

**MEMORANDUM OF UNDERSTANDING  
CITY OF DURANGO AND DURANGO FIRE PROTECTION DISTRICT  
RIVER CITY HALL PROPERTY NEGOTIATIONS**

THIS MEMORANDUM OF UNDERSTANDING (herein after "MOU") is made and entered into this 5<sup>th</sup> day of July, 2022, by and between DURANGO FIRE PROTECTION DISTRICT, a special district and political subdivision of the state of Colorado (hereinafter "District") and the CITY OF DURANGO, COLORADO, a Municipal Home-Rule Corporation (hereinafter "City").

WHEREAS, the City is the owner of Parcel #5665-203-00-002, County of La Plata, State of Colorado, consisting of approximately 2.53 acres, commonly known as River City Hall (hereinafter "Property"); and

WHEREAS, the City is also the owner of adjacent property, Parcel #5665-203-00-018, County of La Plata, State of Colorado, consisting of approximately 3.15 acres (hereinafter the "Adjacent Property"); and

WHEREAS, the District has determined that a portion of the Adjacent Property which does not include the main Powerhouse/Science Center building and surrounding area may be needed for development of a downtown fire station and other uses and the City is willing to evaluate and consider the use of that property for the stated purposes; and

WHEREAS, the Durango City Council on May 24, 2022 authorized the City Manager and City Attorney to negotiate a MOU with the District to begin negotiations with the District, for the District to acquire and utilize the Property for the District's downtown fire station and other District uses; and

WHEREAS the City and the District have agreed to immediately commence negotiations to allow the District and City to evaluate the Property and a portion of the Adjacent Property (collectively hereinafter the "Downtown Station Site") and to designate a period of one year to work in good faith on an agreement to allow the District to obtain and use the Downtown Station Site as described herein; and

WHEREAS, the time period for the negotiations as provided herein may be amended by mutual agreement if the parties reach an acceptable agreement prior to the conclusion of one year or if more time is needed to reach an acceptable agreement; and

WHEREAS, the time period for the negotiations as provided herein may be terminated by either party with a written 45 day notice if either party determines in good faith that the negotiations are unlikely to result in an agreement as described herein; and

WHEREAS, if either party issues a 45-day notice of intent to terminate the agreement, a joint meeting between the City Council and Durango Fire Protection District Board of Directors must be held within 14 days of issuance of the 45 day notice to terminate the agreement to discuss the reasons for termination; and

WHEREAS, the intent of both parties is to be transparent to the public with the process and discussions; bi-monthly joint meetings will be held to provide updates to both the City Council and Durango Fire Protection District Board of Directors, as well as the public, provided by the Fire Chief and City Manager.

WHEREAS, the parties agree to develop a timeline estimate for the processes involved in these negotiations, as soon as possible. There are many complicated processes that involve multiple steps, some of which are yet unknown. As each challenge is identified and prioritized, it will be given an estimate of time to accomplish. These time estimates will be communicated at the scheduled joint, bi-monthly updates.

WHEREAS, during the negotiating period the District will not pursue any land use applications, construction plans or submittals for a downtown fire station outside of the Downtown Station Site; and

WHEREAS, during the negotiating period the District and the City shall initiate an analysis to determine the feasibility of developing the Downtown Station Site for a joint District fire station and City police station, or solely as a District fire station; and

WHEREAS, during the negotiating period the District and the City shall initiate design ideas and public meetings to gather public input on conceptual site plan alternatives that appropriately integrate the proposed facility into the Animas River Corridor and with the adjacent Powerhouse property; and

WHEREAS, each of the Parties desires to receive fair market value compensation for all properties that may be involved as determined by commercial real estate appraisals; and

WHEREAS, the City is willing to negotiate for terms of a land transfer that may include cash considerations and/or trade of lands that are mutually beneficial to each party; and

WHEREAS, during the negotiating period the District and the City agree to share all available data and information for properties and lands under consideration for inclusion in the terms of a land transfer; and

WHEREAS, it is necessary for the City and District to enter into a MOU to set forth the intent of the above with respect to the desired land transfer; and

NOW, THEREFORE, the City and District hereby agree to enter negotiations as described herein, with a goal of negotiating terms of a transfer of the Downtown Station Site to the District for use as a downtown fire station on terms acceptable to and approved by the governing bodies of both parties.

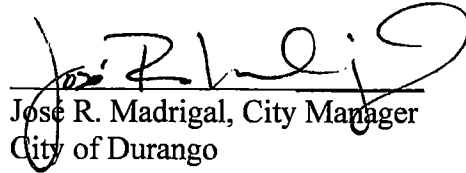
IN WITNESS WHEREOF, the parties have executed this MOU the day and year first above written.

Durango Fire Protection District



Hal Doughty, Fire Chief  
Durango Fire Protection District

City of Durango, Colorado, a Municipal  
Home-Rule Corporation



José R. Madrigal, City Manager  
City of Durango