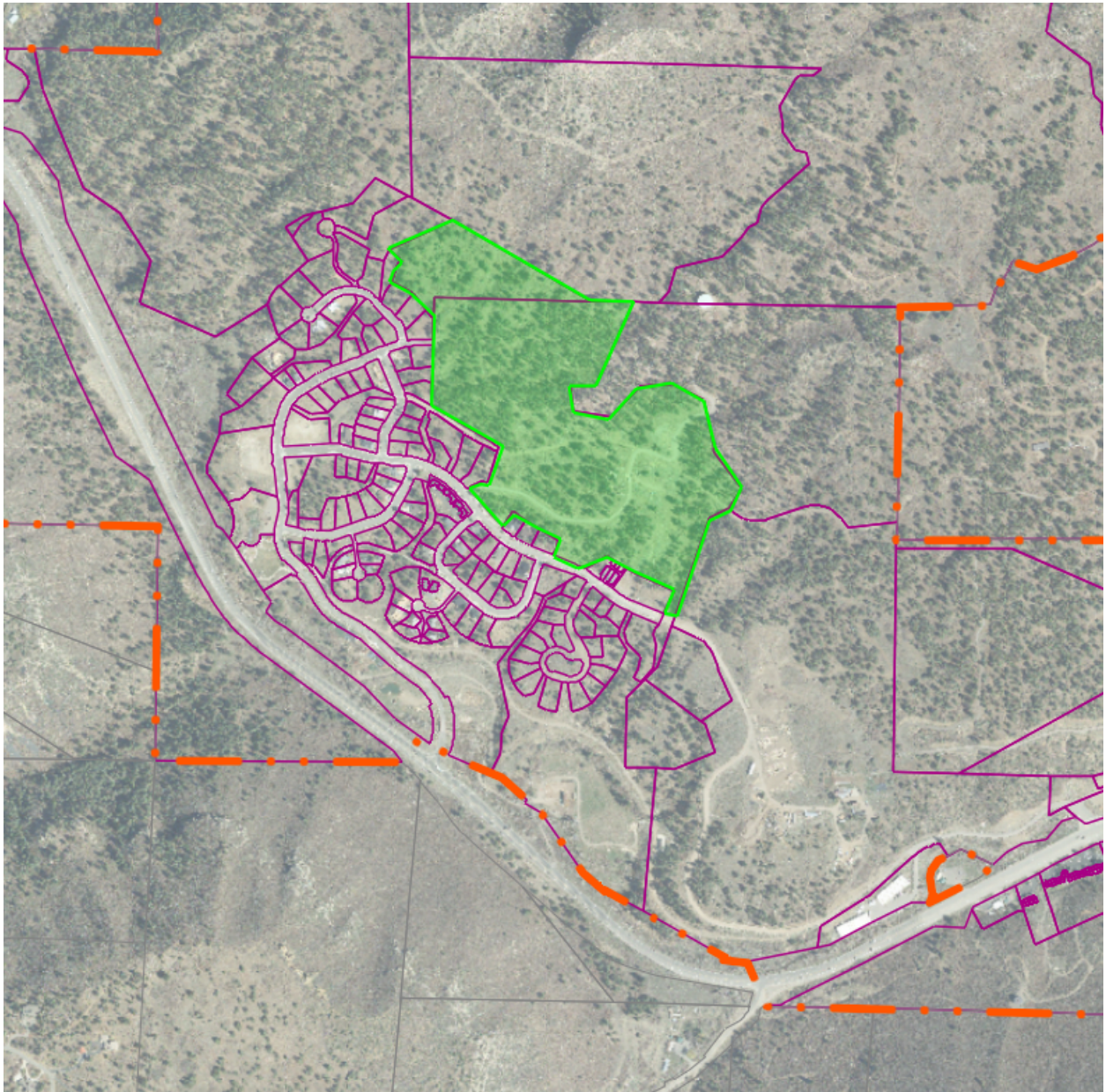
POTENTIAL ADVERSE IMPACTS:

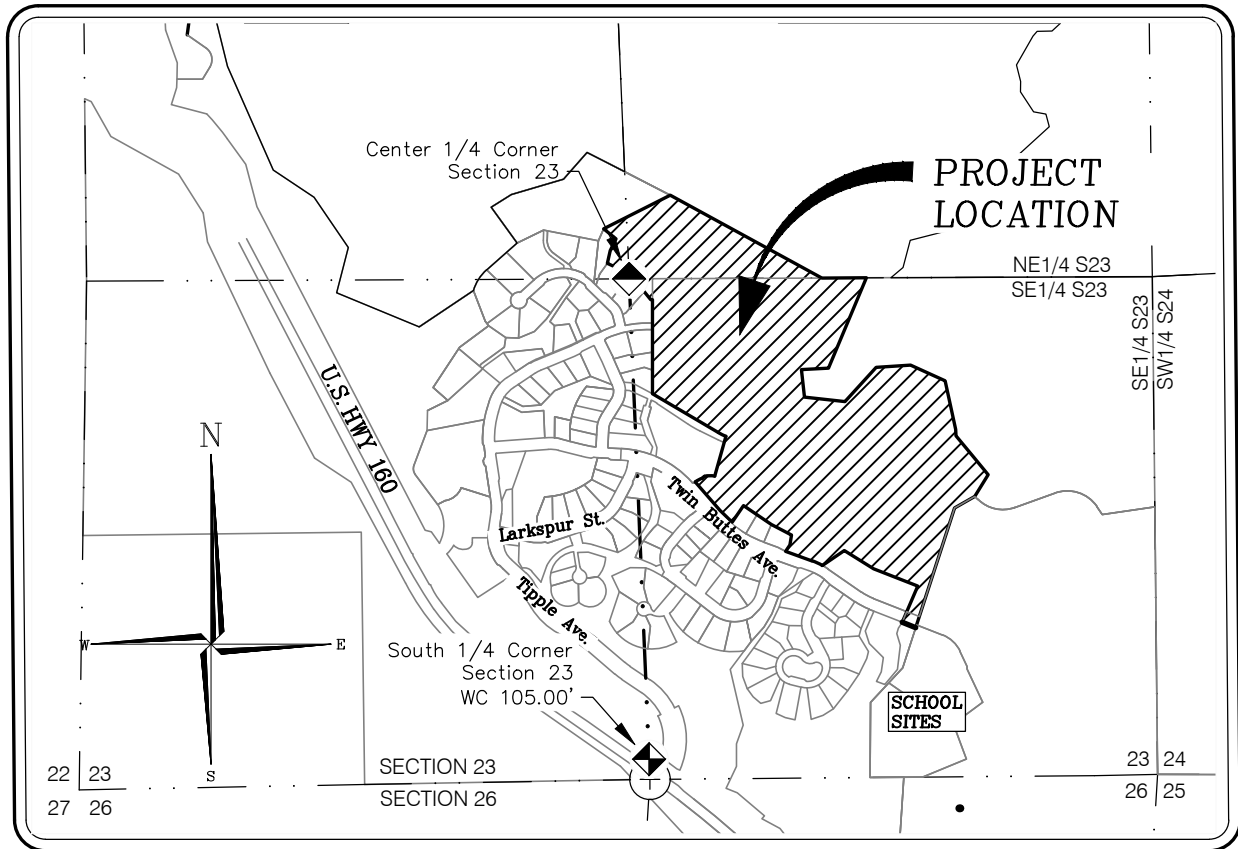
None.

NEXT STEPS AND TIMELINE:

The final plat will be recorded with the La Plata Recorder’s office, finalizing the approval process.

TWIN BUTTES PHASE 1 FILING 4 VICINITY MAP





VICINITY MAP

SCALE : 1" = 1000'
SECTION 23, T 35 N, R 10 W, N.M.P.M.

PLAT NOTICES:

- Access to this property from U.S. Highway 160 is subject to the Colorado Department of Transportation Highway Access Permit Numbers 510014 & 510045, as may be amended.
- This property is subject to the Twin Buttes Third Amended and Restated Development Agreement as recorded under Reception Number 1141874, as may be amended.
- This property is within a known human-mountain lion conflict area and a fall concentration area for black bear
- This property is subject to the City of Durango Development Review Process.
- Research for recorded easements and rights of way was conducted by Land Title Guarantee Company and this property may be subject to the easements, rights and restrictions as listed in their Title Policy Order No. DUR18107014-4.
- Fire Protection: All occupied structures shall be developed with interior sprinkler systems.
- Lot owners are advised that lot owner furnished and maintained sanitary sewer pumping systems may be required for lots 121, 122, 124, 125 and 126 within this subdivision. Lot owners are encouraged to investigate the location and depth of available City of Durango sanitary sewerage conveyance systems when evaluating home site locations.
- Lot owners are advised that lot furnished and maintained water system pressure boosting systems may be required for lots 128, 129, 135, 136, 137 and 138 within this subdivision. Lot owners are encouraged to investigate available water service pressure when evaluating home locations. Not available pressure will fluctuate dependent on stored water volume with the City of Durango Twin Buttes tank. 30 psi static water pressure is estimated per the following table:

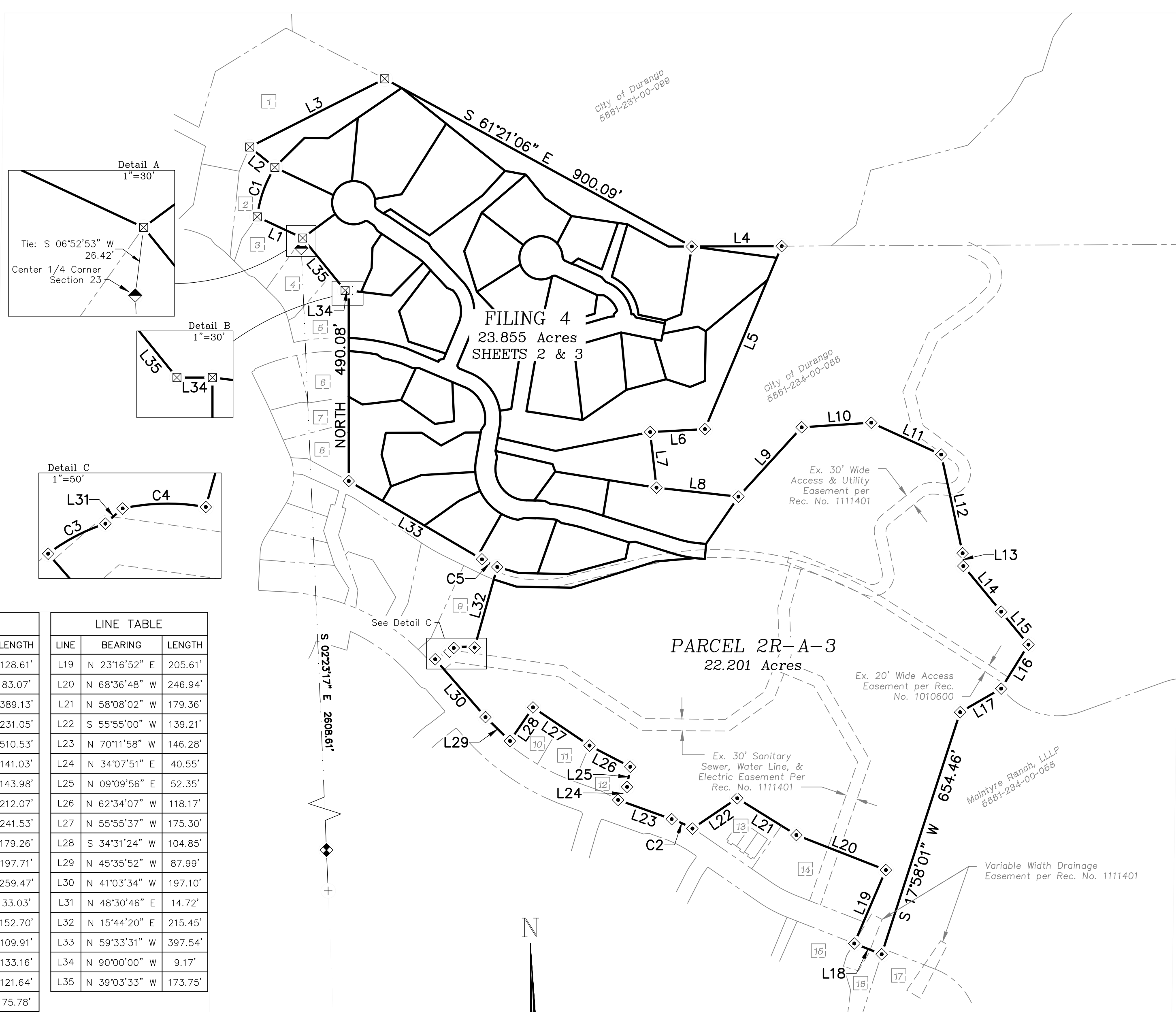
Static water pressure availability		
30 psi elevation (MSL)	Tank water level (MSL)	Notes
7035	7105	Tank level = 0 (empty)
7045.5	7115.5	Tank level = 1/2 full
7066	7136	Tank level = Full

GENERAL DEDICATIONS:

- The variable width right-of-way described as Tupper Avenue, Glacier Lilly Court, Avalanche Lilly Drive and Avalanche Lilly Court as shown hereon, are hereby dedicated to the City of Durango for the purposes of public rights-of-way.
- The eight (8) foot wide utility easement, as shown hereon, is hereby dedicated to the City of Durango, La Plata Electric Association, Inc., Atmos Energy, CenturyLink Communications, Spectrum, Ting, their successors & assigns, and the current and future owners of Lots 121-149 for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground lines for electric distribution, telecommunications facilities, cable TV, gas, water and sewer, together with their related equipment. The easement is further dedicated to Twin Buttes Metropolitan District No. 1 for the purpose of maintenance of drainage ways and structures, and for positive drainage within the Twin Buttes Planned Development.
- The ten (10) foot wide sewer service easement, as shown hereon across Common Areas 9 thru 15 as shown hereon are hereby dedicated to the Twin Buttes Metropolitan District No. 1 for the purpose of maintenance of drainage ways and structures, and for positive drainage within the Twin Buttes Planned Development.
- The ten (10) foot wide sewer service easement, as shown hereon across Lots 147, is granted to and for the benefit of Lot 149 for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground lines for sanitary sewer, together with their related equipment.
- The ten (10) foot wide sewer service easement, as shown hereon across Common Area 10, is granted to and for the benefit of Lot 142 for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground lines for sanitary sewer, together with their related equipment.
- The ten (10) foot wide sewer service easement, as shown hereon across Common Area 13, is granted to and for the benefit of Lot 141 for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground lines for sanitary sewer, together with their related equipment.
- The variable sewer service easement, as shown hereon across Common Area 13, is granted to and for the benefit of Lots 139 & 140 for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground lines for sanitary sewer, together with their related equipment.
- The twenty (20) foot wide drainage easements as shown hereon are hereby dedicated to the City of Durango for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground storm drain lines, together with their related equipment.
- The twenty (20) foot wide sanitary sewer easement as shown hereon are hereby dedicated to the City of Durango for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground sanitary sewer lines, together with their related equipment.
- Open Space Area 1 and Open Space Area 2 are hereby dedicated to the City of Durango for the purpose of open space.
- Common Area 9 is hereby dedicated to the City of Durango as a utility easement for the purpose of ingress and egress, installation, operation, maintenance, reconstruction, improvement, replacement and removal of underground lines for water and sanitary sewer, together with their related equipment.

TWIN BUTTES PHASE 1 FILING 4 AND PARCEL 2R-A-3 PLAT

LOCATED IN THE N1/2 AND SE1/4 OF SECTION 23, T 35 N, R 10 W, N.M.P.M.
LA PLATA COUNTY, COLORADO



LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N 64°54'59" W	128.61'	L19	N 23°16'52" E	205.61'
L2	N 50°57'44" W	83.07'	L20	N 68°36'48" W	246.94'
L3	N 63°10'10" E	389.13'	L21	N 58°08'02" W	179.36'
L4	N 89°45'04" E	231.05'	L22	S 55°55'00" W	139.21'
L5	S 22°45'11" W	510.53'	L23	N 70°11'58" W	146.28'
L6	S 86°57'42" W	141.03'	L24	N 34°07'51" E	40.55'
L7	S 06°29'39" E	143.98'	L25	N 09°09'56" E	52.35'
L8	S 83°44'30" E	212.07'	L26	N 62°34'07" W	118.17'
L9	N 42°20'56" E	241.53'	L27	N 55°55'37" W	175.30'
L10	N 86°14'56" E	179.26'	L28	S 34°31'24" W	104.85'
L11	S 65°30'39" E	197.71'	L29	N 45°35'52" W	87.99'
L12	S 12°14'42" E	259.47'	L30	N 41°03'34" W	197.10'
L13	S 03°28'05" E	33.03'	L31	N 48°30'46" E	14.72'
L14	S 39°35'49" E	152.70'	L32	N 15°44'20" E	215.45'
L15	S 39°35'49" E	109.91'	L33	N 59°33'31" W	397.54'
L16	S 31°48'20" W	133.16'	L34	N 90°00'00" W	9.17'
L17	S 60°06'58" W	121.64'	L35	N 39°03'33" W	173.75'
L18	N 68°36'48" W	75.78'			

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	26°13'31"	297.43	136.14	N 19°31'12" E 134.95'
C2	9°15'13"	362.50	58.55	N 65°34'22" W 58.48'
C3	18°56'36"	126.50	41.82	N 62°17'45" E 41.63'
C4	22°37'46"	136.28	53.83	N 89°02'28" E 53.48'
C5	7°32'41"	335.00	44.11	N 63°19'51" W 44.08'

SUMMARY OF ADJACENT PARCEL OWNERSHIP		
KEYED #	LPC PARCEL #	CURRENT OWNERSHIP
1	566123202011	Strazzella, Steven A., et al.
2	566123202003	Twin Buttes of Metro Dist. #1
3	566123302009	Lake, Andrew, et al.
4	566123302008	Bright Angel Durango, Inc.
5	566123402048	Twin Buttes Metro District No. 1
6	566123402049	Cox, David E., et al.
7	566123402050	Sandblom, Gary, et al.
8	566123402050	Christensen, Samuel E., et al.
9	566123402058	2-BAC, Inc.
10	566123401035	Young, Andrew A., et al.
11	566123401036	Matt, Kelly L., et al.
12	566123401037	Schoeb, Pamela L.
13	566123401059	Terraces at Twin Buttes Owners Assoc.
14	566123401060	Spyder 888, LLC
15	566123401065	Clement, Reed Hall, et al.
16	566123401066	McIntyre Ranch, LLLP
17	566123401049	City of Durango

LAND USE TABLE (FILING 4)

TOTAL ACRES FILING 4 = 23.855 ACRES
TOTAL NUMBER OF PRIVATELY OWNED LOTS = 29
PRIVATELY OWNED LOTS = 14,147 ACRES
TOTAL NUMBER OF COMMON AREAS = 8
COMMON AREAS = 5.978 ACRES
OPEN SPACE = 0.876 ACRES
RIGHT OF WAY = 2.854 ACRES
ZONING = PLANNED DEVELOPMENT

DESCRIPTION OF MONUMENTS

- ⊙ SET 5/8" X 24" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 38007
- ⊗ FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 38007
- ⚡ FOUND 3/4" REBAR WITH A 2" ALUMINUM CAP STAMPED PLS 38007
- ⬠ FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 33640
- ⬠ FOUND A 3-1/4" ALUMINUM CAP STAMPED PLS 12027
- + POSITION FOR CORNER - MONUMENT NOT FOUND OR SET

STATE OF COLORADO)
SS

LA PLATA COUNTY)

I hereby state that this instrument was filed for record at _____ o'clock ____M ____ 20____ and duly filed.
Reception Number _____ Fee\$ _____
TIFFANY LEE PARKER, Recorder
By _____ Deputy

CERTIFICATE OF OWNERS KNOW ALL MEN BY THESE PRESENTS:

That McIntyre RANCH LLLP, whose address is 694 Twin Buttes Avenue, Durango, Colorado 81301, being the legal and record owner of Parcels 1R-A-1 of TWIN BUTTES PHASE 1 FILING 1B AND PARCEL 1R-A-1 as recorded in the Office of the La Plata County, Colorado, Clerk and Recorder under Reception Number 1146641, AND being the legal and record owner of Parcel 2R-A-1-1 of TWIN BUTTES PHASE 1 FILING 2 AND PARCEL 2R-A-1-1 PLAT as recorded under Reception Number 1216101;

Has caused the same to be subdivided and platted under the name and style of the TWIN BUTTES PHASE 1 FILING 4 AND PARCEL 2R-A-3 plat and further consists of:

LOTS 121-149, OPEN SPACE 9, 10, 11, 12, 13, 14 and 15, and PARCEL 2R-A-3

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES: McINTYRE RANCH, LLLP

By _____
Glenn Pauls - General Partner

STATE OF _____ : SS:

COUNTY OF _____ :

The foregoing instrument was acknowledged before me by Glenn Pauls, General Partner of McIntyre Ranch, LLLP on this _____ day of _____, 2022, for the aforementioned purposes.

My Commission Expires _____ Notary Public

REVIEWED AND APPROVED BY:

City Engineer _____ Date _____

Community Development Director _____ Date _____

Fire Marshal - Durango Fire Protection District _____ Date _____

Century Link _____ Date _____

La Plata Electric Association, Inc. _____ Date _____

Atmos Energy _____ Date _____

Spectrum _____ Date _____

Ting _____ Date _____

CITY OF DURANGO APPROVAL:

The Plat shown hereon is approved by the City Council of the City of Durango and is accepted on this _____ day of _____, 2022. Public improvements, associated with the above dedications, will be accepted by the City of Durango following their construction completion and the inspection with final acceptance by the City Public Works Department.

Mayor, City of Durango

City Clerk, City of Durango

CERTIFICATE OF SURVEYOR:

I hereby state that this survey and plat were prepared by me or under my direct responsibility, supervision and checking, and from documents recorded in the Office of the La Plata County, Colorado, Clerk and Recorder, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado.

PRELIMINARY
FOR REVIEW

Robert Trudeau, P.L.S.
Colorado Registration No. 38007

Date _____

NOTICE:

According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

GOFF ENGINEERING + SURVEYING INC 126 ROCK POINT DRIVE PO BOX 97 DURANGO, COLORADO 81302 970.247.1705	TWIN BUTTES PHASE 1 FILING 4 AND PARCEL 2R-A-3 PLAT		SHEET 1 OF 3
	N1/2 AND SE1/4 OF SECTION 23, T 35 N, R 10 W, N.M.P.M.		
	PREPARED BY: SM	CHECKED BY: RT	DATE: 10/13/2022
	PROJECT NO. 22-036	SCALE: 1"=200'	DATE: 10/13/2022

Goff Engineering & Surveying, Inc. expressly reserves the common law copyright and other property rights in these plans. These plans are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining written permission and consent of Goff Engineering & Surveying, Inc. ©

TWIN BUTTES PHASE 1 FILING 4 AND PARCEL 2R-A-3 PLAT

LOCATED IN THE N1/2 AND SE1/4 OF SECTION 23, T 35 N, R 10 W, N.M.P.M.
LA PLATA COUNTY, COLORADO



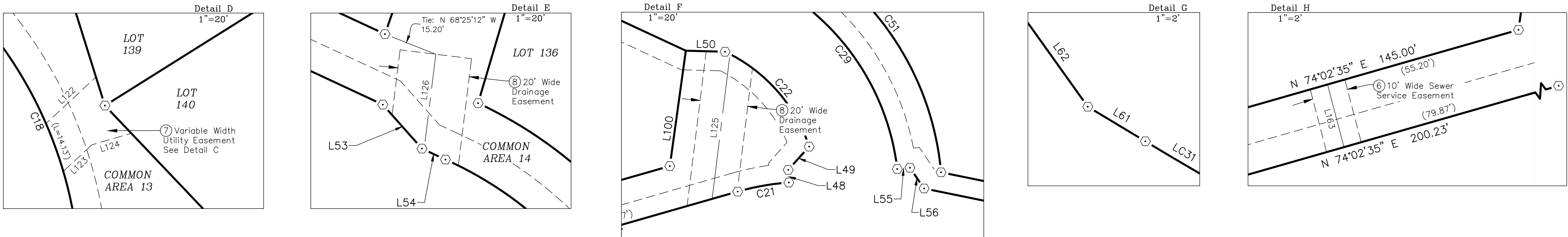
LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	CURVE	DELTA	RADIUS	LENGTH	CHORD	LENGTH
L1	N 64°54'59" W	128.61'	L51	S 65°05'02" E	17.12'	L95	S 79°49'01" E	54.47'	C1	26°13'31"	297.43	136.14	N 19°31'12" E	134.95'
L2	N 50°57'44" W	83.07'	L52	S 70°57'21" E	14.66'	L96	S 81°39'16" E	24.41'	C6	15°28'07"	564.50	152.40	S 79°42'39" E	151.94'
L3	N 63°10'10" E	389.13'	L53	S 41°39'19" E	16.35'	L97	N 89°45'04" E	59.94'	C7	64°46'23"	80.50	91.01	S 9°33'29" E	86.24'
L4	N 89°45'04" E	231.05'	L54	S 65°05'02" E	7.21'	L98	N 54°00'53" E	22.32'	C8	3°31'41"	124.00	7.64	N 44°40'54" W	7.63'
L5	S 22°45'11" W	510.53'	L55	N 84°21'01" E	5.29'	L99	S 65°05'02" E	66.41'	C9	9°57'30"	120.40	20.93	S 51°16'49" E	20.90'
L34	N 90°00'00" W	9.17'	L56	S 34°20'37" E	10.45'	L100	N 07°54'20" E	48.50'	C10	61°55'39"	12.50	13.51	S 87°04'43" E	12.86'
L35	N 39°03'33" W	173.75'	L57	S 78°30'12" E	76.46'	L101	S 78°30'12" E	70.87'	C11	86°49'12"	55.50	84.10	S 74°37'56" E	76.28'
L38	N 22°49'42" E	14.40'	L58	S 11°29'48" W	27.00'	L102	S 69°02'49" W	43.17'	C12	51°44'01"	55.50	50.11	S 5°21'20" E	48.43'
L39	S 66°20'47" E	16.32'	L59	S 11°29'48" W	18.50'	L103	S 11°29'48" W	8.00'	C13	64°51'22"	55.50	62.82	S 52°56'22" W	59.52'
L40	S 42°55'04" E	62.24'	L60	N 78°30'12" W	18.50'	L104	S 60°19'48" E	23.10'	C14	84°32'16"	55.50	81.89	N 52°21'49" W	74.66'
L41	N 42°55'04" W	19.12'	L61	S 59°00'12" E	1.87'	L120	N 29°09'34" E	35.94'	C15	15°54'27"	55.50	15.41	N 2°08'28" W	15.36'
L42	S 56°06'53" E	13.65'	L62	S 35°34'28" E	16.35'	L121	N 02°13'26" W	46.10'	C16	61°55'39"	12.50	13.51	N 25°09'04" W	12.86'
L43	S 32°41'10" E	16.35'	L63	S 59°00'12" E	59.39'	L122	N 47°04'56" E	18.97'	C17	6°23'56"	164.50	18.37	S 46°07'02" E	18.36'
L44	S 56°06'53" E	15.67'	L88	N 54°41'27" W	16.13'	L123	N 47°04'56" E	10.80'	C18	45°20'43"	114.50	90.62	S 20°14'43" E	88.27'
L45	N 56°06'53" W	18.13'	L89	N 83°09'55" W	32.09'	L124	N 73°37'59" E	11.43'	C19	61°25'50"	12.50	13.40	S 28°17'16" E	12.77'
L46	S 62°25'12" E	13.66'	L90	N 24°01'15" E	66.57'	L125	N 07°03'10" E	60.74'	C20	46°57'13"	75.50	61.87	S 82°28'48" E	60.16'
L47	S 29°16'52" E	16.96'	L91	N 02°28'52" E	53.98'	L126	N 07°03'10" E	26.67'	C21	11°54'12"	104.50	21.71	N 79°59'41" E	21.67'
L48	N 02°57'24" W	5.29'	L92	N 33°53'07" E	42.17'	L163	N 14°39'27" W	18.00'	C22	46°14'09"	67.25	54.27	N 41°34'26" W	52.81'
L49	N 42°01'36" E	13.05'	L93	S 60°40'10" W	21.84'				C23	53°53'37"	10.66	10.02	S 82°46'47" W	9.66'
L50	N 88°30'46" W	16.38'	L94	N 80°00'23" E	69.85'				C24	103°15'14"	55.50	100.02	N 69°19'49" W	87.02'

⑩

OPEN SPACE AREA 1
796 Acres

③

COMMON AREA 14
0.188 Acres



NOTICE:
According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

GOFF
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126 ROCK POINT DRIVE
PO BOX 97
DURANGO, COLORADO 81302
970.247.1705

TWIN BUTTES
PHASE 1 FILING 4 AND
PARCEL 2R-A-3 PLAT

N1/2 AND SE1/4 OF SECTION 23, T 35 N, R 10 W, N.M.P.M.

PREPARED BY: SM CHECKED BY: RT
PROJECT NO. 22-036 SCALE: 1"=50' DATE: 10/13/2022

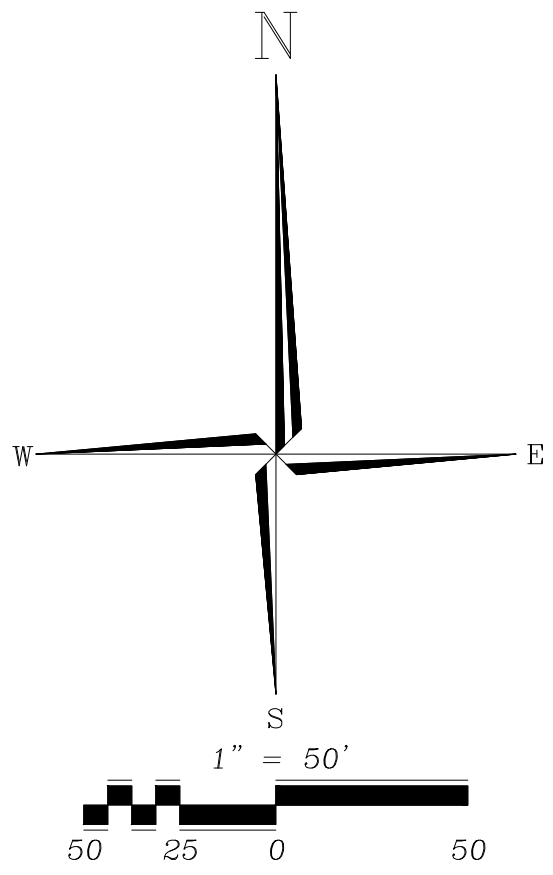
SHEET 2 OF 3

TWIN BUTTES PHASE 1 FILING 4 AND PARCEL 2R-A-3 PLAT

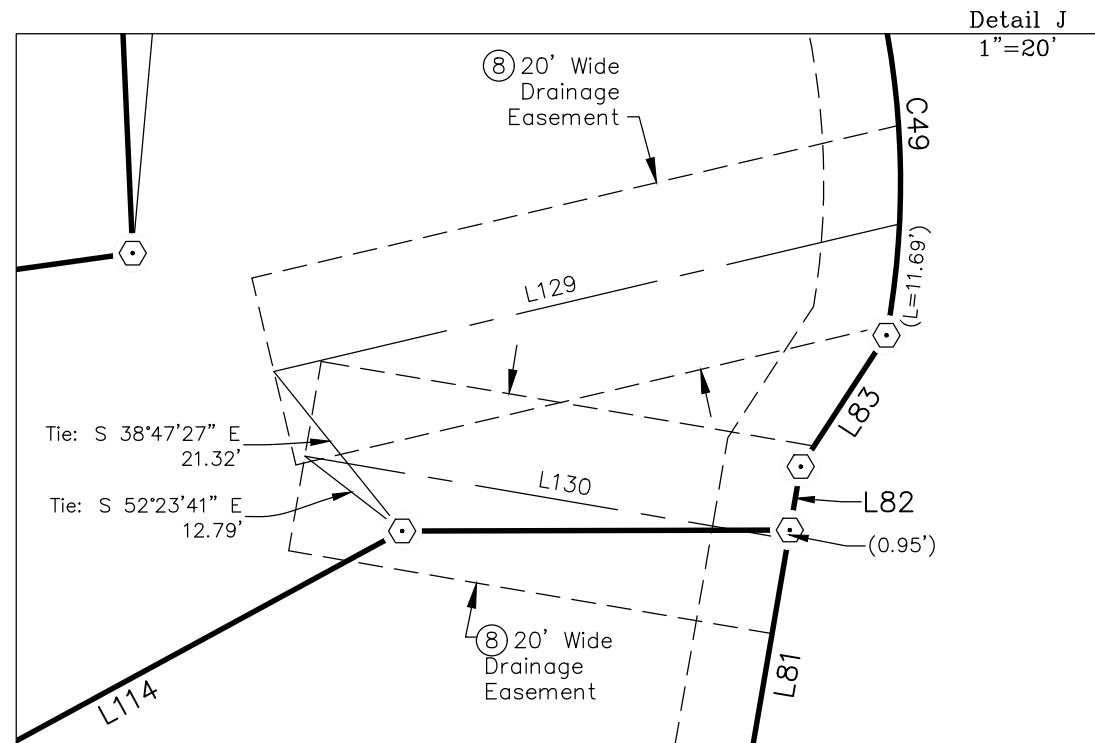
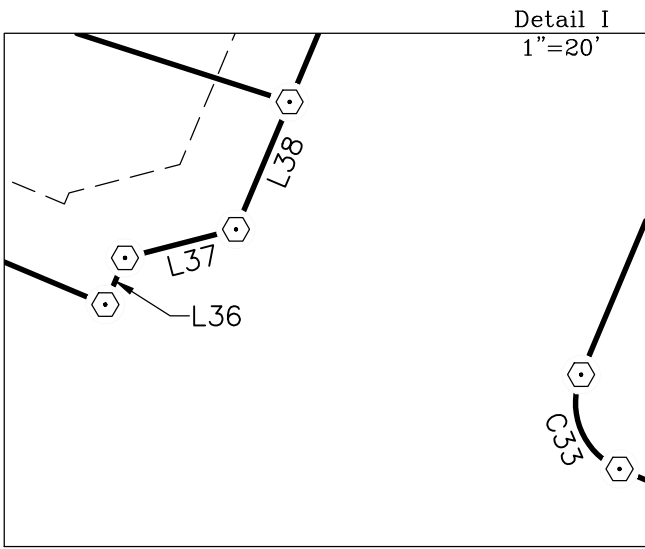
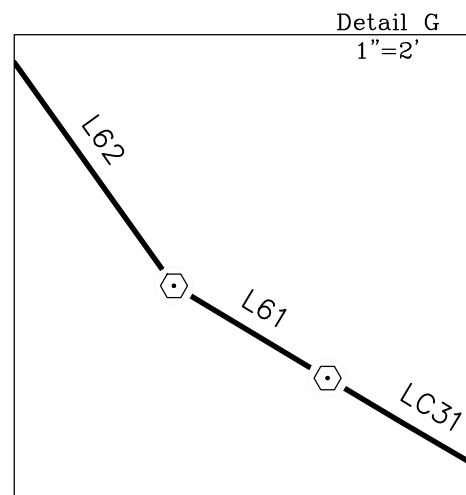
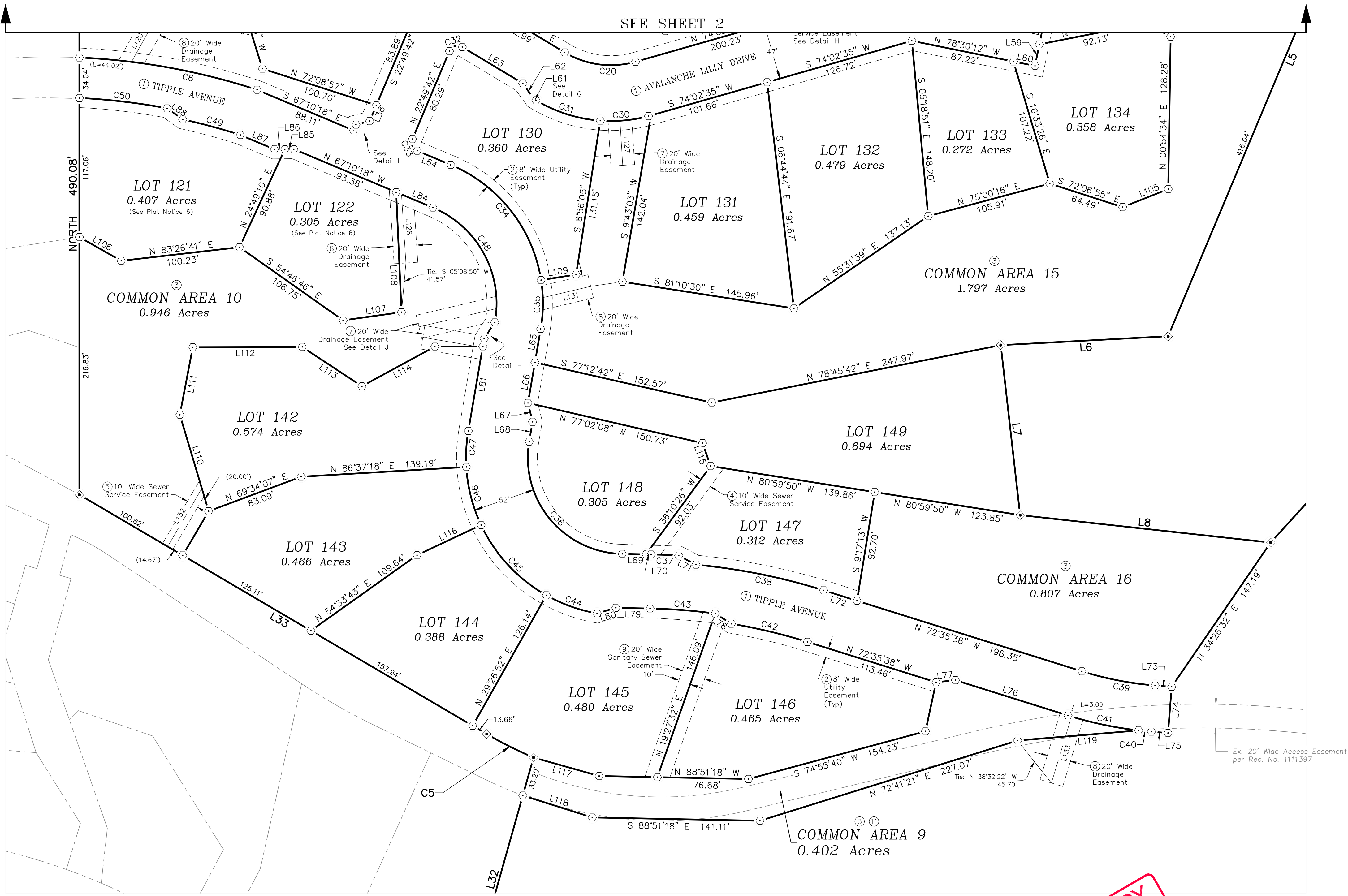
LOCATED IN THE N1/2 AND SE1/4 OF SECTION 23, T 35 N, R 10 W, N.M.P.M.
LA PLATA COUNTY, COLORADO

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L5	S 22°45'11" W	510.53'	L71	N 62°10'53" W	16.40'	L108	N 02°32'59" W	101.13'
L6	S 86°57'42" W	141.03'	L72	N 72°35'38" W	29.44'	L109	S 81°03'36" W	29.87'
L7	S 06°29'39" E	143.98'	L73	N 85°26'28" W	14.00'	L110	S 16°37'46" E	84.71'
L8	S 83°44'30" E	212.07'	L74	N 04°33'32" E	39.00'	L111	S 10°52'03" W	57.89'
L32	N 15°44'20" E	215.45'	L75	S 85°26'28" E	14.00'	L112	S 89°51'17" W	92.01'
L33	N 59°33'31" W	397.54'	L76	S 72°35'38" E	99.33'	L113	N 56°38'54" W	60.18'
L36	N 22°49'42" E	5.27'	L77	N 83°58'39" E	16.35'	L114	S 61°28'01" W	69.85'
L37	N 75°33'41" E	11.94'	L78	N 57°39'00" W	16.11'	L115	N 19°20'44" W	20.49'
L38	N 22°49'42" E	14.40'	L79	N 88°52'47" W	28.80'	L116	N 64°46'51" E	59.60'
L59	S 11°29'48" W	18.50'	L80	S 73°30'51" W	16.43'	L117	N 74°15'30" W	57.37'
L60	N 78°30'12" W	18.50'	L81	N 09°44'12" E	72.14'	L118	S 72°26'46" E	61.33'
L61	S 59°00'12" E	1.87'	L82	N 09°44'12" E	6.71'	L119	N 85°14'00" E	102.22'
L62	S 35°34'28" E	16.35'	L83	N 33°09'56" E	16.33'	L127	S 03°33'50" E	37.61'
L63	S 59°00'12" E	59.39'	L84	N 67°10'18" W	33.54'	L128	S 03°39'38" E	57.84'
L64	N 67°10'18" W	30.74'	L85	S 89°23'59" W	7.60'	L129	S 76°43'49" W	66.94'
L65	N 09°44'12" E	28.68'	L86	S 89°23'59" W	8.75'	L130	N 80°15'48" W	51.08'
L66	N 09°44'12" E	34.59'	L87	N 67°10'18" W	31.20'	L131	N 76°43'49" E	41.46'
L67	N 13°41'31" W	16.35'	L88	N 54°41'27" W	16.13'	L132	N 30°27'59" E	56.77'
L68	N 09°44'12" E	16.95'	L105	N 68°19'52" E	41.21'	L133	S 16°51'54" W	58.42'
L69	N 88°52'47" W	20.07'	L106	S 60°23'16" E	40.45'			
L70	N 88°52'47" W	4.28'	L107	N 82°01'38" E	49.58'			

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	LENGTH
C5	7°32'41"	335.00	44.11	N 63°19'51" W	44.08'
C6	15°28'07"	564.50	152.40	S 79°42'39" E	151.94'
C20	46°57'13"	75.50	61.87	S 82°28'48" E	60.16'
C30	20°08'30"	122.50	43.06	S 84°06'49" W	42.84'
C31	26°48'44"	122.50	57.33	S 72°24'34" E	56.80'
C32	98°10'06"	7.50	12.85	N 71°54'45" E	11.34'
C33	90°00'00"	7.50	11.78	N 22°10'18" W	10.61'
C34	58°13'54"	126.50	128.57	N 38°03'21" W	123.10'
C35	18°40'37"	126.50	41.24	N 0°23'54" E	41.05'
C36	98°27'08"	81.00	139.18	N 39°39'14" W	122.68'
C37	2°31'56"	526.00	23.25	N 87°36'49" W	23.24'
C38	12°06'10"	519.50	109.74	N 78°38'43" W	109.53'
C39	12°50'50"	280.50	62.90	N 79°01'03" W	62.76'
C40	1°56'34"	319.50	10.83	S 84°28'11" E	10.83'
C41	10°54'16"	319.50	60.81	S 78°02'46" E	60.72'
C42	7°57'31"	474.00	65.84	N 76°34'23" W	65.79'
C43	6°33'27"	480.50	54.99	N 85°36'05" W	54.96'
C44	19°37'37"	133.00	45.56	N 70°21'57" W	45.34'
C45	35°19'59"	133.00	82.02	N 42°53'09" W	80.72'
C46	21°50'28"	133.00	50.70	N 14°17'55" W	50.39'
C47	13°06'54"	133.00	30.44	N 3°10'45" E	30.38'
C48	77°39'44"	87.50	118.60	N 28°20'26" W	109.73'
C49	5°29'01"	524.00	50.15	N 74°54'03" W	50.13'
C50	7°55'07"	538.20	74.38	N 83°15'52" W	74.32'



UNITS SHOWN HEREON = U.S. SURVEY FEET
BEARINGS ARE BASED ON THE WEST LINE OF THE SE1/4 OF
SECTION 23, T 35 N, R 10 W, N.M.P.M. THE ENDS OF SAID
LINE HAVING BEEN MONUMENTED AS SHOWN HEREON.
(Reference Bearing = N 02° 23' 17" W)



PRELIMINARY
FOR REVIEW

NOTICE:
According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

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TWIN BUTTES
PHASE 1 FILING 4 AND
PARCEL 2R-A-3 PLAT

N1/2 AND SE1/4 OF SECTION 23, T 35 N, R 10 W, N.M.P.M.

PREPARED BY:	SM	CHECKED BY:	RT
PROJECT NO.	22-036	SCALE:	1"=50'
DATE:	10/13/2022		

SHEET
3
OF
3



AGENDA DOCUMENTATION
Item 8.5.2

Meeting Date: October 17, 2023

TO: DURANGO CITY COUNCIL FROM: MARK WILLIAMS, PLANNER II
COMMUNITY DEVELOPMENT

**SUBJECT A REQUEST FOR A PUBLIC HEARING TO REVIEW THE
PROPOSED LOT 1R-R3 BLD PRELIMINARY MINOR
SUBDIVISION (NOVEMBER 7, 2023) (AEO)**

RECOMMENDATION:

Set a hearing date of November 7, 2023 for review and possible action on the BLD Preliminary Minor Subdivision.

BACKGROUND SUMMARY:

The applicant, BLD Group of Fort Lauderdale Florida, has submitted a Preliminary Subdivision application to subdivide their 19.5-acre parcel into two lots. BLD is asking to split the lot due to challenges with multifamily financing. Having two lots means the properties can be held separately as collateral, enabling BLD to receive financing from multiple lenders. City Council approved 492 apartments on this site in 2022. The apartments are to be phased, with 287 in Phase I and 205 in Phase II, with the phases now to be on the separate lots.

STRATEGIC PLAN ALIGNMENT:

The proposed use is in conformance with the Durango Strategic Plan’s Affordability and Economic Opportunity section: “Create housing to enhance multigenerational community workforce, as well as attainable and affordable housing overall.”

ALTERNATIVE OPTIONS CONSIDERED:

None contemplated.

FISCAL IMPACT:

Approval of the final plat will generate development fees for new construction for the City, and then property tax generation.

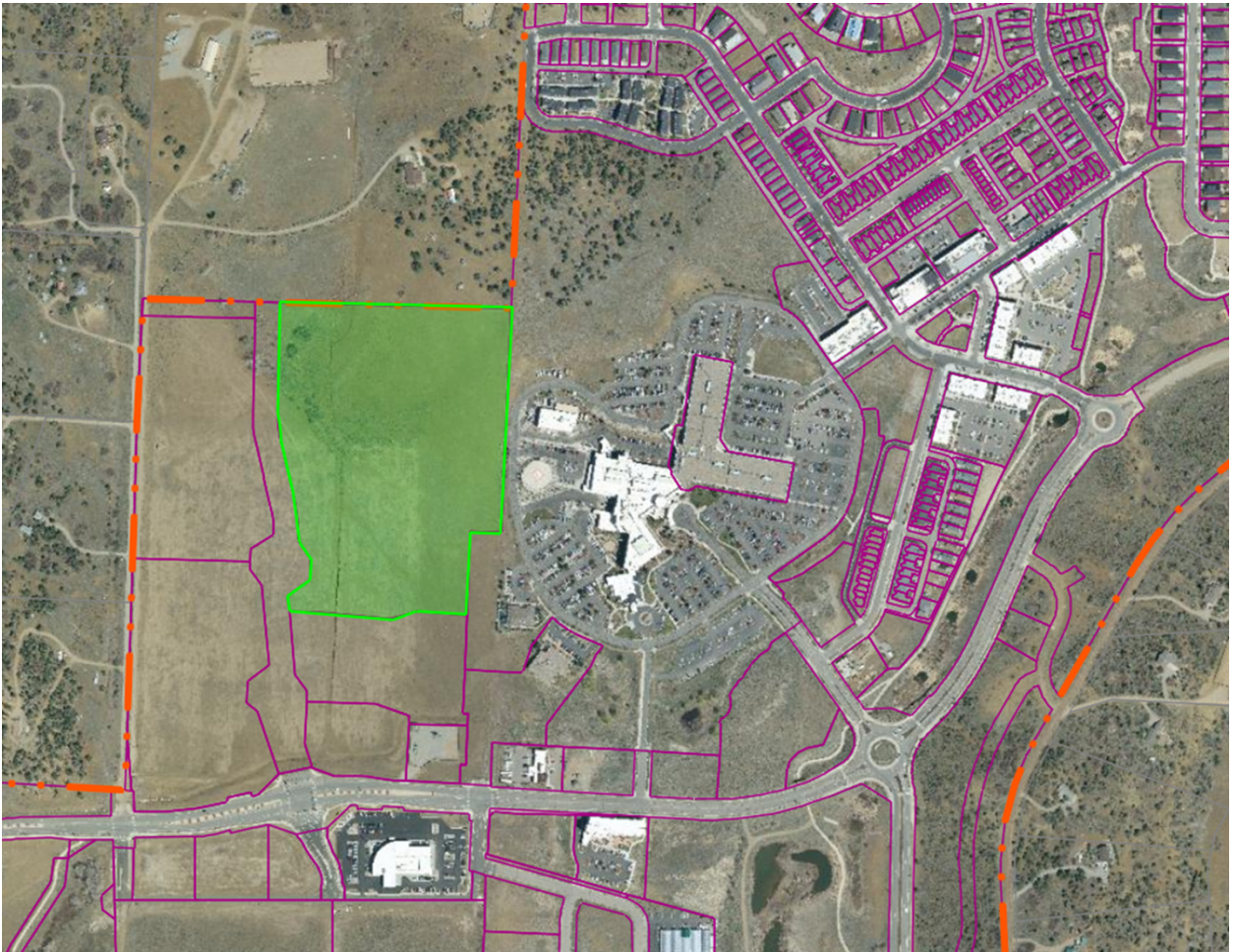
POTENTIAL ADVERSE IMPACTS:

None.

NEXT STEPS AND TIMELINE:

Final plat review to be performed by Community Development staff immediately following Council approval of the subdivision. Once approved, the applicant may submit for building permits.

BLD VICINITY MAP





AGENDA DOCUMENTATION

Item 10.1

Meeting Date: October 17, 2023

TO: DURANGO CITY COUNCIL FROM: DANIEL MURRAY, DEVELOPMENT SERVICES MANAGER, COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT PUBLIC HEARING REGARDING THE DOWNTOWN FIRE STATION- POWERHOUSE MINOR SUBDIVISION PRELIMINARY PLAN, 1235 AND 1295 CAMINO DEL RIO - AEO

RECOMMENDATION:

It is the recommendation of the Community Development Department and the Planning Commission that the City Council, by motion:

Approval of the Downtown Fire Station – Powerhouse Minor Subdivision Preliminary Plan with the findings and conditions in Action A.

BACKGROUND SUMMARY:

The applicant is requesting a Minor Subdivision to divide 1235 and 1295 Camino del Rio, into three lots comprised of Lot 1 for the future DFPD Station #2, Lot 2 for the Powerhouse, and Lot 3 for City parks uses.

Planning staff has provided preliminary comments on the project and find that the overall parcel layout adequately complies with the applicable standards. The Planning Commission heard this project on September 25, 2023 and recommended to approve the project, with conditions, with a 4-0 vote.

Attachments: Staff report and supporting documents

STRATEGIC PLAN ALIGNMENT:

Enhanced Livability & Sense of Place - Safety: Police and emergency services.

ALTERNATIVE OPTIONS CONSIDERED:

The alternative options are to approve, approve with conditions, continue, or deny the project.

FISCAL IMPACT:

The sale of Lot 1 has positive fiscal impacts for the city.

POTENTIAL ADVERSE IMPACTS:

This will be addressed in the agenda documentation for the public hearing and during the staff presentation.

NEXT STEPS AND TIMELINE:

If City Council approves the proposed subdivision, the applicant may proceed with initiating the final plat review. This is the last administrative step prior to the recording of the subdivision and formal creation of the new lots.

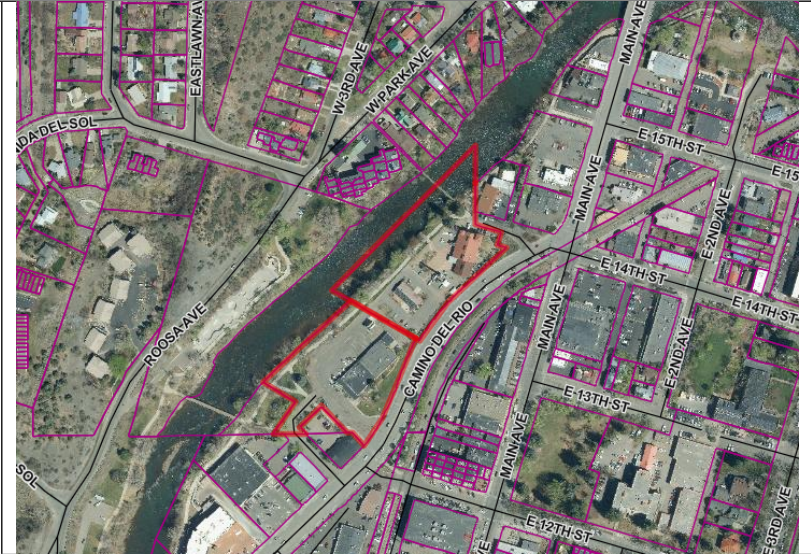
PLANNING COMMISSION STAFF REPORT COVER SHEET

PUBLIC HEARING DATE	PROJECT NAME	PROJECT STAFF
October 17, 2023	Downtown Fire Station & Powerhouse Subdivision	Daniel Murray
PROJECT NUMBER	PROJECT TYPE	APPLICANT (PROPERTY OWNER)
#23-108	Minor Subdivision	City of Durango
PROPERTY ADDRESS/LOCATION		
1235 & 1295 Camino Del Rio		

PROJECT SUMMARY

The applicant is requesting a Minor Subdivision to divide 1235 and 1295 Camino del Rio, into three lots comprised of Lot 1 for the future DFPD Station #2, Lot 2 for the Powerhouse, and Lot 3 for City parks uses.

Planning staff has provided preliminary comments on the project and find that the overall parcel layout adequately complies with the applicable standards.





PROJECT SUMMARY

Background

The City of Durango purchased lots 1 and 2 in 1983 from Western Colorado Power. Lot 1 has been used for City offices and the City leases a portion of the site to DFPD for station #2. The building on Lot 1 is estimated to have been constructed in 1970 and was used by the Colorado Electric Association before becoming city offices and a fire station. Lot 2 is home to the historic steam power plant estimated to have been constructed in 1893. Today Lot 2 is occupied by the Powerhouse Science Center which is operated under a lease with the City.

Proposal

The proposed subdivision of 1235 and 1295 Camino del Rio will take two lots and create three lots. Lot 1 is 1.26 acres and contemplated for the future DFPD Station #2. Lot 2 is 3.18 acres and is occupied by the Powerhouse. Lot 3 is 1.21 acres and will be retained by the City for park uses. The Powerhouse Lot 2 is involved in the subdivision only to the extent that the existing diagonal south property line is being adjusted to create a straight property line with Lot 1, which allows a more efficient use of the two properties. The size of Lot 2 remains the same after subdivision as it is today and there will be no impact to the function of Lot 2, such as the Powerhouse parking spots in that location.

As part of the subdivision, a variable width right of way (ROW) will be dedicated to the city which will provide street access to Lots 1, 2, and 3. The name of the dedicated ROW will be determined prior to plat recording. Along the shared property line between lots 1 and 2 there are several water, sewer, and stormwater easements that are proposed to either remain or be consolidated into one large easement dedicated to the city.

Process

Subdivisions are to be processed in accordance with the procedures and requirements of Division 6-3-6 of the Land Use and Development Code (LUDC). Because the subdivision contains five or fewer lots, this project is classified as a Minor Subdivision, requiring preliminary plat review by the Planning Commission and City Council. Following preliminary plan approval there will be an administrative final plat review and ultimately recording of the plat upon compliance with the conditions. Redevelopment of DFPD Station #2 on Lot 1 is subject to the outcomes of the Major Site Plan Review and Design Review process, project #23-0094.

ANALYSIS AND FINDINGS

The following criteria shall be used to evaluate preliminary subdivision plans:

- 1. The proposed subdivision is in conformance with adopted plans(s) and policies, and the standards of this LUDC.
- 2. The proposed subdivision is compatible with existing or approved development of adjacent properties under existing zoning.
- 3. The proposed streets are correctly named.
- 4. The proposed engineering solutions are sound for all of the major physical site features.
- 5. Public facilities will be available and adequate to serve the potential population of the proposed subdivision as it is occupied.
- 6. The impacts of the subdivision do not materially compromise the safety or welfare of the public.

All infrastructure necessary to serve the lots will be installed and the public improvements, including but not limited to sidewalk, curb, gutter, and street trees, will be completed or secured as part of the Building Permit Review. The proposed subdivision is compatible with existing MU-A zoning. The proposed subdivision is in compliance with the LUDC and does not create any nonconformities. Additionally, the Planning Commission hear this project at their September 25, 2023 meeting and recommended unanimously (4-0 vote) that the project be approved with the findings and conditions contained in this staff report.

LUDC Sec. 3-2-3-1 MU-A Zone Standards

- 1. Minimum Lot Area 14,000 sf: The proposed lot areas exceed this standard.
- 2. Minimum Lot Width and Lot Frontage 100 ft: Proposed lot widths exceed this standard.
- 3. Minimum setbacks, heights, and related design considerations will be considered at the time of site plan review for redevelopment of Lot 1.

Review Comments

Staff distributed the plans to internal and external parties for review. Comments from the City Engineering Division are dated August 29, 2023 and provided as an attachment. One of the main comments relates to the dedication and/or vacation of various utility easements on the shared property line between Lots 1 and 2. Durango Fire Protection District provided comments on August 22, 2023, which are provided as an attachment. Compliance with City Engineering and DFPD comments are included as a condition of approval.

LPEA provided the following comments on September 5, 2023 “we are going to have to relocate that underground line west of the building crossing Veterans way. As infrastructure (such as junction boxes, transformers, pedestals) can’t be under the building. We will need a new easement designed and constructed by an LPEA staking engineer”.

Charter Communications provided the following comments on August 14, 2023 “I’m not seeing any Spectrum conflicts.



We feed the Powerhouse and the building north from the overhead lines. Back Country can be fed from the South. It does not appear that the city building has our service”.

CDOT provided the following comments on August 31, 2023 “As long as the street highlighted in the attachment has a dedication that is accepted by the Municipality, CDOT should be secure in controlling the intersection and our facility (striping) (i.e., As long as the City of Durango "owns" 14th [12th] street, then CDOT may utilize it as necessary. Reception no. 22810 acquired the needed lands in title to CDOT, so I don't believe that we need anything else.)”.

City Parks and Recreation have reviewed the subdivision and will provide detailed comments as it relates to the concurrent Major Site Plan review and Design Review for the future DFPD Station #2. Additional agencies that received a referral but have not commented are the City Multi-modal Division, Century Link, and Atmos Energy.

Neighborhood Issues

City Staff followed the public notice and property posting procedures. As of the drafting of this staff report no comment letters have been received.

CONCLUSION

Staff has prepared the following possible actions and recommendation for the Planning Commission and City Council based on evaluation using the LUDC, Comprehensive Plan, and all applicable City standards.

POSSIBLE ACTIONS

- A. **Recommend approval** of the proposed subdivision with the finding that the subdivision meets the evaluation criteria of the LUDC for subdivision plans and is subject to the following conditions:
 - 1. All future development beyond the proposed subdivision will be subject to future reviews and approvals in accordance with the requirements of the LUDC.
 - 2. All comments provided by City staff shall be addressed prior to recordation of the plat, including but not limited to plat notes, survey data, and ROW dedications per City Engineering comments dated August 29, 2023.
 - 3. All comments provided by DFPD and LPEA shall be addressed prior to recordation of the plat, including those dated August 22, 2023 and September 5, 2023 respectively.
 - 4. All written, verbal, and graphic representations of the applicant shall be deemed conditions of approval.
 - 5. Upon administrative approval of the final plat, the Mayor is authorized to sign the mylar on behalf of the City of Durango.
- B. **Recommend denial** of the proposed subdivision, with reasons stated.
- C. **Continue** project consideration with direction to staff and/or the applicant.

Staff Recommendation

Staff finds that the proposal meets the applicable criteria of the LUDC and recommends approval of the Downtown Fire Station and Powerhouse Minor Subdivision subject to the stated findings and conditions in Action A.

Situated in
Sections 20 & 29, Township 35 North, Range 9 West, of the N.M.P.M.
City of Durango
La Plata County, Colorado

Know All Persons By These Presents:

Parcel 1:

Parcel 2:

AND

Has caused the same to be surveyed, laid out, subdivided, and designated as "Downtown Fire Station and Powerhouse Minor Subdivision.

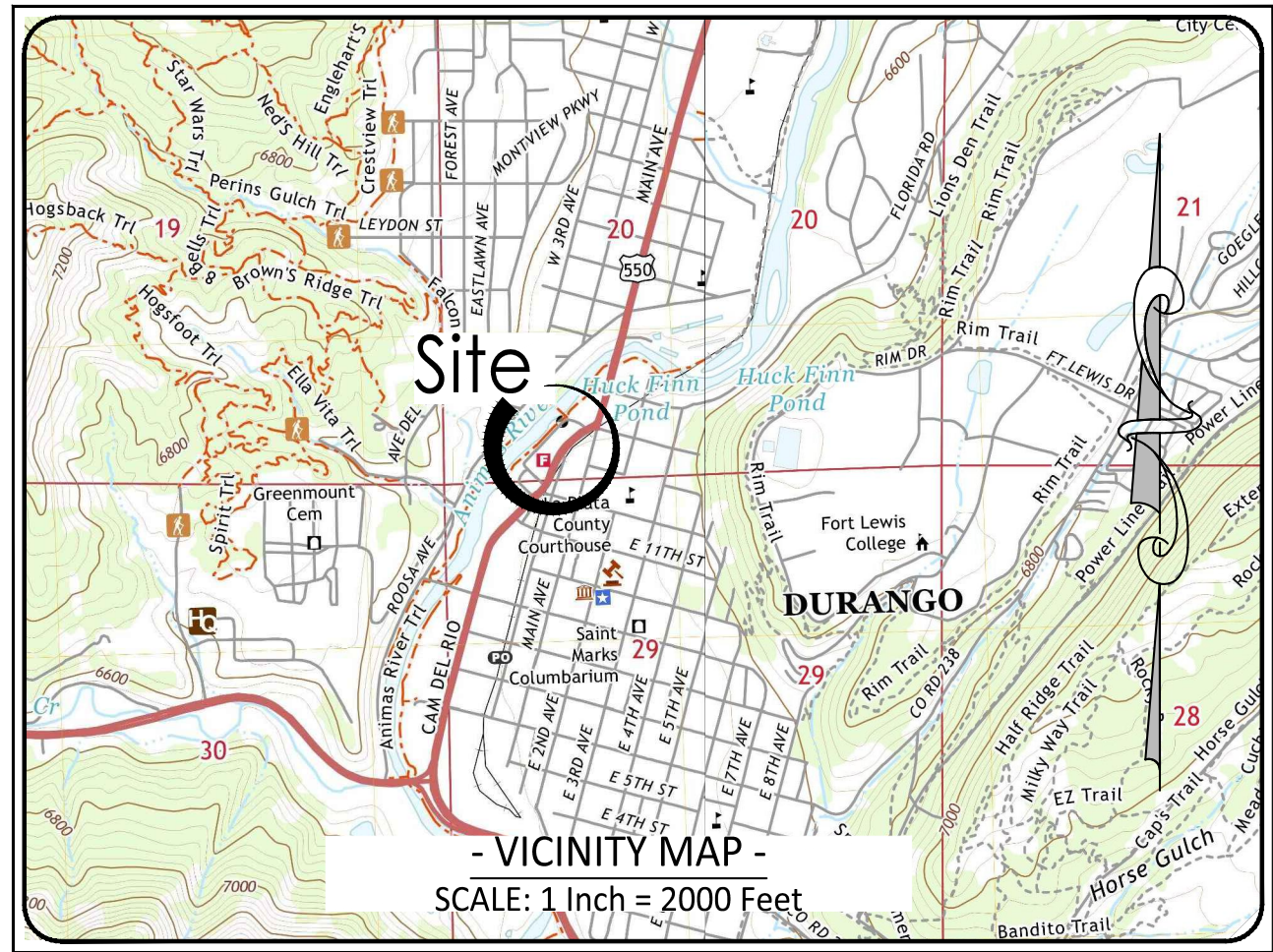
This Plat is hereby executed by the following parties:

STATE OF COLORADO)
) ss
COUNTY OF LA PLATA)

My commission expires:

Witness my hand and seal.

1. The Right of Way as shown hereon, is hereby dedicated as Public Right of Way to the City of Durango for the purpose of ingress and egress.



Area Table

Total Length of Public Rights of Way = 704 Linear Feet ±

NOTES:

- REVIEWED AND APPROVED BY:

Secretary, Durango Planning Commission	Date	Director of Public Works	Date
--	------	--------------------------	------

City Engineer _____ Date _____

La Plata Electric Association, Inc.	Date	Atmos Energy Company	Date
-------------------------------------	------	----------------------	------

Century Link	Date
--------------	------

CITY OF DURANGO APPROVAL:

Approved by the City of Durango on this _____ day of _____, 2023 A.D.

Mayor, City of Durango

City Clerk, City of Durango

SURVEYOR'S CERTIFICATE:

Timothy A. Barnett
Colorado PLS # 38404
For, and on behalf of SGM

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)) SS
LA PLATA COUNTY)

I certify that this instrument was filed in my office at _____ o'clock ____M., on the _____ day of _____, 2023 A.D. and was recorded at Reception No. _____, Fees _____

Tiffany Lee, Clerk and Recorder

By: _____
Clerk and Recorder

Deputy



Downtown Fire Station and Powerhouse Minor Subdivision

Rev	Revision	Date	By:
1			
2			
3			
4			
5			
6			
7			
8			
9			

323-340-001

According to Colorado Law, you must consent to legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than three years from the date of the certification shown hereon.

Job No. _____

Drawn by: _____ AO

Date: 8/11/2023

Approved: _____ PLS: TB

File: _____ FD-Powerhouse-MinorsSub


Location:

Durango, CO 81301

Sheet No. **1**

Of: 2

Page



CITY of
DURANGO

Downtown Fire Station and Powerhouse Minor Subdivision

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Job No. 2023-340.00									AC
Drawn by:									del
Date: 8/11/2023									TE
Approved: .. PLS:									TE
File: FD-Powerhouse-MinorSub									
Location:									
Durango, CO 81301									

Sheet No. **2**

Of: 2 Pa

I:\2023\2023-340-DurangoRCH-DFFPD\001-Survey\H-Dwgs\Surv\Dwgs\BaseMaps\FD-Powerhouse-MinorSub.dwg Plotted: 8/11/2023 4:50 PM By: Austin O'Hagan



To: Daniel Murray, AICP, Developmental Services Manager
From: Patrick Dressen, Sr Eng Tech
Date: August 29, 2023
Subject: Fire Station Powerhouse Subdivision
Project No: PR-23-00094 - DFPD Station 2

Engineering Review Memo

For: Downtown Fire Station – Powerhouse Minor Subdivision Plat
(See also, redlined copy of same plat, attached)

Daniel,
Here are my review comments on behalf of the Engineering Division.

Easement Comments

- There is an existing 13th Street / Camino Del Rio Storm Pipe Replacement design by Goff Engineering dated October 23, 2014. Sheet C2.1, excerpted from the plan, was emailed by Keith Dougherty to Tim Barnett on August 11th this year (also attached here). I believe the pipeline and detention pond cross into Lot 1. We would appreciate if surveyor Barnett could verify that these proposed improvements are within the proposed easement (below).
- The City of Durango has water, sewer and storm drain main lines crossing Lot 1. We need 20-ft wide easements for these lines with 10-ft on either side of the centerline of the pipes. Since these easements will overlap and lie very close to the northernmost point of Lot 1, we feel they may be combined into one Utility Easement and extend to this Lot corner. We suggest the following easement dimensions (I am not a surveyor. Surveyor Barnett's checking of my description would be appreciated):
 - From the northern point of Lot 1 whence the southwest corner of Section 20 bears S68°23'08"W, 1,116.29-ft., said point being the POINT OF BEGINNING,
 - Thence S46°08'12"E, 100.00-ft along the north line of Lot 1,
 - Thence N67°34'04"W, 109.36-ft to a point on the northwest line of Lot 1,
 - Thence N46°26'42"E, 40.00-ft along said northwest line of Lot 1 to the POINT OF BEGINNING.
 - An Easement Dedication Statement should be included on Sheet 1, thus: "The 100-ft by 40-ft by 109.36-ft Utility Easement, situated on Lot 1 as shown hereon, is hereby dedicated to the City of Durango, La Plata Electric Association, Atmos Energy, Century Link, Charter Communications and adjacent land owners for the purpose of ingress, egress, installation, operation, maintenance, reconstruction, improvement, replacement or removal of all existing or proposed and future utility improvements.
- The existing 6-ft Water Pipeline Easement at Book 323. Page 211 may be vacated.
- We don't feel it necessary to dedicate easements to the City over Lots 2, 3 or the Public Right-of-Way. We have rights to excavate here.

- It is assumed DFPD and the dry utility companies will review the plat and request their own easement dedications, as needed.

Plat Drafting and Survey Comments

Sheet 1 of 2

- In the Certificate of Owners, Parcel 1 cites a recorded document where Parcel 1 was created. Is there a similar recorded document where Parcel 2 legal description can be found?
- In the Certificate of Owners, Parcel 2 includes a “Less and Except” section concerning the Grant tract. It was conveyed from the City to Thomas Grant on March 15, 1984. Yet the map shows this tract owner is the City of Durango (and Surveyor Barnett has confirmed this by email). When did the tract return to the City? Is there a recorded document?
 - To further confuse the ownership, the map (Page 2) includes a reception number of 731998 – but this is a deed for a different parcel on Richard Drive.
- In the Certificate of Owners, there is a third tract which helps make up Parcel 2, a triangle north of Backcountry Experience proposed for part of the public right-of-way.
 - Does this tract have a recorded deed?
 - There is a typo in the second leg of the tract. Its length is shown as 437.547-ft. It probably wasn’t intended to show 3 decimal places.
- In the Certificate of Owners, a phrase should be added to the second-to-last sentence, thusly: “Has caused the same to be surveyed, laid out, subdivided, and designated as “Downtown Fire Station and Powerhouse Minor Subdivision, **consisting of Lot 1, Lot 2, Lot 3 and Public Street Right-of-Way.**”
- In the plat execution the line “(signature of representative)” should be replaced by “Jose Madrigal, City Manager, City of Durango.”
- The vicinity map should be zoomed in to a scale of 1” = 500’.
- Note 6, regarding subsurface utilities, is fine for the preliminary plan. It should be removed from the final plat.
- The City of Drango Approval statement should be replaced by the following:

City of Durango Approval:

“The Plat shown hereon is approved by the City Council of the City of Durango and all easements and right-of-way dedications offered to the City of Durango are hereby accepted on this _____ day of _____, 20____. Public improvements, associated with the above dedications, will be accepted by the City of Durango following completion of construction, inspection and final acceptance by the City Public Works Department.

Mayor, City of Durango

City Clerk, City of Durango

Sheet 2 of 2

- There is a symbol used for two different purposes. It is a solid black dot. It is used to denote a survey monument and adjacent parcels. Two different symbols should be used.
- Regarding a curve on the eastern subdivision boundary, Delta 1°25’41”, R=437.46, L=10.90, ChB=S29°19’58”W, ChL=52.97, is this a curve to the right or to the left?
- Curve C5 is included in the Curve Table, and it has a callout on the map. They don’t match.
- As mentioned in Sheet 1 comments, Parcel No 56650300012 shows a Reception No. 731998. This is a reception number of a deed for a parcel on Richard Drive.
- There are two subdivision corners and one interior lot line without monuments shown. These should have monuments set or found.

- There are two subdivision corners shown set within the Animas River. We prefer to have witness corners on dry land.
- There are four CDOT Points shown on the map. These should have ties to a subdivision corner.
- There are three overlapping monument symbols at the furthest eastern point of Parcel 1. They should have a close-up detail.
- In the Legend, there is a survey monument described as "Found Aliquot Monument." I think the phrase "... as described on map" should be added (since there are two shown with different descriptions).

End of Review.



Patrick Dressen, Sr Eng Tech
Engineering Division, Public Works Department

c.c. Keigh Dougherty, PE., City Engineer



Durango Fire Protection District
Prevention and Code Enforcement Division

104 Sheppard Drive • Durango, Colorado 81303 • (970)382-6001 • Fax (970)382-6028

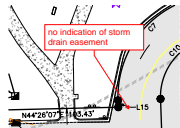
DFPD Review_2023 Prelim-FD-Powerhouse-MinorSub-Draft-230811 8-22-2023

General Comments (3)

ALL ARE ATTACHED TO:
If of Community Development Date
If of Planning & Zoning Date
If of Public Works Date
If of Public Health Date
If of Public Safety Date
If of Public Utilities Date
If of Public Works Date
If of Public Health Date
If of Public Safety Date
If of Public Utilities Date

Status: General Comments set by kakavasse on 8/22/2023 at 4:19:06 PM
Subject: Marshal
Page Label: [1] Sheet1
Author: kakavasse
Date: 8/22/2023 4:17:31 PM
Color: ■
Layer:
Space:

Correct the spelling to Marshal



Status: General Comments set by kakavasse on 8/22/2023 at 4:19:09 PM
Subject: Storm drain easement
Page Label: [1] Sheet2 Pre Plat
Author: kakavasse
Date: 8/22/2023 4:18:46 PM
Color: ■
Layer:
Space:

no indication of storm drain easement

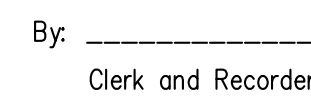
Fire & Rescue Authority, Date
shall Durango Fire Protection District
of Public Works Date

Status: General Comments set by kakavasse on 8/22/2023 at 4:19:08 PM
Subject: Update information
Page Label: [1] Sheet1
Author: kakavasse
Date: 8/22/2023 4:19:01 PM
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Durango Fire Protection District

Situated in
Sections 20 & 29, Township 35 North, Range 9 West, of the N.M.P.M.
City of Durango
La Plata County, Colorado

**-PRELIMINARY-
FOR REVIEW ONLY**



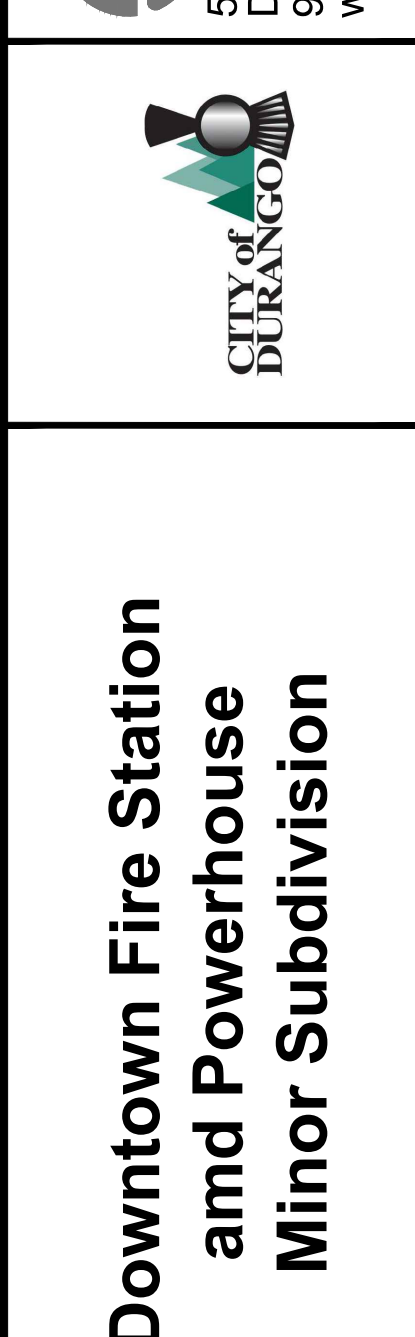
Durango, CO 81301



Graphic Scale

0 20 40 80

In U.S. Feet : 1" = 40'



CURVE TABLE						CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	18.11'	174.85'	5°56'02"	S42°40'54"W	18.10'	(C1)	18.11'	174.85'	5°56'06"	S42°40'54"W	18.10'
C2	26.73'	54.85'	27°55'33"	S23°56'43"W	26.47'	(C2)	26.74'	54.85'	27°55'42"	S23°56'43"W	26.47'
C3	12.60'	437.50'	1°39'02"	N43°12'35"E	12.60'						
C4	19.87'	674.00'	1°41'22"	S26°23'55"W	19.87'						
C5	129.03'	674.00'	10°58'07"	S20°04'11"W	128.83'						
C6	74.99'	59.57'	72°07'26"	N08°22'24"E	70.13'						
C7	119.89'	72.00'	95°24'19"	N01°29'41"E	106.51'						
C8	2.87'	24.00'	6°51'13"	N45°46'13"E	2.87'						
C9	2.88'	60.00'	2°45'08"	S47°49'16"W	2.88'						
C10	69.94'	42.00'	95°24'19"	S01°29'41"W	62.13'						

NG	CHORD LENGTH
	18.10'
	26.47'

-PRELIMINARY-
FOR REVIEW ONLY

Revision		Date	By:
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Notice: According to Colorado Law, you must commence any legal action against the provider of this survey within one year of the date you discover such defect, in no event may any legal action based upon any defect in this survey be commenced more than three years from the date of completion of the survey.

Job No. 2023-340-00 AC

Drawn by: _____

Dates: _____ PLS: _____

File: FD-PowerHouse-MinorSub

Location: _____

Durango, CO 81301

Sheet No. 2



AGENDA DOCUMENTATION
Item 11.1

Meeting Date: October 17, 2023

TO: DURANGO CITY COUNCIL **FROM: DEVON SCHMIDT, CHIEF FINANCIAL OFFICER**

SUBJECT RESOLUTION DIRECTING THE CITY MANAGER TO INCLUDE FUNDING FOR A FULL-TIME POSITION FOR MUNICIPAL COURT JUDGE IN THE 2024 BUDGET AND REMOVE FUNDING FOR THE CONTRACT FOR MUNICIPAL JUDGE SERVICES IN THE 2024 BUDGET

PURPOSE/BACKGROUND

The City Council expressed at the Budget Retreat on October 17th to discuss directing the City Manager to include funding for a full-time position for municipal court judge and no longer funding the contract for municipal judge services in the 2024 Budget.

FISCAL IMPACT

The budgeted amount in the Proposed 2024 Budget for municipal court judge services is \$94,783 the funded will be moved to full-time salaries out of contracted services as benefited position which would include benefits increasing the cost to \$130,000. The current contract expires December 31st 2023.

The position will be openly recruited, and the Human Resources department would advertise the position so there would be no executive recruitment costs. Council interview finalist and would make the final appointment.

APPLICABILITY TO STRATEGIC PLAN GOALS

Enhanced Livability and Sense of Place (ELSP)

RECOMMENDATION

This is a directive from City Council, there is no staff recommendation.

RESOLUTION R-2023-XX

A RESOLUTION DIRECTING THE CITY MANAGER TO INCLUDE FUNDING FOR A FULL-TIME POSITION FOR MUNICIPAL COURT JUDGE IN THE 2024 BUDGET AND REMOVE FUNDING FOR THE CONTRACT FOR MUNICIPAL JUDGE SERVICES IN THE 2024 BUDGET AND FURTHER DIRECTING THE CITY MANAGER TO SEEK APPLICANTS FOR A FULL-TIME MUNICIPAL COURT JUDGE

WHEREAS, The City Charter Article IV Sections 4 and 5 authorize the City Council to appoint and compensate a Municipal Court Judge; and

WHEREAS, the City Council has expressed interest in funding a full-time position for a Municipal Court Judge and no longer funding the contract for Municipal Judge services in the 2024 Budget; and

WHEREAS, the City Council has expressed interest in seeking qualified individuals to serve as the Municipal Court Judge on a full-time basis; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Durango, in a regular meeting assembled, that: the City Manager is directed to include funding for a full-time position for a Municipal Court Judge in the 2024 budget and to remove funding for the contract for Municipal Judge services in the 2024 budget and further the City Manager is directed to seek applicants for a full-time Municipal Court Judge.

Approved and adopted this 17th day of October 2023.

CITY OF DURANGO, COLORADO

By: _____
Mayor

ATTEST:

By: _____
Faye Harmer, City Clerk



AGENDA DOCUMENTATION

Item 15.1

Meeting Date: October 17, 2023

TO: DURANGO CITY COUNCIL FROM: DEVON SCHMIDT, CHIEF FINANCIAL OFFICER

SUBJECT LODGERS' TAX OUTCOME BUDGETING PROPOSALS FOR COUNCIL DETERMINATION PORTION OF LODGERS' TAX FOR THE 2024 BUDGET

RECOMMENDATION:

City Council directs what lodgers tax budget proposals should be included in the 2024 Budget.

BACKGROUND SUMMARY:

At the Budget Retreat on October 10th, the City Council received the included council determination lodgers' tax proposals for review. At the retreat, it was discussed that all proposals could be funded if the Meridian barriers were funded to purchase one trailer instead of two.

STRATEGIC PLAN ALIGNMENT:

Financial Excellence and High-Performing Government

ALTERNATIVE OPTIONS CONSIDERED:

N/A

FISCAL IMPACT:

The fiscal impact included in the 2024 Budget is a total of:

Fiscal Impact will vary depending on which proposals are approved by Council. Fiscal impact of each project is listed within the proposals. If all projects are approved with 1 trailer for Meridian barriers, the total fiscal impact will be \$397,500.

POTENTIAL ADVERSE IMPACTS:

N/A

NEXT STEPS AND TIMELINE:

Staff would include the proposals in the 2024 budget.



City of Durango Outcome Budgeting Proposal

Review Item:

Fotokite – Event Security and Crowd Monitoring Tool

Request Amount: \$41,000

Overview / Background Information

Fotokite offers a product that is in the form factor of a traditional drone, however, it is connected to a base unit by a tether which provides power. Because it has power provided through the tether, the unit can fly for an unlimited amount of time. The drone is rated to fly in all weather conditions including rain, snow, as well as winds up to 50 MPH. It can fly up to 150 feet in the air. All of these benefits make it the perfect tool to monitor large crowds and special events to ensure public safety for tourists and locals. With the frequency of special events, over 30 in 2023, in town and parades on Main Ave, this tool will be frequently used. This tool aligns with the intent of the Lodger's Tax funds as it will enhance safety and policing at arts and cultural events, and the growing attractions brought to the City of Durango through efforts funded by Lodger's Tax.

We are requesting a one-time purchase of \$41,000 to buy 1 Fotokite with an extended warranty. The Fotokite comes with a 1-year warranty, and this price includes an additional 4 years of warranty coverage (total of 5 years from purchase).

Ballot Language:

All Expenditures of Lodgers' tax revenues shall be in accordance with budgetary limitations and specific proposals submitted to and approved by the city council.

55% FOR SUSTAINABLE TOURISM MARKETING, INCLUDING
ADVERTISING AND ATTRACTING CONFERENCES, CONVENTIONS,
AND MEETINGS;

20% FOR TRANSPORTATION AND TRANSIT SERVICES, EQUIPMENT,
AND FACILITIES;

14% FOR ARTS AND CULTURAL EVENTS, PROGRAMS AND
FACILITIES; AND

11% FOR ANY OF THE ABOVE PURPOSES OR OTHER PURPOSES
RELATED TO THE IMPACTS OF TOURISM AS COUNCIL MAY
DETERMINE;

Purpose

The purpose of purchasing a Fotokite unit is to allow law enforcement to have greater awareness over events that may happen during a special event held within the City of Durango. With the large crowds that are common during events, having an eye from above can be critical in ensuring the safety of attendees and solving crimes that may happen during an event.



Finance Analysis

This purchase would be a one-time cost to buy the hardware with no recurring costs in the future.

In the 2024 regular budget process, DPD has already budgeted for and worked with the budget team to balance the requests for capital and equipment purchases for DPD. This purchase falls outside of the normal budgeting process as its implementation would allow DPD to give extra service and safety specifically to community events that are marketing for the city to bring more people. DPD is normally funded out of the general fund, we are making this proposal specifically for enhanced services to events that bring people to Durango, and there will be the added value that it is multi-faceted and can be used for other events as well, providing overall greater safety for the city.

There may be some cost savings realized through greater efficiency when using this equipment. A single officer operating this drone can monitor large areas and provide more directed response by officers on the ground. At some special events, this technology may allow us to staff the event with fewer officers. Some events in the past have required an officer or two on every block to watch for criminal activity and respond. With this technology we may be able to have less officers looking for criminal activity at the ground level, and those who are on the ground level can be directed to the areas where they are needed. At other events we may only need one officer operating the drone to actively monitor the event without needing to send officers in to patrol at all.

Impact Analysis

The impact on the citizens and visitors of Durango would be with increased public safety awareness over the many special events each year where this could be deployed. With large crowds gathering at events like Snowdown, Independence Day, Iron Horse Bicycle Classic, Animas River Days, and others, the Durango PD can actively monitor large crowds to ensure the safety of those participating in and enjoying the events.

Strategic Plan & Goal Alignment Analysis:

This purchase would advance the goal of Enhanced Livability & Sense of Place in the Strategic Plan. The Fotokite will increase public safety operational efficiency by providing law enforcement with more intelligence and operational awareness over special events as well as other opportunities where it may be deployed. Through community awareness of this equipment, along with other cameras and technology around town, the Police Department will improve community well-being by promoting the safety of events due to police participation through awareness.



Timeline Analysis:

The purchase will start and finish within the fiscal year. It is a one-time purchase of hardware which will be delivered shortly after the order is placed.

Reporting:

The success of this proposal is defined by the purchase of the product and the number of times it is deployed on a yearly basis. We anticipate that this equipment will be used routinely throughout the year, and in years to come. The Durango PD documents all drone deployments in a tracking software, and while this is not technically a drone by definition its use will be tracked in the same way.

The value of this equipment is in the video data it provides to law enforcement, which can be used to protect life, property, and prosecute criminal offenders as necessary.

Strengths / Weaknesses / Mitigating factors:

Strengths:

- The Fotokite will make the marketing and cultural events that the city hosts safer.
- It is a one-time purchase of a piece of equipment that will last for years.
- The Fotokite can be deployed countless times throughout the year, and in all conditions.
- The Fotokite can be operated by any trained officer. It does not require an FAA drone pilot license.

Weaknesses:

- There will be some initial training required for officers to deploy it.
- The drone requires an operator to be on site with it at all times while deployed. It cannot be operated remotely or left to run autonomously like a standard camera.

Mitigating factors:

- Training will be provided by the manufacturer and the use is very intuitive. End-user training is very brief and there is no added cost to train officers.
- Birds-eye monitoring of events provides greater awareness and allows officers to be more precise in their work.



City of Durango Outcome Budgeting Proposal

Review Item:

Public Event Pedestrian Safety – Meridian Anti-Vehicle Barriers

Request Amount: \$200,000; \$107,000 if full amount not available.

Overview / Background Information:

The City of Durango hosts multiple large special events each year which require the closure of areas designed primarily for vehicle traffic (roadways and public parking lots). In 2023 there were over 30 events that required the exclusion of vehicles through road closures. These public spaces are occupied by hundreds, and sometimes thousands, of people for the duration of the event and it is expected that the City will take reasonable steps to keep pedestrians separate from vehicle traffic. The City currently has no way to stop motor vehicles from intentionally or unintentionally entering these spaces. Current barricades provide a visual deterrent but are easily defeated. The purchase of Meridian Anti-Vehicle Barriers will allow the city to provide temporary and portable barriers that will stop motor vehicles from entering public spaces occupied by pedestrians during special events. This is a joint project request from Durango Parks and Recreation as well as the Durango Police Department. This proposal aligns with the intent of the Lodger's Tax funds as it will enhance safety and policing at arts and cultural events, and the growing attractions brought to the City of Durango through efforts funded by Lodger's Tax.

The request for \$200,000 covers the cost of two trailer systems plus delivery to Durango. If that amount is not possible, we would request a single trailer at the cost of \$107,000. While a single trailer worth of barricades will be a great initial investment, it will not be enough to close off a major intersection like College & Main completely.

Ballot Language:

All Expenditures of Lodgers' tax revenues shall be in accordance with budgetary limitations and specific proposals submitted to and approved by the city council.

55% FOR SUSTAINABLE TOURISM MARKETING, INCLUDING
ADVERTISING AND ATTRACTING CONFERENCES, CONVENTIONS,
AND MEETINGS;

20% FOR TRANSPORTATION AND TRANSIT SERVICES, EQUIPMENT,
AND FACILITIES;

14% FOR ARTS AND CULTURAL EVENTS, PROGRAMS AND
FACILITIES; AND

11% FOR ANY OF THE ABOVE PURPOSES OR OTHER PURPOSES
RELATED TO THE IMPACTS OF TOURISM AS COUNCIL MAY
DETERMINE;



Purpose:

The intent of this request is to purchase two trailer sets of vehicle barriers. Each set includes a trailer with 9 portable barricades, along with other accessories to set the barricades up. A trailer with 9 barricades can be fully deployed by a single person in 15 minutes.

Financial Analysis:

The purchase of these vehicle barriers is important to the Durango Police Department as well as Parks and Recreation, who hosts a majority of the public events. Due to the \$200K cost, we have been unable to incorporate them into our combined budgets for several years.

The city may be able to recuperate some cost through rental fees to other municipalities or governments in the region as the need arises. Demand for the service will be tracked in the first year of implementation.

Per Brown and Crouppen Law Firm, a law firm specializing in personal injury and Personal Injury law, the settlement for a pedestrian accident claim is approximately \$53K. "The average settlement amount for a pedestrian accident claim is \$53,510 ... The Settlement payout can easily exceed \$100K or upwards of \$1M for more serious and catastrophic injuries such as a spinal cord or traumatic brain injury." If the city were to be found liable or partially liable due to inadequate safety equipment and procedures at an event, it would only take 4 strikes at the average settlement amount to have cost recovery on 2 trailers, or 2 strikes for one trailer cost. In a crowded street event, it is feasible that one incident could cause up to or more than 4 strikes.

Impact Analysis:

The impact of these barricades may only become fully apparent when an event occurs where a barricade stops a motor vehicle from injuring or killing pedestrians participating in one of the many special events held in the City of Durango. During the most recent special event, the Autumn Arts Festival, vehicles were driving around the existing portable barricades. This is a common occurrence at other events. There is also the unmeasurable risk of a driver, either intentionally or unintentionally through something like a medical event, driving through existing barricades that are in place. The value



in having the ability to stop a vehicle from striking a pedestrian during a city approved event is hard to measure.

The goal is to reduce the number of vehicle pedestrian collisions and reduce driver speed below 25 MPH before collision with a pedestrian if there is a collision. As shown in the table here, reducing vehicle speed below 25MPH reduces the Mortality rate to 4.4%, severe injury rate to 31.9% and combined rate of 36.3%.

CHANCE OF A PEDESTRIAN BEING KILLED OR SEVERELY INJURED IN A CAR ACCIDENT

Speed (mph)	Severe Injury Rate	Mortality Rate	Combined
25	31.9%	4.4%	36.3%
30	36.8%	6.8%	43.6%
35	40.7%	10.5%	51.1%
40	42.9%	15.7%	58.6%
45	42.8%	22.9%	65.7%
50	40.1%	32.1%	72.2%
55	34.9%	43.0%	77.9%
65	20.9%	65.7%	86.6%
70	14.5%	75.3%	89.8%

Source (<https://www.moneygeek.com/insurance/auto/analysis/pedestrian-chance-of-survival/>)

Strategic Plan & Goal Alignment Analysis:

This proposal aligns with two City of Durango Strategic Goals:

Affordability & Economic Opportunity

3. Support economic vitality and advancement opportunities in ways that enhance community character and resiliency.

- Events are a key outlet for solopreneurs to gain exposure in the community. Booths and food trucks at festivals are a starting point for some businesses who later establish brick and mortar locations. Metric: Event business license applications
- Perceived and actual safety at events directly affects attendance and the City's reputation.

Enhanced Livability & Sense of Place

1.2 Increase public safety operational efficiency. Metric: number of injury / fatal crashes



3.1 Create and enhance parks, public spaces, and streetscapes as safe, inviting, and memorable places for all users. Metric: Parks and Recreation Programs (events)

- Since November 2021: 5 dead, 48 injured (total) in 6 incidents of vehicles entering parade routes. Incidents were in FL, LA, NM, OR, UT and WI.
- September 2023, Durango. Several vehicles drove around traffic control barricades and in some cases a shouting volunteer to enter the Autumn Arts Festival area. Fortunately, no attendees were in the vehicle pathway.

Timeline Analysis:

If funding is approved, the vehicle barriers will be ordered as soon as possible. We hope for delivery before the first event in 2024 (Snowdown Parade), but that may not be possible depending on build and delivery timeframes. Deployment of this new equipment will begin as soon as possible and continue indefinitely through the life of the barricades.

At this point we estimate that a total of 4 barricade trailers are needed for larger events downtown. However, it is likely that this number will be reduced by future changes to Main Avenue through the Downtown Next Steps Project. As no changes are anticipated for College Drive (6th street) or other cross streets at this time, we foresee using 2 trailers of 9 barricades each for the next 10 to 15 years.

2024 \$200,000 for 2 trailers of 9 barricades each

Or

2024 \$107,000 for 1 trailer of 9 barricades each

2025 \$107,000 for 1 trailer of 9 barricades each

Reporting:

Ultimate success is defined by an absence of injury or death caused by a vehicle, which is difficult to track, unless there is an incident.

Program success will be tracked by these factors:

- Number of times barriers are deployed.
- Decrease in time necessary to deploy barricades as staff become experienced with the equipment.



- Increase in number of barricade configurations used to accommodate additional areas using the same assets. This will come with training from the supplier and experience with this equipment in our physical spaces.
- Number of requests from partner agencies for use of barricades as a regional asset.

Strengths / Weaknesses / Mitigating Factors:

Strengths:

- One time purchase.
- The barricades are easy to set up by a single person.
- They can stop motor vehicles nearly instantly and be re-used after a strike.
- The barricades are temporary and portable, requiring no change in street design or construction.
- Barricades can be set up to allow emergency vehicle access while restricting other traffic.
- They require no maintenance, electricity, hydraulics, or batteries and come with a lifetime warranty.
- Unlike bollards, these barricades are non-lethal to the driver who strikes them in a vehicle.

Weaknesses:

- The initial cost is \$200K and has been prohibitive.
 - There are grants available that could cover this type of barrier. We are exploring the process, which has a long application cycle.
- There is some training required to set them up safely.
 - The manufacturer does provide training when the equipment is delivered for the initial end users.
 - There is a local supplier based out of Grand Junction who is available for any additional training in the future.
- The city has limited places to store the trailers if we were to purchase them.
 - The trailers and barricades are all able to be stored outdoors year-round and are a self-contained unit.



City of Durango Outcome Budgeting Proposal

Review Item:

Free Summer Parking Program

Funding Request: \$4,500

Overview / Background Information

The Free Summer Parking Program was piloted in 2023 as a response to community feedback about the desire for free parking options for downtown employees. It was launched as a pilot to redistribute parking to low-demand areas of downtown. The program successfully filled the low-demand metered parking west of Narrow Gauge Avenue on 7th, 8th, and 9th Streets during a high occupancy time of year in the Central Business District.

Ballot Language:

All Expenditures of Lodgers' tax revenues shall be in accordance with budgetary limitations and specific proposals submitted to and approved by the city council.

55% FOR SUSTAINABLE TOURISM MARKETING, INCLUDING
ADVERTISING AND ATTRACTING CONFERENCES, CONVENTIONS,
AND MEETINGS;

20% FOR TRANSPORTATION AND TRANSIT SERVICES, EQUIPMENT,
AND FACILITIES;

14% FOR ARTS AND CULTURAL EVENTS, PROGRAMS AND
FACILITIES; AND

11% FOR ANY OF THE ABOVE PURPOSES OR OTHER PURPOSES
RELATED TO THE IMPACTS OF TOURISM AS COUNCIL MAY
DETERMINE;

Purpose

This request would continue the Free Summer Parking Program, which proved very successful in 2023. The funding will offer free parking to downtown employees during the busy summer months and redistribute parking to low occupancy meters in the Central Business District by reimbursing the Transportation Enterprise Fund for lost meter revenue.



Finance Analysis

The highest income from these blocks over the last 5 years (2020 not included due to COVID) was \$2,832.40 during the three months affected in 2021. The request is made to replace that lost income with a small buffer to accommodate signage, marketing, and labor.

The following table shows the average monthly occupancy in 2023 for the affected blocks, clearly showing that the spaces were used at a high level compared to the previous months.

Block	January Average Occupancy	February Average Occupancy	March Average Occupancy	April Average Occupancy	May Average Occupancy	June Average Occupancy	July Average Occupancy	August Average Occupancy
200 W 7 th St	2%	8%	4%	0%	4%	78%	72%	85%
200 W 8 th St	18%	3%	6%	11%	14%	86%	80%	86%
200 W 9 th St	13%	7%	14%	16%	36%	95%	96%	90%

Impact Analysis

- The program provides a free parking option in a convenient location for downtown business employees.
- The program alleviates stress on the high-demand parking spaces in the Central Business District during the busiest summer months.
- This program has the potential to have a long-term impact on resident parking habits.

Strategic Plan & Goal Alignment Analysis:

Effective Infrastructure Network

- Advances community accessibility
- Improves resident satisfaction of transportation system

Timeline Analysis:

The program will run from June 1-August 31, 2024.

Reporting:

High occupancy at these underutilized metered spaces will indicate success of the program.

Vacancy and occupancy data will be tracked through the program.



Strengths / Weaknesses / Mitigating factors

- + The program provides downtown employees with a free and convenient parking option.
- + The program alleviates demand on high-occupancy, more expensive meters in the Central Business District and redistributes parking to more underutilized spaces.
- Historic data does not indicate that long-term behaviors were changed as a result of this program. High vacancy rates returned at these locations as soon as meter collection resumed.



City of Durango Outcome Budgeting Proposal

Review Item:

Free Fare Transit Summer

Funding Request: \$115,000

Overview / Background Information

Under this proposal, the Free Fare Transit program will return for its second year during June, July, and August 2024. The summer months correlate to higher traffic congestion and high ozone season in our region. The Free Fare program is designed to remove barriers and encourage the use of public transportation, to improve traffic congestion, and to reduce ground level ozone. In 2023, Durango Transit's Free Fare Transit program saw a 22% increase in overall ridership over 2022, offering 123,507 rides within the three-month period.

Ballot Language:

All Expenditures of Lodgers' tax revenues shall be in accordance with budgetary limitations and specific proposals submitted to and approved by the city council.

55% FOR SUSTAINABLE TOURISM MARKETING, INCLUDING
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FACILITIES; AND

11% FOR ANY OF THE ABOVE PURPOSES OR OTHER PURPOSES
RELATED TO THE IMPACTS OF TOURISM AS COUNCIL MAY
DETERMINE;

Purpose

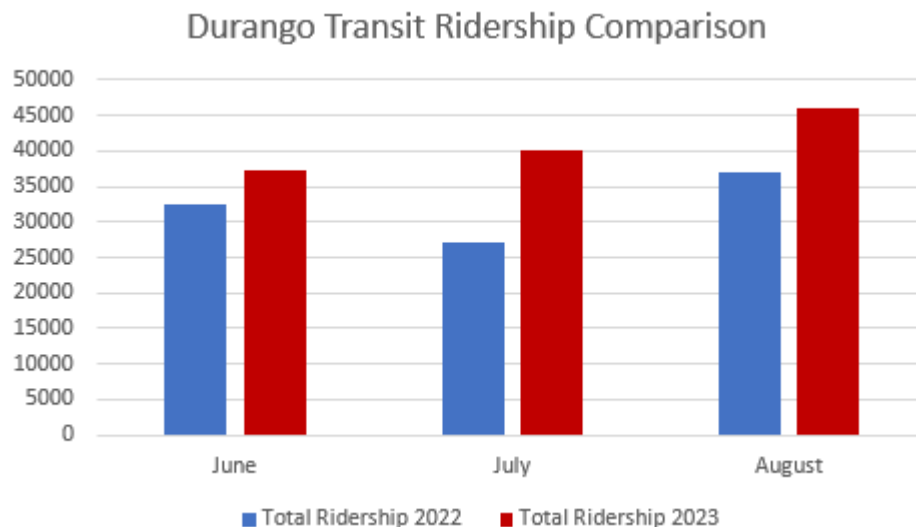
This request continues Durango Transit's Free Fare Summer, which proved very successful in 2023. The funding will be directly responsible for increasing transit ridership and will remove barriers to accessing affordable transportation. The funding request reimburses the Transportation Enterprise Fund for lost farebox revenue.



Finance Analysis

- Based on historic farebox/pass sales revenue averages between June 1-August 31, the loop routes generate an average of \$32,140, the trolley route generates \$51,189, and the Dial-A-Ride Opportunity Bus service generates \$750. The total farebox revenue estimation for June, July, and August 2023 was \$84,079.
- Trolley revenue in the first five months of 2023 is up 17% over 2022. Loop route revenue is up 61% over 2022, based on increased overall ridership and the addition of two new loop routes.
- Applying that percentage increase to estimated revenue in 2024, we anticipate to generate \$59,891 in trolley revenue and \$51,745 in loop route revenue from June 1-August 31, 2024. The DAR farebox revenue is anticipated to remain the same at \$750.
- The total amount of anticipated farebox and pass sales revenue from June 1-August 31, 2024 is \$112,387.
- Other costs include:
 - Additional cleaning of transit fleet (steam cleaning seats) \$1500
 - Marketing \$1200

Impact Analysis



- Overall ridership increased 22% during the Free Fare Summer in 2022. During June, July and August of 2023, Durango Transit provided 123,507 rides compared to 96,585 rides during the same time frame in 2022
- Removing the barrier of transit fare is enough to motivate new riders to give transit a try and allows frequent riders the ability to have more expendable income.



- Feedback received after free fare summer:

(how kind and nurturing to the people THAT is real love!)

It really helped me to get to and from work as well as other places such as the gym for fitness

It's nice to have a community that strives on taking care of each other.

Verifiable impact metrics

- Transit ridership data
- Qualitative survey data

Strategic Plan & Goal Alignment Analysis:

Effective Infrastructure Network

Environmental Sustainability and Resilience

- Advances community accessibility
- Improves transit connectivity to Durango's amenities and services
- Introduces more users to transit
- Reduces the city's carbon footprint and reduces transportation-related emissions by encouraging mode shift from single-occupancy vehicle
- Improves resident satisfaction of transportation system

Timeline Analysis:

The project will last from June 1-August 31.

Reporting:

Ridership data will indicate the success of this program.



City of Durango Outcome Budgeting Proposal

Review Item:

Public Art Incorporated into Schneider Park and Animas River Trail Improvements

Funding Request: \$80,000.

Overview / Background Information

The Creative Economy Commission (CEC) and Durango Creative District (DCD) are strategically collaborating with large infrastructure projects to integrate public art into their construction. Working with Parks & Rec, the CEC and DCD have identified two locations that are perfect candidates for public art:

1. The Schneider Park updates, including new pickle ball courts.
2. The Animas River Trail updates between the Double Tree and Santa Rita and / or south of Santa Rita to Nature's Oasis.

Ballot Language:

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11% FOR ANY OF THE ABOVE PURPOSES OR OTHER PURPOSES
RELATED TO THE IMPACTS OF TOURISM AS COUNCIL MAY
DETERMINE;



Purpose

The intended outcome is to incorporate public art into the construction of two large infrastructure projects taking place in 2024.

The new Schneider Park development will focus on the recommendation from Parks and Rec & CIP staff to focus on creative, functional, artistic bike racks in up to two locations at the park.

The Animas River Trail art will potentially include 1 – 2 murals, creative lighting, sculptures, interactive art, amongst other place-based artistic elements.

The timing of this is to ensure that public art is added during the construction phase of these projects.

Finance Analysis

\$20,000 will be put towards the Schneider Park project.

\$60,000 will be put towards the Animas River Trail improvements.

Impact Analysis

Thousands of trail and park users would benefit from the addition of public art in these spaces. We estimate that 1,250 people use the Animas River Trail daily. Through installation of these projects, we estimate that 1,250 people will view them daily, correlating to 450,000 views annually. We anticipate the structures to last for 25 years which will correlate to 11,250,000 views over the life of the project.

The inclusion of public art in these natural and recreational spaces not only enhances their visual appeal but also promotes well-being by providing individuals with opportunities for artistic engagement in outdoor settings, fostering a deeper appreciation for the environment and contributing to the overall health and happiness of Durango citizens and visitors.



Strategic Plan & Goal Alignment Analysis:

Enhanced Livability & Sense of Place

2. Improve operational and financial viability of amenities including Durango Public Library, Parks and Recreation and work of Creative Economy Commission

2.2 Enhance Durango's arts and culture scene and collaborate with regional and statewide partners to build awareness.

3. Enhance Durango's sense of place in ways that celebrate the community's character, cultural heritage, outdoor roots, access to nature, and unique amenities

3.1 Create and enhance parks, public spaces, and streetscapes as safe, inviting, and memorable places for all users.

3.3 Design and allocate resources to construct improvements to downtown Durango and other mixed-use districts throughout the City.

Diversity, Equity, Inclusion

1. Foster strong partnerships and engagement with community groups

1.1 Incorporate Effective Community Outreach, establishing points of connection with the different community groups included but not limited to, Black, Indigenous, People of Color, LGBTQ+, undocumented immigrants, disabled, houseless, those with mental illness, seniors, and other under-represented communities.

Timeline Analysis:

Project installation will take place in 2024.



Planning, design, and the call to artists will begin in 2023 with the work scheduled to be completed in 2024 in alignment with Parks and Rec construction schedule.

Reporting:

The success of this project will be defined by a minimum of two art pieces being installed at two separate locations: one at Schneider Park and one along the Animas River Trail areas being improved.

The CEC has already approved by motion the installation of art at Schneider Park and along the Animas River Trail. There will be a group of CEC, DCD, Parks and Rec, and likely a community member at large reviewing the submitted applications and responses to the call to artists in order to select artwork for the two locations.

Strengths / Weaknesses / Mitigating factors

- + Public art will enhance the design and aesthetic of these projects.
- + Strategic inner-departmental collaboration to ensure public art is added during project construction.
- + Will add at least two new pieces of art to the City of Durango's public art collection.



City of Durango Outcome Budgeting Proposal

Review Item:

2024 City of Durango e-Bike Rebate Program (Lodgers Tax City Council Determination Funds)

Request Amount: \$50,000

Overview / Background Information

Visitation has a direct impact on the transportation experiences of residents. As evident by the process of developing ballot language for the 2022 vote on Lodgers Tax overage (<https://www.durangogov.org/1630/2022-election>), housing and transportation affordability have consistently been identified by citizens as the priority areas that Lodgers Tax funding be used to address. The 2023 e-bike rebate program was an innovative and widely successful program that addresses these issues.

As outlined in a recent NREL analysis (<https://www.nrel.gov/docs/fy23osti/86388.pdf>), e-Bikes are increasingly being recognized as a cost-effective, reliable, and more environmentally friendly mode of transportation in Colorado, especially for trips that are less than 5 miles. The 2023 State of E-Bikes in Colorado report from CoPIRG (<https://pirg.org/colorado/articles/2023-state-of-e-bikes-in-colorado/>) E-bike rebate programs have been very well received across a wide range of Colorado communities.

Compared to personal vehicles, e-bikes reduce traffic, parking congestion, and tailpipe emissions. E-bikes do not have associated insurance or gas costs and do not require a driver's license. Compared to traditional bicycles, e-bikes are quicker and easier to use in hilly terrain for a wider range of people. E-bikes are an excellent mode of transportation, especially for lower-income residents, and increasing their adoption supports goals outlined in the City's Sustainability Plan, Multimodal Transportation Plan, Comprehensive Parking Management Plan, Strategic Plan, and Community-Wide Comprehensive Plan.

Ballot Language:

55% FOR SUSTAINABLE TOURISM MARKETING, INCLUDING ADVERTISING AND ATTRACTING CONFERENCES, CONVENTIONS, AND MEETINGS;

20% FOR TRANSPORTATION AND TRANSIT SERVICES, EQUIPMENT, AND FACILITIES;

14% FOR ARTS AND CULTURAL EVENTS, PROGRAMS AND FACILITIES; AND

11% FOR ANY OF THE ABOVE PURPOSES OR OTHER PURPOSES RELATED TO THE IMPACTS OF TOURISM AS COUNCIL MAY DETERMINE;



Purpose

Continue, and expand, the e-bike rebate program in 2024. The 2024 program would focus on income-qualified individuals only.

Finance Analysis

The inaugural 2023 program had nearly 200 applicants. With \$25,000 from the City of Durango and \$25,000 matching funds from CDOT. For 2023, the program is on track to provide the following through the end of the year:

- Approximately \$8,800 in rebates to 35 general applicants (\$4,914 spent on 22 awards as of mid-September).
- \$33,800 in rebates to 26 income qualified applicants (\$25,359 spent on 19 awards as of mid-September)
- \$6,284 in awards to rental and bike-share service programs that provide service to individuals below the area median income.

The 2023 program had significantly more applicants than the program funding could provide.

- 60 general applicants were not able to be awarded (equivalent to \$18,000 in additional funding needed)
- 43 income-qualified applicants were not able to be awarded (equivalent to \$63,000 in additional funding needed)

Staff are researching if grant funding would be available in 2024 through CDOT the CO Energy Office, or other state or federal programs. The ability to demonstrate existing program match funding is a crucial piece of most grant applications.

Impact Analysis

A recent survey of Durango's program participants showed the average rebate recipient rode their bike 21.7 miles per week and a majority reported that the bike has "significantly reduced the amount they use their vehicle (several trips per week)". These results are consistent with surveys of other communities' programs as described in the above references.

See appendix data for qualitative impact survey responses.

The 2023 e-bike rebate program has provided:



- Improved transportation reliability for income-qualified and less physically able residents (equity).
- Reduced strain on parking by reducing hundreds of cumulative vehicle trips per week across all rebate recipients.
- Reduced greenhouse gas (GHG) emissions by an estimated 13.5 metric tons.
- Supports the primary principles for the Transportation sector of the City's Sustainability Plan:
 - All members of, and visitors to, our community have access to a fully connected and accessible transportation network that provides outstanding transit, bicycle, and pedestrian options throughout Durango and its surrounding areas.
 - Individuals and organizations choose transit, bicycle, pedestrian, various other transportation methods, or zero-emissions vehicles, instead of driving alone in traditional fuel-powered vehicles.
 - See Appendix for citizen responses to survey for individual impact.

Strategic Plan & Goal Alignment Analysis:

- ESR 1 – Reduce the City's carbon footprint
 - A conservative estimated of 500 lbs. or CO2 emissions per rebate recipient.
- EIN 1 - Mobility: Accessibility, Transit, and Streets System
 - Increase mobility access for residents without regular access to a reliable vehicle and those who face physical barriers for walking or using a traditional bicycle.
- AEO 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 (*though transportation affordability is not directly called out in this goal, there is a direct link between affordable and reliable transportation and housing affordability*).
 - Owning and operating a traditional vehicle costs a typical resident approximately \$5,000 per year. Providing alternative transportation options, especially an option that has the ability to completely replace the need for a vehicle.

Timeline Analysis:

- Applications will be accepted in May 2024 and distributed from June to December. We expect to spend the full \$50,000 allocation by December 31 2024.

Reporting:

- Rebate recipients are asked to report on their bike odometer readings and number of trips, which can be used to calculate vehicle miles reduced and vehicle trips reduced as well as quality of life impacts.
- Rebate awards are closely tracked through standard financial payment system which requires income verification and proof of purchase.



Strengths / Weaknesses / Mitigating factors

Strengths:

- + 2023 program was very successful in terms of community member interest (200 applicants represents approximately 1 out of 40 regional households) and qualitative reported benefits on vehicle trips reduced and improved quality of life (see survey responses attached below).
- + 2023 had matching fund from CDOT that contributed to a higher impact of the City's funds.
- + The 43 unfunded income-qualified applicants from 2023 shows that additional funding is needed to create a larger impact as measured above.
- + Administration of program is already established.
- + \$1,250 average per-person investment can significantly help lower-income residents save significantly on vehicle related transportation costs and reduce parking strain.

Weaknesses

- Impact analysis depends on self-reporting from rebate recipients.
 - o Likely cannot be fully mitigated given the inherent challenges of collecting transportation data.
- Full funded program funding would require more than the requested amount, and so a lottery system must be used.
 - o Mitigated by continuing the program for multiple years
- Unclear what kind of funding would be offered by the state of Colorado that would potentially overlap with this program.
 - o Mitigated by adjusting the program to fill gaps that exist in state programs



APPENDIX

Survey responses to question: "What has been the most enjoyable or most helpful thing about using your e-bike to get around Durango?"

- Avoiding parking issues and getting outside more, reducing congestion at daycare drop off and pick up and downtown parking is easier. Reducing traffic congestion during summer tourist season for events downtown.
- Avoiding the busy traffic in the mornings.
- Don't have to hassle with parking. Also, easy to ride back up Goeglein Gulch from downtown.
- Bikes are fun!
- I love my commute to and from work now. It's been such a game changer!!
- It allows me to ride a bike on the hills without dying.
- Getting around and enjoying the scenery.
- Not dealing with traffic.
- Not dealing with parking, fresh air in my lungs, instant opportunities to change my direction and visit or stop to talk to friends, saving on gas, and I usually get where I'm going quicker.
- We are down a car this year so it is invaluable in getting where we need to go.
- Not driving my truck.
- Saving money on gas. Knowing that it environmentally friendly.
- Using the Animas River Trail to get anywhere in town without vehicles, it's much safer and more fun.



- Being able to ride up all the hills around Durango.
- It is very comfortable and fun to ride, but the best part is now we have 2 ebikes so my wife and I can ride around together without having to share or decide who is driving that day
- Being able to explore around town on a bike, with my son. We mostly use it for trips along the river on the river trail
- Short trips are how I have been using it.
- Ease of parking
- I never drive my car. I try to buy only one tank of gas a month. I haven't filled my car since about the first of August.
- The river trail makes it easy to get most places--and it's a great view of the river, so the experience of biking places is great. Having storage on the bike is helpful
- It's helped with getting to work on time.
- Just getting some exercise and enjoying the outdoors.
- It's convenient, especially with shorter trips.
- my ride home is now my Happy Hour after work before arriving home
- I CAN TRANSPORT MY GRANDKIDS
- the uphill have never been Easier!