

Ordinance Number: 968

AN ORDINANCE, AMENDING ORDINANCE #962, FOR THE REGISTRATION OF VACANT BUILDINGS AND PROPERTIES WITHIN THE LIMITS OF THE CITY.

WHEREAS, the City Council of the City of Rocky Ford wishes to clarify its intent to require land and building owners to register all vacant property and structures within the City of Rocky Ford. The City of Rocky Ford has the authority to enact responsible ordinances to help rehabilitate vacant buildings and land.

NOW THEREFORE, IT HEREBY BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKY FORD, COLORADO AS FOLLOWS:

SECTION 1 DEFINITIONS:

1. **Secured by other than normal means.** A building secured by means other than those used in the design of the building.
2. **Unoccupied.** A building which is not being used for the occupancy authorized by the owner.
3. **Unsecured.** A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.
4. **Vacant building.** A building (not including government owned buildings) which is:
 1. Unoccupied or unsecured.
 2. Unoccupied and secured by other than normal means.
 3. Unoccupied and an unsafe building determined by the Fire Department.
 4. Unoccupied and having utilities disconnected.
 5. Unoccupied and has housing or building code violations.
 6. Illegally occupied including loitering and vagrancy.
 7. Unoccupied for over ninety (90) days and having an existing code violation issued by the Fire Department.
 8. Unoccupied with a mortgage status of abandonment (deceased or foreclosed).
 9. Unoccupied and abandoned by the property owner.

-Vacant Property Building Registration

- A. The owner shall register with City Hall no later than ninety (90) days after any building located in an area zoned for, or abutting an area zoned for, residential or commercial use in the City becomes a vacant building or no later than thirty (30) days of being notified by the city to register based on evidence vacancy, whichever event occurs first.
- B. The registration shall be submitted on forms provided by city hall and shall include the following information supplied by the owner:
 1. The name(s) and address(es) of the owner or owners.
 2. If the owner does not reside in Otero County or within ten (10) miles of Rocky Ford City limits, the name and address of any third party who the owner has entered into a contract or agreement with for property management. By

designating an authorized agent under the provisions of this Section, the owner is consenting that the third party is authorized to receive any and all notices relating to the property and conformance of any and all ordinances.

3. The names and addresses of all known lien holders and all other parties with an ownership interest in the building.
 4. A telephone number where a responsible party can be reached at all times during business and non-business hours.
- C. The owner shall submit a vacant building plan which must meet the approval of the City Manager. The plan, at a minimum, must contain information from one (1) of the following two (2) choices:
1. If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition which includes starting within thirty (30) days of acceptance of the proposed demolition timeline and does not exceed one (1) year in accordance with the Rocky Ford building code.
 2. If the building is to be returned to appropriate occupancy or use, rehabilitation plan for the building and grounds. The rehabilitation plan shall not exceed twelve (12) months from the time they obtain the permits, unless the City Manager grants an extension upon receipt of a written statement from the owner detailing the reasons for the extension. Any repairs, improvements, or alterations to the property must comply with any applicable zoning, housing, historic preservation, or building codes and the property must be secured during the rehabilitation.
- D. All applicable laws and codes shall be complied with by the owner. The owner shall notify city hall of any changes in information of their vacant building registration within thirty (30) days of the change. If the plan or timetable for the vacant building is revised in any way, the revision(s) must be in writing and must meet the approval of the City Manager.
- E. The owner and subsequent owners shall keep the buildings secured and safe and the building and grounds properly maintained in accordance with all applicable property.
- F. A new owner(s) shall register or re-register the vacant building with the city within thirty (30) days of any transfer of an ownership interest in the vacant building if the building continues to remain vacant after transfer. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the City Manager.
- G. The failure of the owner of the vacant owner to obtain a deed for the property or to file the deed with City Clerk shall not excuse the property owner from registering the property.
- H. Failure of the owner or any subsequent owners to maintain the building and premises that results in remedial action taken by the City shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by the law.
- I. The City Manager shall include in the file any property specific written statements from community organizations, other interested parties or citizens regarding the history, problems, status, or blighting influence of a vacant building.
- J. The registration and all associated processes must be completed in its entirety annually for as long as the property remains vacant.

-ESCROW

- A. Each demolition of a vacant building requires that the owner hold in escrow with the city a deposit of:
 - 1. An amount equal to the actual value as set forth on the most recent Otero County Assessor's Valuation Notice.
 - 2. The actual cost of demolition removal and asbestos removal
- B. If the amount to be set up in escrow cannot be paid in full, the City will place a lien on the property for the amount previously specified. The City will use these funds to complete the plans submitted by the owner in the event that the owner does not comply with the deadlines as previously submitted in the owner's vacant building plan.
- C. Escrow funds will be released upon completion of the work or transfer of ownership, provided that all fees have been paid in full.
- D. New owners must sign a form accepting responsibility for completing the demolition.

-Inspections

Fire Chief, Police Chief and code enforcement officer shall inspect any premises in the City for the purpose of enforcing and assuring compliance with the provisions of this Ordinance. Upon the request of the City Manager, an owner may provide access to all interior portions of an unoccupied building in order to permit a complete inspection. Nothing contained herein, however, shall diminish the owner's right to insist upon the procurement of a search warrant from a court of competent jurisdiction by the City Manager or her designee in order to enable such inspection. The City Manager shall be required to obtain a search warrant whenever an owner refuses to permit a warrantless inspection of the premises. The following shall apply:

- A. Vacant properties will be externally inspected by the Fire Chief, Police Chief and code enforcement officer a minimum of twice per year to ensure the compliance of property maintenance codes:
- B. Vacant properties will be both internally and externally inspected at the start of each registration period (new and renewal) and when the registration is terminated by the property owner.
- C. Vacant properties will be both internally and externally inspected upon acquisition of the property by a new owner and prior to an issuance of an occupancy permit.
- D. Any inspection that is to take place within thirty (30) days of a previous inspection may or may not be conducted at the discretion of the City Manager.

-Vacant Building Fees

The fees shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs incurred by the city monitoring the vacant building site. The annually increased fee amounts shall be reasonably related to the costs incurred by the City for demolition and hazard abatement of or repairs to vacant buildings, as well as the continued normal administrative costs as stated above.

- A. The owner of a vacant building shall pay an annual fee of two hundred fifty dollars (\$250.00) for the first year the building remains vacant. The owner of a vacant building

shall pay an annual fee of five hundred dollars (\$500.00) for the second year the building remains vacant. The owner of a vacant building shall pay an annual fee of seven hundred fifty (\$750.00) for the third year the building remains vacant. The owner of a building shall pay an annual fee of one thousand dollars (\$1000.00) for the fourth year and each subsequent year the building remains vacant.

- B.** The annual fee shall be paid in full prior to the issuance of any building permits unless the property is granted an exemption. The fee shall be prorated and a refund may be issued if the building is no longer deemed vacant under the provisions of this article within one hundred eighty (180) days of its registry.
- C.** All delinquent fees shall be paid by the owner prior to any transfer of ownership interest in the vacant building. A lien may be placed on the property to collect delinquent fees.
- D.** Late fees shall be paid in addition to the annual registration and will be equal to the annual fee or one thousand dollars (\$1000.00), whichever is less.
- E.** Fail to register property within the 90 days will cost owner an additional two hundred dollars (\$200.00).

-Exemptions

- A.** A building under active construction/renovation and having a valid building permit(s) at the time of initial inspection shall be exempt from registration until the expiration of the longest running, currently active building permit.
- B.** A building which has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of ninety (90) days after the date of the fire or extreme weather event if the property owner submits a request for exemption in writing to city hall. The request shall include the names and addresses of the owner or owners, and a statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.
- C.** A building that is for sale and listed with a licensed realtor shall be exempted for a period of twelve (12) months from the start of vacancy, provided that the owner submits proof to the City Manager of such listing and for sale status.
- D.** A building that has been granted an exemption pursuant to the following provisions. Any owner of a vacant building may request an exemption from the provisions of this Chapter by filing a written application with the city who shall timely consider same. In determining whether a request for exemption should be granted the Director shall consider the following: the applicant's prior record as it pertains to the City Housing Code, Building Code, or Property Maintenance Code violations; the amount of vacant property the applicant currently has within the City and the length of time that the building for which exemption is sought has been vacant.

-Appeals

Any owner who is served a noticed of a *vacant* property registration may, within ten (10) calendar days of receipt of such notice, apply for an exemption or appeal the findings as set forth in the building code.

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

City of Rocky Ford

By: *Susan Jung*

Susan Jung

City of Rocky Ford Mayor



Attest:

Rocky Ford City Clerk

By: *Rebecca Wormet*
City Clerk

First reading *May 10, 2022*

Second reading *May 24, 2022*

**RESOLUTION NO.7
SERIES 2020**

WHEREAS, the City of Rocky Ford Code provides that the Rocky Ford City Council shall set fees for various services provided by Resolution; and

WHEREAS, the City of Rocky Ford maintains buildings or premises connected to the City's water facilities including those where service has been terminated by the City or by the property owner, and

WHEREAS, it is necessary for the Rocky Ford City Council to establish a fee to cover its own costs for Fire and Police protection to, and for the basic delivery system of water for fire control is incumbent upon all resident and owners of local properties, also, any part of a utility charge assessed to any consumer is an allocation for maintenance of the system as a whole over and above the actual costs of supplying water service to the consumer. The dormant consumers not paying their fair share of the utility costs for maintenance of the system as a whole creates a disadvantage to the ongoing continual consumers that pay for these systems each month and impacts the City's readiness to serve,

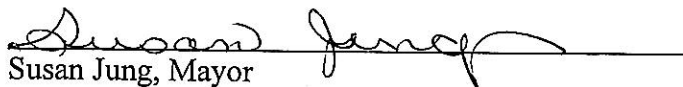
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKY FORD, COLORADO AS FOLLOWS:


Effective **May 21, 2020**, that a dormant utility usage fee shall be established, to offset costs associated with the maintenance of the distribution system for the City of Rocky Ford, as follows:

1. **Dormant** shall mean any consumer user (commercial or residential) that may use the services of the City of Rocky Ford, but of which use is not on a continuous basis for a period in excess of thirty (30) days.
2. **Utility** is defined as City of Rocky Ford water services.

Facility Charge	\$17.00 per month
Base Charge	<u>\$9.00</u> per month
TOTAL	\$26.00 per month

ADOPTED AND APPROVED this 25th day of February 2020.


Susan Jung, Mayor
City of Rocky Ford


Rebecca Korinek, Deputy City Clerk
City of Rocky Ford



ARTICLE 2 Water Regulations

Division 2 Water Rates and Charges

Sec. 13-2-310. Water rates and charges.

Rates for water taken from or used through the water pipes of the City shall be as set forth in the City's Fee Schedule.

(Prior code, § 10.10.010; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-2-320. Water tap charges.

- (a) The charge for tapping into or connection with the water system of the City shall be as set forth in the City's Fee Schedule.
- (b) The charge for tapping onto or connection with the water system of the City for any size of service line over two inches shall be subject to contract with the City upon negotiation. If the meter is larger than the service line or the service line is larger than the meter, the tap fee shall be based on the larger size.
- (c) The City Council may by resolution reduce or increase the rate of charge and classify or reclassify any recipient of such water for rate purposes, and may further establish by such resolution the charge to be assessed against any future industrial or business water recipient.

(Prior code, § 10.10.020; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-2-330. Waiver of water tap fees.

- (a) *Purpose and intent.* The purpose and intent of this Section are to establish a procedure and method for the City to set, adjust, modify, amend or waive its tap fees for connection to the City water system.
- (b) *Water tap fees.* No water tap onto the City water system shall be made except by the City after application and upon such terms and conditions as determined by the City Manager or as provided herein. All tap fees shall be paid when the request for the tap is made. For each tap, the City will furnish the labor and one tap fitting. The cost of excavation, if done by the City, and repair of main lines, if broken by parties other than City personnel, will be charged to the party requesting the connection. All fees and charges paid in accordance with this Section shall be deposited into the Water Fund, together with all other Water Fund revenues derived by the City. Upon motion of the City Council, such funds may be transferred to the General Fund from time to time, as may be determined necessary. The City Council shall be entitled to set, modify, amend, waive or otherwise determine the water charges or fees to be charged for tapping into or connection onto the City water system. Said rates, charges or fees shall be set, modified, amended or waived from time to time by resolution of the City Council.

(Prior code, § 10.10.030; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-2-340. Turn-on and turn-off fees.

- (a) *Property owner liable for service charge.* From and after the date on which a service pipe is installed for any premises, the owner of said premises shall pay to the City the stated charges for the use of water as fixed by ordinance or resolution and, whether using water or not, shall pay the minimum rate during all the time the premises are occupied. In case of the property owner's neglect or refusal to pay all the rates herein specified, including the minimum charge for the period during which said premises are occupied, but water not used thereon, the rates shall be charged against the property owner and the property, and the water shall not again be turned on to the premises until all such delinquent charges are paid in full.
- (b) *Service charges.* Services charges to be charged to each water recipient shall be as set forth in the City's Fee Schedule.

(Prior code, § 10.10.040; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-2-350. Service line.

- (a) *Cost of installing water service pipes charged to party requesting such services.* The Water Department is hereby authorized and directed to charge the cost of installing water service pipes or water service lines connecting the water mains of the City to any water meter to the person requesting the installation of such water service pipes or water service lines.
- (b) *Payment made within 30 days after completion of installation.* The Water Department is hereby authorized and directed to discontinue the distribution of water to any person to whom such charge is made in the event that such cost has not been to the City within 30 days after completion of the installation. Service shall not be restored until the charge has been paid in full.

(Prior code, § 10.10.050; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-2-360. Penalties.

It is unlawful, after water service has been discontinued by shutting off the water supply, or in any other manner, for the person to re-connect the same without the consent of the City. Any person violating this Subsection shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$25.00 nor more than \$50.00 for each offense, and an additional penalty of not less than \$25.00 for each day said violation continues.

(Prior code, § 10.10.030; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-2-370. Abandonment.

If a building has been razed or demolished and water service is abandoned, or a property has not received water service for a period of one (1) year, the customer's service shall be disconnected from the curb stop and the meter shall be removed by the City, if water service is not resumed within one (1) year after disconnection of the water service for any reason, then the existing tap is deemed abandoned. The owner of said property must reapply for a new tap through the application process. Application must be accompanied by funds for the size tap(s) required.

ARTICLE 3 Sewer Regulations

Division 2 Sewer Rates and Charges

Sec. 13-3-110. Charges for sewer and disposal systems.

- (a) *Charges for use of sewer and disposal system.* A monthly charge as set forth in the City's Fee Schedule for the use of the sewer and sewage disposal systems within the City for each connection shall be paid to the City.
- (b) *Monthly charges.* The monthly charge for such use outside the City shall be double the charge itemized above for similar types of users; provided, however, that the City Council may, by resolution, reduce or increase the rate of charge or change the classification of any residential or business establishment as above provided, and may further establish the charge to be assessed against any future industrial or business operation.

(Prior code, § 10.14.050; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-3-120. Collection of charges.

The sewer charges set out in Section 13-3-110 above shall be added and made a part of the monthly water rental bill and shall be paid in the same manner and subject to the same regulations as provided for the payment of water bills.

(Prior code, § 10.14.050; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-3-130. Discontinuance of service; lien.

A sewer charge shall constitute a lien upon any lot, land, building or premises served. In the event such charges are not paid when due, the service may be discontinued by the City without further notice by shutting off the sewer supply from such premises, or the City Clerk may certify the charges to the County Treasurer, to be placed by him or her upon the tax list for the current year and collected in the manner as other taxes are collected, with ten percent added thereto to defray the cost of collection. All laws of the State for the assessment and collection of general taxes, including all laws for sale of property for taxes and redemption thereof, shall be applicable hereunder.

(Prior code, § 10.14.050; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-3-140. Reconnection unlawful.

It is unlawful, after sewer service has been discontinued by shutting off the sewer supply or in any other manner, for the person to reconnect the same without the consent of the City.

(Prior code, § 10.14.050; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-3-145. Abandonment.

When water service has been abandoned as described in Section 13-2-370 of this Chapter, then sewer service shall also be deemed abandoned and a new sewer tap fee and application shall be required.

Sec. 13-3-150. Waiver of sewer tap fees.

No sewer tap onto the City sewer system shall be made except by the City after application and upon such terms and conditions as determined by the City Manager or as provided herein. All tap fees shall be paid when the request for the tap is made. For each tap, the City will furnish the labor and one tap fitting. The cost of excavation, if done by the City, and repair of main lines, if broken by parties other than City personnel, will be charged to the party requesting the connection. All fees and charges paid in accordance with this Article shall be deposited in the Sewer Fund, together with all other sewer fund revenues derived by the City. Upon motion of the City Council, such funds may be transferred to the General Fund from time to time, as may be determined necessary. The City Council may, by resolution, reduce or increase the rate of sewer tap charge or change the classification for tapping and connection of any residential or business establishment. The City Council shall be entitled to set, modify, amend, waive or otherwise determine the rates, charges or fees to be charged for tapping into or connecting onto the City sewer system. Said rates, charges or fees shall be set, modified, amended or waived from time to time by resolution of the City Council.

(Prior code, § 10.14.050; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-3-160. Septic tank dumping fees.

No person shall dispose of wastes from septic tanks, seepage pits, grease traps or privies into the sewer system of the City until having notified the City Manager of the intention so to do at least two hours prior to such disposal. Upon such notification and prior to such disposal, the person shall pay a fee as set forth in the City's Fee Schedule for each vehicle disposing of such waste into the sewer system of the City.

(Prior code, § 10.14.050; Ord. No. 914, § 1, 2-9-2016)

Sec. 13-3-170. Penalties.

The violation of the provisions of this Article shall be punishable in accordance with the provisions of Section 1-4-20 of this Code.

(Prior code, § 10.14.050; Ord. No. 914, § 1, 2-9-2016)



RESOLUTION NO. 1 - Series 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKY FORD, COLORADO ADOPTING CITY COUNCIL PROCEDURES AND RULES OF ORDER, CITY COUNCIL AND BOARDS AND COMMISSIONS PROTOCOLS, AND 2025-2026 CITY COUNCIL GUIDING PRINCIPLES

WHEREAS, the City Council is authorized to adopt procedures and guidelines to govern the conduct of Council business; and

WHEREAS, in accordance with Section 2-2-80 of the Rocky Ford Municipal Code, the City Council is directed to prescribe procedures and rules of order governing Council meetings; and

WHEREAS, the City Council desires to adopt its procedural rules and provide uniform protocols to guide Council as well as other City boards and commissions; and

WHEREAS, the City Council further desires to adopt guiding principles regarding its commitment to work together for the benefit of the community of Rocky Ford; and

WHEREAS, the City Council's intention in adopting the documents identified in Section 1 of this Resolution is to promote good governance in every aspect of City government.

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

Section 1. The City Council hereby adopts the following policy documents and authorizes City staff to publish such documents on the City's website:

1. City Council Procedures and Rules of Order;
2. City Council and Boards/Commissions Protocols; and
3. 2025-2026 City Council Guiding Principles.

Section 2. This Resolution is effective upon adoption.

The undersigned hereby certifies that the Rocky Ford City Council has enacted this Resolution.

ADOPTED and approved this 14th day of January 14 2025.

CITY OF ROCKY FORD

BY:

Duane L. Gurulé, Mayor
ATTEST:

Rebecca Korinek, City Clerk



RESOLUTION NO. 2 - Series 2025

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKY FORD, COLORADO ADOPTING THE CITY COUNCIL COMMUNITY ENGAGEMENT FUND

WHEREAS, the City Council of the City of Rocky Ford recognizes the importance of fostering community engagement and strengthening relationships between elected officials and residents; and

WHEREAS, the City Council is committed to enhancing public participation and addressing localized community needs in alignment with the city's mission to improve the quality of life for all residents; and

WHEREAS, to facilitate these objectives, the City Council has proposed the establishment of the City Council Community Engagement Fund; and

WHEREAS, the Community Engagement Fund provides annual funding to each City Council member and the City Mayor to support community engagement activities, events, and initiatives that benefit the residents of Rocky Ford; and

WHEREAS, transparent and accountable procedures have been established to ensure that the funds are used effectively and responsibly;

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

Section 1. The City Council hereby adopts the City Council Community Engagement Fund, as outlined in the accompanying policy documents attached hereto.

Section 2. The policy establishes annual funding allocations of \$1,000 for each City Council member and \$1,500 for the City Mayor, sourced from the City's Community Development Fund.

Section 3. The policy outlines eligibility guidelines, use of funds, administrative processes, transparency, accountability, and reporting requirements.

Section 4. The City Council authorizes the Finance Department to implement and oversee the administration of the Community Engagement Fund.

Section 5. This Resolution and the accompanying policy documents shall be effective as of January 1, 2025.

ADOPTED and approved this 14th day of January 2025.

CITY OF ROCKY FORD

BY:

Duane L. Gurulé, Mayor

ATTEST:

Rebecca Korinek, City Clerk



RESOLUTION NO. 3 - SERIES 2025

A RESOLUTION SETTING REGULAR MEETING DATES FOR THE CITY OF ROCKY FORD CITY COUNCIL AND SETTING THE OFFICIAL LOCATION OF POSTING MEETING NOTICES FOR THE YEAR 2025

WHEREAS, regularly scheduled meeting days have historically been scheduled for the second and fourth Tuesdays of each month, and

WHEREAS, Section 24-6-401 C.R.S. declares that it is the policy of the State of Colorado that the formation of public policy is public business and may not be conducted in secret; and

WHEREAS, the Rocky Ford City Council, the Planning Commission, the Liquor Licensing Authority and other boards and commissions of the Town are local public bodies within the meaning of Section 24-6-402(1)(a) C.R.S. and therefore all meetings of such bodies are open to the public; and

WHEREAS, Section 24-6-402(2)(c) C.R.S. requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs shall be held only after full and timely notice to the public has been provided; and

WHEREAS, Section 24-6-402(2)(c) C.R.S. provides that full and timely notice shall be deemed given, if notice of the meeting is posted in a designated public place within the City no less than 24 hours prior to the holding of the meeting; and

WHEREAS, Section 24-6-401(2)(c) C.R.S. requires that the public place for posting such notice shall be designated annually at the first regular meeting of each calendar year of the City Council; and

WHEREAS, Section 24-6-401(2)(c) C.R.S. requires that the posted notice include specific agenda information where possible; and

WHEREAS, the City Council desires to ensure that all local public body meetings comply with the provisions of the laws of the State of Colorado.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Rocky Ford, Colorado, as follows:

1. Designation and Locations. One located in the City Hall, 203 S Main, Rocky Ford, Colorado is hereby designated as the Official Public Notice Board for the City as follows:
 - a. The Council notice board located in the lobby of the City Hall at 203 S Main, near the City Clerk office.
2. Board Compliance. Notices of meetings of all boards and commissions of the City within the meaning of Section 24-6-402(1)(a) shall be timely posted on the Public Notice Board.
3. Direction to City Manager. The City Manager shall cause all notices of public meetings within the meaning of Section 24-6-402(1)(b) to be timely and conspicuously posted on the Public Notice Boards.

INTRODUCED, READ, APPROVED AND ADOPTED, by the Rocky Ford City Council on the 14h day of January 2025.

CITY OF ROCKY FORD

Mayor: Duane Gurulé

ATTEST:

City Clerk: Rebecca Korinek

HANCOCK FROESE & COMPANY LLC
CERTIFIED PUBLIC ACCOUNTANTS
P.O. BOX 660
ROCKY FORD, COLORADO 81067

Patrick A. Hancock CPA 719-688-0812
Andrew H. Froese CPA 719-980-1962

January 6, 2025

City of Rocky Ford
Rocky Ford, Colorado

We are pleased to confirm our understanding of the services we are to provide City of Rocky Ford, Colorado for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Rocky Ford, Colorado as of and for the period ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Rocky Ford, Colorado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Rocky Ford, Colorado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Sources of changes in the net pension liability.
- 3) The components of the net pension liability and related ratios.
- 4) Major fund statements of revenue, expenditures and changes in fund balance – budget to actual.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Rocky Ford, Colorado's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual fund financial statements and supporting schedules.
- 2) Local highway finance report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Rocky Ford, Colorado and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Rocky Ford, Colorado's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees,

grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Rocky Ford, Colorado in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hancock Froese & Company, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hancock Froese & Company LLC personnel. Furthermore, upon request, we may provide copies of selected audit

documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew Froese is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

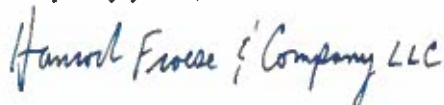
Reporting

We will issue a written report upon completion of our audit of the City of Rocky Ford, Colorado's financial statements. Our report will be addressed to City Council of the City of Rocky Ford, Colorado. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Rocky Ford, Colorado is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Rocky Ford, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Hancock Froese & Company LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Rocky Ford, Colorado.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: MAYOR

Date: January 8, 2025



**PROCLAMATION
RECOGNIZING EAGLE SCOUT
JOHN SMITH**

WHEREAS, John Smith has proven himself to be an outstanding member of the Boy Scouts of America and has achieved the highest rank of Eagle Scout, and

WHEREAS, the vision of the Boy Scouts of America is to prepare every eligible youth in America to become responsible, participating citizens and leaders, who are guided by the Scout Oath and Law; and

WHEREAS, an Eagle Scout devotes endless hours fulfilling many requirements for the advancement in scouting, including attaining 21 merit badges; holding prerequisite ranks and offices in advance of coordinating their eagle scout project and completing an examination by the Eagle Scout Board of Review; and

WHEREAS, the Boy Scouts of America encourages Eagle Scout candidates to complete worthy projects to improve their neighborhoods, community and the region; and

WHEREAS, citizens of the City of Rocky Ford appreciate his hard work to address food insecurity for families in Rocky Ford and across the southeast Colorado region by hosting food drives and donating to the Rocky Ford Food Share.

NOW THEREFORE, I, Duane Gurulé, Mayor, and the City Council of the City of Rocky Ford, Colorado, do hereby congratulate and recognize John Smith for his achievement of the rank of Eagle Scout, the highest rank in the Boy Scouts of America. We are proud to have him as a member of our community.

Proclaimed this 10th Day of December 2024.

Duane Gurulé, Mayor

ATTEST:

Rebecca Korinek, City Clerk

ROCKY FORD MUSEUM

CURATOR'S REPORT

FOR DECEMBER 2024

We had 51 visitors come to the museum for the month of December. December was a month set aside for planning. We have planned out "A Night At The Musum" programs set for February and April.

On February 19th, Ms. Julianna Ellis, Lead Interpreter at the Amache Internment Camp and National Historical Site. She will discuss the day to day living at Amache, the impact it has had on the region and how we have come to terms with its impact in today's history.

On April 10th, Ms. Beth Dodd, Interpreter at the Bent's Fort Historical Site will talk about the Bent's Family and their impact on the Sand Creek Massacre. The Sand Creek Massacre occurred 160 years ago.

The B.J. Swink book, Rocky Ford: Taming the Western Prairie has been selling like hotcakes. Her autographed signed book is a must have for any Rocky Ford historian. The books arrived at the museum in mid-December and we only have 4 left. We plan to continue to order and sell more and is a mainstay in our humble gift shop.

Rob Marshall-Curator

Rocky Ford Museum

COMMITTEES FOR CITY OF ROCKY FORD

	Appoint	Term
ARTS COMMISSION		
3-Yr Term - Term Ends Dec.31		
Soraya Shiranlou		
Alisha Knapp		
Mary Mora		Dec-26
Mike Shima - CHAIR		Dec-27
J.R. Thompson		Dec-27
Michelle Grasmick		Dec-26
Laura Thompson		Dec-25
Chris Sandoval		Dec-25
Robert Barron - COUNCIL		Dec-27
Nancy Westfall		Dec-26

LIBRARY BOARD		
OF TRUSTEES, RFMC 6.2.06.030		
3 Yr. Term - Term Ends June 30		
Patti Young-PRESIDENT		
Krystal Arellano		
Stacey Milenski		
Louise Garcia		
Sherry Cordova, COUNCIL		
Leanna Chavez		
Racquel Gonzales		
Meet: 2nd Tuesday of Month 5:30 p.m.		

MUSEUM BOARD		
OF TRUSTEES, RFMC 6.2.06.040		
4 Yr Term - Term ends Dec. 31		
Rob Marshall - Curator		
Thomas Mullins - COUNCIL		
Darla Marshall		
Donna Bush		
Diane Marshall		
Ryan Gates		
Brian Leikam		

CITY COUNCIL		
Terms End November - Odd Years		
VACANT - Larry Herrera		
DUANE GURULÉ MAYOR		
NICHOLAS MARTINEZ		
NANETTE MOSBY		
NICOLE ROBERTS - Mayor Pro Tem		
THOMAS MULLINS		
ROBERT BARRON		
Non-Voting Staff Support		
Stacey Milenski - City Manager		
Rebecca Korinek - City Clerk		
Nathan Shultz - City Attorney		
Meetings: 2nd & 4th Tues of Mo 7 p.m.		

COUNTRY CLUB - GOLF BOARD		
VACANT - Larry Herrera		

CHAMBER OF COMMERCE BOARD		
Nicole Roberts - Mayor Pro Tem		

	Appoint	Term
ROCKY FORD PLANNING COMMISSION, RFMC 6.2.06.050		
5-Yr Term - Term Ends Dec. 31		
Liz Fairchild		
J.R. Thompson - Chairperson		
Duane Gurulé - MAYOR		
Nicole Roberts - Mayor Pro Tem		Jan-24
Patrice McGowan		Jan-24
Per new rules & regulations adopted		
5/28/13, 5 members, includes Mayor		
& 1 Councilmember		
Meet 1st Monday of Month 6:00 p.m.		

OCLI/OPI		
Duane Gurulé - MAYOR		
Nicole Roberts - Mayor Pro Tem - Alternate		Mar-24
Meet 3rd Mo of Mo 8:30 a.m.		

BOARD OF ADJUSTMENTS		
All Non-Elected		
Planning Commission Members		

ABATEMENT OF DANGEROUS BLDGS		
All Planning Commission Members		
Meet As Needed		

ROCKY FORD SWIMMING POOL COMMISSION		
Ordinance #872		
3-Yr Term - ends Dec. 31st		
Gary Reed		
Cindy Abert		
Susan Bumstead-Smith		
Deanna Bierbaum		
Kermit Snyder		
Casee Finnell		
VACANT - Larry Herrera		
J.R. Thompson		
Not less than 5, Not more than 11		
2 Ex-officio members; At least 1 Council		
Meet As Needed		

TREE BOARD		
Diane Marshall		
Stacey Milenski		
Meredy Brownstein		
Meredy Brownstein		3/26/2024
Nicholas Martinez - COUNCIL		

PENSION BOARD		
Rick Weiss		
Scott Herman		
Wade Kurtz		
Daniel Santistevan		
Duane Gurulé - MAYOR		
Nicole Roberts - Mayor Pro Tem		

SALES QUOTE

Job Site

 CITY OF ROCKY FORD
 203 S MAIN STREET
 ROCKY FORD, CO 81067

C#: 719-254-7414 J#: 719-254-7414

Customer

 CITY OF ROCKY FORD
 203 S MAIN ST
 ROCKY FORD, CO 81067

+


 Customer.... 1021302
 Invoice #... 65164391-000
 System date. 11/04/24

Quote date.. 11/04/24 11:11 AM

 Job Loc..... 203 S MAIN STREET, ROCKY FORD
 Job No..... 1 - CITY OF ROCKY FO
 P.O. #..... VERBAL
 Ordered By.. RICK
 Written by.. CBCB1TL
 Salesperson. 7237
 Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
 Colorado Barricade
 2295 South Lipan Street
 Denver, CO 80223

Qty	Item number	Stock class	Unit	Price	Amount
3252	STREETBLADE, CUSTOM LEGEND STREETBLADE-.080-HI UM: (SF) SQUARE FOOT 24"W x 6"H QTY 3252 STREET NAME SIGNS	UHTSI	SF Bin Location M1400747	12.000	39024.00
136.25	STREETBLADE, CUSTOM LEGEND STREETBLADE-.080-HI UM: (SF) SQUARE FOOT 30"W x 6"H QTY 109: STREET NAME	UHTSI	SF Bin Location M1400747	12.000	1635.00
1	ONE WAY ENCLOSED IN LFT ARW SA-036X012B/W-.080-HI-R6-1L UM: (EA) EACH	UHTSI	EA Bin Location J03C15	35.000	35.00
9	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-HI UM: (SF) SQUARE FOOT 36"W x 36" QTY 1: DEAD END	UHTSI	SF Bin Location B11	12.000	108.00
25	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-HI UM: (SF) SQUARE FOOT 24"W x 30"H QTY 4: SCHOOL SPEED LIMIT 15 QTY 1: SPEED LIMIT 15	UHTSI	SF Bin Location B11	12.000	300.00
28	ALL-WAY SA-018X006W/R-.080-HI-R1-4 UM: (EA) EACH	UHTSI	EA Bin Location J04A11	14.000	392.00
25	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-HI UM: (SF) SQUARE FOOT 30"W x 30"H QTY 4: DIP	UHTSI	SF Bin Location B11	12.000	300.00
3	YIELD SA-036XTRIW/R-.080-HI-R1-2 UM: (EA) EACH	UHTSI	EA Bin Location J04C01	81.000	243.00

CONTINUED

IMPORTANT - PLEASE READ CAREFULLY:

By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

WARRANTY DISCLAIMER:

As described on the back of this Sales Agreement, Colorado Barricade makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT:

As Colorado Barricade has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify, defend and hold harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of Colorado Barricade, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applied to any claims asserted against Colorado Barricade based upon strict or product liability.

COLORADO BARRICADE WARRANTY PROGRAM:

Upon accepting the Colorado Barricade Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

COLORADO BARRICADE RENTALS AGENT / DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

SALES AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS.

"Carrier" means a third party delivery service which delivers the Equipment to Customer. "Customer" means the person or entity identified as such on the front page of this Sales Agreement, including any representative, agent, officer or employee of Customer. "Equipment" means any one or more of the items identified as such on the front page of this Sales Agreement, and shall include any accessories, attachments or other similar items sold to Customer, such as air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Store Location" means the Colorado Barricade address in the upper left hand corner on the front page of this Sales Agreement. "Colorado Barricade" means the company indentified on the first page of this Rental Contract from whom the Customer has rented the Equipment

2. AUTHORITY TO SIGN. Any individual signing this Sales Agreement Represents and warrants that he or she is of legal age, and has the authority and power to sign this Sales Agreement on their own behalf or for the Customer.

3. TERMS OF PAYMENT. If Customer is an approved charge customer, Customer will pay the purchase price invoiced on the front page, in full, within 10 days from the date of this Sales Agreement. If Customer is not an approved charge customer, Customer will pay the purchase price invoiced on the front page, in full, at or before delivery of the Equipment. Without limiting Colorado Barricade's other rights, late payments accrue interest, payable by Customer on Colorado Barricade's demand, at the lesser of 2% per month (24% per annum) or the highest rate permitted by law. Customer agrees to pay all collection costs, attorneys' fees and court costs incurred by Colorado Barricade to enforce the terms and conditions of this Sales Agreement.

4. SECURITY INTEREST.

Customer hereby grants to Colorado Barricade a security interest in the Equipment and the proceeds of the Equipment to secure the prompt payment and performance of Customer's purchase price and other obligations. Customer authorizes Colorado Barricade to file financing statements to perfect this security interest. If Customer does not timely satisfy Customer's payment and other obligations, Colorado Barricade will have all rights and remedies that Article 9 of the Uniform Commercial Code, or similar provisions of any applicable state law, provide to a secured party. Customer also grants to Colorado Barricade all such rights and waivers that a debtor may, under Article 9 or such other law, make available to a secured creditor by express agreement or waiver. Customer agrees to pay Colorado Barricade all costs which Colorado Barricade may incur in the repossession and disposition of the Equipment, including Colorado Barricade's attorneys' fees.

5. USE AND MAINTENANCE.

Customer has had the opportunity to contact the manufacturer for documentation regarding the use and maintenance of the Equipment and regular safety requirements, and to determine whether the Equipment meets the manufacturer's maintenance and operating requirements. Customer will in all events contact the manufacturer before Customer places the Equipment into service.

6. DISCLAIMER OF WARRANTIES.

Unless Colorado Barricade indicates otherwise on the front page of this Sales Agreement, the Equipment is used and was previously rented out by Colorado Barricade to numerous persons. Whether or not the Equipment is used, except where prohibited by law, it is being sold by Colorado Barricade "AS IS", WITHALL FAULTS. Except where prohibited by law, Colorado Barricade makes no representation or warranty on any matter whatsoever except that, if Customer elects and pays for the *Colorado Barricade Guard Program*, Colorado Barricade will make the warranties referred to in that Program. Except as aforesaid, ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. Any oral or other statements that Colorado Barricade employees may have made regarding the Equipment do not constitute warranties, are disclaimed by Colorado Barricade, and shall not be relied upon by the Customer. Except where prohibited by state law, Customer waives and releases Colorado Barricade of and from all obligations, liabilities, rights, claims and remedies, in tort or otherwise relating to the Equipment or this sale, whether arising out of the use, possession, operation, sale, lease, assembly or disassembly of the Equipment, or out of Colorado Barricade's negligence or product liability, or otherwise.

7. DELIVERY.

- (a) Customer Picks Up Equipment. In the event Customer picks up any item of Equipment at a Store Location, Customer shall be deemed to have inspected and accepted each item of Equipment at the time of pick up and risk of loss and title to the Equipment shall pass to Customer at such time.
- (b) Colorado Barricade Delivers Equipment to Customer. In the event Colorado Barricade delivers the Equipment to a location designated by Customer, Customer shall sign such documents as required by Colorado Barricade evidencing that the items of Equipment have been delivered to and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery. Customer shall pay all costs of shipping.
- (c) Carrier Delivers Equipment to Customer. In the event a Carrier is utilized to deliver Equipment to Customer, Customer shall sign such documents as required by Colorado Barricade and/or Carrier evidencing that the items of Equipment have been delivered and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery of the Equipment to Carrier. Customer shall pay all costs of shipping.

8. OTHER PROVISIONS.

This Sales Agreement sets forth the entire understanding of Colorado Barricade and Customer with respect to the Equipment and the sale of the Equipment, supersedes all prior agreements, and cannot be changed or terminated orally. This Sales Agreement shall be binding on Colorado Barricade only if a duly authorized signatory has signed it. The federal and state courts in the county where the sale of Equipment was made under this Sales Agreement shall have exclusive jurisdiction over all matters relating to this Sale Agreement and the sale of the Equipment. TRIAL BY JURY IS WAIVED.

9. EEO STATEMENT.

Colorado Barricade Company is an Equal Opportunity Employer dedicated to the principles of inclusion, diversity, equality and acceptance.

SALES QUOTE

Job Site

 CITY OF ROCKY FORD
 203 S MAIN STREET
 ROCKY FORD, CO 81067

 C#: 719-254-7414 J#: 719-254-7414

Customer

 CITY OF ROCKY FORD
 203 S MAIN ST
 ROCKY FORD, CO 81067 +

 Customer.... 1021302
 Invoice #... 65164391-000
 System date. 11/04/24

 Quote date.. 11/04/24 11:11 AM

 Job Loc..... 203 S MAIN STREET, ROCKY FORD
 Job No..... 1 - CITY OF ROCKY FO
 P.O. #..... VERBAL
 Ordered By.. RICK
 Written by.. CBCB1TL
 Salesperson. 7237
 Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
 Colorado Barricade
 2295 South Lipan Street
 Denver, CO 80223

Qty	Item number	Stock class	Unit	Price	Amount
18	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-HI UM: (SF) SQUARE FOOT 36"W x 36" x 36"H QTY 2: YIELD AHEAD	UHTSI	SF Bin Location B11	9.000	162.00
1	NO U-TURN SYM SA-024X024B/R/W-.080-HI-R3-4 UM: (EA) EACH	UHTSI	EA Bin Location J04B05	48.000	48.00
1	DO NOT ENTER SA-030X030W/R-.080-HI-R5-1 UM: (EA) EACH	UHTSI	EA Bin Location J04C05	75.000	75.00
2	SPEED LIMIT 30 SA-024X030B/W-.080-HI-R2-1-30 UM: (EA) EACH	UHTSI	EA Bin Location J04B13	60.000	120.00
6.25	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-DF UM: (SF) SQUARE FOOT 30"W x 30"H QTY 2: PED CROSSING W/OUT CROSSWALK	UHTSI	SF Bin Location B34	14.000	87.50
6.25	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-DF UM: (SF) SQUARE FOOT 30"W x 30"H QTY 1: SCHOOL SIGN	UHTSI	SF Bin Location B34	14.000	87.50
18	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-DF UM: (SF) SQUARE FOOT 36"W x 36"H QTY 2: WATCH FOR CHILDREN	UHTSI	SF Bin Location B34	14.000	252.00
6.25	SIGN, CUSTOM LEGEND CLASS I .080 CLASS I-.080-HI UM: (SF) SQUARE FOOT 30"W x 30"H QTY 1: DEAD END	UHTSI	SF Bin Location B11	12.000	75.00
260	POST, 2" X 12' 12GA GALV TELESPE TELE 2IN 12FT 12GA GALV UM: (LG) LENGTH	COMOD	LG Bin Location YD10D	60.800	15808.00

CONTINUED

IMPORTANT - PLEASE READ CAREFULLY:

By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

WARRANTY DISCLAIMER:

As described on the back of this Sales Agreement, Colorado Barricade makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT:

As Colorado Barricade has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify, defend and hold harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of Colorado Barricade, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applied to any claims asserted against Colorado Barricade based upon strict or product liability.

COLORADO BARRICADE WARRANTY PROGRAM:

Upon accepting the Colorado Barricade Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

COLORADO BARRICADE RENTALS AGENT / DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

SALES AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS.

"Carrier" means a third party delivery service which delivers the Equipment to Customer. "Customer" means the person or entity identified as such on the front page of this Sales Agreement, including any representative, agent, officer or employee of Customer. "Equipment" means any one or more of the items identified as such on the front page of this Sales Agreement, and shall include any accessories, attachments or other similar items sold to Customer, such as air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Store Location" means the Colorado Barricade address in the upper left hand corner on the front page of this Sales Agreement. "Colorado Barricade" means the company indentified on the first page of this Rental Contract from whom the Customer has rented the Equipment

2. AUTHORITY TO SIGN. Any individual signing this Sales Agreement Represents and warrants that he or she is of legal age, and has the authority and power to sign this Sales Agreement on their own behalf or for the Customer.

3. TERMS OF PAYMENT. If Customer is an approved charge customer, Customer will pay the purchase price invoiced on the front page, in full, within 10 days from the date of this Sales Agreement. If Customer is not an approved charge customer, Customer will pay the purchase price invoiced on the front page, in full, at or before delivery of the Equipment. Without limiting Colorado Barricade's other rights, late payments accrue interest, payable by Customer on Colorado Barricade's demand, at the lesser of 2% per month (24% per annum) or the highest rate permitted by law. Customer agrees to pay all collection costs, attorneys' fees and court costs incurred by Colorado Barricade to enforce the terms and conditions of this Sales Agreement.

4. SECURITY INTEREST.

Customer hereby grants to Colorado Barricade a security interest in the Equipment and the proceeds of the Equipment to secure the prompt payment and performance of Customer's purchase price and other obligations. Customer authorizes Colorado Barricade to file financing statements to perfect this security interest. If Customer does not timely satisfy Customer's payment and other obligations, Colorado Barricade will have all rights and remedies that Article 9 of the Uniform Commercial Code, or similar provisions of any applicable state law, provide to a secured party. Customer also grants to Colorado Barricade all such rights and waivers that a debtor may, under Article 9 or such other law, make available to a secured creditor by express agreement or waiver. Customer agrees to pay Colorado Barricade all costs which Colorado Barricade may incur in the repossession and disposition of the Equipment, including Colorado Barricade's attorneys' fees.

5. USE AND MAINTENANCE.

Customer has had the opportunity to contact the manufacturer for documentation regarding the use and maintenance of the Equipment and regular safety requirements, and to determine whether the Equipment meets the manufacturer's maintenance and operating requirements. Customer will in all events contact the manufacturer before Customer places the Equipment into service.

6. DISCLAIMER OF WARRANTIES.

Unless Colorado Barricade indicates otherwise on the front page of this Sales Agreement, the Equipment is used and was previously rented out by Colorado Barricade to numerous persons. Whether or not the Equipment is used, except where prohibited by law, it is being sold by Colorado Barricade "AS IS", WITHALL FAULTS. Except where prohibited by law, Colorado Barricade makes no representation or warranty on any matter whatsoever except that, if Customer elects and pays for the *Colorado Barricade Guard Program*, Colorado Barricade will make the warranties referred to in that Program. Except as aforesaid, ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. Any oral or other statements that Colorado Barricade employees may have made regarding the Equipment do not constitute warranties, are disclaimed by Colorado Barricade, and shall not be relied upon by the Customer. Except where prohibited by state law, Customer waives and releases Colorado Barricade of and from all obligations, liabilities, rights, claims and remedies, in tort or otherwise relating to the Equipment or this sale, whether arising out of the use, possession, operation, sale, lease, assembly or disassembly of the Equipment, or out of Colorado Barricade's negligence or product liability, or otherwise.

7. DELIVERY.

- (a) Customer Picks Up Equipment. In the event Customer picks up any item of Equipment at a Store Location, Customer shall be deemed to have inspected and accepted each item of Equipment at the time of pick up and risk of loss and title to the Equipment shall pass to Customer at such time.
- (b) Colorado Barricade Delivers Equipment to Customer. In the event Colorado Barricade delivers the Equipment to a location designated by Customer, Customer shall sign such documents as required by Colorado Barricade evidencing that the items of Equipment have been delivered to and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery. Customer shall pay all costs of shipping.
- (c) Carrier Delivers Equipment to Customer. In the event a Carrier is utilized to deliver Equipment to Customer, Customer shall sign such documents as required by Colorado Barricade and/or Carrier evidencing that the items of Equipment have been delivered and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery of the Equipment to Carrier. Customer shall pay all costs of shipping.

8. OTHER PROVISIONS.

This Sales Agreement sets forth the entire understanding of Colorado Barricade and Customer with respect to the Equipment and the sale of the Equipment, supersedes all prior agreements, and cannot be changed or terminated orally. This Sales Agreement shall be binding on Colorado Barricade only if a duly authorized signatory has signed it. The federal and state courts in the county where the sale of Equipment was made under this Sales Agreement shall have exclusive jurisdiction over all matters relating to this Sale Agreement and the sale of the Equipment. TRIAL BY JURY IS WAIVED.

9. EEO STATEMENT.

Colorado Barricade Company is an Equal Opportunity Employer dedicated to the principles of inclusion, diversity, equality and acceptance.

SALES QUOTE

Job Site

 CITY OF ROCKY FORD
 203 S MAIN STREET
 ROCKY FORD, CO 81067

 C#: 719-254-7414 J#: 719-254-7414

Customer

 CITY OF ROCKY FORD
 203 S MAIN ST
 ROCKY FORD, CO 81067

 Customer.... 1021302
 Invoice #... 65164391-000
 System date. 11/04/24

 Quote date.. 11/04/24 11:11 AM

 Job Loc..... 203 S MAIN STREET, ROCKY FORD
 Job No..... 1 - CITY OF ROCKY FO
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 Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
 Colorado Barricade
 2295 South Lipan Street
 Denver, CO 80223

Qty	Item number	Stock class	Unit	Price	Amount
260	ANCHOR, POST 2.25"X3' 12GA GALV TELE 2.25IN 03FT 12GA GALV UM: (LG) LENGTH	COMOD	LG Bin Location M1415886	19.410	5046.60
DELIVERY CHARGE ** This quote is valid for 30 days ** SHIP TO: CITY OF ROCKY FORD 203 S MAIN STREET ROCKY FORD, CO 81067					
					Sub-total: 63798.60
					Estimated Total: 63798.60

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X

 CUSTOMER SIGNATURE

 DATE

 NAME PRINTED

 COLORADO BARRICADE RENTALS AGENT / DATE

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Railroad Ave

N 2nd St

24''w x 6''h
.080 Aluminum
High Intensity Sheeting
4'' Hwy C letters
2'' Hwy C prefix/suffix

customer signature

date

- Approved**
- Approved with Changes**
- Revise & Resubmit**

Please review proof carefully and ensure all spelling, colors and materials are correct. We will not begin production until your final verification on the specifications of the project. Any changes thereafter are the sole financial responsibility of the customer

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COLORADO
BARRICADE CO.

303.922.7815
ColoradoBarricade.com

We provide safe places for people to work, travel and live.





City Council Community Engagement Fund Policy

Adopted January 14, 2025

I. Purpose

The purpose of the City Council Community Engagement Fund is to empower the Mayor and City Council members to directly support and engage with the community of Rocky Ford. This fund is intended to promote community engagement, enhance public participation, and address localized needs in alignment with the city's mission to improve the quality of life for its residents.

II. Allocation and Funding

1. Annual Budget Allocation (\$7,500):
 - Each City Council member will receive \$1,000 annually (allocated based on council seat, e.g. Ward 1, Ward 1, Ward 2, Ward 2, Ward 3, Ward 3, and Mayor)
 - The Mayor will receive \$1,500 annually.
 - The total allocation for this program will be sourced from the City's Community Development Fund (110-463-03-315).
2. Use of Funds:

Funds may be used at the discretion of the Mayor and Council members for:

- Supporting or sponsoring community events and activities.
- Hosting contests or recognition programs to encourage community involvement.
- Providing sponsorships for individuals or groups contributing positively to the community.
- Awarding mini-grants to local organizations, projects, or initiatives that align with the city's goals.

III. Eligibility and Guidelines for Use

1. General Guidelines:
 - Expenditures must directly benefit the community and be consistent with the city's values and priorities.
 - Funds may not be used for personal expenses or any activity that creates a conflict of interest.
2. Mini-Grants:
 - Mini-grants are limited to \$500 per recipient per fiscal year.
 - Recipients must submit a written proposal outlining the purpose, goals, and anticipated impact of the grant.
 - Grants must be approved by the respective Council member or Mayor overseeing the fund.
3. Sponsorships:
 - Events or initiatives seeking sponsorship must align with the city's goals and priorities.
 - Sponsorships should include acknowledgment of the city's contribution.
4. Prohibited Uses:
 - Campaign-related activities.
 - Gifts or donations to individuals without demonstrated community benefit.
 - Activities that violate local, state, or federal laws.

IV. Expense Submission and Approval Process

1. Submission of Documentation:
 - For each expense, an invoice or letter including the payee's information and details of the expenditure must be submitted to the City Finance Director for approval.
 - The submission must clearly outline the purpose and alignment of the expense with the policy guidelines.
2. Approval and Payment:
 - Upon review and approval by the Finance Director, a check will be processed by Accounts Payable.
 - Processing time for payments is a minimum of 10 business days from the date of submission.
3. Documentation Requirements:
 - All expenditures require supporting documentation (e.g., invoices, receipts, or letters) to ensure transparency and accountability.
 - Expenses without adequate documentation will not be processed.

V. Reporting and Accountability

1. Annual Reporting:
 - Each Council member and the Mayor must submit a written report by November 30 of each year detailing fund usage, including expenditures, beneficiaries, and community impact.
 - Reports will be made available to the public during a City Council meeting.
2. Unused Funds:
 - Any unused funds at the end of the fiscal year will revert to the City's General Fund.
 - Funds may not be carried over to subsequent fiscal years.

VI. Administration and Oversight

1. The City Finance Department will oversee the administration of the Community Engagement Fund, including disbursement, tracking, and reporting.
2. The City Council will review and update this policy every three years to ensure its relevance and effectiveness.

VII. Implementation Date

This policy will take effect on January 1, 2025, upon adoption by the City Council.



2025-2026 City Council Guiding Principles

Adopted January 14, 2025

Our Mission

Improve the quality of life in the City of Rocky Ford, making it a great place to live and work, while strengthening relationships and creating pride in our community.

Our Action

Your Rocky Ford City Council and city staff are committed to delivering exceptional municipal services by excelling in operations and fostering a culture of bold innovation. We embrace a proactive stance and promise to drive forward our vision through purposeful and decisive actions.

Our Strategic Objectives

We will honor our past while ensuring a successful future through excellence in:

Actions to ensure long-term **financial resiliency and vitality**

Constructing **reliable and safe infrastructure**

Building our community through **intentional and responsible development**

Continuous outreach and engagement to **foster a united community**

Supporting **high-performing operations** through our top-notch city government

Promoting local businesses to maximize our **economic strength**

OUR ROLE

As elected officials of a Statutory Council/Manager form of government, we are the legislative and governing body of the City. As a group, we set policy and adopt laws, ordinances, resolutions, and an annual budget as we deem appropriate. The Municipal Code charges the City Manager and their staff to manage the day-to-day activities of our municipal government, such as preparing the annual budget, hiring staff, enforcing laws and regulations, and carrying out Council policy directives.

OUR COMMITMENT TO WORK TOGETHER

As elected officials, we will:

Listen - We will listen to what fellow Council Members, community members, visitors, and staff have to say. Listening with an open mind builds trust.

Lead – We will serve as a model of leadership and civility to the community. We will strive to inspire public confidence in City government. We will demonstrate honesty and integrity in every action and statement.

Seek Consensus - We will seek common ground among competing interests and strive for consensus.

Disagree Agreeably - We may disagree with each other but will treat the opinions of others with respect. We will use a professional tone and temperament even when we don't agree. Our disagreements can lead to constructive solutions to real problems.

Respect the Will of the Majority - While we may not all agree with the Council's final decision, we will uphold the decision of the majority and not undermine it. If we want to affect change, we will do so in a constructive manner consistent with Council policies and procedures.

Respect the Rights of the Minority - We will be sensitive to the feelings and concerns of those who do not agree with the majority. We will respect their position and refrain from criticizing them for disagreeing with the remainder of the Council.

Treat Everyone with Respect - We will not publicly embarrass or humiliate our fellow Council Members, citizens or staff. We will be aware of our body language, our tone of voice, and the words we use to ensure we are maintaining decorum and respecting our colleagues. While disagreements are expected and acceptable, we will maintain an atmosphere of goodwill and respect. We will focus on ideas and suggestions rather than question motives, intelligence, or integrity. We will demonstrate respect for the democratic process and respect for the community we serve.

Treat Staff as Professionals – We respect the role of staff as professionals and depend on the City Manager to manage staff performance.

Share information – In order for all Council Members to have the same information, we will share relevant information and use the Council Report on our agenda as the primary vehicle to share information.

Make Decisions in the Open - We will be transparent and conduct our business, not just by the letter of the Open Meetings law, but with the spirit of it as well.

Communicate the Decisions of Council - We will accurately communicate the majority decisions of the City Council, even if we disagree with the decision; and by so doing, affirm the respect and integrity of our decision-making process.

Nurture the Value of the Individual and Recognize the Strength of the Team - We believe the Council’s legal and political strength is maximized when we work as a team. Constituents expect their elected officials will work together for the common good of the City and our constituents.

Trust Your Judgment; Make Tough Decisions - The voters elected us to make informed decisions. We realize some of the most difficult decisions are those that represent the greater good, sometimes against the wishes and desires of individual citizens.

PERSONAL CITY COUNCIL COMMITMENT:

To ensure we are committed to working together for the greater good of the Rocky Ford community, each member of City Council adheres to the following personal expectations:

Responsibility.

- I understand that the community expects me to serve with dignity and respect and be an agent of the democratic process.
- I avoid actions that might cause the public to question my independent judgment.
- I do not use my office or the resources of the city for personal or political gain.
- I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the city and its citizens.

Fairness.

- I promote consistency, equity, and non-discrimination in public agency decision-making.
- I make decisions based on the merits of an issue, including research and facts.
- I encourage diverse public engagement in decision-making processes and support the right of the public to have access to public information concerning the conduct of the city’s business.

Respect.

- I treat my fellow city officials, staff, board and commission members and the public with patience, courtesy, civility, and respect, even when we disagree on what is best for the community and its citizens.

Integrity

- I am honest with all elected officials, staff, board and commission members, and the public.
- I am prepared to make decisions for the best interest of the public whether those decisions are popular or not.
- I take responsibility for my actions even when it is uncomfortable to do so.

Council Member Nanette Mosby

Council Member Nicole Roberts

Council Member Nic Martinez

Council Member Ward II

Council Member Robert Barron

Council Member Thomas Mullins

Mayor Duane Gurulé



CITY COUNCIL PROCEDURES AND RULES OF ORDER **Adopted January 14, 2025**

The Council hereby adopts the following procedures and rules of order under the authority of Section 2-2-80 of the Rocky Ford Municipal Code. The purpose of these procedures is to establish a framework for the orderly conduct of meetings. The application of parliamentary law is the best method yet devised to enable assemblies of any size, with due regard for every member's opinion, to arrive at the general will in a minimum amount of time and under all kinds of internal climate ranging from total harmony to hardened or impassioned division of opinion.

These procedures, in conjunction with *Bob's Rules of Order: Simplified Parliamentary Rules of Order for Colorado Local Governments*, shall govern the conduct of all Council Meetings; however, in handling routine business, Council may, by general consent, use a more informal procedure than that set forth in this procedure. Council may suspend these rules of procedure at any given time by a vote of four Council members or two-thirds of Council members present, whichever is greater.

I. Legislative Body and Officers

a) City Council

The City Council is the legislative and governing body of the City. Each member shall be addressed as Council Member (last name).

b) Mayor – Presiding Officer

The Mayor shall be the Presiding Officer at meetings of the Council and shall be addressed as Mr./Ms. Mayor or Mayor (last name). The Mayor is a member of the City Council.

c) Mayor Pro-Tem

The Council shall elect one of its members to serve as Mayor Pro-Tem. The Mayor Pro-Tem is nominated and appointed, by a majority vote of Council members present, at the organizational meeting in January following a regular City election.

d) Temporary Chair

1. In the event of the absence or disability of both the Mayor and Mayor Pro-Tem that would prevent them from attending any meeting of the City Council, the City Clerk shall call the meeting to order and call the roll. The Council shall then proceed to elect, by a majority vote of those present, a temporary chair of the meeting.
2. The temporary chair serves as Presiding Officer until the arrival of the Mayor or Mayor Pro-Tem. Upon conclusion of the agenda item or business currently before the Council, the Temporary Chair relinquishes the chair.

II. Meetings

a) Regular Meetings

1. The City Council shall conduct regular meetings on a regular day and time as set by the City Council. When a regular meeting date falls on a holiday or a day of special observance that is officially recognized by the City, the regular meeting shall be canceled and the City Council may, at the Council's discretion, reschedule the meeting for another date and time.
2. When a regular meeting must be canceled due to unforeseen or unanticipated circumstances, such as but not limited to emergencies, absence of a quorum, or failure of a required public notice, the Mayor is authorized to instruct staff to cancel the regular meeting and the Mayor may reschedule the meeting to another date and time. The City Clerk shall prepare notice of the rescheduled meeting and shall cause the notice to be delivered, at least 24 hours in advance of the rescheduled meeting date, by electronic mail, to each member of City Council, the City Manager, City Attorney, and posted at the City's designated posting place.

b) Special Meetings

1. Special meetings of the City Council may be called by the Mayor or any three (3) members of the Council by notice to each Council Member via electronic mail. Such advance written notice shall set forth the date, hour, place, and purpose of such meeting. The City Clerk shall prepare the notice and cause the notice to be delivered by electronic mail to each member of City Council, the City Manager, City Attorney, and posted at the City's designated posting place.
2. A special meeting may also be called and notice thereof given by majority consent of Council present at any regular meeting subject to the time and notice requirements set forth hereinabove; however, that further written notice of such special meeting will not be necessary for those Council members present.

c) Work Sessions

The Council may conduct work sessions. Work sessions shall be limited to the presentation of information to the Council and the Council's discussion of the information. Council may offer and accept reports, direct City administrative staff, and provide general guidance concerning public business under discussion. A quorum of Council is not required in order to hold a work session. No official business shall occur during a work session.

d) Quorum

A majority of the members of the Council in office shall constitute a quorum for the transaction of business at all Council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later date and time. The City Clerk shall prepare and deliver to each member of Council timely notice setting forth the date and hour to which such a meeting has been adjourned.

e) Meetings to be Public

All regular meetings, work sessions, or special meetings of the City Council shall be open to the public as required by the Colorado Open Meetings Law and the public shall have a reasonable opportunity to be heard as provided by these *Rules of Order and Procedures*.

f) City Attorney

The City Attorney or the City Attorney's designated representative shall attend all regular and/or special meetings of the City Council and shall attend such other meetings and sessions of the City Council as requested by the Council.

g) City Clerk / Minutes

1. The City Clerk shall attend and shall keep the minutes of each regular or special meeting of the City Council.
2. The minutes of meetings shall record what action was taken rather than what was said.
3. Minutes shall list the number of votes in favor of an issue and against an issue, along with the names of the Council Members voting against the issue.
4. At any time prior to the City Clerk's certification of the minutes as approved by the Council, the Clerk may change the minutes to correct spelling or typographical errors, provided that such change does not alter the substance or meaning of the minutes. Council is encouraged to provide non-substantive changes to the City Clerk outside of Council meetings and prior to Council approval of the minutes.
5. Upon acceptance of the minutes to Council, the City Clerk and the Mayor shall sign the minutes.

h) Public Comment

Public Comment is a time set aside for citizens to address the Council concerning City business not otherwise on the agenda for a public hearing.

Procedure for public comment:

1. To accommodate all people wishing to speak, speakers are requested to sign up by 6:50 pm and limit comments to no more than three (3) minutes for an individual.
2. Depending on the business at hand, each scheduled public comment portion of the agenda will be held to an overall time limit of 30 minutes. When that time expires, the speaker may be permitted to complete a sentence but should make no further remarks. Speakers may cede time to other commentors.
3. At the discretion of the Mayor, public comment may be closed and reopened at a later time or date to be announced.
4. Individuals may comment regarding items on the Council agenda or about any other topic they wish to address to the City Council related to the business of the City. Comments specific to agenda items scheduled for public hearings should be reserved and delivered during the public hearing to ensure compliance with due process. Commenters who are called upon by the Mayor to speak are the only persons allowed to speak during the allotted time.

5. All comments should be addressed directly to the Council. City Council members and the Mayor typically do not respond during public comments.
6. Courtesy, civility, and respect for others is expected. Comments or other interruptions from the audience intended for commenters or others are not permitted. Cheering, snapping, clapping, and other disruptions are not allowed during or upon completion of any public comment.

i) Consent Agenda

During approval of the Consent Agenda or prior to approval of the Consent Agenda, a Council member may make a motion requesting that one or more items be removed from the Consent Agenda and added to General Business. Any motion to remove Consent Agenda items must be seconded and voted upon before an item is removed from the Consent Agenda. Items moved from the Consent Agenda will be considered in order following the remaining General Business items.

j) General Business

Presentations by outside organizations, updates, and consideration of Ordinances, Resolutions, and Motions are all a part of General Business. Items where substantial public comment is expected are generally placed first on the agenda, but critical items or items of extreme public interest may be placed first when deemed appropriate by the Mayor or City Manager.

k) Council Reports

Council reports are intended to inform other Council Members about meetings and information that are of value and beneficial to the body as a whole, including sharing information learned from meetings attended by Council Members or informing the public on community events or City construction projects. With the consensus of the majority of the Council, staff may be given substantive direction.

l) Attendance and Absences

1. All Council members are expected to attend all regular, special, and work session meetings.
2. In the event any Council Member is unable to attend any meeting of the City Council, such member shall advise the Mayor, City Manager, or City Clerk in advance of the meeting.
3. The Presiding Officer shall excuse an absence of any member where:
 - i. The Council member contacted the Mayor, City Manager, or City Clerk in advance of the meeting regarding the reason for the absence; and
 - ii. The reason for the absence is due to circumstances that were unforeseeable or unavoidable, such as but not limited to emergencies, illness, vacations scheduled well in advance of a meeting, last-minute familial obligations, or work obligations.

m) Telephonic/electronic Meetings

A member or all members of the City Council may participate in a regular or special meeting or work session by telephone or electronic means of participation only in accordance with City Council's adopted Telephonic/Electronic Meeting Participation Policy. Said policy, as may be amended from time to time, is incorporated herein by reference.

III. Agenda

a) Items are placed on the agenda by the City Clerk in consultation with the Mayor and City Manager. Council members with items for future agendas should contact the Mayor or City Manager and request that the agenda item be added. The requested agenda item will be added to a Regular City Council Meeting agenda within 90 days.

b) Order of agenda

The staff will set the order of agenda, which will be generally as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Mission Statement
5. Public Comment
6. Consent Agenda
7. Approval of Agenda
8. Presentations, Awards, Proclamations
9. Staff Reports
10. City Manager's Report
11. Council Member Reports
12. Old Business
13. New Business
14. Executive Session (as needed)
15. Adjournment

IV. Rules of Speaking

a) To be recognized, a Council member or staff member addresses the Mayor. The Mayor shall recognize Council members or staff.

b) The Mayor recognizes by calling out the Council Member's name. Only one person may have the floor at a time. A person shall not speak while another has the floor except in the case where a Council member makes a "Point of Order." A "Point of Order" relates to conduct that would not be considered appropriate conduct of the meeting; for example, if the Mayor moved on to a vote on a motion that permits debate without allowing discussion or debate or if comments that are being made are duplicative or not germane to the topic at hand. After a Council Member finishes speaking, the Mayor generally recognizes the next person who first asks for the floor after it has been relinquished.

- c) When necessary, the Mayor may call a recess to reframe the tone and temperament of the meeting.
- d) Questions and/or comments are rotated. Each individual Council member is given the opportunity to ask questions or make comments before Council members are allowed to speak for a second time, except in circumstances when responding to a question from a fellow Council member. The Mayor may end the discussion or debate to vote on the policy questions before the Council.
- e) The Mayor may intervene in Council debate in order to determine whether the Council wishes to postpone the Council action if more information or staff work appears to be warranted to facilitate a Council decision.
- f) Any Council Member may appeal a ruling of the Mayor to the Council. If the appeal is seconded, the member making the appeal may briefly state their reason for same, and the Mayor may briefly explain their ruling, but there shall be no debate on the appeal. The Mayor shall then put the question, "Shall the decision of the Mayor be sustained?" If a majority of Council Members present vote "Yes," the ruling of the Mayor is sustained; otherwise, it is overruled.

V. Procedure in Handling Motions (general/most common usage motions)

a) Classes of Motions

When an item is before the Council, the following types of motions shall govern.

1. **Main:** Basic motions introduce items of business before Council. A basic motion might be: "I move to approve Resolution Number...."
2. **Motions to Amend:** A main motion may be changed by moving to amend it. A motion to amend takes the main motion that is currently before the Council and seeks to change it in some way. A motion to amend might state: "I move to amend the motion approving Resolution Number ___ to add a new condition of approval as follows...."
3. **Motions to Withdraw:** A motion to withdraw allows the maker of the motion to withdraw their motion prior to when the Mayor calls for the vote.

b) Debate on Motions

Motions are subject to discussion. Each of the foregoing classes of motions is subject to discussion and debate subject to the decision of the Mayor to move on and take action. Non-debatable motions are those motions that, when made, must be immediately called on by the Mayor for a vote by the Council without debate or discussion. Motions that are not debatable include:

- Motion to adjourn to the next regularly scheduled meeting;
- Motion to recess, with the Mayor determining the length of recess;
- Motion to fix the time to adjourn;

- Motion to postpone an item;
- Motion to withdraw a motion; or
- Motion to limit debate.

c) Majority and Supermajority Votes

- Voting ultimately decides all questions and items before Council. Most decisions and motions require a simple majority to pass. A simple majority means the majority of Council members present if a quorum exists (e.g., 3 out of 4, if only 4 members are present). Certain decisions require a supermajority to pass.
- Emergency ordinances require the concurrence of two-thirds of the City Council present;
- Motion to limit debate or to move the question requires the concurrence of two-thirds of the Council members present to pass;
- Motion to suspend these Rules of Order and Procedures requires the concurrence of two-thirds of the Council members present to pass.

d) Tie Votes; No Right to Abstain

In the case of a tie vote, the motion fails. Council Members may not abstain from voting.

e) Conflict of Interest

A Council Member may be recused if such member has a direct financial conflict of interest (as defined in C.R.S. 24-18-109), in which case the member shall declare the conflict. If a Council Member believes they may have a conflict of interest, such member must confer with the City Attorney prior to the meeting, whenever possible. In the event of a declared financial conflict of interest, the Council Member must immediately leave the City Council chambers before there is any discussion or consideration of the item.

f) Motions to Reconsider

A motion to reconsider a decision previously passed upon may only be made at the same meeting or at the next regular Council meeting. The motion must be made by a Council Member who voted in the majority on the original motion. A member who voted in the minority cannot make a motion to reconsider.

VI. Procedure in Handling Ordinances and Resolutions

- All ordinances require two readings with publication and public hearing required. First reading of an ordinance is typically placed on consent agenda.
- On the second reading of an ordinance, the Mayor reads the title of the item set forth

on the agenda and opens the public hearing, followed by a staff presentation. After the presentation, Council has an opportunity to ask questions of staff. Public hearings of ordinances involving applications before the City Council shall include an opportunity for an applicant to present evidence in support of their application, and rebuttal of any public comment. The Mayor will then open the public comment portion of the public hearing. After public comment is heard, the Mayor will close the public comment and the public hearing. The Mayor then requests an appropriate motion. Once seconded, the Mayor restates the question or may ask the Clerk to restate the motion, followed by a discussion by Council. The City Manager, City Attorney, and staff may respond to questions raised by Council, if any. After any discussion, the Mayor restates the question and requests a vote. After a vote is taken by the City Clerk, the City Clerk shall declare the ordinance adopted, defeated, or continued. If the public hearing is not continued, it is then closed.

- c) Resolution titles are read by the Mayor and followed by a staff presentation if requested. The Mayor will ask for a motion. Once seconded, the Mayor restates the question, followed by a discussion by Council. The City Manager, City Attorney, and staff may respond to questions raised by Council, if any. After any discussion, the Mayor restates the question and requests a vote. After a vote is taken by the City Clerk, the City Clerk shall declare the resolution adopted, defeated, or continued.

VII. Voting

Council may vote by means of a roll call voice vote or an electronic voting system.

VIII. Parliamentary Procedure

Except as otherwise provided herein, all matters of procedure are governed by Bob's Rules of Order.

IX. Amendments

These Rules of Order and Procedures may be amended by a majority vote of the Council Members present at a Council meeting at which a quorum exists. Any proposed amendments shall be submitted in writing to each member of Council at least ten (10) days in advance of the City Council meeting at which such amendments are to be considered.

X. Variations in Procedures

Minor deviations or variations to these Rules may occur organically during a Council meeting. Any such minor variation or deviation shall not constitute a violation of due process.



CITY COUNCIL AND BOARDS/COMMISSIONS PROTOCOLS

Adopted January 14, 2025

I. Purpose and Intent

Public servants have a responsibility to carry out their duties with integrity. In order to preserve the confidence and trust of the public, City Council, and staff, the Rocky Ford City Council has adopted these Protocols to provide uniform guidelines to direct the conduct of the City's Council and Planning and Zoning Commission as well as any future boards or commissions the City Council may create hereinafter referred to as Boards. The definitive goal of these protocols is to have a highly effective Council and Boards/Commissions so that exceptional governance is realized in Rocky Ford.

Non-substantive changes to this document may be made and then distributed to Council/Boards/Commissions.

II. Meeting Protocols

- a. All members of the City Council, including the Mayor and Mayor Pro-Tem, as well as individual members of any appointed boards/committees have equal votes. No Council/Board member has more influence or opportunity than any other Board Member, and all should be treated with equal respect.
- b. Council/Boards are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as the Board may "agree to disagree" on contentious issues.
- c. Honor the role of the Presiding Officer in maintaining order. It is the responsibility of the Presiding Officer to keep the comments of Council/Board Members on track during public meetings. Council/Board Members should honor efforts by the Presiding Officer to focus discussion on current agenda items. If there is disagreement about the Presiding Officer's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- d. Council/Boards are expected to attend meetings having reviewed all the materials.
- e. Council/Board Members with different points of view should seek to find common ground in a respectful manner to benefit the community as a whole.
- f. Council/Board Members should be aware of their tone and temperament at all times.
- g. Council/Boards shall make the public feel welcome and refrain from partiality, prejudice or disrespect toward any individual participating in or attending a public forum. Members of City Council/Boards will be fair and impartial in listening to public testimony.

- h. If necessary, public comments received during a public meeting will be followed up by staff at a later time or as directed by the Council/Board. It is not anticipated nor expected for Council or staff to respond during that meeting unless specifically requested by the Council/Board.
- i. Written comments to City Council must include the name and address of the sender. Written comments to be included in the City Council's packets must be received by the City Clerk no later than 5:00 p.m. on the Wednesday before the Tuesday meeting. Any documents received after the deadline will be disseminated to the City Council at the next subsequent Council meeting.
- j. Any correspondence for a public hearing must be received by 5:00 p.m. the day before the public hearing. In the event the public hearing is continued, comments received after the original deadline will be disseminated at the continued public hearing meeting.
- k. Council/Board Members should practice civility, professionalism and decorum in discussions and debate. Members should be aware of their tone and temperament during discussion and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Council expects civility among and between Council, Boards, and members of the public while in meetings.
- l. Any person who makes threatening or obscene remarks or becomes disruptive or who makes threats against any person or against public order and security while in the Council Chamber shall be removed from the meeting at the direction of the Presiding Officer.
- m. Council/Boards shall always show respect for each other and City staff.
- n. Members of the Council/Boards, staff, and the public shall refrain from sidebar conversations and outbursts including clapping, jeering, and snorting.
- o. Council expects all Council/Board members to keep an open mind without prejudgment, to work collaboratively, openly discuss and evaluate options, and listen to the concerns of other Council/Board members.
- p. To maintain efficiency, Council/Board Members should simply state their assent, rather than restating a point. The Presiding Officer may move on from duplicative or off-topic comments.
- q. Council/Board Members should ask the Presiding Officer to intervene if the discussion becomes repetitive or off-topic.
- r. Members should feel comfortable communicating the reasoning for their voting decision during the debate. After the decision has been made, all members shall support the body's decision and move forward.
- s. It is improper for any Council/Board member to state or attempt to state the vote or sentiments of any absent Council/Board member.
- t. Council/Boards agree to bring non-substantive changes to items on the agenda to staff outside of a public meeting and retain substantive items for public discussion with Council/Boards.

- u. The City Council is responsible for making policy. The City staff is responsible for implementing policy.

III. Confidential Information

Council members will be provided with information that is confidential within an executive session or through written communication. Disclosure of confidential information to individuals outside parties is a violation of the confidential attorney-client or other legal privilege. The privilege is held by the City Council as a whole. Only the City Council acting at an open meeting can waive this privilege. It is a breach of these protocols and a violation of public duty for any individual Council or Board member to provide confidential information to an outside third party. This protocol shall not be construed as prohibiting the City Manager and City Attorney from distributing confidential information to other City management staff to the extent reasonably necessary to implement Council direction or fulfill their responsibilities to the organization. Any other person receiving such information is also subject to the privilege and may not waive the privilege.

IV. Making Public Statements Including Via Social Media

- a. Council/Board members who engage in personal use of social media separate from the City's social media may not use the trademark, logo, or name of the City or that of any City department or program. In cases where a Council/Board member's personal use of social media may be perceived as being on behalf of the City, such as if an individual identifies themselves as a City official or is widely known to be a City official, that individual shall include a visible disclaimer on their account to inform other users that their opinions are their own and do not represent those of the City of Rocky Ford.
- b. When giving a written or oral opinion concerning issues facing or involving the City, all Council/Board members shall refrain from making statements on behalf of the City or the body upon which he or she serves unless such person has explicitly been authorized by the respective body.
- c. No Council/Board member shall make commitments on behalf of the Council/Board/City without express authorization from such Council/Board or City Manager.
- d. Council/Board Members should practice civility, professionalism and decorum in discussions, debate, and social media. Members should be aware of their tone and temperament in public communications and, especially, in written media and social media. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action.

V. Council/Boards and City Employee Communications

- a. Council/Board members will receive information that is substantive and relevant to the Council/Board's policymaking authority.
- b. Email communications by and among Council/Board members are subject to the Colorado Open Meetings and Open Records laws, and therefore, may be subject to disclosure. Council/Board Members shall refrain from communicating on public business items among three or more members and avoid the use of "reply all" to avoid potential violations of the Open Meetings law.
- c. Council/Boards should seek direction from the City Manager if there is any doubt regarding the appropriate level of contact with City employees.

- d. Council/Boards should notify the City Manager's office in advance of public meetings about key questions, clarifications, and discussion points related to the Council packet, projects, or any policy question they would like addressed during the public meeting.
- e. For routine questions or requests (e.g., code complaints, questions regarding agenda items), Council/Boards should contact the City Manager's office.
- f. It is the responsibility of the City Manager to ensure evenness of information when Council/Board Members submit questions related to any aspect of Council/Board business. The City Manager will ensure all substantive information for Council/Board Members is communicated evenly.
- g. If a Council/Board Member disagrees with the City Manager's response to the request, the Council/Board Member should present the issue to the entire Council/Board.
- h. Council/Boards should initiate legal questions through the City Attorney's office and inform the City Manager of the inquiry.
- i. Any Council/Board member's request for additional information that would take a significant amount of staff time/resources (i.e., over 30-minutes of staff time) or should one Council/Board member's cumulative number of requests have negative impact to staff resources or their ability to do the work of the City, shall be referred back to the Council/Board to receive a majority opinion that it merits an investment of City resources.
- j. Critical or negative comments about specific staff shall only be made to the City Manager outside of any public meeting to maintain a professional and respectful environment.

VI. Council Conduct with Boards

- a. The City Council may establish various Boards and Commissions as a means of gathering community input and recommendations to Council. Council members shall refrain from having any ex-parte communications with Boards concerning issues and/or applications before any quasi-judicial body.
- b. Since the attendance of three or more Council members constitutes a legal Council meeting, the Council members should advise the City Clerk at least 24 hours in advance of their planned attendance at another function where discussion of City business is anticipated so the appropriate and timely public notice can be prepared and posted.

VII. Council Meetings with Boards and Commissions

- a. Council may meet with the Council-appointed Boards on an as-needed basis.
- b. The Mayor may appoint a Council liaison to any Board as deemed appropriate. The role of the liaison shall be to convey current and relevant information on Council activities and to provide input as requested. This is not a voting position, nor shall the liaison participate in the business of the Board.

VIII. Violations

- a. Violations of these City Council/Boards/Commissions Protocols may result in the following pursuant to the procedure provided in Section VIII.b below:

- i. Admonishment during a public meeting on the record
 - ii. Public Censure
 - iii. Removal of appointments to formal and informal seats on various boards and commissions
 - iv. Removal as Chair Pro Tem
 - v. Removal of Chairperson
 - vi. Removal as Mayor Pro Tem
- b. The City Council may consider any alleged violation of these Protocols at a duly noticed public meeting following receipt of a written complaint. The City Council will provide the Council/Board/Commission member who is the subject of the complaint with an opportunity to appear at the meeting and be heard or provide a written response prior to the date of the scheduled meeting. Should the City Council find that a violation has occurred by a preponderance of the evidence, the City Council may decide the appropriate sanction as provided in Section VIII.a above with a two-thirds vote.

City of Rocky Ford Purchasing Policy



Purpose

This Purchasing Policy is intended to ensure adequate and uniform control of the City of Rocky Ford's purchasing and payment activities. Principles and policies incorporated into this Policy are in accordance with Generally Accepted Accounting Principles (GAAP) and applicable State of Colorado Law.

All parties involved in the negotiation, performance, or administration of procurement and/or contracts for the City shall act in good faith. All procurements should be made for the purpose of meeting the City's current budget goals.

Information in this policy will be reviewed at least biennially and updated by the Finance Department as necessary so that the maximum use and benefit may be derived in accordance with its intended purpose. Revisions to the purchasing thresholds and bidding procedures will be presented to City Council as deemed appropriate.

This Policy encompasses all purchasing activity conducted on behalf of the City-by-City staff. City Council may utilize this policy for general direction, but they are not bound by any provisions of this policy. Any questions on any purchasing or payments situation should be directed to the Finance Department for assistance.

General Provisions/Restrictions

1. No personal purchases may be made using the City's funds. Purchasing venues provided within this policy may be utilized only in the interest of the City.
2. Only City employees and approved volunteers, with valid City identification and supervisor's authorization, may purchase utilizing City funds.
3. Purchases must be charged to the proper account, regardless of budget availability in that line item.
4. Employees are encouraged to obtain bids from merchants who are following the City's Sales and Use Tax Code and who are qualified to provide the requested goods or services. When all award factors are deemed to be equal, the bid shall be awarded to merchant of choice.
5. For small purchases (i.e. supplies, food, etc.) where bids are not required, when similar products or reasonable alternatives are readily available from merchants who are following the City's Sales and Use Tax Code, the purchase shall be made from merchant of choice.
6. Alcohol may not be purchased with City funds, except in specific situations within the Police Department (liquor investigations, DUI training, undercover operations, etc.).
7. Sales tax is not to be charged on any purchase. The City's tax-exempt numbers should be given to the vendor before the sale is completed. The City's tax-exempt certificate is available on the intranet or from the Finance Department.
8. When purchases are within the department head's authority, any bid information shall be maintained by the department. If additional authorization is required, any required bid information shall be attached to the documentation requiring approval (i.e. purchase order, check request, etc.).
9. No multi-year financing obligations (i.e. space rentals, copier leases, etc.) may be entered into without the review and concurrence of the Finance Director and the City Manager.

10. Department heads will be held responsible for knowing their department's budgets including the amount's appropriated, amount utilized and remaining amounts available. Any expenditure that exceeds appropriated amounts will have to be submitted to the Finance Director or City Manager along with a purchase order which must be approved prior to incurring the expense.

Emergency Procurement

Notwithstanding any other provision of this policy, the City Manager or designee may make or authorize others to make emergency procurement when there exists a threat to public health, welfare, or safety under emergency conditions. A written determination of the basis for emergency and for the purchase or selection of a particular vendor or contractor shall be included with the purchase documentation (invoice, field check request, etc.).

Limits

1. Less than \$500: No Purchase Order required. Verbal approval from department head is required and purchase must have a receipt or invoice. Invoice or receipt will be submitted to the Finance Dept. within 1 week of purchase and correctly coded.
2. \$500.01 to \$2,500.00: Purchase order required. Purchases within these amounts must be approved in advance and Purchase order signed by the City Manager or Finance Director.
3. \$2,500.01 to \$5,000: Purchase order required. Purchases require written permission from Department Head to the City Manager or Finance Director. Must present an itemized list of purchase.
4. \$5,000.01 to \$20,000: Purchases in these amounts must be approved by the council. There must be a written quote for items or services requested.
5. \$20,000.01 and larger: Written quotes from a minimum of three vendors need to be requested and documented. If quotes are not received from all requested vendors, the mayor or town manager may waive the written quote requirements. Must be approved by the council and requires a Purchase Order Number.
6. All vehicle purchases must be approved by the council with the exception of vehicles that were approved within the annual budget and already approved by council.
7. Emergency Purchases: In the event of a public emergency which jeopardizes public health, peace, safety or property, the City Manager may make emergency purchases. In the case of an emergency that requires an immediate purchase of supplies or services and time is essential, the City Manager may, in consultation with the Mayor/Mayor Pro Tem, shall have the authority to authorize purchases up to \$50,000 or secure the services needed without complying with the procedures as outlined above. For purchases over \$50,000 a full report of the emergency and materials or services needed will be made and presented to council by the City Manager. An emergency purchase is an immediate need of a good or a service, which was unable to be anticipated, where time is a crucial factor and would be a disservice to the citizens of the City, and which is not within the budget.

Purchasing Policies

Conflict of interest: No employee or town official shall participate in a transaction, contract, activity, or service of the town that has a direct effect on the employee's financial interests, if a transaction needs to be made with a person or business who is related to an employee or friends with an employee, the Finance Director and/or the City Manager need to initiate the purchase.

Personal purchases: It is prohibited for any employee or town official to make purchases or receive special pricing using the towns name, account, or reputation. Employees may not authorize payments to themselves.

Competitive Procurement: This is the preferred method of obtaining goods and services. If this method cannot be utilized the justification for this must be documented. Personal preference for certain brands or products does not justify limiting competition.

Sole Source Procurement: Occasionally it is necessary to purchase supplies, services or construction items without going to bid, or that only one firm is in a better position to provide. Examples of potential sole source purchases/services include: state bid, engineering or other professional or consulting services, items for resale, matching existing equipment, custom items, paint, prime lumber (except for large quantities), new technology services or equipment, on site repairs (such as heating, air, plumbing, phone etc.) and utilities. Written documentation must be provided to demonstrate that the proposed price is deemed to be fair and reasonable. The authorization to approve sole sourcing shall be per the dollar limits identified in the Summary of Purchasing Thresholds found in this purchasing policy. Written justification/approval for the sole source shall be attached to the documentation submitted to Finance (purchase order, contract, invoice, etc.) for any purchases over \$5,000.

Contract Authority

The City Manager shall have the power and duty to approve and execute all contracts or agreements on behalf of the City, subject to the following limitations:

No contract or agreement shall involve conveyances or interest in land, bonds, indentures, evidence of indebtedness, or proclamations, unless the authority to approve and execute such documents has been granted by the City Council.

Such contract or agreement does not constitute an "intergovernmental agreement" under Colorado law.

No City contract shall be approved or executed unless funds for the payment of obligations under the contract or agreement are in the approved budget and have been appropriated by the City Council. This section shall not prohibit approval and execution of multi-year contracts or agreements where such agreements are legally permissible.

City Controlled Credit Cards

All City cards must be checked out from either Accounts Payable personnel or from the City Manager.

Receipts are required on all purchases.

Purchases must be approved by department heads prior to checking out the card.

The City's purchasing cards shall be used whenever possible and practical when procuring goods and services on behalf of the City.

The use of personal purchasing cards for City approved purchases is discouraged and should only be done for minor business purchases when obtaining a city issued purchasing card is not possible. Any use of a personal card for business purposes must have prior approval by the Finance Director or the City Manager before incurring said expense .

The use of City issued purchasing cards as compared to the use of personal cards will accomplish the following objectives.

- Prevents the mixing of Personal/City finances.
- Reduce personal liability for business charges if not reimbursed promptly.
- Mitigates possible conflicts of interest.
- Diminish the administrative burden associated with reimbursements
- Assures the City's ability to track expenses before they are incurred.

Unacceptable Uses for Credit and Purchasing Cards

Purchases over your signature authority limit.

Cash advances, traveler's checks, or the use of ATM machines.

Fuel for personal vehicles. Reimbursement for mileage shall be made on the Travel Authorization Form at the current IRS reimbursement rate.

Recurring expenditures such as Subscriptions, Utilities and Annual Memberships will not be paid by Credit Cards. The Payee should be added to the City's approved Vendors, a W-9 obtained and paid by the vendor's preferred method (Check or ACH).

Change in Employment Status

The cardholder will surrender possession of his/her card upon termination of employment. The cardholder may be asked to surrender the card at any time deemed necessary by the Department Head, the Finance Director, or the City Manager.

TRAVEL POLICY

GENERAL

This travel policy applies to all employee travel for City-related business and mileage reimbursements.

APPROVAL REQUIRED

Employees shall obtain approval for travel on City business as follows:

1. **Travel within Colorado with No Overnight Stay:** For travel within the State of Colorado, not requiring an overnight stay, employees should obtain authorization from the employee's supervisor, whenever possible. Employees should utilize Purchasing Cards for necessary purchases (i.e. parking, etc.). All purchases must be in accordance with the City's Purchasing Policy.
2. **Travel within Colorado where Overnight Stay Required:** For travel requiring an overnight stay within the State of Colorado, Department Head authorization and a completed Travel Authorization form is required in advance of travel. In the rare instance where it is not practical to complete the Travel Authorization Form in advance of travel, written approval is required (e.g. email or memo). A Travel Authorization Form shall be completed upon return from travel.
3. **Travel outside the State of Colorado:** For all out-of-state travel, City Manager approval and a completed Travel Authorization Form is required in advance of travel.

TRAVEL AUTHORIZATION FORM

The purpose of the Travel Authorization Form is to estimate and accumulate the total cost of the trip.

The Travel Authorization Form shall be filled out completely, approved in accordance with the procedures established above, and turned in to the Finance Department. The form will be used to generate any Accounts Payable checks required, pay the appropriate per diem, and match with actual receipts upon completion of the trip.

RECEIPTS

Receipts for purchases that require reimbursement should be turned into the Finance Department for approval, referencing the previously approved Travel Authorization Form.

PURCHASING CARD

1. Purchasing Cards should be used whenever possible and practical for all travel related expenses.

2. Upon completion of travel, actual receipts for registration fees, lodging, travel and transportation, and other allowable expenses should be turned into the Finance Department with the monthly Purchasing Card statement.
3. For situations where use of the Purchasing Card was not practical or possible, allowable expenses paid by the traveler will be reimbursed.
4. For out-of-state travel, note that airlines, hotels, and other vendors may not honor the City's tax exempt status.

Transaction Allocation

Upon receipt of the monthly statement, cardholders shall confirm all transactions have been allocated through the finance department, attach all receipts to the statement, obtain supervisor approval, and return the statement to Finance by the 20th of the month. **Please note – the actual itemized receipt is required (not just the summary amount on the signature slip typically provided at restaurants).**

If a receipt is lost, or was never provided by the vendor, a "Missing Purchasing Card Receipt Form" (available from finance) shall be completed, signed by the supervisor, and attached to the monthly statement.

Under certain circumstances (i.e. making a purchase to be allocated to another department), the Finance Department may perform the allocation of cardholder transactions based on notes provided on the monthly statement by the cardholder.

Personal / Non-Business Charges

In the event that personal or non-business-related items are accidentally charged on the card, reimbursement to the City shall be made by submitting a personal check payable to the City of Rocky Ford, with a note attached showing the account to be credited. This reimbursement must be completed at the time of statement reconciliation. Repeated occurrences of personal or non-business-related items being charged to the card and/or intentional misuse of the card may result in charging privileges being revoked and disciplinary action taken.

Disputing Transactions

If there is a dispute about a transaction, the cardholder should first try to resolve it with the merchant. If an item has been charged but has not been received, contact the merchant to verify shipment date. If the item has been or will be shipped soon, it is recommended that the charge be paid at the time of the statement. If charges are paid but not received by the next statement, contact the Finance Department for assistance in resolving the problem.

Change in Employment Status

The cardholder will surrender possession of his/her card upon termination of employment. The cardholder may be asked to surrender the card at any time deemed necessary by the Department Head, the Finance Director, or the City Manager.

If Card is Lost or Stolen

Keep the card in a safe place at all times. Contact the Finance Department immediately if the card is lost or stolen.

TRANSPORTATION

In all cases, but within reason, the most cost effective and efficient manner of travel should be sought. Direct flights shall be considered the standard, even though flights with connections and/or layovers are often less expensive. When booking airfare through a discount airline where seat assignments are not a part of the ticket price (i.e. Southwest Airlines), the City will cover early check-in fees as long as the total cost of the ticket and fees is still the most cost-effective option. The employee shall pay for any seat upgrades or other upgraded/expanded services if they choose to utilize them. In general, the City will reimburse the cost of one checked bag, however, employees are encouraged to utilize carry-on luggage whenever possible. Situations requiring more than one checked bag (i.e. for presentation materials, etc.) require Department Head approval.

For out-of-state travel where the employee requests to use alternative transportation (i.e. train or automobile), the City will reimburse the most cost-effective method (i.e. what airfare would have cost, the cost of a rental car with unlimited mileage and actual gas costs, or mileage reimbursement).

In all instances where a rental car is needed, the City's insurance is sufficient and any insurance offered by the rental car company should be declined.

PARKING/ AIRPORT PARKING

In all cases, but within reason, costs for parking should be kept to a minimum.

Hotel Parking: Self-parking shall be utilized, if available. Valet parking is allowed if it is the only option available. The employee shall pay the difference for additional costs of covered parking or valet service when other options are readily available.

Airport Parking: Employees shall be reimbursed at the standard daily rate for uncovered, off-site parking for each day or portion thereof where airport parking is required. Employees may choose which airport lot they wish to utilize but must pay the difference of any parking that exceeds the standard daily rate.

USE OF TOLL ROADS/EXPRESS LANES

In general, a reasonable alternative to using toll roads/express lanes should be utilized. In cases of emergencies, extenuating circumstances, or the location of the destination in relation to using a toll road versus a non-tolled route, employees should use appropriate judgment or obtain prior supervisor approval as the situation warrants.

Employee reimbursement of charges for toll roads/express lanes while using a personal vehicle for City purposes requires Department Head approval. In all cases of utilizing a toll road/express lane in a City vehicle, the fleet manager shall be notified as soon as possible.

MILEAGE REIMBURSEMENT

In general, while using a personal vehicle for City purposes, the employee shall be reimbursed for mileage based upon the most reasonable, direct route as identified by commonly used mapping software (Google Maps, MapQuest, etc.). The route used should avoid toll roads/express lanes except as provided for in Section VIII. of this policy.

The amount per mile of mileage reimbursement is set at the current Internal Revenue Service's allowable rate per mile. Please contact the Finance Department for the current allowable rate.

PER DIEM

Meal Per Diem: A meal per diem is allowed for travel requiring an overnight stay. Contact the Finance Department or check online (<http://policyworks.gov>) to determine the rate allowable for the city where you are traveling. The per diem amount should be pro-rated for partial travel days and meals provided by the seminar/conference (if applicable) as follows:

50% of the daily per diem rate is allowable for dinner, 25% each for breakfast and lunch.

If actual costs are more than the per diem amount, the employee is responsible for the additional amount. If actual costs are less than the per diem amount, the employee may keep the balance.

No receipts are required when using per diem.

Incidental Per Diem: A personal incidental per diem of \$10 per day is allowed for travel requiring an overnight stay for tips and other miscellaneous incidentals.

COMPENSATION FOR HOURS WORKED

Contact Human Resources or Payroll with any questions regarding compensation for hours worked during travel for non-exempt employees.

PETTY CASH POLICY

General

Petty cash is available to cover small purchases (not to exceed \$50) and may be disbursed as an advance or reimbursement.

Procedures

Petty cash funds may only be established or the amount of the bank increased or decreased by the Finance Director or designee, only specific departments have petty cash allowances.

Petty cash must be kept in a locked box in a secured location. Not more than two departmental personnel should be allowed access to the petty cash box. All department requests for petty cash must be accommodated by one of these two designated individuals. A list of designated individuals shall be maintained by the Finance Department and confirmed/updated in January of each year.

The designated petty cash individuals are responsible for ensuring that the cash in the box plus the total of all petty cash slips exactly equals the total amount assigned to the department. Surprise petty cash counts may occur periodically during the year.

Cash Advance/Reimbursement

To obtain a cash advance for a petty cash purchase, a petty cash slip must be filled out by the employee indicating the following:

- Amount of advance
- Vendor
- Account number
- Description of purchase
- Date
- Employee's signature
- Finance Approval signature

The slip is kept in the petty cash box until the employee returns with the cash receipt. The actual amount of the purchase should be recorded and circled on the petty cash slip, the cash receipt stapled to the petty cash slip, and the change from the advance returned to the petty cash box. Cash advances may not be held by the employees for more than two business days. Attach the cash receipt to the petty cash slip. The slip is then exchanged for a cash reimbursement. **Note** - Sales tax should not be charged on the transaction and shall not be reimbursed. Copies of the City's tax exempt certificate are available from Finance and on the City's intranet if needed.

The \$50.00 limit shall not be circumvented by making two separate purchases of related items and submitting two receipts, when the total exceeds the \$50.00 limit.

Replenishment

To obtain a funding/reimbursement check to reimburse the fund, all petty cash slips and remaining cash should be turned into Accounts Payable to ensure that the balance is properly accounted for, and create a funding check. Petty cash slips must be accompanied by the appropriate receipt or acceptable notation of why a receipt was not available in order to be funded.

Petty cash funds are subject to quarterly internal audits by the Finance Director or designee, and are also subject to audit any time the fund is reimbursed. Such audits shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS) and will evaluate the effectiveness of risk management, control and governance processes.

COMPETITIVE BIDDING POLICY

General

Competitive bids (formal or informal) are required per the dollar limits identified in the Summary of Purchasing Thresholds found on page 4 of this purchasing policy. All bid specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive so as to limit competition.

Depending on the nature of the product or service, bids are not necessarily awarded based on price alone. In situations where the low bid is not accepted, a written description of the other factors considered and the basis for the award shall be included with the bid information.

For purchases within the department head's authorization, bid information shall be maintained by the department. For purchases requiring additional authorization, a summary of the bid information shall be attached to the documentation requiring approval.

Bidder's List

Departments are encouraged, but not required, to maintain bidder's lists. Whenever possible, the Colorado State Price Agreement Listing (State Bid) should be consulted. All formal bids shall be advertised on the City's web site, and vendors should be encouraged to subscribe to the notification service provided on the site. Public notice may also include publication through bid.net (or other project bid websites), in the City's legal newspaper or a newspaper of general circulation.

Types of Bids

REQUESTS FOR QUOTE (RFQ): An RFQ is an informal quote obtained from a supplier or contractor in an informal manner (verbally, electronically, etc.). For repetitive purchases, it is not necessary to obtain bids with each purchase. However, a bid process shall be conducted at least once every 2 years.

INVITATION FOR BID (IFB): An IFB is a solicitation of formal bids. A "formal" bid is a solicitation that may require advertising, bonds, and sealed bids. The department head or designee is responsible for the bid package and vendor eligibility. The specifications, delivery requirements, plans, drawings, and other items must be determined and finalized prior to the bid package being provided. Eligibility may be determined from a pre-qualification process, general advertising of project, or any other method deemed appropriate.

REQUESTS FOR PROPOSAL (RFP): An RFP is a solicitation for goods or services designed for an award based upon criteria other than price alone. It is most often used for items or services that are hard to quantify or describe because it allows the proposer to suggest the item or service that might best suit the City's needs. Examples where a RFP may be appropriate include design services, professional services, janitorial services, specialized equipment purchases, etc. The RFP should contain the following as a minimum:

PRE-QUALIFICATION: The department head or designee may determine if a pre-qualification process is appropriate and determine the criteria. Criteria may include, but is not limited to the following: construction experience, experience specific to the work specified, construction track record, government experience, and financial stability. The department head and/or project manager will review the qualifications and information to determine the acceptability of responding bidders.

Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the bid package, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total for life cycle costs. The bid package sets forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the bid package.

Award

The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid package, unless the City Manager or his designee shall determine that the public interest will be better served by accepting a different bid. When the award is not given to the lowest bidder, a complete statement of the reasons for placing the order with another bidder shall be made available to all bidders upon request.

Cancellation of Invitation for Bids

An invitation for bids or any other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the City. The reasons therefore shall be put in writing and made part of the contract file.

Bid Frequency

Absent prior authorization per the dollar limits identified in the Summary of Purchasing Thresholds found on page 4 of this purchasing policy:

Leased equipment (i.e. copiers, golf carts, etc.) and the acquisition of other products and services (i.e. telephone and internet services) shall be re-bid at a minimum of every five years. Professional Services contracts shall be for a term not to exceed four years with the ability to extend the contract for a single four-year term. The authorization to approve a contract extension shall be per the dollar limits identified in the Summary of Purchasing Thresholds found on page 4 of this purchasing policy. At a minimum, a new RFP for professional services contracts shall be issued every eight years.

To: Mayor Gurulé and City Council Member
From: Stacey Milenski
Date: January 14, 2025



City Manager's Report

- **501 N Main (El Capitan) Update:** Pre-trial hearing moved to Jan 22
- **Liberty School:** 12/16- Spoke with Jacie Homm-tax certificate lien holder
 - Has no ownership or authority to allow consent
 - August 2025-can request auction
 - David William Loy is the listed owner
- **Brewer Construction Site/**
 - Code Enforcement/Tony Jones made contact with Mr. Brewer
 - States he is waiting for the property to be released by the Fire Chief but Chief Gonzales produced communication stating Mr. Brewer could have started cleaning up the property on 6/10/2024
- **1149 Railroad Update:** No update
- **400 S Main Update:** No update
- **701 Sycamore Update:** Waiting for CDPHE to give ok to start cleanup
 - Sent a new Certificate of Insurance for 2025 on 1/6/2025
 - 12/17-Met with Property Craft
 - Updated clean-up cost \$57,266.00 (2025 pricing-contingency was figured in, initial quote was from May 2024)
 - Air monitoring costs may increase-waiting on updated cost
 - Grant award: \$49,606.00
 - Discussed with Rick about removing tree branches that someone dumped on site, cutting sucker trees, and tearing down the shed on site before the cleanup
- **RF Police:**
 - **Mark Montano Incident-12/23/2024:**
 - Doing better, healing
 - Captain Coates held a debriefing 12/31
 - All officers, dispatchers involved, Fire Department, Matt Wallace-OCSD
 - Discussed other things they could do to improve the safety of all first responders
 - Agreed to do a Q/A every month
 - **Received award notice from the Justice Assistance Grant (JAG)**
 - \$305,000 grant
 - Staff promotions (1-Sergeant/1-Corporal)
 - Uniforms, equipment,
 - 2 SUV's, upfitting, radios
- **Streets/Sidewalk Project:**
 - Eric Baca/Elegant Concrete-Starting at the Library
- **50/50 Sidewalk Project:**
 - Assessments will begin so an RFP can be put together
 - Precision Concrete
- **Street Signs Cost:**
 - Rick is putting together a priority list as this may have to be done in phases



City of Rocky Ford
2025
Holiday Observed Calendar

HOLIDAY	DATE OBSERVED
New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
President's Day	Monday, February 17, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth National Independence Day	Thursday, June 19 th , 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Frances Xavier Cabrini Day	Monday, October 6, 2025
Veteran's Day	Tuesday, November 11, 2025
Thanksgiving Eve	Wednesday, November 26 (Utility/Admin-1/2 Day)
Thanksgiving Day	Thursday, November 27, 2025
Day After Thanksgiving	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025 (All Staff-1/2 Day)
Christmas Day	Thursday, December 25, 2025