AGENDA
REGULAR MEETING LA JUNTA CITY COUNCIL
LA JUNTA, CO
SEPTEMBER 21, 2026
6:00 PM
COUNCIL CHAMBERS
601 COLORADO AVENUE

COUNCIL GOALS

Envision a safe, flourishing downtown that provides a strong commercial tax base.

Strive to be active stewards of existing aging infrastructure.

Recognize importance of experience, well trained, and community minded staff.

Ensure its electorate is well informed of on-going successes and future plans.

Envision a safe, secure community for its families and youth.

Promote redevelopment of existing businesses and neighborhoods and increase quality of life for all its residents.

INVOCATION (Mayor Ayala)

PLEDGE OF ALLEGIANCE (Mayor Ayala)

CALL TO ORDER (Mayor Ayala)

ROLL CALL (City Clerk)

Council Members
Ramirez (Ward 1)
Velasquez (Ward 1)
Copley (Ward 2)
Ayala (Mayor)
Ochoa (Ward 2)
Pantoya (Ward 3)
Rikhof (Ward 3)

EMPLOYEE SERVICE AWARDS

A. September 2026

1. Joshua Mosher - 5 years

2. Rick Aragon - 25 years

3. Francisco Salazar, Jr. - 35 years

CITIZEN PARTICIPATION (5-minute time limit per person)

INFORMATION

A. Honoring a La Junta Baseball Legend

CONSENT AGENDA

A. Regular Meeting Minutes September 8, 2026

B. Application for Renewal of a Retail Liquor Store License by J & S Liquor LLC, d/b/a J & S Liquor Store, 420 E. 1st Street

UNFINISHED BUSINESS

A. Second Reading/A TEMPORARY EVENT ORDINANCE AUTHORIZING THE LIMITED OPERATION OF GOLF CARTS, UTILITY TASK VEHICLES (UTVs), SIDE-BY-SIDES, AND OTHER APPROVED LOW-SPEED VEHICLES DURING THE ANNUAL LA JUNTA TARANTULA FEST (City Attorney) (Action)

B. (Re-adopt with recusal) A Resolution of the City Council of La Junta, Colorado, Authorizing the Conveyance of Certain Real Property Located at 322 Harriet Avenue to Otero College (City Attorney) (Action)

NEW BUSINESS

A. Intergovernmental Agreement Establishing the Arkansas Valley Emergency Communications Authority (Brad Davidson) (Action)

B. First Reading/AN ORDINANCE OF THE CITY OF LA JUNTA ESTABLISHING AN ECONOMIC DEVELOPMENT BOARD (City Attorney) (Action)

C. Committee/Board Report

D. City Manager Report

E. Community Events/Council Report

F. Governing Body Report

ADJOURN

La Junta Jr./Sr. High School
1817 Smithland Ave.
La Junta, CO 81050
(719) 384-4467

Duane Grasmick, Athletic Director
(719) 384-3042 (Office)
(719) 671-7163 (Cell)
dgrasmick@lajunta.k12.co.us

To: La Junta City Council
Re: Honoring a La Junta Baseball Legend

The La Junta Athletic Department would like to propose honoring a significant and honored former Tiger baseball legend in Jim Sullivan by naming the field at Potter Park after him. We are proposing "Jim Sullivan Field at Potter Park" be used going forward to take a moment to recognize a La Junta native son who went on to teach, coach and be an administrator for La Junta Public Schools.

Born in 1951, Jim Sullivan immediately made baseball a focus. He began to play at the age of seven, and after high school he was drafted by the Washington Senators out of high school, but chose to stay in state and play for the Colorado State Rams. He would also play summer semi-pro baseball in Grand Junction. He also represented the United States in Japan for a series of games. He also was drafted after his time at CSU by the New York Yankees, where he played for two years before returning to La Junta.

He would return to become the High School Head Baseball Coach, bringing his own brand of exciting baseball to Colorado, earning the name "Sullyball" that his players still brag about to this day. "Sullyball" would bring four state championships and three runnerup teams to La Junta. La Junta would be a multiple-time state qualifier and Sullivan would end his career with an overall record of 208 wins and 98 losses. La Junta would also have a legacy of being a 'baseball town" thanks to Sullivan and his multitude of players, including greats like Rich McIntyre, Mike Oquist, Frank Gonzales and a multitude of players that would play college baseball.

Sullivan would retire in 2010, but would leave a lifetime of memories and success for La Junta and its community. Much like we honor Tippy Martinez, the Athletic Department is asking for this renaming of the field at Potter Park to honor one of the state's best baseball men.

If the council will allow this to happen, we would like to dedicate the new name at our first night of the Jim Sullivan Classic baseball tournament. The dedication would be March 25th at 6:30 pm before La Junta's first game in the weekend tournament.

MINUTES
REGULAR MEETING LA JUNTA CITY COUNCIL
LA JUNTA, CO
SEPTEMBER 8, 2026
6:00 PM
COUNCIL CHAMBERS
601 COLORADO AVENUE

INVOCATION (Mayor Ayala)
Mayor Ayala gave the invocation.

PLEDGE OF ALLEGIANCE (Mayor Ayala)
Mayor Ayala led everyone in the Pledge of Allegiance.

CALL TO ORDER (Mayor Ayala)
The Regular Meeting of the City Council of the City of La Junta, Colorado, was called to order by Mayor Ayala on Tuesday, September 8, 2026, at 6:01 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL (City Clerk)

Present:	Paul Velasquez, Ward 1 Scott Copley, Ward 2 Joe Ayala, Mayor Lisa Pantoya, Ward 3 Maureen Rikhof, Ward 3
Absent:	Damon Ramirez, Ward 1 Chandra Ochoa, Ward 2
Also Present:	Michael Hart (City Manager), Clay Buchner—via Zoom (City Attorney), Melanie Scofield (City Clerk), Aliza Libby (Director of Finance), Tom Seaba (Director of Water Utilities), Pam Denahy (Director of Tourism), Dawn Block (Personnel Director), Paula Mahoney (Admin. Asst.), Kasey Miehlke (La Junta), Gary Reed (Rocky Ford), Brittany Baylor (Inspiration Field), CaSandra Thomas (La Junta), Elaine McIntyre (La Junta), Lisa Doney

PROCLAMATION

A. 9/11 Proclamation

Mayor Ayala proclaimed September 11 as Patriot Day and National Day of Service and Remembrance.

INFORMATION

A. Second Cycle Utility Billing (Aliza Libby)

Aliza Libby, Director of Finance, spoke about the issues of the Cycle 2 Utility Billing. There were communication issues with her department and the electric and water departments. She reiterated that the reads are correct and all the meters are working properly. If it's a hardship economically for anyone affected, please come in to the office for assistance.

B. Presentation on the Pueblo Sewage Spill (Tom Seaba)

On August 26–27, a bypass line failed during work on a 108-inch pipe that caused a major raw sewage spill in Pueblo, entering the river near Confluence Park (where Fountain Creek joins the Arkansas River). Areas upstream of Pueblo Reservoir are unaffected, but downstream communities are impacted. Guidelines from the CDPHE, Pueblo City-County Health Department, Otero County Health Department and other agencies recommend that people avoid contact with the river downstream. Safety guidelines we are following are do not swim, wade, tube, kayak or fish in the Arkansas River. Do not drink or use untreated river water for any kind of food preparation. Keep children, pets and livestock away from the river as best you can. Do not use untreated river water in any way to prepare raw fruits or vegetables. The contaminated water will contain bacteria, and potential viruses or other parasites that can cause diarrhea, vomiting, stomach cramps, fever or other illnesses. Anyone who comes into contact with river water and begins to experience any of these symptoms should immediately wash their hands or any other exposed skin with soap and clean water. Remove any wet clothing and wash it separately and thoroughly or perhaps consider throwing it away. Contact your personal health care provider if any of these symptoms persist or develop more strongly, especially if it is somebody who is very young, older, pregnant or has a weakened immune system. Local drinking water is completely safe. The Water Treatment Plant is functioning properly, and subsequent testing shows the water quality remains identical to what it was before the incident. The river will naturally clean itself through aeration and settling basins and UV light from abundant local sunlight. While current drought conditions mean low river flows are slowing down dilution, Pueblo Reservoir recently increased releases to 60 cubic feet per second, which will help flush the contamination downstream.

C. Auggie's Market (Nolan Brown)

Nolan Brown was unable to make it to the meeting tonight. This item will be rescheduled.

CITIZEN PARTICIPATION (5-minute time limit per person)

Lisa Doney: Shared concerns with the council regarding a council member getting in her face in public, Officer Zgorzynski being on FMLA and whether he'll be required to complete a fit-for-duty and should he be required to leave departmental property at the police department, the La Junta Mayor in reference to the little girl that drowned, and Brian Lovato's about needing to get over it and move on in reference to the child's death.

CONSENT AGENDA

A. Regular Meeting Minutes August 17, 2026

B. Special Meeting Minutes August 31, 2026

C. Application for a Special Events Permit by La Junta Chamber of Commerce, Christina Tozzie, Event Manager. The event is the 9/11 Gala, a 25th Anniversary Commemoration Fundraiser for Local Responders to be held September 12, 2026 from 4:00 p.m. to 11:59 p.m. at 612 Adams Avenue

D. Application for a Special Events Permit by La Junta Chamber of Commerce, Christina Tozzie, Event Manager. The event is the 5th Annual Tarantula Fest to be held September 25, 2026 from 12:00 p.m. to 11:59 p.m. at 316 Santa Fe Avenue (Live Well Park)

E. Application for a Special Events Permit by Inspiration Field, Brittany Baylor, Event Manager. The event is their Hall of Fame Dinner to be held October 10, 2026 from 12:00 p.m. to 11:00 p.m. at 612 Adams Avenue

F. Application for a Special Events Permit by Inspiration Field, Brittany Baylor, Event Manager. The event is their 15th Annual Monster Bash to be held October 24, 2026 from 7:00 p.m. to 11:30 p.m. at 612 Adams Avenue

G. Application for a Special Events Permit by Inspiration Field, Brittany Baylor, Event Manager. The event is their 5th Annual Holiday Craft Show Sip 'N Shop to be held November 7, 2026 from 8:00 a.m. to 2:00 p.m. at 612 Adams Avenue

H. Application for Renewal of a Fermented Malt Beverage and Wine Liquor License by Tran & Yen LLC, d/b/a Asian Cafe, 414 W. 1st Street

MOTION TO APPROVE THE SEPTEMBER 8, 2026 CONSENT AGENDA: Rikhof
SECOND: Velasquez
DISCUSSION: There was no discussion
VOTE: The motion carried 4-0 (Ramirez and Ochoa absent; Pantoya abstained)

NEW BUSINESS

A. Present the 2027 Budget (Aliza Libby) (Information)

Finance Director Aliza Libby delivered the 2027 budget. A public budget hearing is scheduled for Monday, September 21, 2026 at 5:00 p.m.

B. City Manager Semi-Annual Review (Mayor Ayala)

At the beginning of the year, we did an annual review and gave Michael some specific tasks. One of those tasks was to have a workforce analysis conducted by a third party to see if we were staffed correctly. This would show us if we had the proper number of staff for each department. When those numbers came back the first time, it was almost $30,000. Now we're being told maybe $50,000 to $70,000. So council came to a consensus that we want Michael to do that himself. Michael agreed to that, and he would be switching from the third party and doing it to himself. We also talked about ways where he can communicate with the public and make himself available. Just get with Paula to set up an appointment.

C. First Reading/A TEMPORARY EVENT ORDINANCE AUTHORIZING THE LIMITED OPERATION OF GOLF CARTS, UTILITY TASK VEHICLES (UTVs), SIDE-BY-SIDES, AND OTHER APPROVED LOW-SPEED VEHICLES DURING THE ANNUAL LA JUNTA TARANTULA FEST (City Attorney) (Action)

Main Street and Urban Renewal had a tour with the Electric Department, and it was discussed that this event might be a good way to start. These vehicles are used by committee members for Tarantula Fest and Early Settlers Day. The police chief was also spoken to about this, and he felt like this would be a great trial run. If it works for this event, it could work for other events, and maybe it could be something that the City Council takes on for the community in the future. (Discussion continued regarding different aspects of the ordinance and concerns to keep in mind.)
MOTION TO PASS THE ORDINANCE ON FIRST READING: Rikhof
SECOND: Pantoya
DISCUSSION: It was suggested to get a report back on how this went, what worked, what didn't work, so if we continued, we'd have some data.
VOTE: The motion carried 5-0 (Ramirez and Ochoa absent)

D. Committee/Board Report

Senior Center Advisory Board (Council Member Velasquez):

- Increasing the prices for their senior breakfasts and lunches to $5.00.

Economic Development (City Manager Hart):

- Have finalized all the documentation and have sent the suggested ordinance to the city attorney.

E. City Manager Report

- Police Department: Total of 1,803 calls for service. They had 84 arrests, 165 traffic stops, and 17 traffic collisions.
- Code Enforcement: There were 201 calls for service, with 127 muni code violations and 74 animal complaints.
- Fire Department: There were 194 calls for service, 128 were EMS, 45 were for miscellaneous calls, 13 motor vehicle collisions, four structure fires, two wild land fires, one vehicle fire, and one search and rescue.
- Street Department: Have been a little short on staff. Work will begin tomorrow at 9th Street between Santa Fe and Belleview Avenue. This will include the intersection of 9th and Santa Fe. After that, they're going over to the 100 block of Lincoln and the 100 block of Belleview. Last for the season, they'll be replacing the intersection at 5th and Colorado as a joint venture with TLM.
- Sanitation Department: Free curbside recycling should be up and going, hopefully by the end of the year.

- Human Resources: Has one position as a bus driver at the Senior Center.
- Parks Department: Youth football is starting on Saturday. Youth volleyball starts next week. All the heavy-duty stainless steel toilets are finally in, and we're waiting to schedule the plumbers.
- Airport: That project is about one to two days behind schedule. They have started coming in at midnight and working overnight to catch up. They're still going to be done with that by September 21st.
- Library: Lego Club on the 1st and 3rd Wednesday, Teen Activity Group on the 2nd and 4th Wednesday, Friday Story Time at 10:00 a.m. on Fridays, and Friday Fillers for kindergarten through 6th grade at 1:00 p.m. on Fridays.

F. Community Events/Council Report

- Fahrenheit 451 at the Picketwire will be starting Thursday night.
- 9-11 Ceremony will start off with a parade at 10:00 a.m. on Friday morning. Then we'll have a football game that night. We'll have our American Legion post-night presenting the colors before the kickoff and then the Chamber will have a halftime presentation. On Saturday, there are 13 service projects.
- Tarantula Fest at the end of the month on the 25th and 26th.

G. Governing Body Report

Council Member Velasquez:

- Attended the Keeping Colorado Competitive Listening and Breakout Sessions held at the college.

Mayor Ayala

- Senator Hickenlooper was in La Junta at the Masonic Lodge and Temple.

Council Member Rikhof:

- The Attorney General's office was also in La Junta for a nine-county listening tour.

Potential conflict of interest during the Otero College motion at the last meeting: The town administrator made a comment regarding the possible or apparent conflict of interest with someone voting on transferring property to Otero College when that person was an employee of the college. There was the appearance of a by-miss decision because if you're getting paid by an entity, and then you are also providing something of value to that entity, it just has the appearance of impropriety or conflict and, ultimately, it's up to the council member to determine and or make that decision to recuse themselves. It would be a lot cleaner to not participate and for the council member to not have participated in that particular vote. It was suggested to either go forward with the understanding of the advice that staff has given, or you could vacate the decision and make a motion with the council member having recused themselves, so that it wouldn't be challenged in the future. After further discussion, it was decided to place the item on the next agenda to readopt the resolution with recusals.

ADJOURN

There being no further business, the meeting adjourned at 7:30 p.m.

ATTEST: CITY OF LA JUNTA

Melanie R. Scofiled, City Clerk

Joseph Ayala, Mayor

ORDINANCE NO. 1703

A TEMPORARY EVENT ORDINANCE AUTHORIZING THE LIMITED OPERATION OF GOLF CARTS, UTILITY TASK VEHICLES (UTVs), SIDE-BY-SIDES, AND OTHER APPROVED LOW-SPEED VEHICLES DURING THE ANNUAL LA JUNTA TARANTULA FEST

WHEREAS, the City Council of the City of La Junta recognizes the annual La Junta Tarantula Fest as an important community event that promotes tourism, economic development, and civic engagement; and

WHEREAS, the festival requires transportation assistance for event organizers, volunteers, vendors, sponsors, public safety personnel, and individuals with mobility limitations; and

WHEREAS, the City Council finds that allowing the temporary operation of golf carts, utility task vehicles (UTVs), side-by-sides, and other low-speed vehicles on designated streets and event areas under controlled conditions will enhance the safe and efficient operation of the festival;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA JUNTA, COLORADO:

Section 1. Purpose
The purpose of this Ordinance is to establish temporary regulations for the operation of golf carts, side-by-sides, utility vehicles, and similar low-speed vehicles during the La Junta Tarantula Fest.

Section 2. Effective Period
This Ordinance shall become effective upon passage and shall remain in effect beginning at 12:01 a.m. on Friday September 25, 2026 and ending at 11:59 p.m. on Saturday, September 26, 2026.

Section 3. Authorized Vehicles
The following vehicles may operate under this Ordinance:

1. Golf carts.
2. Utility Task Vehicles (UTVs).
3. Side-by-side recreational utility vehicles.
4. Other low-speed utility vehicles approved by the City Manager or designated Festival Coordinator.

Section 4. Permitted Streets and Roadways
A. Vehicles authorized under this Ordinance may operate only on streets owned and maintained by the City of La Junta and within designated festival areas.

B. Vehicles authorized under this Ordinance shall not be operated on State Highway 50, State Highway 109, or U.S. Highway 350.

C. Nothing in this Ordinance shall authorize the operation of any vehicle on state-owned highways or roadways under the jurisdiction of the Colorado Department of Transportation unless separately authorized by the appropriate authority.

Section 5. Equipment Requirements
Authorized vehicles shall have:

1. Functional brakes.
2. Operational steering.
3. Headlights and taillights if operated after sunset.
4. A slow-moving vehicle emblem or other visible safety markings when operating on public streets.

Section 6. Operator Requirements
Operators shall:

1. Possess a valid driver's license.
2. Be at least eighteen (18) years of age.
3. Carry bill of sale, title of vehicle, or other proof of ownership.
4. Carry proof of insurance, liability minimums apply in accordance with state law.
5. Operate the vehicle in a safe and prudent manner.
6. Comply with all directions from law enforcement, fire personnel, event staff, and traffic control personnel.

Section 7. Operational Restrictions
A. Maximum speed shall not exceed twenty (20) miles per hour or any lower posted speed limit.

B. Vehicles may operate only on:

- City streets authorized by this Ordinance;
- Festival grounds;
- Event staging, vendor, parking, and support areas.

C. Vehicles shall yield at all times to:

- Pedestrians;

- Emergency vehicles;
- Parade participants.

D. No reckless driving, racing, stunts, or exhibition driving shall be permitted.

E. No person shall operate a vehicle while under the influence of alcohol or controlled substances.

F. Occupancy shall not exceed the manufacturer's stated seating capacity.

Section 8. Accessibility and Special Use
Nothing in this Ordinance shall prohibit the use of approved mobility devices or transportation accommodations necessary to assist individuals with disabilities.

Section 9. Enforcement
The La Junta Police Department and designated City officials are authorized to enforce the provisions of this Ordinance.

Any operator violating this Ordinance may be ordered to cease operation immediately and may be subject to citations or penalties as provided by applicable law.

Section 10. Liability
When operated on any public road in the City, authorized vehicles as described in Section 3 of this Ordinance shall be considered to be "motor vehicles" as defined by the Colorado Motor Vehicle Financial Responsibility Law, Article 7, Title 42, C.R.S., and shall be required to maintain, and produce upon request by any law enforcement officer, liability insurance equal to at least the minimum amount required by law.

Operators shall be responsible for damages or injuries resulting from negligent or unlawful operation of a vehicle under this Ordinance. Nothing herein shall be construed as creating liability on the part of the City beyond that provided by applicable law.

Section 11. Severability
If any section, subsection, sentence, clause, or provision of this Ordinance is declared invalid, the remaining portions shall remain in full force and effect.

Section 12. Repeal and Expiration
This Ordinance is temporary in nature and shall automatically expire at 11:59 p.m. on Saturday, September 26, 2026, unless extended by action of the City Council.

INTRODUCED AND PASSED on first reading this 8th day of September, 2026

ADOPTED AND APPROVED on second reading this 21st day of September, 2026

CITY OF LA JUNTA, COLORADO

____
Joseph Ayala, Mayor

ATTEST:

____
Melanie R. Scofield, City Clerk

APPROVED AS TO FORM:

____
Clayton Buchner, City Attorney

RESOLUTION NO. R-13-2026

A RESOLUTION OF THE CITY COUNCIL OF LA JUNTA, COLORADO, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED AT 322 HARRIET AVENUE TO OTERO COLLEGE

WHEREAS, the City is a Home Rule City organized under the laws of the State of Colorado; and

WHEREAS, the City is the owner of certain real property described as follows:

322 Harriet Avenue, La Junta, Colorado

WHEREAS, the Board of Education of Otero College ("College") has expressed a need to acquire the Property for the public purpose of expanding construction trade and vocation educational facilities; and

WHEREAS, the City Council finds that the Property is not currently needed for any municipal purpose and that its use by the College will directly benefit the residents of the municipality; and

WHEREAS, the City and the College are authorized to cooperate and contract with one another for any function, service, or facility authorized by law pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-203, C.R.S.; and

WHEREAS, the City desires to authorize the conveyance of the Property to the College in consideration of the mutual benefits to be derived by the parties and the public.

BE IT THEREFORE RESOLVED BY THE CITY OF LA JUNTA, COLORADO as follows:

Section 1. Conveyance Authorized. The City Council hereby approves the conveyance of the Property, 322 Harriet Avenue, La Junta, CO, to Otero College.

Section 2. Execution of Deed and Documents. The Mayor or City Manager and the Town Clerk are hereby authorized and directed to execute a Quitclaim Deed and any other necessary closing documents, including the state-required Real Property Transfer Declaration, to complete the transfer of title.

Section 3. Effective Date. The resolution is enacted by the City Council of the City of La Junta, and will take effect immediately upon its adoption.

Executed this 31st day of August, 2026.

CITY OF LA JUNTA

____
Joseph Ayala, Mayor

ATTEST:

____
Melanie R. Scofield, City Clerk

INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ARKANSAS VALLEY EMERGENCY COMMUNICATIONS AUTHORITY

This Intergovernmental Agreement (Agreement) shall be effective as of 1st day of October, 2026, and the following Parties entered into this Agreement:

THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO;
THE BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY, COLORADO;
THE CITY OF LA JUNTA;
THE TOWN OF CHERAW;
THE TOWN OF SWINK;
THE TOWN OF MANZANOLA;
THE TOWN OF FOWLER;
THE CITY OF ROCKY FORD;
THE LA JUNTA RURAL FIRE PROTECTION DISTRICT;
THE ROCKY FORD RURAL FIRE PROTECTION DISTRICT;
THE MANZANOLA RURAL FIRE PROTECTION DISTRICT; and
THE FOWLER RURAL FIRE PROTECTION DISTRICT
(individually, a Party; collectively, the Parties).

WHEREAS, pursuant to the provisions of Section 29-1-201, C.R.S., as amended, the parties have the power and authority to enter into this Agreement for the purpose of providing a unified County emergency communications system; and

WHEREAS, this Agreement is intended to promote the coordination of full-time and event-specific emergency service communications, and dispatching by and for the Parties; and

WHEREAS, this Agreement is further intended to lead to the creation of a centralized multi-county emergency communications operation; and

WHEREAS, significant cost and organizational efficiencies can be realized if such facilities or site acquired is constructed, leased, operated and maintained jointly by the Parties through a separate, durable intergovernmental agreement, and entity.

NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, the parties agree as follows:

1. **Purpose.** As permitted by Section 29-1-203, C.R.S., as amended, the Parties hereby establish a separate legal entity to be known as the "Arkansas Valley Emergency Communications Authority" (the Authority), which shall be, responsible for establishing and administering the operation of a multi-county emergency communications and dispatch program as set forth herein. All parties to this Agreement are aware that the Authority as so established is a separate legal entity, which entity can enter into independent contracts, sue and be sued, and bears its own liability.

2. **Effect.** The Agreement shall take effect and the Authority shall be formed upon the execution of this Agreement by all Parties.

3. **Duties and Powers.**

    a) The authority of any Party shall not be imputed to any other Party or the Authority, and no debt, liability or obligation of the Authority shall be imputed to any Party.

    b) In order to achieve its purpose, the authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of its powers including the following:

        1. To make and enter into contracts, including agreements to receive and provide services, including administrative and financial services necessary for the operation of the Authority, including auditing, financial and payroll services, legal services, and other incidental services normally associated with the operation of a governmental entity.

        2. To provide dispatch services and emergency communication services of all kinds, including the handling and processing of arrest warrant information for arrest warrants issued by the courts in the State of Colorado and other states of the United States, for the benefit of and on behalf of all of the parties to this Agreement, including the provision of 911 and E-911 services directly or by contract.

        3. To provide emergency communications and dispatch services as defined in Paragraph 2 above for private organizations to the extent that such contract requires the payment of adequate consideration for the provision of those services.

        4. To employ agents and employees necessary to carry out the purposes of this Agreement.

        5. To acquire, construct, maintain, manage, lease, hold or dispose of any real property necessary for the purposes of this Agreement.

        6. To acquire, construct, maintain, manage, lease, hold or dispose of any personal property necessary for the purposes of this Agreement.

        7. To condemn property for public use to the extent needed for the acquisition of utility easements, access easements, repeater, and transmission facilities, to the extent all such facilities or similar facilities are located at sites remote from a central dispatch center and not otherwise held or owned by another public entity.

        8. To incur debts, liabilities and obligations necessary for the operation of the Authority, to sue and be sued in its own name.

9. To have and use a corporate seal.

10. To fix, maintain, revise, fees, rates and charges for functions or services or facilities provided by the entity for those not Parties to the Authority, as well as fees to a Party for special services not contemplated in the day-to-day operation of the Authority, pursuant to a fee schedule adopted by the Board of Directors.

11. To adopt by resolution, regulations respecting the exercise of the authorities, powers and carrying on of its purposes.

12. To apply for and accept grants, advances and contributions.

13. To adopt annually a budget setting forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserves expenditures, and submit that budget for final approval to the Board of County Commissioners of Otero County and Kiowa County, as required by Section 30-11-107, C.R.S., as amended.

14. To authorize expenditures pursuant to the approved budget and appropriations.

4. Board of Directors.

A. The governing body of the Authority shall be known as the Board of Directors, in which all legislative power of the Authority shall be vested.

B. The Board of Directors shall be initially comprised of the following members of the Authority (Members):

1. The Board of County Commissioners of Otero County shall be entitled to one Member of the Board of Commissioners as appointed by that Board;

2. The Board of County Commissioners of Kiowa County shall be entitled to one Member of the Board of Commissioners as appointed by that Board;

3. The Otero County Sheriff;

4. The Kiowa County Sheriff;

5. One appointee by the Board of County Commissioners of Otero County;

6. The City of La Junta Police Chief;

7. The City of Rocky Ford Police Chief;

8. The City of La Junta Fire Chief;

9. The City of Rocky Ford Fire Chief; and

10. Two(s) at-large members appointed by the Members.

C. Members may serve until such time as they resign from the Authority, resign from their position with any party or removed by their appointing governing body.

5. **Budget.** The Board of Directors shall provide in the Bylaws for an Authority budget cycle which coincides with the budget cycle for Otero County and Kiowa County and complies with the Local Government Budget Law of Colorado. That budget, prepared by the Regional Communications Center Director, shall set forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserve expenditures for the following fiscal year. The budget shall be subject to annual review, approval and appropriation by the Board of Directors. Once appropriated, all expenditures will not exceed the budget or amended budget approved by the Board of Directors. Additionally, the Board of Directors may anticipate revenue from grants, donations, non-Party user charges, fees collected from an approved schedule, fees for special services to a Party, and interest on funds received by the Authority. All revenue sources shall be specifically identified in the budget process.

6. **Records.** The Parties to this Agreement shall have access at all times to the records of the Authority. All records requests shall be responded to in accordance with the Colorado Open Records Act and Colorado Criminal Justice Records Act.

7. **Financial Services.** The Authority shall maintain its own bank accounts and funds separate from those of the Parties. All monies shall be kept in accordance with statutory requirements for public funds specified in Section 24-75-601, and Section 11-10.5-101, C.R.S., as amended. All investments of funds appropriated to the Authority shall comply with statutory limitations. No Party shall be permitted to provide the services set forth in this section.

8. **Personnel.**

a) The Authority is authorized to employ necessary staff and personnel to perform its purpose of providing a multi-county emergency communications and dispatch operation. The Authority shall maintain adequate insurance to cover employment-related lawsuits brought by or on behalf of any employee retained by the Authority. Additionally, the Authority is authorized to contract with Parties to this Bylaws for the provision of necessary staff and personnel to perform its functions. Through such contractual arrangement with Parties to this Bylaws, the Authority shall not undertake an employee/employer relationship with the employees of the party performing the contracted services.

b) To the extent the Authority retains its own staff, the Authority shall adopt a personnel policy specifying the conditions of that employment.

c) For the position of Executive Director and other specific positions denominated by the Board of Directors, the Authority may enter into a contractual arrangement, which contracts must establish an at-will employment status.

9. **Audits.** Pursuant to Colorado law, the Authority shall cause an annual independent audit to be made of its books and records. This audit shall be provided to the governing body of each Party to this Agreement.

10. **Radio Frequencies.** Each Party shall offer for the common use of the Authority all radio frequencies and radio talk groups licensed to a Party which are appropriate for fire or law enforcement use. Each Party agrees to abide by the decisions of the Authority concerning use of such frequencies. Each Party agrees to renew such licenses unless relieved of that obligation by the Authority. The Authority shall bear all costs and undertake all duties regarding transfer of ownership of such licenses, if required by Federal regulation. The Executive Director and the Executive Board shall coordinate renewal and management of all licenses to ensure their viability.

11. **No Liability.** The Members and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance for the Members and the Authority against any suit which may be brought against them. The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the Members.

12. **Indemnification.** The Authority created through the execution of this Agreement shall hold harmless, indemnify and defend every Party to the Authority from any claim arising from or in any way related to the creation, operation or performance of the Authority, its officers, directors, employees or agents, whenever that entity or those individuals are acting in their capacity on behalf of the Authority.

13. **Withdrawal, Termination and Dissolution**

   a) Parties may withdraw from this Agreement upon written notice to the Authority, giving six (6) months notice prior to the commencement of the fiscal year in which membership in the Authority will cease. A party which has given notice of withdrawal retains all rights and obligations of a party until the effective date of the withdrawal.

   b) Except as otherwise provided in this Agreement, upon the effective date of withdrawal or termination of participation in this Agreement and in the Authority, the Party forfeits any and all right, title and interest that it might otherwise have in the property or assets of the Authority.

   c) Termination of the membership of any Party may be accomplished by a 2/3 vote of the Parties of the Authority. Such termination may be accomplished solely through a finding that a Party has violated the terms of this Agreement.

   d) The Authority may be dissolved through termination of this Agreement by the written mutual consent of three-quarters (3/4) of all Parties in good standing, which 3/4 majority must include Otero County and Kiowa County. The agreement providing for dissolution of the Authority shall also provide that all assets titled to or held in the ownership of the Authority shall become the property and under the ownership of the Otero County Board of County Commissioners and Kiowa County Board of County Commissioners.

e) Upon withdrawal, termination or dissolution, a Party shall retain ownership of all property and assets separately titled to those owners.

14. Amendments. Except as set forth in this paragraph, this Agreement may be amended by the approval of not less than two-thirds (2/3) of the Parties in good standing, including approval of the Boards of County Commissioners for Otero County and Kiowa County.

15. Miscellaneous Provisions.

a) The waiver by the Authority or any Party of any breach of any term, covenant, or condition of this Agreement by any other Party or the Authority shall not be deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or of any other term, covenant, or condition of this Agreement.

b) This Agreement is solely for the benefit of the Parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein.

c) This Agreement contains the entire agreement between the Parties and shall not be amended or modified in any manner except in accordance with the amendment procedure set forth herein.

d) All notices to Parties shall be deemed to have been given when mailed to the governing body of a Party. Additionally, all notice to the Authority shall be deemed to have been given when mailed to the Board of Directors of the Authority.

e) If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application; and, to this end, the provisions of the Agreement are deemed to be severable.

f) The provisions of this Agreement shall apply to and bind the legal representatives and successors of interest of all of the Parties and all of the covenants are to be construed as conditions of this Agreement.

g) This Agreement may be executed in counterpart copies and shall be in full force and effect as set forth above.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their seals and signatures on the day and year set forth below their respective signatures.

[Signatures on Following Pages]

THE BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, COLORADO

By: Date:
Title:

ATTEST:

Clerk and Recorder

THE BOARD OF COUNTY COMMISSIONERS
OF KIOWA COUNTY, COLORADO

By: Date:
Title:

ATTEST:

Clerk and Recorder

THE CITY OF LA JUNTA

By: Date:
Title:

ATTEST:

Clerk

THE TOWN OF CHERAW

David S Howard

By: David S. Howard
Title: Mayor

Date:

ATTEST:

Clerk

THE TOWN OF SWINK

9-9-26

By:
Title:

Date:

ATTEST:

Conni Salzbrenner

Clerk

THE TOWN OF MANZANOLA

By:
Title:

Date:

ATTEST:

Clerk

THE TOWN OF FOWLER

By:
Title:

Date:

ATTEST:

Clerk

THE CITY OF ROCKY FORD

By: Date:
Title:

ATTEST:

Clerk

THE LA JUNTA RURAL FIRE PROTECTION DISTRICT

By: Robert M Fowler Date:
Title: Treasurer

ATTEST:

Secretary

THE ROCKY FORD RURAL FIRE PROTECTION DISTRICT

By: Date:
Title:

ATTEST:

Secretary

THE MANZANOLA RURAL FIRE PROTECTION DISTRICT

By: Date:
Title:

ATTEST:

Secretary

THE FOWLER RURAL FIRE PROTECTION DISTRICT

By: Date:
Title:

ATTEST:

Secretary

ORDINANCE NO. 1704

AN ORDINANCE OF THE CITY OF LA JUNTA ESTABLISHING AN ECONOMIC DEVELOPMENT BOARD

WHEREAS, the City of La Junta, Colorado ("City") is a statutory City and political subdivision of the State of Colorado, duly organized and operating under the constitution and laws of the State of Colorado; and

WHEREAS, the City of La Junta acting by and through its City Council has the power and authority to establish an economic development board setting its composition, appointment method, and advisory charge pursuant to C.R.S. § 31-4-101(2); and

WHEREAS, the City of La Junta hereby finds and determines that adopting the La Junta Economic Development Board is appropriate and necessary to the function and operation of the City; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA JUNTA, COLORADO, AS FOLLOWS:

Section 1. Municipal Code Chapter 2.44 of the La Junta Municipal Code is adopted in the substantially the same form and format as the attached **Exhibit A**.

Section 2. **Severability**. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 7. **Savings Clause**. Except as added hereby, the La Junta Municipal Code, shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED in full on first reading this 21st day of September, 2026.

CITY OF LA JUNTA, COLORADO

____
Joe Ayala, Mayor

ATTEST:

____
Melanie Scofield, City Clerk

PUBLISHED in full in __________ a newspaper of general circulation in the City of La Junta, Colorado, on this ___ day of ________, 2026.

PASSED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED, with any amendments, this ___ day of ___________, 2026.

CITY OF LA JUNTA, COLORADO

____
Joe Ayala, Mayor

ATTEST:

____
Melanie Scofield, City Clerk

PUBLISHED BY TITLE ONLY in The _____a newspaper of general circulation in the City of La Junta, Colorado, following final reading on this ___ day of ________, 2026.

MUNICIPAL CODE CHAPTER 2.44

CHAPTER 2.44 La Junta Economic Development Board (formerly La Junta Capital, Inc)

2.44.010 Established authority. (a) The La Junta Economic Development Board is organized under the City of La Junta.

(b) The Board Rules of the La Junta Economic Development Board require that its members be appointed by the City Council.

(Ord. 1025, 1990; Ord. 1017, 1990)

2.44.020 Membership. Pursuant to the Board Rules of the La Junta Economic Development Board, the Board of Directors shall consist of no less than seven (7) and no more than nine (9) members. To ensure a broad range of community expertise, the membership shall include the following affiliations:

- One (1) member representing the finance industry; *(initial one year term)*
- One (1) member representing education; *(initial two-year term)*
- One (1) member from the local business community; *(initial three-year term)*
- One (1) member representing the healthcare industry; *(initial one year term)*
- One (1) member who is a licensed realtor; and *(initial two-year term)*
- One (1) member representing the Industrial Park. *(initial three-year term)*

The remaining seats on the Board shall be filled by at-large members from the community.

2.44.030 Term. The Board of Directors shall be appointed by City Council for respective terms of three (3) years. Initial appointments shall be staggered (with one, two, and three-year start terms) to ensure that the City Council appoints or reappoints roughly one-third of the Board members annually.

2.44.040 Limitations. No elected official of the City may serve as a director of said Board.

2.44.050 Duties. The duties of the directors shall be those prescribed by the Operating Procedures and Board Rules, as well as any requirements pursuant to contracts entered into by the Board.

2.44.060 Oversight. To ensure alignment with municipal objectives, the Board shall function under the direct oversight and guidance of the City of La Junta City Manager.

Administration of Board duties shall be conducted by the Director of Economic Development for the City of La Junta who reports directly to the City Manager.

BOARD RULES OF THE LA JUNTA ECONOMIC DEVELOPMENT BOARD

ARTICLE I: Name The name of this city-organized body shall be the La Junta Economic Development Board.

ARTICLE II: Duration The Board shall exist perpetually unless dissolved by the City Council of La Junta.

ARTICLE III: Purpose and Mission –The primary mission of the Board is to harness local assets, skills, and knowledge to create prosperity in La Junta. The Board is organized to:

- Prioritize the retention and expansion of existing La Junta businesses to ensure long-term economic stability and sustainable growth.
- Provide strategic direction for economic development networks among constituents, including La Junta businesses, regional development districts, and state agencies.
- Advise businesses as they begin, grow, and mature, while fostering an entrepreneurial culture in the area.
- Gather, interpret, and present data regarding the economic health of La Junta.
- Champion La Junta to outside entities to improve perceptions and advocate for policies that strengthen the local economy.

ARTICLE IV: Powers In furtherance of its purposes, the Board shall have the authority to:

- Manage the business and affairs of the Board under the authority of the City.
- Borrow or raise monies and issue promissory notes or other negotiable instruments to carry out its purposes.
- Acquire, construct, convert, or expand plant facilities for lease or sale to assist industrial growth.
- Help administer municipal, state and/or federal-level incentive programs to provide opportunities for businesses to locate and expand in La Junta
- Contract for professional services necessary to fulfill the economic goals of the City.
- Note: In no event shall the City of La Junta be obligated upon, or act as guarantor for, the obligations of the Board.

ARTICLE V: Board Governance & Officers

- Appointment: All directors are appointed by the La Junta City Council. No elected official of the City may serve as a director.
- Composition: The Board shall strive for a diversity of seats, including representatives from finance, education, the general business community, the real estate industry, the industrial park, and healthcare. Any remaining positions shall be filled by at-large members from the community.
- Board Positions (Officers): The Board shall elect from its membership the following officers:
    - Chair: To preside over all Board meetings and oversee the execution of Board resolutions.
    - Vice-Chair: To assist the Chair and perform duties in their absence.
    - Secretary: To maintain minutes of all proceedings, act as custodian of records, and ensure proper notice of meetings is given.
    - Treasurer: To oversee the financial affairs of the Board and present financial reports as requested.
- Election of Officers: Officers shall be elected annually by a majority vote of the Board at its first regular meeting of the fiscal year. Officers shall hold their positions until their successors are duly elected and qualified.
- Term: Directors serve three-year terms. Initial appointments shall be staggered (with one, two, and three-year start terms) to ensure that the City Council appoints or reappoints roughly one-third of the Board members annually.
- Oversight: To ensure alignment with municipal objectives, the Board shall function under the direct oversight and guidance of the City Manager. The administration of the Board will be conducted by the City Manager and/or the Director of Economic Development for the City of La Junta, who reports directly to the City Manager.
- Standards of Conduct: Directors must discharge their duties in good faith, with the care an ordinarily prudent person would exercise, and in the best interests of the City of La Junta.

ARTICLE VI: Fiduciary Matters

- Indemnification: The Board may indemnify directors, officers, employees, and volunteers to the fullest extent permissible under the laws of the State of Colorado.
- Conflicts of Interest: If a director is aware of a potential transaction involving a conflict of interest, they must immediately disclose all material facts and shall not be entitled to vote on the matter.

EXPANDED SECTION 2.44.050: DUTIES OF DIRECTORS

The duties of the directors shall be those prescribed by the Operating Procedures of the Board. Directors are specifically charged with the following:

1. **Strategic Direction**: Providing high-level guidance to ensure economic activities align with the long-term vision of the City.
2. **Economic Networking**: Actively build professional relationships between La Junta businesses and regional or state partners.
3. **Incentive Administration**: Assisting local businesses in navigating and securing available municipal, state and /or federal-level incentives to support local business expansion.
4. **Information Stewardship**: Acting as a knowledge portal by collecting and analyzing local economic data for the City Council and the public.
5. **Business Advisory**: Serving as a resource for local entrepreneurs to help them navigate the challenges of beginning, growing, and maturing a business.
6. **Intentional Recruitment**: Strategically identifying and attracting businesses that align with the community's unique character and utilize local assets, such as the industrial park, to ensure a sustainable fit for the La Junta economy.
7. **Economic Navigation**: Serving as a reliable navigator to help prospective businesses through the permitting and development review processes within La Junta.
8. **Performance Measuring**: Establishing clear criteria to track and report progress, including the success of retention efforts, business expansions, and successfully attained grants