

ALAMOSA CITY COUNCIL

Regular Meeting Agenda

Council Chambers and Zoom Video Webinar
300 Hunt Avenue, Alamosa, CO
April 2, 2025

Mission Statement: We are committed to providing balanced, effective and efficient public services for our residents, visitors and businesses by cultivating a vibrant, resilient and livable city.

Any person needing reasonable accommodation to attend or participate in a public meeting, please contact the Alamosa City Clerk's office by telephone (719) 589-2593, by email cityclerk@ci.alamosa.co.us, in person at 300 Hunt Avenue, or by mail at POB 419, Alamosa, CO 81101.

Zoom Webinar Link: <https://us02web.zoom.us/j/84807040356>

Dial-In Number: +1 719 359 4580 US | Webinar ID: 848 0704 0356

7:00 PM - Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA APPROVAL

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

- A. Audience Comments
- B. Follow-Up

V. CEREMONIAL ITEMS

- A. Proclamation: Sexual Assault Awareness Month
- B. Proclamation: Child Abuse Prevention Month
- C. We Love Our National Park Pledge
- D. Introduction and Oath of Office: Frank Wirth, Fire Chief

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

- C.3.a. First Reading, Ordinance No. 2-2025, an ordinance approving a Memorandum of Understanding between Adams State University and the City of Alamosa Police Department for short-term mutual aid.
- C.3.b. First Reading, Ordinance No. 3-2025, an ordinance approving a Memorandum of Understanding between United States Marshals Service and the Alamosa Police Department for support during Fugitive Apprehension Operations

- C.4.a. First Reading, Ordinance No. 7-2025 an ordinance approving an Intergovernmental Agreement between the Alamosa Local Marketing District and the City Of Alamosa for joint use of the City's Mobile Event Stage
- C.4.b. First Reading, Ordinance No. 8-2025 an ordinance approving an Intergovernmental Agreement between the Pueblo City-County Library District (PCCLD) and the City Of Alamosa for use of equipment and implementation of the PCCLD Shared Memories Project
- C.7.a. Approve Minutes of Meeting March 19, 2025
- C.8.a. Resolution No. 5A-2025, amended legal description for Walsh Hotel transaction
- C.11.a Resolution No. 7-2025; A resolution authorizing the Mayor, Mayor Pro-Tem, or City Manager to execute a deed to Lots 4 And 5, Boys and Girls Club Replat, City Of Alamosa, Colorado

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies

- 1. Annual Update from Outside Funding Partner: South Central Colorado Seniors

B. Business Brought Forward by City Staff

1. Development Services

- a. Request for Fee Waivers for Little Learners
- b. First Reading, Ordinance No. 6-2025, an ordinance amending the Unified Development Code to establish Form-Based Review Standards and implementing those standards for certain multifamily uses
- c. First Reading, Ordinance No. 5-2025, an ordinance amending Section 21-4-504(e) of the *Code of Ordinances of the City of Alamosa* to provide for security exceptions to the prohibition of razor wire fencing
- d. Presentation on Adams State University's Downtown Intern Program
- e. Annual Water Usage and WaterSmarts Presentation

2. City Clerk/Municipal Court

- a. Public Hearing and Second Reading, Ordinance No. 4-2025, an ordinance amending Section 10-197 of the Code of Ordinances of the City of Alamosa to provide for alternative qualifications for security guards to carry firearms
- b. Resolution No. 6-2025; A resolution amending the composition of all of the City of Alamosa Advisory Boards and Committees to include a youth representative on each board and committee
- c. First Reading, Ordinance No. 9-2025 an ordinance amending the composition of the Historical Preservation Advisory Committee to add a voting youth representative position

C. Committee Reports

D. Staff Announcements

COUNCIL COMMENT

ADJOURNMENT

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Proclamation: Sexual Assault Awareness Month

ATTACHMENTS:

Description	Type
▢ Sexual Assault Awareness Month	Proclamations

Sexual Assault Awareness Month

Proclamation

Throughout the City of Alamosa, Colorado, where the spirit of unity between Tu Casa, Inc. and San Luis Valley Behavioral Health Group prevails, in recognition of Sexual Assault Awareness Month (SAAM) we call attention to the fact that sexual violence is widespread and impacts every person in every community. SAAM aims to raise public awareness about sexual abuse, harassment, and assault and educate communities about how to be involved in important prevention work.

This year's SAAM campaign theme, *Together We Act, United We Change*, emphasizes the importance of communities working together to prevent sexual abuse, assault, and harassment through education and action. This year's campaign seeks to unite communities in uplifting the voices of survivors. Ending sexual abuse, assault, and harassment requires more than an individual action—it requires an entire community working together to promote safety and well-being. Together we have the power to build a future free from violence, where all individuals feel safe, valued, and respected.

WHEREAS, over 53% of women and over 29% of men reported experiencing contact sexual violence in their lifetime (Chen, et al., 2023).

WHEREAS, key findings from the #MeTOO2024 report shows roughly 1 in 4 U.S. adults, or more than 68 million people, experienced sexual harassment or assault in the past year alone (Plaisance, 2024).

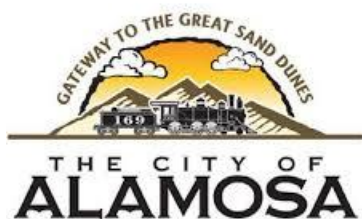
AND WHEREAS, most victims — 87% of women and 89% of men — did not disclose their experiences to anyone, highlighting the need for improved support and accountability systems.(Plaisance, 2024).

As such, we must strive to create strong, connected communities that uplift survivor voices, take action to promote community education and awareness, and work together to change our society so it is safe and healthy for all.

The *Together We Act, United We Change*, campaign is an opportunity for our community to join with others around the world in committing to prevent sexual abuse, assault, and harassment.

I encourage our community to take action to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

NOW, THEREFORE, I, Mayor Coleman, do hereby proclaim April 2025 as Sexual Assault Awareness Month in the City of Alamosa.



**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Proclamation: Child Abuse Prevention Month

ATTACHMENTS:

Description	Type
▢ Child Abuse Prevention Month Proclamation	Proclamations



Proclamation

Child Abuse Prevention Month

WHEREAS, in Federal fiscal year 2023, nearly 3.1 million children received either an investigation response or alternative response; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of Colorado; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Tyler Coleman, Mayor of the City of Alamosa, do hereby proclaim April 2025 as NATIONAL CHILD ABUSE PREVENTION MONTH in the City of Alamosa and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Adopted this 2nd day of April, 2025

Ty Coleman, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

We Love Our National Park Pledge

ATTACHMENTS:

Description	Type
📎 Pledge	Backup Material

We Our National Park Pledge

I pledge to be a responsible steward of Great Sand Dunes National Park & Preserve and Alamosa

- ♥ I will follow the *Care for Colorado* Leave No Trace principles and encourage others to do the same
- ♥ I will be prepared – I will check conditions, bring the right gear, and know my limits in the high-altitude environment.
- ♥ I will honor the Night Sky – I will minimize light pollution so everyone can experience the brilliance of the stars.
- ♥ I will practice kindness – I will be courteous to park staff, fellow visitors, and local businesses, helping to keep Alamosa's welcoming spirit alive.
- ♥ I will give back – I will support local businesses, thank park employees, and participate in community stewardship efforts.
- ♥ I will share the message – I will lead by example and inspire others to care for our public lands.

I make this pledge to help protect and preserve Great Sand Dunes National Park and Preserve, and all public lands for future generations.

Signature: _____ Date: _____

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 2-2025, an ordinance approving a Memorandum of Understanding between Adams State University and the City of Alamosa Police Department for short-term mutual aid.

Recommended Action:

Approve Ordinance No. 2-2025 on First Reading, and set for Second Reading and Public Hearing on April 16 2025, at 7:00 p.m. or as soon thereafter as the matter may be heard.

Background:

Law enforcement agencies, especially in rural areas, often call upon each other for mutual aid during minor or major incidents when emergencies arise due to natural or artificial disasters or hazardous situations. Colorado Constitution and law allows agencies to enter into Memorandums of Understanding to allow agencies to cross jurisdictional boundaries and provide assistance while maintaining their adherence to their respective policies, rules and procedures.

Issue Before the Council:

Does Council wish to approve the MOU on First Reading and set for a public hearing an MOU between Adams State University Police and the Alamosa Police Department?

Alternatives:

1. **(recommended alternative):** Approve Ordinance No. 2-2025 on first reading.
2. Reject the ordinance, and direct the APD to continue to operate as they currently do in providing assistance.
3. Provide other direction to staff.

Fiscal Impact:

There is no fiscal impact.

Legal Opinion:

The City Attorney will be present for questions.

ATTACHMENTS:

Description	Type
☐ Ordinance 2-2025 APD/ASUPD mutual aid IGA	Ordinance
☐ IGA between APD and ASUPD for mutual aid	Exhibit

ORDINANCE NO. 2- 2025

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS STATE UNIVERSITY AND THE CITY OF ALAMOSA POLICE DEPARTMENT FOR SHORT-TERM MUTUAL AID.

WHEREAS, Law enforcement agencies, especially in rural areas, often call upon each other for mutual aid during minor or major incidents when emergencies arise due to natural or artificial disasters or hazardous situations; and

WHEREAS, The agreement contemplated by the MOU attached to and approved by this ordinance will allow the Alamosa Police Department to cooperate with the Adams State University Police Department in areas where their jurisdictions and personnel overlap; and

WHEREAS, Part 2 of Article 1, Title 29 and Sections 29-5-101 through 29-5-109 of the Colorado Revised Statutes (the “C.R.S.”) encourage and authorize intergovernmental agreements for the joint and cooperative provision of public services; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, Council considers it is in the best interest of the citizens of Alamosa to provide for a formal agreement for cooperation between the Alamosa Police Department and the Adams State University Police Department;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement attached to this Ordinance is hereby adopted and approved, and the Chief of Police is directed to execute the Agreement on behalf of the City of Alamosa.

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City’s website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

Section 6. Non-Codification. The City Clerk is directed not to codify the provisions of this ordinance in the *Code of Ordinances of the City of Alamosa*.

INTRODUCED, READ AND APPROVED on first reading the 2nd day of April, 2025, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 16th day of April, 2025, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the Public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 16th day of April, 2025.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

Memorandum of Understanding

Agreement Between the Adams State University and the City of Alamosa For Mutual Aid in the County of Alamosa, State of Colorado.

This Agreement is made and entered into on **January 1, 2025**, by and between both parties to provide mutual aid to prevent, alleviate, or combat the effects of minor or major incidents. These emergencies may result from natural or artificial disasters or hazardous situations.

WHEREAS:

1. This agreement is made between the Adams State University Police Department and the Alamosa Police Department and constitutes a form of mutual aid. Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section §§ 29-1-201, et seq., encourage, permit, and authorize intergovernmental agreements to accomplish mutually beneficial objectives such as public safety.
2. Colorado Revised Statutes §§ 29-1-203 and 30-11-410(2) permit municipal and county law enforcement agencies to enter into cooperative agreements for the provision of services by the other agency; and
3. The purpose of this MOU is to allow continuance and consistent response by all of the Parties to calls within the other's jurisdictional boundaries for emergencies and as permitted by the respective police chiefs during specified "Minor Incidents, Emergencies, and Disasters;" and;
4. This MOU also establishes a standard procedure for handling incidents and issuing Timely Warnings and Emergency or Immediate Notifications, as those terms are defined in the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), 20 U.S.C. § 1092(f), with implementing regulations at 34 CFR 668.46, and Title IX of the Higher Education Amendments 1972.
5. Each of the parties provides law enforcement services within its area of jurisdiction and geographic boundaries, with Colorado Peace Officer Standards and Training (P.O.S.T.) certified peace officers and
6. All of the parties maintain jurisdictions within the city of Alamosa, Colorado, and some jurisdictional "intermixing" occurs given various ownership of specific properties of the other within cities, towns, and the county and
7. The parties share standard radio frequencies and dispatchers; and
8. The parties' respective peace officers frequently assist each other, cover each other on calls for service, and respond to emergency calls in place of the other

Memorandum of Understanding

when each jurisdiction's officers are not immediately available because of distance or call load; and

9. At times, because of geographic considerations, certain law enforcement officers of differing parties may be closer to an emergency response and may be able to render assistance more quickly; and
10. Each agency recognizes the mutual benefit and utility of assisting the other and the advantage of an MOU in this regard; and

Now therefore, in consideration of the mutual promises herein below contained, the parties agree as follows:

Terms and Conditions:

- It is understood and agreed that this MOU is intended to facilitate cooperation between the parties in the provision of services provided herein. This MOU does not, in and of itself, authorize any party, (or the employee of any party), to act for any particular purpose. This MOU shall provide only for sharing of in-kind law enforcement services by the parties toward establishing a common mutual goal to provide sufficient law enforcement coverage for each other in their respective jurisdictions in emergencies.
- It is further understood that this MOU does not obligate the parties to provide any resources in the form of peace officer response at any time, nor does this MOU create an expectation of such provision. This MOU allows for such response to occur in the beneficial interest of provision of law enforcement assistance to each other as determined by the parties to be available.
- If a responding agency determines that no assistance shall be rendered, then the responding agency shall immediately notify the requesting agency of such decision. No party to this agreement shall be liable for declining or failing to respond to, or for withdrawing from, a request for assistance.

This MOU will operate as follows:

- The intent of this MOU is for assistance between law enforcement agencies in emergent, short-term events. In the event of a need for the parties' assistance in provision of law enforcement officer resources for long-term emergencies or disasters, the involved parties will negotiate those commitments outside of this MOU, including possible reimbursement for services.
- If reasonably available, parties agree that their respective law enforcement officers will respond to emergency calls, cover each other's law enforcement officers on contacts and calls, and assist with high-priority calls for service in the jurisdictional area of the other party upon the request of that other party. The

Memorandum of Understanding

parties agree that coverage of any serious criminal incident shall be turned over to the party's investigators/officers in the jurisdiction where the serious criminal incident occurred as soon as they are available.

- No individual employee of any party's law enforcement agency is authorized to perform the functions of another law enforcement agency, absent a specific request to do so, or unless such function is authorized in a pre-existing written agreement (e.g. this MOU or other agreements that parties are included in).
- When acting upon a specific request for assistance, the parties' law enforcement officers will be acting under full color of authority, as Colorado Certified Peace Officers, while responding in other jurisdictions.
- When a party's law enforcement officers respond to a scene pursuant to the terms of this MOU, they shall work under the general oversight and supervision of the requesting agency of jurisdiction, pursuant to §29-5-103. However, the Party's law enforcement officers shall continue to adhere to the policies and procedures of their home agency.
- This is not a situation envisioned by C.R.S. Section 29-5-109. While the parties cooperate under this agreement, they are not assigning their officers to temporary duty in the other jurisdiction. Nevertheless, and consistent with Section 29-5-109, each Party is responsible for the compensation of their own employees, provision of workers compensation insurance and other benefits, liability coverage, and all other costs associated with the activities of their employees while acting under the terms of this MOU.
- Each party shall, at all times, be responsible for its own costs incurred in the performance of this MOU and shall not receive any reimbursement from any other party.

Term and Termination

- This MOU shall be in effect as the of date of the first-above written and shall continue for 72 months. The Parties agree to review the MOU for any needed updates or changes on or about December 1st, annually.
- Any party to this MOU may terminate its involvement at any time after serving fifteen (15) days advance written notice to all parties.

Relationship of Parties

The parties enter into this agreement as separate, independent governmental entities and shall maintain such status throughout. Law enforcement officers assigned under this MOU shall be considered and shall remain employees of their respective law

Memorandum of Understanding

enforcement agency at all times and for all purposes under this MOU. The parties agree that nothing in this MOU alters or amends any prior written agreement among the respective parties.

Colorado Governmental Immunity Act: (CGIA)

No party shall be liable under this MOU for the actions of the other's employees and agents. By agreeing to this provision, the parties do not waive, or intend to waive, the limitations on liability provided to Parties under the Colorado Governmental Immunity Act, Colorado Revised Statutes §§24-10-101, et seq. The provisions of Colorado Revised Statutes §29-5-108 shall not apply to activities conducted pursuant to this MOU; it is the Parties' express intent and agreement that any liability that accrues under the provisions of the CGIA on account of the negligent or otherwise tortious act of a peace officer shall be imposed upon the party that is the jurisdiction that employs such peace officer.

Each party waives all claims against each and every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU.

No Third Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other third party. It is the express intention of the parties that any person other than the parties receiving services or benefits under the MOU shall be deemed an incidental beneficiary only.

No Assignment

Each party covenants and agrees that it will not assign this MOU or any interest or part thereof or any right or privilege pertinent thereto without the prior written consent of all other parties first having been obtained.

Governing Law

The law of the State of Colorado shall be applied in the interpretation, execution, and enforcement of this MOU.

Entire MOU

This MOU embodies the parties' entire agreement. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of this MOU shall be valid unless reduced to writing and signed by all parties.

Memorandum of Understanding

IN WITNESS WHEREOF, the parties hereto have executed this MOU, which shall be effective on the date it is signed.

Memorandum of Understanding

Authorization

Signature: _____ Date: _____
Samuel Maestas, Chief of Police, Adams State University Police Department

Signature: _____ Date: _____
George Dingfelder, Chief of Police, Alamosa Police Department

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 3-2025, an ordinance approving a Memorandum of Understanding between United States Marshals Service and the Alamosa Police Department for support during Fugitive Apprehension Operations

Recommended Action:

Approve Ordinance No. 3-2025 on First Reading, and set for Second Reading and Public Hearing on April 16, 2025, at 7:00 p.m. or as soon thereafter as the matter may be heard.

Background:

The Alamosa Police Department has utilized the services of the United States Marshals Service (USMS) to investigate and apprehend violent fugitives who have active warrants. This was most apparent in 2024 where the USMS was instrumental in locating and apprehending two violent subjects who had just committed a homicide in our community. The USMS has a robust network of resources and a vast jurisdiction that allows for investigating and apprehending violent fugitives without requiring multiple MOUs. They do however have limited resources just like every other agency.

This MOU will allow the Alamosa Police Department to designate two members to work directly with the USMS to receive training and authority to investigate and apprehend fugitives outside our jurisdiction while under the authority of the USMS. This designation will be used as needed and for the benefit of the Alamosa Police Department to assist in the apprehension of wanted violent criminals in the San Luis Valley. This designation also encourages cooperation amongst agencies and increases the available human resources for locating and apprehending violent criminals without depleting all the resources of the Alamosa Police Department.

Issue Before the Council:

Does Council wish to approve the intergovernmental agreement on First Reading and set for a public hearing a MOU between United States Marshals Service and the Alamosa Police Department?

Alternatives:

1. **(recommended alternative):** Approve ordinance No. 3-2025 on first reading and set for a public hearing.
2. Reject the ordinance, and direct the APD to continue to operate as they currently do.

Fiscal Impact:

There is no fiscal impact other than officer time while assisting the USMS. There may be opportunities as funds are available for the USMS to reimburse the Alamosa Police Department for any expenses incurred, such as overtime, use of vehicles and equipment.

Legal Opinion:

The City Attorney will be available at the meeting.

Conclusion:

This MOU allows the Alamosa Police Department to designate two persons to work directly with the USMS when they are looking for fugitives in the San Luis Valley and to directly assist when investigating and apprehending violent fugitives the Alamosa Police Department is investigating. This MOU opens opportunities for training, potentially equipment and more importantly, for additional resources to investigate and apprehend violent fugitives, thereby, making our community safer.

ATTACHMENTS:

	Description	Type
▣	Ordinance 3-2025 approving IGA with US Marshall Service	Ordinance
▣	USMS TF MOU	Exhibit

ORDINANCE NO. 3- 2025

AN ORDINANCE APPROVING APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES MARSHALS SERVICE AND THE ALAMOSA POLICE DEPARTMENT FOR SUPPORT DURING FUGITIVE APPREHENSION OPERATIONS

WHEREAS, The Alamosa Police Department has utilized the services of the United States Marshals Service (USMS) to investigate and apprehend violent fugitives who have active warrants.

WHEREAS, The agreement contemplated by the MOU attached to and approved by this ordinance will allow the Alamosa Police Department to designate two members to work directly with the USMS to receive training and authority to investigate and apprehend fugitives outside our jurisdiction while under the authority of the USMS. This designation will be used as needed and for the benefit of the Alamosa Police Department to assist in the apprehension of wanted violent criminals in the San Luis Valley; and

WHEREAS, Part 2 of Article 1, Title 29 and Sections 29-5-101 through 29-5-109 of the Colorado Revised Statutes (the “C.R.S.”) encourage and authorize intergovernmental agreements for the joint and cooperative provision of public services; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, Council considers it is in the best interest of the citizens of Alamosa to provide for a formal agreement for cooperation with the US Marshalls Service in the apprehension of violent fugitives in the San Luis Valley;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement attached to this Ordinance is hereby adopted and approved, and the Chief of Police is directed to execute the Agreement on behalf of the City of Alamosa.

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary

of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

Section 6. Non-Codification. The City Clerk is directed not to codify the provisions of this ordinance in the *Code of Ordinances of the City of Alamosa*.

INTRODUCED, READ AND APPROVED on first reading the 2nd day of April, 2025, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 16th day of April, 2025, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the Public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 16th day of April, 2025.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

United States Marshals Service
Fugitive Task Force
Memorandum of Understanding
For Non-Federal Agencies

Rev. 08/2024

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

Alamosa Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."), and 28 U.S.C. § 566(c) and (e)(1)(D) (USMS authorized to "assist State, local, and other Federal law enforcement agencies...in locating and recovering missing children" [566(e)(1)(A)]...and to... "command all necessary assistance to execute its duties" [566(c)]). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will

be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt felony violent crime arrest warrants non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. All members of the RFTF/VOTF, including Task Force Officers (TFO), when operating on task force missions are prohibited from seeking “no knock” warrants or making “no knock” entries unless done in compliance with USMS policy and the DOJ Deputy Attorney General memorandum, dated September 13, 2021, restricting “no knock” entries to specific scenarios. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency. Specially deputized task force officers are authorized to assist with USMS missing child recovery investigations undertaken by the USMS pursuant to the applicable USMS Policy Directive and Standard Operating Procedure.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending

availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms. DUSMs and SDUSM task force officers involved in USMS missing child recovery investigations may only transport recovered missing children in USMS GOVs consistent with applicable USMS Policy Directives, SOPs, and current official guidance.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF.

Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, EVIDENCE, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged

and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

In accordance with Department of Justice guidance, all firearms and fired cartridge casings seized as part of a Department-funded criminal investigation shall be promptly entered into the ATF's National Integrated Ballistic Information Network (NIBIN). If a partner agency seizes the firearm or fired cartridge casings, they shall process the seized items per their NIBIN agreement with the ATF. Partner agencies that do not have a NIBIN agreement with the ATF should request assistance from the ATF to accomplish NIBIN processing at an ATF Field Division or NIBIN lab site.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The

TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NO KNOCK ENTRIES: It is the policy of both the Department of Justice (DOJ) and the USMS to limit the use of “no knock” entries into residences in connection with the execution of arrest

and search warrants. This includes those warrants adopted by the USMS regardless of the issuing court or tribunal.

A per policy, "No knock" entries are limited to circumstances where there is an imminent threat of physical harm. This threshold is narrower than that permitted by law - for example, USMS personnel must "knock and announce" even when they have reason to believe that doing so could result in the destruction of evidence.

In the absence of a judicially-authorized "no knock" warrant, task force personnel operating on a task force mission may conduct a "no knock" entry only when there arises at the scene exigent circumstances such that knocking and announcing would create an imminent threat of physical violence which could result in serious injury or death to anyone present (i.e., law enforcement, the subject, the public, etc.).

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

All media inquiries and press releases related to missing child investigations will be handled in accordance with the applicable USMS Standard Operating Procedure and should only be done in conjunction with the lead investigative agency as part of the overall coordinated effort to locate and recover the missing child.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim

under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: CO-D VOTF

UNITED STATES MARSHAL:

Print Name: Kirk M. Taylor

Signature:

Date:

RFTF COMMANDER (where applicable):

Print Name:

Signature:

Date:

PARTNER AGENCY:

Name: Alamosa Police Department

Location (City, State): Alamosa, CO

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title:

Signature:

Date:

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS
DIVISION:**

Print Name:

Signature:

Date:

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 7-2025 an ordinance approving an Intergovernmental Agreement between the Alamosa Local Marketing District and the City Of Alamosa for joint use of the City's Mobile Event Stage

Recommended Action:

Staff recommends that Council adopt Alternative 1, authorizing the Director of Parks, Recreation and Library to sign the Intergovernmental Agreement (IGA) for joint use of the City's mobile event stage on first reading and set for public hearing on April 16th, 2025, at 7:00 p.m., or as soon thereafter as the matter may be heard.

Background:

In 2020 the City partnered with the Local Marketing District (ALMD) to acquire a new mobile performance stage given their similar mission and administration of community events. A cost share purchasing plan was developed whereby certain rights and priority usage would benefit both parties, reduce planning overlap, and serve the public efficiently. The ALMD contributed \$35,000 to the overall \$95,440 cost of the new stage. An IGA (Ordinance 11-2020) formalized the rules for joint use of the new stage, continuing existing practices of the City primarily taking care of setup, tear down, and maintenance but also giving the ALMD some priority rights of use.

After five years, a new agreement is needed based on evolving events, appropriate rental rates and the general evolution of use of the City's stage(s). This new agreement continues to ensure each entity has a clear and tangible agreement to follow regarding use and care of the stage for future years to come.

Kale Mortensen, Director of the Alamosa CVB helped develop the MOU language and approves of the terms as written.

Issue Before the Council:

Does Council wish to approve Ordinance No. 7-2025 on first reading and set for a public hearing on second reading on April 16, 2025 at 7:00 pm or soon thereafter as the matter may be heard?

Alternatives:

While Council is free to select or develop any number of alternatives; the following are examples:

1. Approve the Ordinance authorizing the Parks, Recreation and Library Director to sign the IGA for acquisition and joint use of the City's mobile stage on the first reading.
2. Deny the request and provide staff with further direction.

Fiscal Impact:

No direct fiscal impact but the in-kind value of four (4) stage use events is around \$2,000.

Legal Opinion:

The City Attorney has reviewed the IGA and will be present for questions.

Conclusion:

Both ALMD and City Staff are pleased to be able to leverage public dollars in continuing to provide what is an important community asset. This new agreement simply updates terms and conditions as events and use evolves.

ATTACHMENTS:

Description		Type
▣	Ordinance No. 7-2025	Ordinance
▣	IGA with ALMD	Exhibit

ORDINANCE NO. 7- 2025

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ALAMOSA LOCAL MARKETING DISTRICT AND THE CITY OF ALAMOSA FOR USE OF THE CITY'S MOBILE EVENT STAGE

WHEREAS, The City of Alamosa acquired a new Apex 2016 mobile events stage in 2020 for use at events located in Alamosa County they sponsor or otherwise wish to facilitate; and

WHEREAS: An existing joint use agreement governs use of the Stage by the Alamosa Local Marketing District and the City of Alamosa Parks and Recreation Department is capable of storing, maintaining and setting up the mobile events stage; and

WHEREAS: Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, encourages, permits and authorizes intergovernmental agreements to accomplish mutually beneficial objectives such as public resource management; and

WHEREAS: the City and the Local Marketing District have determined that continuing joint use of the new stage will enhance their ability to facilitate events in the City of Alamosa and in the County of Alamosa, and that joint use of the stage will benefit both parties;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement between the City of Alamosa and the Alamosa Local Marketing District attached to this Ordinance is hereby adopted and approved, and the Director of the Department of Parks and Recreation is directed to execute the agreement, or any such agreement in substantially the same form as approved by the City Attorney, on behalf of the City of Alamosa.

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purpose, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. **NON-Codification.** The City Clerk is directed to ensure that the provisions of this ordinance **ARE NOT** codified in the *Code of Ordinances of the City of Alamosa*.

Section 6. **Declaration of Public Interest.** This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 2nd day of April 2025, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 16th day of April, 2025, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 16th day of April, 2025.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

Event Stage Memo of Understanding (MOU) between the Alamosa Local Marketing District (ALMD) and the City of Alamosa

The City of Alamosa and the Alamosa Local Marketing District agree to the following terms as part of the partnership in purchasing the Event Stage in 2020 for use by both entities. This agreement supercedes all prior agreements between the parties concerning the use of the Event Stage:

1. Stage is to serve only Alamosa County events and not travel outside of the County.
2. Alamosa Local Marketing District shall have priority for the Stage after City of Alamosa events and needs.
3. Revenue generated by rental of the stage shall go to the City of Alamosa Parks and Recreation Department. The City of Alamosa shall take responsibility for all maintenance and repairs of the Stage.
4. Alamosa Local Marketing District is not subject to the City's Stage rental fee, for up to four (4) events/year. If more than four (4) Stage requests are made by the ALMD; compensation shall be provided to the City at the regular non-profit rate, which is currently \$200/event (\$300 for 2026). Alamosa Local Marketing District is still subject to park reservation (currently \$10), water (currently \$20), and electricity (currently \$20) fees per event.
5. Storage, delivery and maintenance of the event stage is the responsibility of the City of Alamosa.
6. This MOU shall remain valid for the life of the Stage, unless notice to terminate is given with the parameters listed below.
7. If either party wishes to terminate this MOU, 30 days written notice is required and the party wishing to terminate will forfeit all ownership and interest rights in the Stage upon termination of the agreement.
8. Stage setup is permitted only during the designated "stage season", which runs from May 1st to October 31st. A minimum of two weeks notice is needed for all stage inquiries. The City of Alamosa Parks maintenance crew is responsible for setup and tear down of all stages. The feasibility of setup is also contingent upon weather conditions. Inclement weather—such as winds exceeding 25 mph, lightning, or snowfall—may prevent setup. The Parks Maintenance Manager holds the authority to assess conditions and determine whether the setup can proceed safely.

City of Alamosa Parks and Recreation Department

Alamosa Local Marketing Dist. Rep.

(Printed Title)

(Printed Title)

(Signature & Date)

(Signature & Date)

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 8-2025 an ordinance approving an Intergovernmental Agreement between the Pueblo City-County Library District (PCCLD) and the City Of Alamosa for use of equipment and implementation of the PCCLD Shared Memories Project

Recommended Action:

Staff recommends that Council adopt Alternative 1, authorizing the Director of Parks, Recreation and Library to sign the Intergovernmental Agreement (IGA) for use of equipment and implementation of the PCCLD's Shared Memories Project.

Background:

In February of 2025, The Alamosa Public Library was approached by the Pueblo City-County Library to partner with them on their Shared Memories Project. The endeavor provides digitization equipment that the public can use to digitize their old family photos and other media types (VHS, Cassettes) for storage and sharing.

PCCLD received a \$250,000 grant from the Mellon foundation to fund and coordinate small "memory labs" in rural Colorado. As the hub of the San Luis Valley, Alamosa is an important site for this work. Participants will be able to share their personal content digitally if they wish, or keep it for their own use exclusively. This project will help promote the everyday history of this fascinating region. Staff is excited to partner with PCCLD and bring even more unique services to the community.

Issue Before the Council:

Does Council wish to approve Ordinance No. 8-2025 on first reading and set for a public hearing on April 16, 2025 at 7:00pm or soon thereafter as the matter may be heard?

Alternatives:

Alternatives:

While Council is free to select or develop any number of alternatives; the following are examples:

1. Approve the Ordinance authorizing the Parks, Recreation and Library Director to sign the IGA for implementation of the shared memories project.
2. Deny the request and provide staff with further direction.

Fiscal Impact:

No fiscal impact

Legal Opinion:

The City Attorney has reviewed the IGA and will be present for questions.

Conclusion:

The shared memories project is win-win for the City and the Pueblo District.

ATTACHMENTS:

Description

Type

- | | | |
|---|--|-----------|
| ▣ | Ordinance 8-2025 shared memories project IGA | Ordinance |
| ▣ | MOU with PCCLD | Exhibit |

ORDINANCE NO. 8- 2025

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT AND THE CITY OF ALAMOSA FOR THE SHARED MEMORIES PROJECT

WHEREAS, The Pueblo City-County Library District obtained a grant for implementation of a digitization project across southeastern Colorado, preserve and provide global public access to the culture and history of the region; and

WHEREAS: the project will provide for equipment and software necessary for digitization of static images, moving images, and sound. It will facilitate “Digital Memory Labs” at partner locations and provide training to partner staff on the operation and maintenance of the equipment; and

WHEREAS: This project will help promote the everyday history of this fascinating region. The City of Alamosa is excited to partner with PCCLD and bring even more unique services to the community.

WHEREAS: Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, encourages, permits and authorizes intergovernmental agreements to accomplish mutually beneficial objectives such as preservation of cultural and family history;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement between the City of Alamosa and the Pueblo City-County Library District attached to this Ordinance is hereby adopted and approved, and the Director of the Department of Parks and Recreation and Library is directed to execute the agreement, or any such agreement in substantially the same form as approved by the City Attorney, on behalf of the City of Alamosa.

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purpose, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City’s website and in the office of the City Clerk.

Section 5. **NON-Codification.** The City Clerk is directed to ensure that the provisions of this ordinance **ARE NOT** codified in the *Code of Ordinances of the City of Alamosa*.

Section 6. **Declaration of Public Interest.** This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 2nd day of April 2025, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 16th day of April, 2025, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 16th day of April, 2025.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

MEMORANDUM OF UNDERSTANDING
Between
Pueblo City-County Library District, Shared Memories Project
and The City of Alamosa

This document constitutes a voluntary agreement between the Pueblo City-County Library District (PCCLD) Shared Memories Project and the City of Alamosa (Partner).

I. PURPOSE

The objective of this MOU is to express the willingness of both parties to engage in a partnership to increase access to digitization technology across southeastern Colorado, preserve and provide global public access to the culture and history of the region. This MOU will clearly identify the roles and responsibilities of each party as they relate to the project.

II. ROLES AND RESPONSIBILITIES

The Pueblo City-County Library District in pursuit of the goals of the Shared Memories Project agrees to take responsibility for the following activities:

- Provide partner with equipment and software necessary for digitization of static images, moving images, and sound.
- Install “Digital Memory Labs” at partner locations and provide training to partner staff on the operation and maintenance of the equipment. Digital Memory labs are determined by Mellon Foundation grant specifications or PCCLD, and are subject to change based on PCCLD’s needs or preferences.
- Provide training to partner staff on navigating and contributing to the Shared Memories project website.
- Provide technical support for “Digital Memory Labs” through telephone, virtual meeting, or in-person assistance. The extent and frequency of technical support provided to partner is subject to project staff availability.
- Take financial responsibility for repair and/or replacement of damaged or faulty equipment that is not a result of negligent use or intent.
- Provide partner with social media templates to promote the project at the onset of the partnership.
- Provide supplementary in-person training to partner staff relevant to the project, not to exceed two sessions per partner executed within the date scope of the project.

- Lead a minimum of one program free-and-open to the public on topics related to digitization and/or preservation, within the date scope of the project.
- Lead a minimum of one participatory archiving event at partner locations within the date scope of the project.
- Host digital content generated from community Digital Memory Labs. Partner is allotted 1.75 GB of storage. Additional storage may be available, dependent on project partner participation.
- Create metadata for digital content by applying descriptions supplied by the user at the time of digital content submission through online form.
- Assume all administration and reporting responsibilities for the Shared Memories Grant

The City of Alamosa (Partner) agrees to take responsibility for the following activities:

- Provide a static and secure location for “Digital Memory Labs”. Lab equipment and software remain the property of PCCLD for the extent of the grant period, on extended loan to partners.
- During the term of this agreement, the Partner shall provide PCCLD a current certificate of insurance policy evidencing its comprehensive and general liability insurance coverage. The Partner shall also provide PCCLD with a written endorsement naming PCCLD as additional insured.
- Offer free and open public access to “Digital Memory Labs.”
- Keep project equipment in good working order and monitor public use.
- Inform PCCLD project staff about any equipment malfunction or damage. (PCCLD is responsible for repair and/or replacement of damaged or faulty equipment that is not the result of negligent use.)
- Provide PCCLD project staff with monthly use statistics.
- Collect donor permissions (ownership, copyright, permissions, reproduction, approved use) from community members contributing digital content to the Shared Memories Project. Guide patrons through Creative Commons license designation through online form. See <https://creativecommons.org/share-your-work/cclicenses/>.
- Conduct outreach activities to promote the project and advertise the project using social media (templates provided by PCCLD) and local marketing outlets, in accordance with PCCLD’s Community Relations’ standards.

V. INDEMNIFICATION AND LIABILITY

- A. The Partner agrees to defend, hold harmless, and indemnify PCCLD and its officers, employees, and agents (the “Indemnified Parties”), from any and all claims and liability, including reasonable attorney’s fees and costs, for injuries, death, or damages to any

person or property, arising from or in any way connected with the activities contemplated under this Agreement, or any default or breach of any term of this Agreement by the Partner. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney and expert fees and costs shall be covered by the Partner's indemnification obligations.

- B. PCCLD and the Partner agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within (10) calendar days of such determination. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.
- C. The Parties to this Agreement agree that each is responsible only for the actions of their respective officers, agents, employees, and participants.
- D. The Parties to this Agreement hereby assert that no liability is assumed by either Party for damages or injuries which arise from participants independently traveling to or from Digital Memory Lab host sites.

VI. Annual Appropriation

Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., PCCLD's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of PCCLD's Board of Trustees.

VII. Governing Law and Venue

The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of this MOU. Venue for any dispute arising out of or relating to this MOU shall be in the State of Colorado District Court for Pueblo County, Colorado.

VIII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1. This agreement can be modified only via approved, written agreement from both parties.
- 2. This agreement will automatically terminate on March 31, 2029.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of the Pueblo City-County Library District and City of Alamosa authorized officials. It shall be in effect from April 26th, 2025 to March 31, 2029. Both parties indicate agreement with this MOU by their signatures.

PCCLD Executive Director

Date: _____

Partner Agency Representative

Date: _____

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes of Meeting March 19, 2025

ATTACHMENTS:

Description	Type
▢ Minutes of Meeting March 19, 2025	Minutes

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers and Zoom Video Webinar
300 Hunt Avenue, Alamosa, CO
March 19, 2025

Zoom Webinar Link: <https://us02web.zoom.us/j/84807040356>

Dial-In Number: +1 719 359 4580 US | **Webinar ID:** 848 0704 0356

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Ty Coleman at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Ty Coleman, Councilors Liz Hensley, Jamie Dominguez, Michael Carson and Dawn Krebs. Councilors Jan Vigil and Jackie Vigil were present via Zoom Webinar. Also present: City Manager Heather Sanchez, Acting Attorney Mark Loy, and Deputy City Clerk Aerial Portillo-Lawson.

III. AGENDA APPROVAL

Councilor Carson moved, seconded by Councilor Hensley, to approve the agenda as presented. The motion carried unanimously.

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

A. Audience Comments

None.

B. Follow-Up

None.

V. CEREMONIAL ITEMS

A. Proclamation in recognition of 100-year old resident Hazel Petty

Mayor Coleman read the proclamation and Council presented it to Gary Petty, son of Hazel Petty, who accepted it on her behalf.

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

Councilor Hensley moved, seconded by Councilor Krebs, to approve Consent Calendar A. The motion carried unanimously.

C.2.a. December 2024 monthly financial statements, expenditure report, and quarterly investment report

C.7.a. Approve Minutes of Meeting March 5, 2025

C.7.b. First Reading, Ordinance No. 4-2025, an ordinance amending Section 10-197 of the Code of Ordinances of the City of Alamosa to provide for alternative qualifications for security guards to carry firearms

C.8.a. Receive January 2025 Monthly Reports

C.8.b. Receive February 2025 Monthly Reports

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. Annual Update from Outside Funding Partner: Boys & Girls Club

Boys & Girls Club Executive Director Aaron Miltenberger provided the annual update on the Boys & Girls Club.

2. Annual Update from Outside Funding Partner: Habitat for Humanity

Audrey Liu provided the annual update on the projects Habitat for Humanity has worked on this past year.

3. LEAD & Co-Responder Update

Clarissa Woodward from the Center for Restorative Programs provided an update on the LEAD program to Council.

Co-Responder Stephanie Johnson and Sergeant William Squires provided an update on the Co-Responder program to Council.

B. Business Brought Forward by City Staff

1. Development Services

- a. Quarterly Update on Housing and Downtown Plans

Development Services Director Rachel James provided the quarterly update on Housing and Downtown to Council.

2. Finance

- a. Public Hearing and Resolution No. 2-2025, 3rd Budget Amendment for 2024 Annual Budget

City Manager Heather Sanchez reviewed this resolution with Council.

Mayor Coleman opened the public hearing at 8:05 p.m. and asked for those wishing to speak on this resolution.

There being no one wishing to speak, the hearing closed at 8:06 p.m.

Councilor Krebs moved, seconded by Councilor Hensley, to adopt Resolution No. 2-2025. The motion carried unanimously.

3. City Manager/Legal

- a. Selection of Art for Purchase

Ms. Brooks reviewed the selection of Art for purchase and the Creative District Committee's recommendations.

Councilor Carson moved, seconded by Councilor Hensley, to save the money for a future purchase. The motion carried unanimously.

C. Committee Reports

None.

D. Staff Announcements

Ms. Sanchez reminded Council of upcoming events including the Youth of the Year breakfast on Tuesday, March 25th, the ground breaking of Tierra Azul on Monday, March 24th, and the Neighborhood Outreach: Boyd Park Design on March 28th.

COUNCIL COMMENT

Councilor Krebs thanked City Staff for all their hard work on the upcoming projects for the city.

Councilor Jan Vigil asked about the depth of the construction for 2nd Street. Public Works Director Harry Reynolds and Ms. Sanchez provided Council with more details about 2nd Street.

Mayor Coleman congratulated Harry and Heather for receiving a \$500,000 grant, also thanked Mark Loy for

filling in for Counselor Erich Schwiesow. He also reminded the community of the groundbreaking event for Tierra Azul.

ADJOURNMENT

The meeting adjourned at 8:24 p.m.

Aerial Portillo-Lawson, Deputy City Clerk

Ty Coleman, Mayor

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Resolution No. 5A-2025, amended legal description for Walsh Hotel transaction

Recommended Action:

Approve Resolution No. 5A-2025

Background:

At the March 5, 2025 City Council Meeting, Council enacted Resolution No. 5-2025, authorizing various City officials to execute any deeds necessary to facilitate the transaction between the City and Manish Patel for exchange of Patel's Pink Elephant property for the City's Walsh Hotel property in order for Mr. Patel to construct a hotel on the Walsh Hotel site.

The title examiner for the buyer prefers a different legal description for the property to be used for the transaction than was attached to Resolution No. 5-2025, which new legal description appears to remove a portion of Lot 24, Block 50, City of Alamosa. Staff does not have an objection to the new legal description except insofar as it removes a portion of Lot 24 from the transaction. The City does not want to retain ownership of any of the block of lots 17-28 that forms the old Walsh Hotel (and associated public parking lot) site, and all of that property is necessary for the development of the hotel.

This resolution authorizes signature on a new deed to include the title examiner's preferred legal description, as well as a quit claim deed to the entire block of lots (Lots 17-28), so that the title company is satisfied, and so that it is clear that the City is transferring ownership of the entire site.

Issue Before the Council:

Does Council wish to authorize Mayor Ty Coleman, Mayor pro tempore Elizabeth Thomas Hensley, and/or City Manager Heather Sanchez, with their signature attested by Holly C. Martinez, City Clerk, or Susanna L. Gallegos, Deputy Clerk, to execute and deliver deeds with the new legal description, and a quit claim deed with the entirety of Lots 17-28, in order to effectuate the property transfer for construction of the Downtown Hotel?

Alternatives:

1. **(recommended alternative)**: approve Resolution No. 5A-2025.
2. Reject Resolution No. 5A-2025, and give staff further direction

Fiscal Impact:

None

Legal Opinion:

This resolution addresses a concern raised by the title examiner in a somewhat complicated legal description for the Walsh Hotel site. The City Attorney believes the title examiner's preferred legal description omits a portion of Lot 24 that the City intends to convey, and that is necessary for construction of the hotel. That issue is addressed by delivery of an accompanying quit claim deed to the entirety of Lots 17-28, Block 50, city of Alamosa.

Conclusion:

This resolution addresses a discrepancy in the legal description for the Walsh Hotel site.

ATTACHMENTS:

Description	Type
▢ Resolution 5A - authorizing signatures for emended legal for Walsh Hotel site	Resolution
▢ New legal	Exhibit

RESOLUTION NO. 5A -2025

**A RESOLUTION AUTHORIZING THE MAYOR, MAYOR PRO-TEM, OR CITY MANAGER
TO EXECUTE A DEED TO THE OLD WALSH HOTEL SITE**

WHEREAS, the City of Alamosa has entered into an agreement with Manish Patel to develop the old Walsh Hotel Site (the “Development Agreement”), covering lots 17-28, Block 50, City of Alamosa, which agreement has subsequently been amended from time to time ; and

WHEREAS, Section 3, Article II of the *Charter of the City of Alamosa, Colorado*, empowers the City Council to take such measures as are necessary or helpful in tending to its ownership, acquisition, sale, and conveyance of City properties, whether real, personal, or mixed; and

WHEREAS, the Development Agreement calls for an exchange of property between the City and Mr. Patel, with the City conveying the old Walsh Hotel site to Mr. Patel, and Mr. Patel conveying the old so-called Pink Elephant site to the City; and

WHEREAS, on March 5, 2025, Council enacted Resolution No. 5-2025, authorizing various City officials to execute any deeds necessary to facilitate the transaction; and

WHEREAS, the title examiner for the buyer prefers a different legal description for the property to be used for the transaction than was attached to Resolution No. 5-2025, which new legal description appears to remove a portion of Lot 24, Block 50, City of Alamosa; and

WHEREAS, Council desires to authorize the Mayor, the Mayor *pro-tempore*, and/or the City Manager to execute any deeds necessary to facilitate this transaction, to be attested by the City Clerk or Deputy City Clerk;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Alamosa, that Mayor Ty Coleman, Mayor *pro tempore* Elizabeth Thomas Hensley, and/or City Manager Heather Sanchez, with their signature attested by Holly C. Martinez, City Clerk, or Susanna L. Gallegos, Deputy Clerk, are authorized to execute and deliver deeds to real property from the City of Alamosa as grantor relating to Lots 17-23, 25-28, and that portion of Lot 24, Block 50, City of Alamosa, shown on the legal description attached as Exhibit A. In addition, the same parties are authorized to execute and deliver quit claim deeds to the real property simply relating to all of Lots 17-28, Block 50, City of Alamosa, so as to also encompass the portion of Lot 24 apparently missing from the legal description in the attached Exhibit A. This Resolution shall become effective immediately upon its adoption.

APPROVED, PASSED AND ADOPTED this 2nd day of April, 2025.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A:

Lots 17, 18, 19, 20 and 21, Block 50, in the City of Alamosa, County of Alamosa, State of Colorado.

Parcel B:

All of Lots 22 and 23, Block 50, in the City of Alamosa, and the following portions of Lots 24 and 25, Block 50, in the City of Alamosa, County of Alamosa, State of Colorado, described as follows:

Beginning at a point on the North line of Lot 25 which is 4.30 feet Easterly of the Northwest corner of said Lot 25;

Thence Easterly along the North line of said Lots 24 and 25, 45.70 feet to the Northeast corner of said Lot 24;

Thence Southerly along the East line of said Lot 24, 150.00 feet to the Southeast corner of said Lot 24;

Thence Westerly along the South line of said Lot 24 and the north Right-of-Way line of Sixth Street 13.80 feet to the Southeast corner of that Real Property described at Book 536 and Page 97 in the records of the Alamosa County Clerk and Recorder's Office;

Thence for the following three courses along the Easterly perimeter of that Real Property described at said Book 536 and Page 97;

1. Thence Northerly 58.40 feet;
2. Thence Westerly 31.90 feet;
3. Thence 91.60 feet to the Point of Beginning, County of Alamosa, State of Colorado.

Parcel C:

All of Lots 25, 26, 27 and 28, Block 50, in the City of Alamosa, State of Colorado

AND

A parcel of land located in portions of Lots 23 and 24, in Block 50, in the City of Alamosa, more particularly described as follows:

Beginning at the Northwest corner of Lots 24 in said Block 50; Thence East 4.30 feet; thence South 91.60 feet; Thence East 20.70 feet to a point on the West line of Lot 23 in said Block 50; Thence continuing East 11.20 feet; thence South 58.40 feet to a point on the South line of Lot 23 in said Block 50; Thence West 36.20 feet to the Southwest corner of Lot 24 in said Block 50; Thence North 150.00 feet to the Point of Beginning, County of Alamosa, State of Colorado.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 669305

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 3



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Resolution No. 7-2025; A resolution authorizing the Mayor, Mayor Pro-Tem, or City Manager to execute a deed to Lots 4 And 5, Boys and Girls Club Replat, City Of Alamosa, Colorado

Recommended Action:

Staff recommends the approval of Resolution, which would authorize the execution of a deed to the Boys and Girls Club

Background:

In 2018, City Council authorized the vacation of Lakeview Avenue and Positive Place adjacent to the Boys and Girls Club under Ordinance 11-2018. Under state statutes, the vacated portion then accrues to the adjacent properties. Earlier this year, the Boys and Girls Club replatted the area, so that the new early learning center would be constructed on its own lot. This is important, because some of the construction financing requires this separation of property.

This morning, April 2, 2025, shortly after the Boys and Girls Club conducted the property closing, which facilitates the issuing of the financing, the title examiners stated they would require a quit claim from the City to the Boys and Girls Club for certain lots in the Boys and Girls Replat that would include any of the already vacated street segments. This step could be considered an extraneous step, since the City vacated their interests with Ord. 11-2018. However, it is being required and is crucial for the financing of construction for the new Early Learning Center. This requirement was not foreseeable prior to today, and because the closing has already occurred, the action must take place today as well. The Charter requires Council to authorize the execution of a deed.

Issue Before the Council:

Does Council wish to approve the resolution, authorizing the Mayor, Mayor Pro Tempore, or City Manager to execute a deed to the Boys and Girls Club to clarify a past Council action?

Alternatives:

(recommended alternative) Staff recommends approval of the Resolution as presented by consent.

-Council may remove the item from the consent agenda, and discuss the Resolution. Following that discussion, Council may approve the Resolution, or decline to approve the resolution and give staff further direction. The result of this may cause the Boys and Girls Club to default on their tax credit loans, which would jeopardize the entire project.

Fiscal Impact:

None.

Legal Opinion:

The City Attorney has determined that the circumstances described above, coupled with the potential for the Boys and Girls Club to default or at least seriously complicate a \$10M loan which

has already issued on the assumption of good title, constitutes and urgent an unforeseeable need to obtain council approval, obviating the need for 24 hours notice of the meeting required by the Colorado Open Meetings Act C.R.S. 24-6-401 *et seq.* This is especially true in light of the fact that the action proposed is ministerial, merely cleaning up an alleged defect in title to land the City has already relinquished through the ROW vacation discussed above.

Conclusion:

This action provides the title examiners with the necessary documentation to finish the financing process for the new Early Childhood Learning Center, and is in accordance with the street vacation already approved in 2018.

ATTACHMENTS:

Description	Type
▣ Resolution No. 7-2025	Resolution
▣ Quit Claim Deed	Backup Material
▣ Ordinance 11-2018, vacating that portion of Positive Place and Lakeview Avenue	Backup Material
▣ Boys and Girls Replat	Backup Material

RESOLUTION NO. 7-2025

**A RESOLUTION AUTHORIZING THE MAYOR, MAYOR PRO-TEM, OR CITY MANAGER
TO EXECUTE A DEED TO LOTS 4 AND 5, BOYS AND GIRLS CLUB REPLAT, CITY OF
ALAMOSA, COLORADO**

WHEREAS, the City of Alamosa has no interest in Lots 4 and 5, Boys and Girls Club Replat, City of Alamosa, having previously vacated rights of way and otherwise divested itself of any interest in such lots; and

WHEREAS, Section 3, Article II of the *Charter of the City of Alamosa, Colorado*, empowers the City Council to take such measures as are necessary or helpful in tending to its ownership, acquisition, sale, and conveyance of City properties, whether real, personal, or mixed; and

WHEREAS, the Boys and Girls Clubs of the San Luis Valley, Inc., are constructing the Early Childhood Learning Center on portions of the property, and have had a title examiner raise issues about interests of the City that may be retained in such lots from prior recorded conveyances; and

WHEREAS, Council desires to authorize the Mayor, the Mayor *pro-tempore*, and/or the City Manager to execute any deeds necessary to facilitate this transaction, to be attested by the City Clerk or Deputy City Clerk;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Alamosa, that Mayor Ty Coleman, Mayor *pro tempore* Elizabeth Thomas Hensley, and/or City Manager Heather Sanchez, with their signature attested by Holly C. Martinez, City Clerk, or Susanna L. Gallegos, Deputy Clerk, are authorized to execute and deliver deeds to real property from the City of Alamosa as grantor relating to Lots 4 and 5, Boys and Girls Club Replat, City of Alamosa. This Resolution shall become effective immediately upon its adoption.

APPROVED, PASSED AND ADOPTED this 2nd day of April 2025.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

QUIT CLAIM DEED

THIS DEED, Made this ____ day of 2nd day of April, 2025, between the *City of Alamosa, Colorado*, as grantor, and the *Boys and Girls Club of the San Luis Valley, Inc.*, whose legal address is PO Box 1032, Alamosa, Colorado 81101 as grantee,

WITNESS, that the grantor(s), for and in consideration of the sum of Ten *AND NO/100's* DOLLARS, the receipt and sufficiency of which is hereby acknowledged, by these presents do remise, release, sell and QUIT CLAIM unto the grantee, its heirs and assigns forever, all the right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any, lying and being in the County of *Alamosa* and State of Colorado, described as follows:

Lots 4 and 5, Boys and Girls Club Replat, City of Alamosa, as shown on the plat thereof recorded on February 6, 2025, under reception no. 393986 in Plat Cabinet E-269 of the records of the Alamosa County Clerk and Recorder.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoove of the grantee(s), its heirs and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor(s) have executed this deed on the date set forth above.
GRANTORS:

CITY OF ALAMOSA

By Heather Sanchez, City Manager

ATTEST

Holly C. Martinez, City Clerk

STATE OF *Colorado*
County of *Alamosa*

The foregoing instrument was acknowledged before me this ____ day of April, 2025 by Heather Sanchez, as City Manager, and Holly C. Martinez, as City Clerk of the City of Alamosa, Colorado.

My commission expires_____. Witness my hand and official seal.

Notary Public

Ordinance No. 11 - 2018

AN ORDINANCE VACATING THOSE PORTIONS OF LAKEVIEW AVENUE AND POSITIVE PLACE DEFINED BY THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 21 AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 22, BLOCK I OF THE LAKEVIEW – BOYS AND GIRLS CLUB

WHEREAS, the Boys and Girls Clubs of the San Luis Valley is the owner of Lot 21 and Lot 22, Block I, of the Lakeview Subdivision as originally filed for record in the Office of the Conejos County Clerk and Recorder, May 6, 1910, under Reception Number 33581, and is additionally the owner of Lot 2 of the Boys and Girls Club Subdivision as filed for record in the office of the Alamosa County Clerk and Recorder under Reception Number 330195. The City of Alamosa is the owner of record of Lot 1 of said subdivision. Which parcels lie on the other side of those portions of the streets to be vacated herein across from Lots 21 and 22; and

WHEREAS, the Boys and Girls Club desires to create a campus environment on Lots 21 and 22 to be joined with Lots 2 and 3 of the Boys and Girls Club Subdivision to which they would be adjacent but for the Portions of Lakeview Avenue and Positive Place separating Lots 21 and 22 from Lots 2 and 3 of the Boys and Girls Club Subdivision, in part because there is insufficient space to meet setback requirements should they want to develop Lots 21 and 22; and

WHEREAS the property owned by the Boys and Girls club described above is best treated as a campus, without the portions of Lakeview Avenue and Positive Place described above separating one portion of property from the other; and

WHEREAS, existing utilities located in the portion of Lakeview Avenue and Positive Place to be vacated shall be retained, and a reservation of easements for existing utilities is necessary; and

WHEREAS, the vacation of this right of way will contribute to the safe and effective use of the Boys and Girls Club property, and no purpose is served by the existence of those portions of Lakeview Avenue and Positive Place to be vacated herein;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the City Council of the City of Alamosa, Colorado:

Section 1. That those portions of Lakeview Avenue and Positive Place defined by the northerly extension of the east line of Lot 21 and the westerly extension of the south line of Lot 22, Block I of the Lakeview Subdivision as originally filed for record in the Office of the Conejos County Clerk and Recorder, May 6, 1910, under Reception Number 33581 are hereby vacated, as shown on the attached Exhibit A.

Section 2 A utility easement for existing public utilities, including but not limited to sanitary sewer, gas and electric utilities is hereby reserved.

Section 2. Pursuant to operation of C.R.S. § 43-2-302(1)(d), the vacated portion shall accrue to the lands adjacent to the vacated portion, as shown on the attached Exhibit A.

Section 3. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City Book of Ordinances kept for that purposes, and published according to law.

Section 5. Publication and Effective Date. This ordinance shall take effect ten days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 6. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 18th day of April, 2018, and ordered published as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 2nd day of May, 2018, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, PASSED, ADOPTED AND SIGNED after public hearing this 2nd day of May, 2018

CITY OF ALAMOSA

By Ty Coleman
Ty Coleman, Mayor

ATTEST:

Holly C Martinez
Holly C Martinez, City Clerk

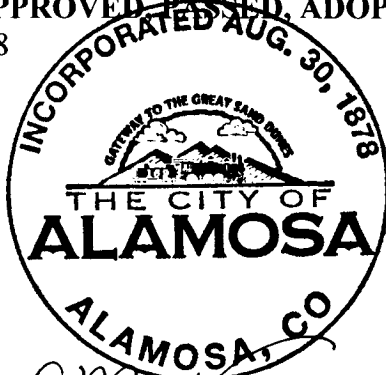
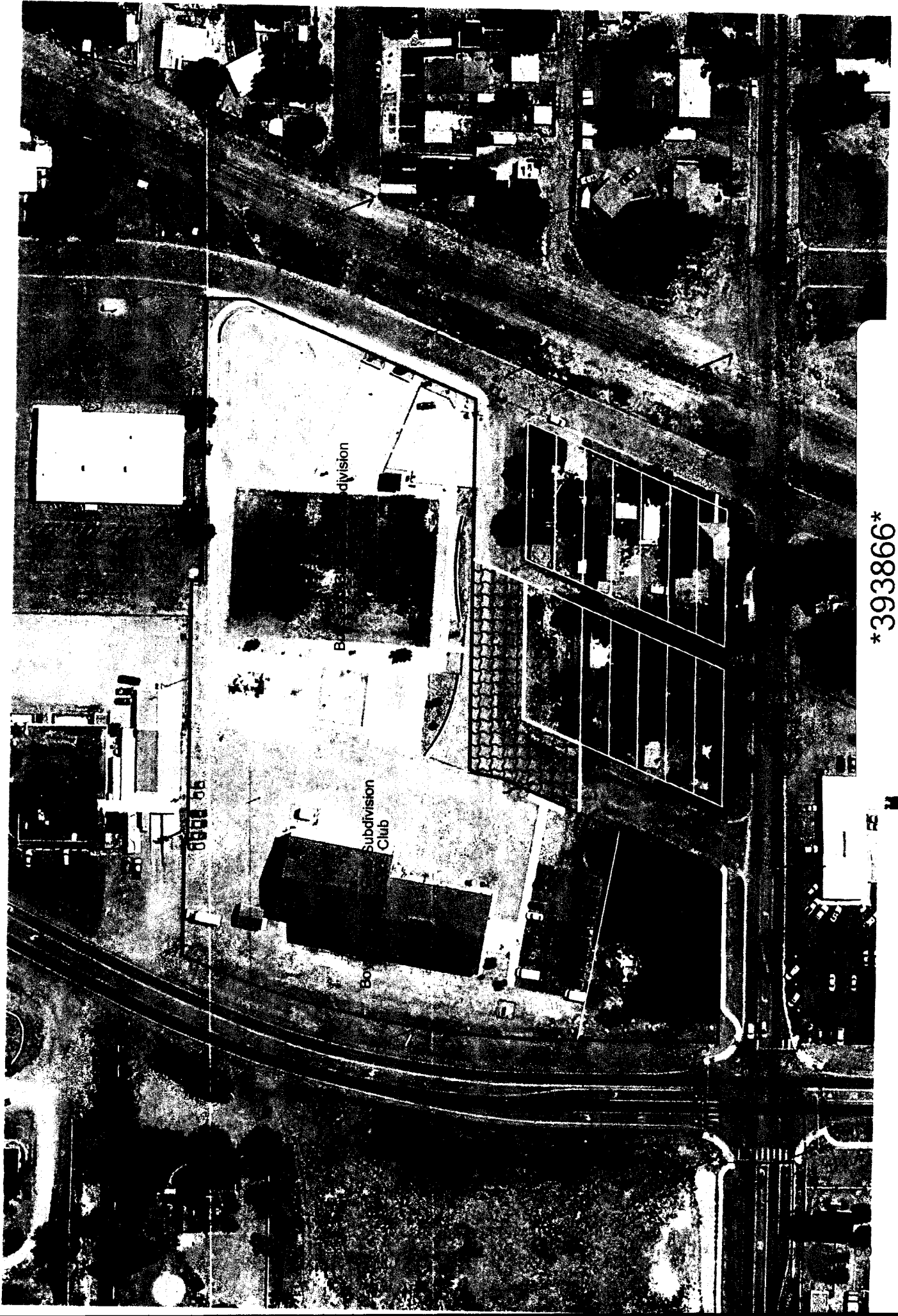


EXHIBIT A TO ORDINANCE 11-2018



393866

393866
3 of 3

1/22/2025 9:28 AM
RS20.00 DS0.00 SS\$3.00 MS0.00
Mari Felix
Alamosa County

THE BOYS AND GIRLS CLUB REPLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10,
TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN,
CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO

DEDICATION

KNOW BY ALL MEN BY THESE PRESENTS: THAT the undersigned are the owners of Lot 1 and 2, The Boys and Girls Club Subdivision and Lots 21 and 22, Block 1, Lakeview Subdivision, located in the Southeast Quarter (SE¼) of Section 10, Township 37 North, Range 10 East, New Mexico Principal Meridian, City of Alamosa, Alamosa County, Colorado,

FURTHER THAT they have caused said property to be laid out and surveyed as the Boy and Girls Club Replat.

IN WITNESS THEREOF the undersigned have caused their name to be hereto subscribed this 5th day of February A.D. 2025.

SIGNED: Aaron Miltenberger
by: Aaron Miltenberger, CEO and President,
Boys and Girls Clubs of the San Luis Valley

SIGNED: Ty Coleman
by: Ty Coleman as Mayor, City of Alamosa

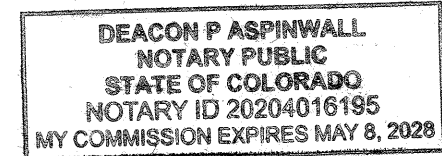
ATTEST: Mari Felix
by: Alamosa City Clerk

STATE OF COLORADO } SS
COUNTY OF Alamosa }

The foregoing was acknowledged before me this 5th day of February, 2025, by
Aaron Miltenberger, as CEO and President, Boys and Girls Clubs of the San Luis Valley

Witness my hand and seal. My commission expires MAY 2028

SIGNED: Deacon P. Aspinwall
Notary Public



CITY CODE ADMINISTRATOR'S CERTIFICATE

APPROVED, this 5th day of February, 2025, City of Alamosa Code Administrator,
Alamosa County, Colorado. The Public Use Dedication as shown on this plat are hereby accepted by the

City of Alamosa on this 5th Day of February, 2025.

Signed: Rachel James Code Administrator
Attest: Mari Felix City Clerk

CLERK AND RECORDER'S CERTIFICATE

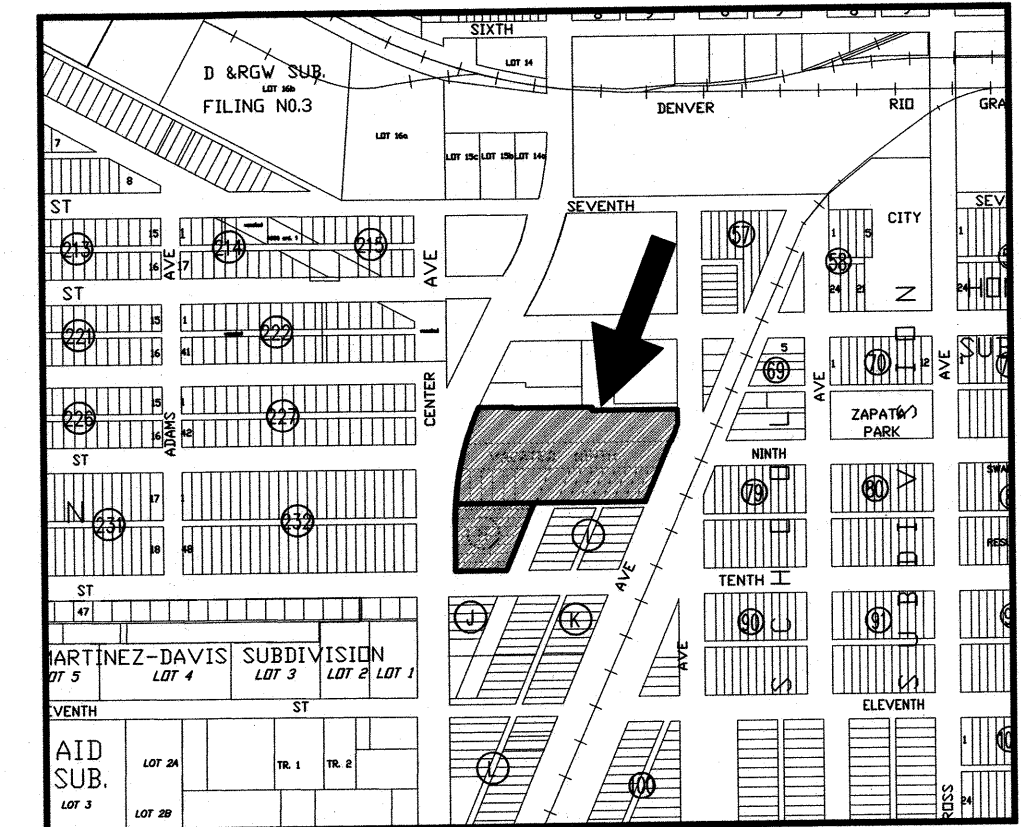
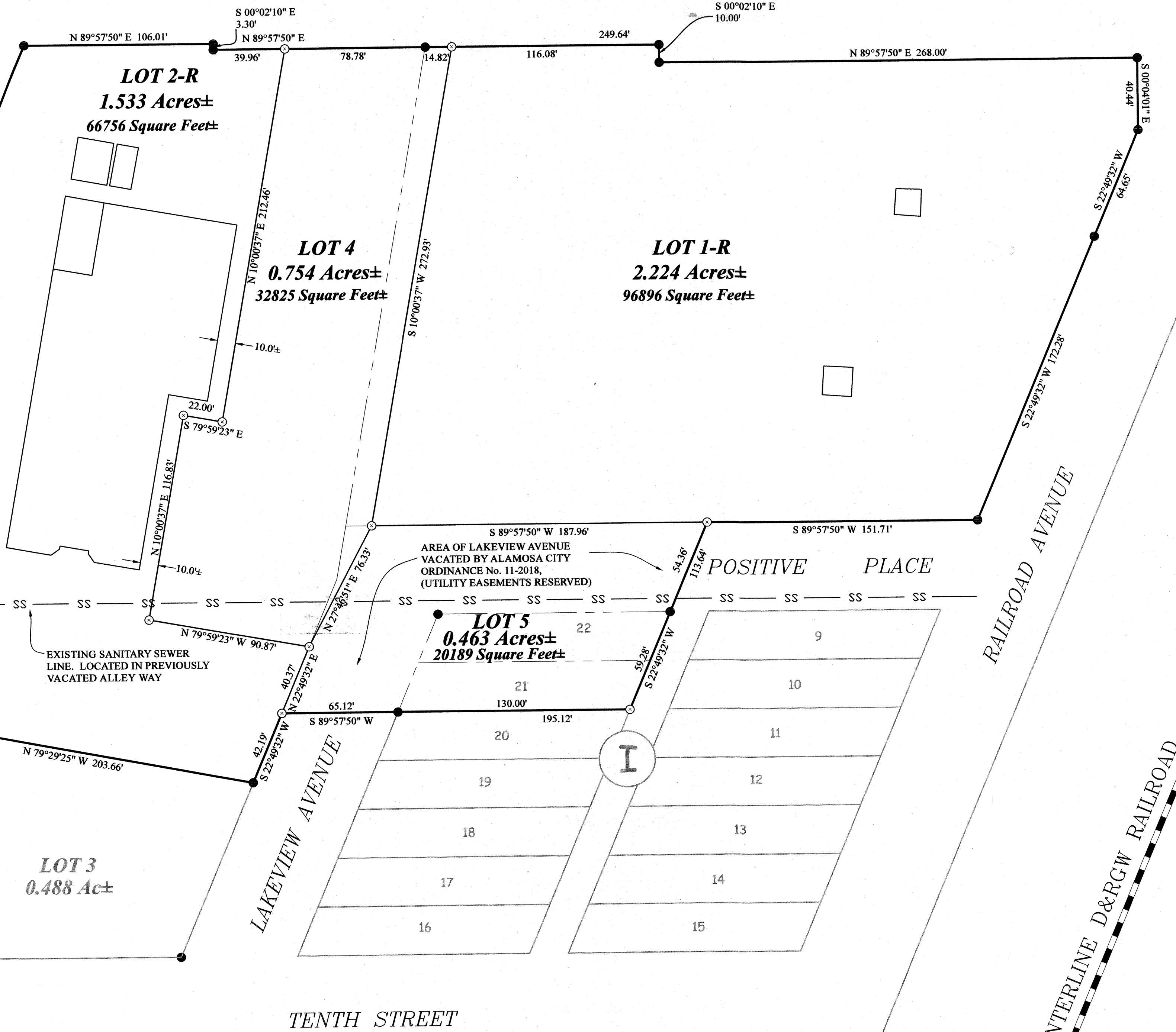
STATE OF COLORADO } SS
COUNTY OF ALAMOSA }

I hereby certify that this instrument was filed in my office at 10:54 O'clock A.M., the 6th day of

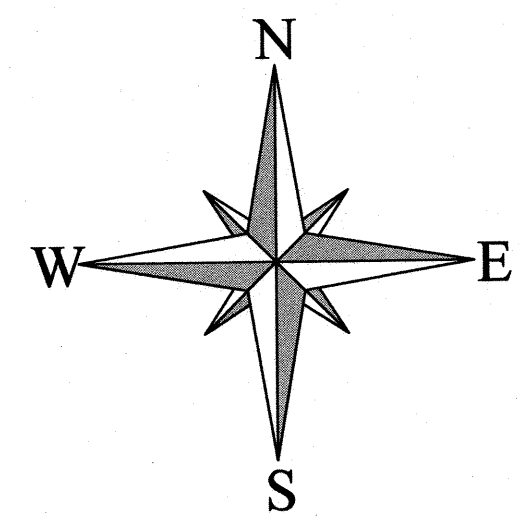
February, 2025, and is duly recorded under Reception No. 393986, and is

Filed in Plat Cabinet 6269, Map No. _____

Signed: Mari Felix by Matthew Martinez (deputy)
Recorder

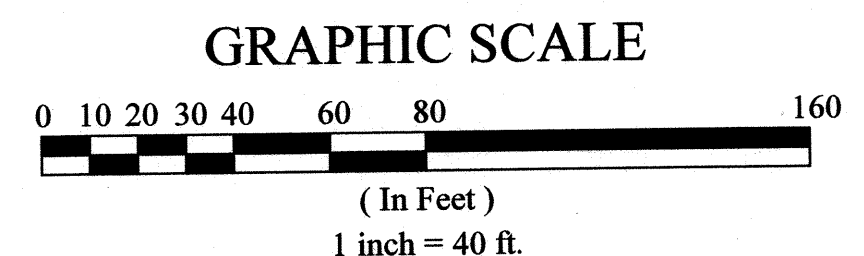


Location Map
Not to Scale



BEARING BASIS

Bearings were obtained from that plat of THE BOY AND GIRLS CLUB SUBDIVISION, as filed under Reception No. 330195, in the office of the Alamosa County Clerk and Recorder, and are referenced to the south line of Lot 1-R having a bearing of N 79°29'25\"



ACREAGE TABLE

LOT 1-R	2.224 Acres ±
LOT 2-R	1.533 Acres ±
LOT 4	0.754 Acres ±
LOT 5	0.463 Acres ±
TOTAL	4.974 Acres ±

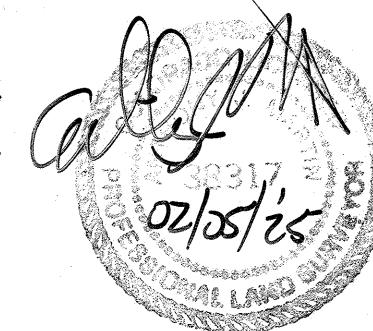
SURVEYOR'S NOTES

- As per the warranty deed recorded under Reception No. 330569, in the records of the Alamosa County Clerk and Recorder, Lot 1 of the Boys and Girls Club Subdivision, as recorded under Reception No. 330195, is owned by the City of Alamosa which reverts back to the Boys and Girls Clubs of the San Luis Valley on April 23, 2032.
- This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership, Russell Surveyors & Associates, Inc. relied upon information provided by the client. All record easements indicated in the information provided, and apparent easements that may affect this property are shown hereon.
- According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. 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.
- This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project or extension of this project except by express written consent of the surveyor. The surveyor shall not be liable or held responsible for any claims, liability or costs arising out of any reuse or modification of this drawing by others.

SURVEYOR'S STATEMENT

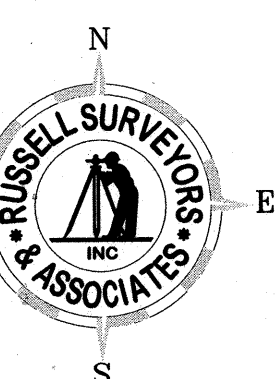
I, Anthony J. Martin, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared from notes of an actual field survey performed by me or under my direct supervision and is true and correct to the best of my belief

For and on behalf of
Russell Surveyors &
Associates, Inc.



LEGEND

- Found #4 Rebar With A 1\" Plastic Cap, PLS No. 22583
- Set 24\" No. 4 Rebar With 2\" Aluminum Cap, PLS No. 38317
- Property Boundary
- Lot Line
- Vacated Lot Line
- Approximate Location of Sanitary Sewer Line
- Existing Building
- Adjoiner's Boundary



RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
website: www.russellsurveyors.com
email: tony@russellsurveyors.com
Phone: (719) 587-3630

THE BOYS AND GIRLS CLUB REPLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10,
TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN,
CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO

SHEET
NUMBER
1 of 1

DRAWN: AJM
CHECKED: AJM
DATE: 01/21/2025
DRAWING NAME:
R03184 BOYS &
GIRLS CLUB
REPLAT

CLIENT:
BOYS AND
GIRLS CLUB OF
THE SAN LUIS
VALLEY

REVISIONS:

JOB NUMBER
R03184