

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

*Paid - 11/14/24
 Home*

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	96.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 346.25

*Paid online
 11/14/24*

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check
 Paid online

Uploaded to MoveIt on Date

Licensee Name

MINI MART, INC

Doing Business As Name (DBA)

LOAF 'N JUG #750049

Liquor License Number

03-27943-0068

License Type

FERMENTED MALT BEVERAGE & WINE OFF (CITY)

Sales Tax License Number

03-27943-0068

Expiration Date

01/21/25

Due Date

12/07/2024

Business Address

Street Address

305 N 10TH ST

Phone Number

(719) 254-6414

City

ROCKY FORD

State

CO

ZIP Code

81067

Mailing Address

Street Address

ATTN LAW DEPT / 165 FLANDERS RD

City

WESTBOROUGH

State

MA

ZIP Code

01581

Email

CO-RETAIL-LICENSING@EG-AMERICA.COM

Operating Manager

SHELLIE ORTIZ

Date of Birth

07/09/1974

Home Address

Street Address

401 LINCOLN AVE

Phone Number

(719) 621-3964

City

LA JUNTA

State

CO

ZIP Code

81050

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned

*If rented, expiration date of lease

Rented*

05/31/2036

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... Yes No
If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... Yes No
If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... Yes No
If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

JASON C. MELLO

Title

LICENSING COORDINATOR

Signature



Date (MM/DD/YY)

11/14/24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, JASON C. MELLO

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

MIIN MART, INC.

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

MINI MART, INC.

Social Security Number/Tax Identification Number

03-27943-0068

Home Phone Number

(508) 270-1400

Business/Work Phone Number

(719) 254-6414

Street Address

305 N 10TH ST

City

ROCKY FORD

State

CO

ZIP Code

81067

Printed name of person signing on behalf of the Applicant/Licensee

JASON C. MELLO

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)



Date Signed

11/24/24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a					License Number	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company						
2. Name of Licensee MINI MART, INC.			3. Trade Name of Establishment (DBA) LOAF 'N JUG #750049			
4. Address of Premises (specify exact location of premises) 305 N 10TH ST			5. Business Email Address CO-RETAIL-LICENSING@EG-AMERICA.COM			
City ROCKY FORD	County EL PASO	State CO	ZIP 81067	Business Phone Number (719) 254-6414		
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.						
Section A – Manager Reg/Change				Section C		
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input checked="" type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>				<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$150.00 x Total Fee:</div>		
Section B – Duplicate License				<input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$100.00 x Total Fee:</div>		
<input type="checkbox"/> Duplicate License \$50.00				<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$160.00 x Total Fee:</div>		
				<input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00		

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>		TOTAL AMOUNT DUE \$ 0 .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

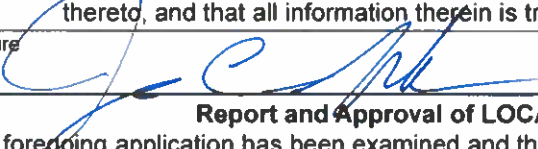
Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.*
- 2) *For a Wholesale Branch House Permit, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.*
- 3) *To Change Trade Name or Corporation Name, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.*
- 4) *To modify Premise, or add Sidewalk Service Area, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.*
- 5) *For Optional Premises go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).*
- 6) *To Change Location, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.*
- 7) *Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.*
- 8) *Campus Liquor Complex Designation, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.*
- 9) *To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.*

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <ol style="list-style-type: none"> 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____ City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____ City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager</p> <p>Former manager's name <u>ANNA ANGEL</u></p> <p>New manager's name <u>SHELLIE ORTIZ</u></p> <p>(b) Date of Employment <u>07/31/2023</u></p> <p>Has manager ever managed a liquor licensed establishment?..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____</p> <p>(b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title JASON C. MELLO / LICENSING COORDINATOR	Date 11/17/24
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



COLORADO
Department of Revenue

Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Boulevard, Suite 300
Lakewood, CO 80401

Mailing Address:
P.O. Box 17087
Denver, CO 80217-0087
Fax: 303-866-2428

March 20, 2024

MINI MART INC
DBA LOAF N JUG
165 FLANDERS ROAD
WESTBOROUGH MA 01581

Re: State Master File for MINI MART INC
Account # 03-27943-0000

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division ("Division") has, at your request, revised your "master file" for the above-listed Licensee.

As of the date of this letter, our master file includes the following items which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

UNKOVIC, NICHOLAS
ISSA, ZUBER VALI
ISSA, MOHSIN
N'CHONON, LISA M
CAREY, JOHN J

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.
3. Certificate of Authority or a Certificate of Good Corporate Standing from the Colorado Secretary of State which indicates that MINI MART INC is a corporation authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as many local authorities will not require you again to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Stone-Principato". The signature is written in a cursive, flowing style.

Michelle Stone-Principato
Division Director



EG AMERICA, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA 01581

November 14, 2024

**Re: Loaf N' Jug 750049 — 2025-2026 LIQUOR LICENSE APPLICATION —
STATEMENT AS TO HISTORY OF SUSPENSIONS AND DENIALS**

To Whom It May Concern:

With respect to the above-referenced license application, Mini Mart, Inc. DBA Loaf N' Jug (the "Applicant") states that it is an affiliate of EG America, LLC, a Delaware limited liability company, which operates more than 1,600 retail locations in 31 states through various subsidiary companies (collectively, the "Affiliates") established as early as the 1960s or earlier.

From time to time, in the decades since then, Applicant and/or its Affiliates have received license-related citations that were resolved as warnings, fines, or temporary suspensions. Applicant and/or its Affiliates have also on occasion had an application withdrawn or denied, for reasons such as license quotas (in jurisdictions where the number of potential applicants exceeds the number of available licenses) or local regulatory restrictions (such as the proximity or density of other existing licensees).

Please contact Jason Mello at Jason.Mello@EG-America.com with any questions or concerns in this matter.

Sincerely,

EG AMERICA, LLC

Matthew T. Durand
Counsel, Legislative & Regulatory
Office of the General Counsel

COLORADO ALCOHOL VIOLATIONS – 8/30/2023 – 9/01/2024:

750827 Ft. Collins	8/30/23	Failed State Compliance Inspection – Sale to Minor	Company entered into Stipulation Agreement with the Colorado Liquor Enforcement Division and paid \$500 in lieu of active suspension. Offending team member terminated per corporate policy. Store team retrained.
750047 Eagle	3/7/24	Failed State Compliance Inspection – Sale to Minor	Company entered into Stipulation Agreement with the Colorado Liquor Enforcement Division and paid \$500 in lieu of active suspension. Offending team member terminated per corporate policy. Store team retrained.
750812 Ft. Collins	8/29/24	Failed City Compliance Inspection – Sale to Minor	Show Cause Hearing scheduled for 10-16-24 before the City of Ft Collins Liquor Licensing Authority to determine revocation or suspension. Compliance to be addressed.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

MINI MART, INC.

is an entity formed or registered under the law of Wyoming, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871417019.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/06/2024 that have been posted, and by documents delivered to this office
electronically through 11/07/2024 @ 13:19:50.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/07/2024 @ 13:19:50 in accordance with applicable law.
This certificate is assigned Confirmation Number 16543868.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria> do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Store Name & Number		Store Address	City	State	Zip Code
Loaf n' Jug	750001	2ND ST	Fowler	CO	81039
Loaf n' Jug	750002	2050 Lake Ave	Pueblo	CO	81004
Loaf n' Jug	750003	200 Main St	Walsenburg	CO	81089
Loaf n' Jug	750005	1101 N. Main St	Springfield	CO	81073
Loaf n' Jug	750006	4770 Drennan Rd	Colorado Springs	CO	80916
Loaf n' Jug	750008	2610 Santa Fe Dr	Pueblo	CO	81006
Loaf n' Jug	750009	610 US Highway 24 S	Buena Vista	CO	81211
Loaf n' Jug	750010	102 Highway 160 East	Alamosa	CO	81101
Loaf n' Jug	750011	4901 N. Castleton Dr	Castle Rock	CO	80109
Loaf n' Jug	750012	67 Gateway Cir	Berthoud	CO	80513
Loaf n' Jug	750013	918 W 3Rd St	La Junta	CO	81050
Loaf n' Jug	750014	1201 W Pueblo Blvd	Pueblo	CO	81004
Loaf n' Jug	750015	243 E Us Highway 50	Avondale	CO	81022
Loaf n' Jug	750016	101 N Main St	La Junta	CO	81050
Loaf n' Jug	750024	4401 Hwy 165	Colorado City	CO	81019
Loaf n' Jug	750025	4800 Thatcher Ave	Pueblo	CO	81005
Loaf n' Jug	750026	260 E Hwy 24	Woodland Park	CO	80863
Loaf n' Jug	750028	120 S Santa Fe Ave	Pueblo	CO	81003
Loaf n' Jug	750033	2802 E Pikes Peak Ave	Colorado Springs	CO	80909
Loaf n' Jug	750034	33 Montebello Rd	Pueblo	CO	81001
Loaf n' Jug	750035	36031 Highway 50 East	Pueblo	CO	81006
Loaf n' Jug	750037	3980 Ivywood Ln	Pueblo	CO	81005
Loaf n' Jug	750038	1002 Bonforte Blvd	Pueblo	CO	81001
Loaf n' Jug	750039	2505 S Chelton Rd	Colorado Springs	CO	80916
Loaf n' Jug	750040	4335 Airport Rd	Colorado Springs	CO	80916
Loaf n' Jug	750041	6857 Space Village Ave	Colorado Springs	CO	80915
Loaf n' Jug	750042	1930 S Academy Blvd	Colorado Springs	CO	80916
Loaf n' Jug	750043	9364 S. Jordan Rd.	Parker	CO	80134
Loaf n' Jug	750045	3705 Drennan Rd	Colorado Springs	CO	80910
Loaf n' Jug	750047	112 Fairgrounds Rd	Eagle	CO	81631
Loaf n' Jug	750048	201 Main Street	Frisco	CO	80443
Loaf n' Jug	750049	305 N 10Th St	Rocky Ford	CO	81067
Loaf n' Jug	750050	1025 5Th St	Calhan	CO	80808

Store Name & Number		Store Address	City	State	Zip Code
Loaf n' Jug	750052	2405 W Northern Ave	Pueblo	CO	81004
Loaf n' Jug	750053	6695 Galley Rd	Colorado Springs	CO	80915
Loaf n' Jug	750054	912 Royal Gorge Blvd	Canon City	CO	81212
Loaf n' Jug	750055	448 Highway 50 East	Salida	CO	81201
Loaf n' Jug	750056	137 Manitou Ave	Manitou Springs	CO	80829
Loaf n' Jug	750057	1107 S Main St	Lamar	CO	81052
Loaf n' Jug	750058	300 N Main St	Lamar	CO	81052
Loaf n' Jug	750059	415 Ambassador Thompson Blvd	Las Animas	CO	81054
Loaf n' Jug	750064	707 Main St PO	Limon	CO	80828
Loaf n' Jug	750065	2119 E 4Th St	Pueblo	CO	81001
Loaf n' Jug	750066	317 E High St	Flagler	CO	80815
Loaf n' Jug	750067	1525 W 4Th St	Pueblo	CO	81004
Loaf n' Jug	750068	109 West 4Th Street	Hugo	CO	80821
Loaf n' Jug	750070	4001 Jerry Murphy Rd	Pueblo	CO	81001
Loaf n' Jug	750071	1201 W 17Th St	Pueblo	CO	81003
Loaf n' Jug	750073	2202 W 18Th St	Pueblo	CO	81003
Loaf n' Jug	750074	31918 Hwy 96 East	Pueblo	CO	81006
Loaf n' Jug	750075	1700 Santa Fe Dr	Pueblo	CO	81006
Loaf n' Jug	750076	506 E Main St	Florence	CO	81226
Loaf n' Jug	750078	2120 Oakshire Ln	Pueblo	CO	81001
Loaf n' Jug	750079	420 Eagleridge Blvd	Pueblo	CO	81008
Loaf n' Jug	750080	102 S Santa Fe Ave	Fountain	CO	80817
Loaf n' Jug	750081	102 N Rubey Dr	Golden	CO	80403
Loaf n' Jug	750082	14 W Spaulding Ave	Pueblo West	CO	81007
Loaf n' Jug	750083	700 Warner Dr	Golden	CO	80401
Loaf n' Jug	750084	1104 Pueblo Boulevard Way	Pueblo	CO	81005
Loaf n' Jug	750085	136 S Purcell Blvd	Pueblo West	CO	81007
Loaf n' Jug	750086	2810 Troy Ave	Pueblo	CO	81001
Loaf n' Jug	750087	4125 W Northern Ave	Pueblo	CO	81005
Loaf n' Jug	750091	5375 Airport Rd	Colorado Springs	CO	80916
Loaf n' Jug	750092	1019 Space Center Dr	Colorado Springs	CO	80915
Loaf n' Jug	750093	905 W Us Highway 50	Pueblo	CO	81008

Store Name & Number		Store Address	City	State	Zip Code
Loaf n' Jug	750094	16355 W 64Th Ave	Arvada	CO	80007
Loaf n' Jug	750095	200 Lashley St	Longmont	CO	80501
Loaf n' Jug	750097	173 Bulldogger Ln	Bailey	CO	80421
Loaf n' Jug	750098	5825 N Academy Blvd	Colorado Springs	CO	80918
Loaf n' Jug	750099	4095 Arrowswest Dr	Colorado Springs	CO	80907
Loaf n' Jug	750202	1818 N Norwood Ave	Pueblo	CO	81001
Loaf n' Jug	750203	2419 N Elizabeth St	Pueblo	CO	81003
Loaf n' Jug	750801	1499 S Colorado Blvd	Denver	CO	80222
Loaf n' Jug	750803	490 W Hampden Ave	Englewood	CO	80110
Loaf n' Jug	750807	710 Copper Center Parkway	Colorado Springs	CO	80921
Loaf n' Jug	750808	161 North Gate Blvd.	Colorado Springs	CO	80921
Loaf n' Jug	750810	318 North College Avenue	Fort Collins	CO	80524
Loaf n' Jug	750812	1601 South College Avenue	Fort Collins	CO	80526
Loaf n' Jug	750813	7600 Westgate Drive	Fort Collins	CO	80528
Loaf n' Jug	750816	3531 South Shields	Fort Collins	CO	80526
Loaf n' Jug	750817	7602 S. College Avenue	Fort Collins	CO	80528
Loaf n' Jug	750818	263 Eastman Park Drive	Windsor	CO	80550
Loaf n' Jug	750819	3512 Lochwood Drive	Fort Collins	CO	80524
Loaf n' Jug	750821	92 W. Highway 14	Bellvue	CO	80512
Loaf n' Jug	750822	4727 S. Timberline Road	Fort Collins	CO	80528
Loaf n' Jug	750823	6140 E. Crossroads Blvd	Loveland	CO	80538
Loaf n' Jug	750824	601 Greenfields Court	Fort Collins	CO	80524
Loaf n' Jug	750825	3733 E. Mulberry	Fort Collins	CO	80524
Loaf n' Jug	750826	200 W. Horsetooth Road	Fort Collins	CO	80525
Loaf n' Jug	750827	429 S. Mason	Fort Collins	CO	80524
Loaf n' Jug	750828	561 Big Thompson	Estes Park	CO	80517
Loaf n' Jug	750846	8211 6th St	Wellington	CO	80549
Loaf n' Jug	750848	1201 Main St	Windsor	CO	80550
Loaf n' Jug	750850	1001 39Th Ave	Greeley	CO	80634
Loaf n' Jug	750852	3200 23Rd Ave	Evans	CO	80620
Loaf n' Jug	750858	1801 N College Ave	Fort Collins	CO	80524
Loaf n' Jug	750867	783 W. Highway 64	Rangely	CO	81648
Loaf n' Jug	750868	101 W Brontosaurus Blvd	Dinosaur	CO	81610
Loaf n' Jug	750869	2441 W Victory Way	Craig	CO	81625

Payment Receipt Confirmation

Your payment was successfully processed.

Receipt Contact Information

Contact Name	Liquor Enforcement Division	Contact Url	https://sbg.colorado.gov/contact-the-liquor-and-tobacco-enforcement-division
Contact Email	dor_liqlicensing@state.co.us	Contact Address	1707 Cole Blvd., Suite 300 Lakewood, CO 80401
Contact Phone	303-205-2300		

Transaction Summary

Description	Receipt Confirmation	
		Amount
DOR Liquor Enforcement Division Payment		\$346.25
Service Fee		\$8.56
TOTAL		\$354.81

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price of items purchased through this service includes revenue used to develop, maintain, and enhance the state's official web portal, Colorado.gov.

Customer Information

Customer Name	Jason C Mello	Receipt Date	11/14/2024
Company Name	EG (Retail) America, LLC	Receipt Time	11:24:21 AM MST
Local Reference ID	c5a2bcb1-b1e4-424e-88e2-d861ad0b7454		

Payment Information

Payment Type	Credit Card	Credit Card Number	*****7792
Credit Card Type	MAST	Order ID	239269784
		Name on Credit Card	Jason Mello

Billing Information

Billing Address	165 Flanders Road	Phone Number	5082703158
Billing City, State	Westborough, MA	This receipt has been emailed to the address below.	
Billing Zip/Postal Code	01581	Email Address	CO-RETAIL-LICENSING@EG-AMERICA.COM
Country	US		



CITY OF ROCKY FORD

MARIJUANA LICENSE APPLICATION

CITY CLERK'S OFFICE * 203 S. MAIN STREET, ROCKY FORD, CO 81067

Date Application Received by Clerk: 10/22/2024 *by receipt 11/26/2024 actual*

Application Fee Paid: ✓ 10/22/2024

License Fee Paid: ✓ 1,250.00 paid Khirnik

Received By: → Khirnik on 11/26/24
10/22/2024 By receipt.

TYPE OF LICENSE: (Please choose ONE)

- MEDICAL: Medical Marijuana Center
 Optional Premises Cultivations License
 Medical Marijuana Infused Products Manufacturers' license

RETAIL: Only medical marijuana centers licensed in Rocky Ford, as of, June 15, 2017, or application materials were submitted to the City of Rocky Ford before June 15, 2017, qualify for a retail marijuana store license.

- Retail Marijuana Store
 Retail Marijuana Cultivation
 Retail Marijuana Products Manufacturer
 License Renewal

OTHER:

- Modification of Premises
 Transfer License Ownership
 Transfer of License Location
 Other (please specify) _____

BUSINESS PREMISES INFORMATION

Legal Business Name:

Rocky's Best LLC

Trade Name of Business (dba):

The Station

FEIN: 84-2019672

State/City Sales Tax # 38217252

Physical Address of Business:

1701 Elm Ave Rocky Ford, CO 81067

Mailing Address of Business: 1701 Elm Ave Rocky Ford CO 81067

Business Telephone Number: 303-261-2677

Business Email: booksplus66@gmail.com

Property Owner Name: Jack Redde

Property Owner Address and Phone Number: 1701 Elm Ave. RF CO 81067

Property Owner Phone Number: 780-810-4461

Building Owner Name: Jack Redde

Building Owner Address: 1701 Elm Ave Rocky Ford, CO 81067

Building Owner Phone Number: 780-810-4461

If the applicant is not the owner of the land or building where the marijuana establishment is to be located, the applicant shall submit a lease and a notarized "Property Owner Consent Form" granting consent from the property and/or building owner for the City to initiate the review process.


MARIJUANA APP FEE

	AMOUNT
AD007980	
FMSD MARIJUANA APP FEE	1,250.00
RETAIL MARIJUANA STORE RENEWAL	
ROCKY'S BEST LLC	
DBA THE STATION	
STATE/CITY SALES TAX #38217252	

PAYMENT RECEIVED	AMOUNT
CHECK: 1304	1,250.00
TOTAL	1,250.00

*City Clerk didn't receive
the application from cashiering.
Rocky Best asked of status and sent
a cancelled check at request
of City Clerk. City will accept
the filing of the application the
date that the City issued the
Receipt.*

ROCKY'S BEST LLC
1701 ELM ST
ROCKY FORD, CO 81067-1831
719-383-2000

 **The Colorado Bank**
A First Company
La Junta, CO
Pueblo, CO
82-6711021

1304

PAY
TO THE
ORDER OF

10/21/2024

City of Rocky Ford

\$
**1,250.00 DOLLARS

One thousand two hundred fifty and 00/100.....

City of Rocky Ford
203 S Main
Rocky Ford, CO 81067

Brenda L. Pease
ATTESTED SIGNATURE

MEMO

⑆001304⑆ ⑆102100675⑆ 064 48 3⑆

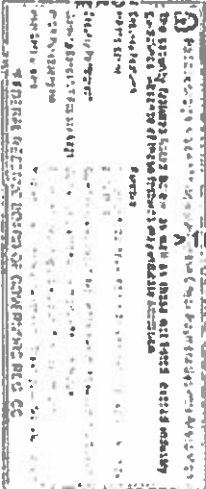
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FOR DEPOSIT ONLY
City of Rocky Ford
80000377

APR 21 2024
City of Rocky Ford
80000377

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FEDERAL BUREAU OF INVESTIGATION
DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535
LABORATORY

MEMORANDUM

TO: Rocky Ford City Council

FROM: Duane Gurule], Mayor of Rocky Ford

DATE: November 26, 2024

SUBJECT: Proposal for the City Council Community Engagement Fund

Introduction

This memorandum proposes the establishment of the City Council Community Engagement Fund, a new initiative designed to enhance the City Council's ability to directly engage with and support the residents of Rocky Ford. This program aligns with our city's mission to foster a vibrant and inclusive community while addressing localized needs efficiently.

Overview of the Proposed Program

The Community Engagement Fund will allocate annual funding from the City's Community Development Fund (110-393-28-###) as follows:

- \$1,000 per year for each City Council member.
- \$1,500 per year for the Mayor.

These funds will be used at the discretion of the Council members and Mayor for community engagement and support activities, including but not limited to:

- Supporting or sponsoring community events and activities.
- Hosting contests or recognition programs to encourage public involvement.
- Providing sponsorships for individuals, groups, or initiatives that benefit the community.
- Offering mini-grants to support local projects or organizations.

Administrative Process

To ensure transparency and accountability, the following process is proposed:

1. All expenses must be approved by the City Council. Submissions must include an invoice or a letter with detailed payee information.
2. Approved expenses will be processed by Accounts Payable, with a minimum processing time of 10 business days.
3. Each Council member and the Mayor will submit an annual report detailing fund usage, including beneficiaries and community impact.

Benefits to the Community

The Community Engagement Fund will:

- Enable Council members to respond directly to the needs and concerns of their constituents.
- Foster stronger relationships between the City Council and the public.
- Promote civic engagement and support initiatives that improve the quality of life for Rocky Ford residents.
- Provide targeted assistance to residents and organizations, addressing financial hardships and supporting community-driven projects.

Financial Impact

The program requires an annual allocation of \$7,500 from the Community Development Fund, which is a manageable investment for the city given its potential impact on community well-being and engagement. Unused funds will revert to the Community Development Fund at the end of the fiscal year to ensure fiscal responsibility.

Recommendation

I recommend the City Council approve the establishment of the City Council Community Engagement Fund and adopt the accompanying policy to guide its implementation.

Next Steps

If approved, the program can be launched at the beginning of the next fiscal year. The City Clerk's office and Finance Department will collaborate to finalize administrative procedures and provide training to Council members on the fund's usage and reporting requirements.

Thank you for considering this initiative to further our commitment to serving the residents of Rocky Ford. I am available to answer any questions or provide additional details as needed.

Attachments:

- Proposed Policy for the City Council Community Engagement Fund

City Council Community Engagement Fund Policy

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.
 - The Mayor will receive \$1,500 annually.
 - The total allocation for this program will be sourced from the City's Community Development Fund (110-393-28-###).
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, and proposed for approval by Council.
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. Expense Policy
 - a. Purchasing will be in accordance with the the City of Rocky Ford's Purchasing Policy
2. 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 Council for approval.
 - The submission must clearly outline the purpose and alignment of the expense with the policy guidelines.
3. Approval and Payment:
 - Upon review and approval by the City Council the request will be submitted to the Finance Director, and a check will be processed by Accounts Payable.
 - Processing time for payments is a minimum of 10 business days from the date of submission.
4. 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 approved.

V. Reporting and Accountability

1. Annual Reporting:
 - Each Council member and the Mayor must submit a written report by January 15th 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 Community Development Fund.
 - Funds may not be carried over to subsequent fiscal years.

VI. Administration and Oversight

1. The City Council and 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.



To: Mayor Gurulé and City Council Member

From: Stacey Milenski

Date: December 10, 2024

City Manager's Report

- **501 N Main (El Capitan) Update:** Pre-trial hearing moved to Jan 22
- **400 S Main Update:** No new update
- **Liberty School:** Property was auctioned in a tax lien sale in 2021. This information is on the Fire Report C24114 per Chief Gonzales
- **1149 Railroad Update:** No update
- **701 Sycamore Update:** No update
- **State of Colorado Governors Office Federal Funds & Strategic Initiative-Thriving Communities:** Grant Writing and Technical Assistance Grant
 - The application was approved to proceed with the full application
 - Concentrating on the Brewer Construction Site & Liberty School sites for assessment and planning
 - Certified letters and a Consent To Access Property have been sent to both owners
 - Gain access to will allow for an assessment of asbestos and other harmful contaminants
- **Sent a letter to the tenant at 1101 Lincoln regarding a rent increase with a lease agreement to follow**
- **Street Sign Audit:** Update/Colorado Barricade-see attached
- **Precision Concrete:** Nicole made some recommendations
 - I will contact Wayne for an updated quote
- **City Council Community Engagement Fund:** Calls from community members-suggestions
 - Suggest each member sign a Conflict of Interest Statement
 - Build trust with the community
 - Commitment to transparency
 - Accountability
 - Avoid personal interest/biased decision-making
- **Recognizing Years of Service/Christmas Bonuses**
 - More info on Tuesday
 - Looking at an all-staff event to honor employees
- **Cloud Permit:**
 - 1st training on 12/6
 - 3 blocks of training before going live
- **Rocky Ford Public Library:** Jingle and Mingle Event, Thursday, Dec. 19th, 5:30-7:00 pm
 - Santa will be present
 - Cooking decorating
 - Card decorating
 - Letters to Santa
- **Rocky Ford Public Works:** Santa will be at City Hall, on Friday, Dec. 20th, 5-7 pm

Rocky Ford Parks and Recreation: K-2 Basketball will kick off on Saturday, Dec. 14

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.
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- (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.

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Job Site

 CITY OF ROCKY FORD
 203 S MAIN STREET
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 C#: 719-254-7414 J#: 719-254-7414

Customer

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 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
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

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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.





**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



2025-2026 City Council Guiding Principles

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 December 10, 2024**

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 emergency, 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 and limit comments to no more than three (3) minutes for an individual.
2. Depending on the business at hand, the scheduled public comment portion of the agenda will be held to an overall time limit of 30 minutes. Speakers may only speak once and may not cede time to other commenters. When that time expires, the speaker may be permitted to complete a sentence but should make no further remarks.
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 December 10, 2024

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.

DRAFT

REQUEST FOR PROPOSALS

For

CITY ATTORNEY

Proposals Due:

January 27, 2025, at 5:00 PM MDT



RETURN TO:

CITY CLERK
RKORINEK@ROCKYFORD-CO.GOV
203 S. MAIN STREET

ROCKY FORD, COLORADO 81067
(719) 254-7414

Request for Proposal for City Attorney

Introduction and Instructions

The City of Rocky Ford is requesting proposals from qualified individuals or organizations (hereinafter referred to as “Firm”) for City Attorney legal services, as defined under the Scope of Services section contained herein.

Proposals must be received c/o City Clerk, no later than 5:00 p.m. MST on January 27, 2025.

- If proposal is to be delivered via **USPS** or private courier, such as **FedEx, UPS, etc.** it must be submitted in a sealed envelope marked **“Request for Proposal/City Attorney”** sent to: **203 S. Main Street, Rocky Ford, CO 81067.**
- If proposal is to be emailed, it is to be sent to: rkorinek@rockyford-co.gov with the subject line: “Request for Proposal/City Attorney”

Proposals received after the published date and time will not be considered. It is the sole responsibility of the Firm to ensure that their proposal is received on time. The City is not responsible for delays, which may occur by the United States Postal Service, or any other means of delivery used by the Firm.

If a Firm finds a discrepancy or omission from the Request for Proposal (“RFP”), or should require additional clarification of any part thereof, a written request for interpretation may be submitted. Any interpretation of, or change made to the RFP will be made by written addendum to each Firm, and shall become part of the request for any contract awarded.

Each Firm, by submission of its signed proposal, agrees to be bound by each and every term and condition contained in this RFP.

A copy of this Request for Proposal may be downloaded at cityofrockyfordco.gov. Questions regarding this proposal should be sent to the below by no later than 5:00 p.m. January 24, 2025:

Duane Gurule,
Mayor City of Rocky
Ford 203 S. Main
Street Rocky Ford,
CO 81067

duane4rockyford@gmail.com

Community Background

The City of Rocky Ford, Otero County, Colorado, is a Title 31 statutory City, and was incorporated in 1887. The City has a population of approximately 3,871 residents (2020 Census) and consists of approximately 1,800 households. The City is situated south of the Arkansas River on Highway 50.

The City provides a full range of public services, including a Police Department, Municipal Utilities (water, wastewater, and trash), Infrastructure (drainage, streets, public buildings, and sidewalks), and Recreational programs (parks and recreation activities).

The community is zoned for and developed with different zones for commercial, residential, industrial, and developing resources.

Listed below are amenities located within City limits:

- Parks: Library Park, Railroad Park, Babcock Park, Play Park Hill, Crystal Lake Park, Arkansas Valley Fairgrounds, Rocky Ford Golf Course
- Rocky Ford Public Library
- Rocky Ford Museum
- City Hall, which includes City administration, police, public works, parks, and municipal court;
- Schools: Rocky Ford Public PK – 12

The City of Rocky Ford has a Council/Manager form of government with a contract City Manager. There are six (6) City Council representatives, and each representative is elected to the Council for staggered four (4) or two (2) year terms. The Mayor is elected for a two (2) year term. Every two (2) years, the Mayor (possibly) and three (3) Council representatives are up for election.

The City employs Department Directors and a staff of approximately 51 full-time employees, 6 part-time and 10 seasonal hourly employees.

The City has the following departments: Water, Sewer, Garbage, Fire, Police, Parks & Recreation, City Clerk, Court, Finance, Utility Billing, and Library & Museum. Several departments have administrative support personnel who perform varying degrees of responsibilities within the division.

Scope of Services

CRS 31-4-208 provides for the appointment of a City Attorney. "The city council shall appoint a city attorney, who, upon taking office, shall be an attorney-at-law licensed to practice in the state of Colorado. The City Attorney shall serve at the pleasure of the city council"

City Attorney-Functions and Duties:

1. The Attorney shall act as legal advisor to, and be attorney and counsel for, the City Council and the Mayor. They shall advise any officer or department head of the City in matters relating to their official duties when so requested and shall file with the Clerk a copy of all written opinions given by them.
2. The Attorney shall prepare or review all ordinances, contracts, bonds, and other written instruments, which are submitted to him by the Board or by the mayor and shall promptly give their opinion as to the legal consequences thereof.
3. The Attorney shall prosecute ordinance violations and they shall conduct for the City such cases in court and before other legally constituted tribunals. They shall file with the Clerk copies of such records and files relating thereto as the Board may direct.
4. The Attorney shall call to the attention of the Board all matters of law, and changes or developments therein, affecting the City.
5. The Attorney shall act as parliamentarian for the City Council and inform accordingly.
6. The Attorney shall perform such other duties as may be prescribed for them by the City Council, including municipal court prosecution.

The City Attorney is usually requested to attend all or selected portions of two (2) City Council meetings a month and may be requested to attend Planning & Zoning Commission, monthly staff meetings with the Department Heads, and other meetings, as necessary. Meetings may be attended in-person or remotely. The City Council meets the second and fourth Thursday of every month with meetings beginning at 7:00 and has full capability for interactive remote attendance by the City Attorney via Zoom software.

Proposal Requirements

The following items should be addressed as part of the proposal:

1. Describe your and/or your firm's experience with municipal law generally and specifically speak to your experience regarding municipal elections, municipal land use regulations, real property matters, zoning law, constitutional issues (state and federal) affecting municipalities, municipal finance, complex litigation, appellate practice, and any other areas you believe are relevant to the City's decision.
2. Provide a list of other municipal clients with whom you and/or your firm have worked in the past five years.
3. Describe any knowledge or experience that makes you and/or your firm particularly qualified for the position.
4. The City is soliciting talent and expertise first and foremost. While cost to the City is important, the selection will not be based solely on cost. Please detail and explain your and/or your firm's required fees to perform the requested services.
5. Provide your Martindale-Hubbell rating (if available) and a biography.
6. Please provide a list of all attorneys in the firm who might provide services under this proposal and list any disciplinary proceedings against them.
7. Please disclose any potential conflicts of interest.
8. Please provide a minimum of three client references.

9. If you propose to bill for services at an hourly rate or a monthly fee, provide the current hourly/monthly rate for each lawyer and for each employee of your firm who may work on City matters. State specifically whether you will work on a fixed fee basis and, if so, how you propose that such a fee be determined. State specifically that if you are the successful candidate and if your fee will be based on hourly rates that you will not increase for City matters before January 1, 2026.
10. Please provide the name of your professional liability insurance carrier and the limits of your professional liability insurance.
11. Describe the support services you would receive from your firm if selected.

General Terms and Conditions

1. The City reserves the right to undertake its own investigation to evaluate a candidate. The City shall have the sole discretion to accept or reject a proposal.
2. All proposals become the property of the City upon receipt and will not be returned to the candidate. Selection or rejection of the proposal will not affect this right.
3. The City operates under public disclosure laws, as part of normal procedures. Proprietary information must be identified and will be protected as far as possible.
4. Cost of developing the proposal, attendance at the remotely held oral interview or any other such costs are entirely the responsibility of the candidate and shall not be reimbursed in any manner by the City.
5. Failure to conform to proposal rules, including failure to respond to each item in the Proposal section of this RFP or to follow the proposal format requested in the RFP may lead to the rejection of a proposal. The submittals should contain all information necessary to evaluate the proposals.
6. The successful candidate shall not at any time permit any individual employed by the City to benefit because of a financial interest in the candidate's firm, any affiliate of the successful candidate, or any subcontractor.
7. The final selection will be based on the written proposal, oral and written responses of client references and on the interview with the candidate.

The City will not be bound or responsible for any explanations or interpretations other than those given in writing as set forth in this Request for Proposals (RFP). No oral interpretations will be made by the City to any firm as to the requirements of this RFP.

It is anticipated that the selection of a firm will be completed at a **Regular Meeting of the City Council on January 28, 2025**.

All materials submitted in connection with the proposal document become the property of the City. All information received by the City shall become public record and shall be open to public inspection should an award of contract result from this solicitation.

KEY DATES

A tentative schedule of key dates for the project has been established as follows:

1. Proposal Calendar

- Publication of RFP December 13, 2024
- Due date for proposals January 27, 2025
- Decision on RFP January 28, 2025
- Appointment of City Attorney at Regular City Council Meeting on February 11, 2025

The accuracy of the proposal is the sole responsibility of the Consultant. No changes in the proposal shall be allowed after the submission deadline, except when the Proposer can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended. Alternate proposals will not be considered.

The City reserves the right to accept or reject any and all proposals and to waive any informalities or irregularities in said proposals. The Request for Proposal does not bind the City to accept a proposal when, in the City's sole discretion, the City determines not to do so. Additionally, the City reserves the right to modify the schedule as necessary and will notify those participating in the RFP of the change in writing. The City of Rocky Ford is an equal opportunity employer.

TERMINATION OF CONTRACT

The City may, by written notice to the successful Consultant, terminate the contract if the Consultant has been found to have failed to perform in a manner satisfactory to the City's specifications, including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

The City may cancel the contract upon thirty (30) days' written notice for reasons other than cause. This may include the City's inability to continue with the contract due to non-appropriation or reduction of funding.

Not a Contract

This RFP is not a contract and creates no legal rights for persons or entities submitting proposals.