

DR 8439 (06/28/05)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

SPECIAL EVENTS FEE
 ADO07710 AMOUNT 100.00
 FMSD SPECIAL EVENTS FEE
 ROCKY FORD CHAMBER OF COMMERCE
 105 N MAIN ST
 10/26/24
 6PM-12AM
 PAYMENT RECEIVED AMOUNT
 CHECK: 4352 100.00
 TOTAL 100.00

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

SOCIAL ATHLETIC PHILANTHROPIC INSTITUTION
 FRATERNAL CHARTERED BRANCH, LODGE OR CHAPTER POLITICAL CANDIDATE
 PATRIOTIC OF A NATIONAL ORGANIZATION OR SOCIETY MUNICIPALITY OWNING ARTS FACILITIES
 POLITICAL RELIGIOUS INSTITUTION

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THESE SPACES

LIQUOR

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
 Rocky Ford Chamber of Commerce

State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
 105 N. Main St.
 Rocky Ford, CO 81067

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
 105 N. Main St. (Gobin Building)
 Rocky Ford, CO 81067

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
------	---------------	---	--------------

4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Susan Bumstead	01/25/52	609 Spruce Rocky Ford, CO 81067	719 469 2544
--	----------	---------------------------------	--------------

5. EVENT MANAGER Susan Bumstead	01/25/52	609 Spruce Rocky Ford, CO 81067	719 469 2544
------------------------------------	----------	---------------------------------	--------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? 1

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM?

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
10/26/24		6pm	12 a.m.												

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 Susan Bumstead	TITLE RFCC President	DATE 10/10/24
-----------------------------	-------------------------	------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR 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 provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) CITY COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE	TITLE	DATE
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
			posted @ Chamber 10/10/24 @ 2pm posted @ City Hall 10/11/24 @ 11:35am
		-750 (999)	\$



*Posted @
City Hall
10/10/24 @
11:35am
Khorin*

CITY OF ROCKY FORD

PUBLIC NOTICE

PURSUANT TO THE LIQUOR LAWS OF THE STATE OF COLORADO

ROCKY FORD CHAMBER OF COMMERCE

Doing business as Chamber of Commerce

WHOSE OFFICERS AND/OR MANAGER ARE:

EVENT MANAGER & PRESIDENT: SUSAN BUMSTEAD

Has requested the Rocky Ford Liquor Licensing Authority of the City of Rocky Ford, Colorado, to grant (1) Special Event Permit

To sell Beer, Wine & Spirituous Liquor for consumption

ON the premises of: GOBIN BUILDING, 105 North Main Street,

Rocky Ford on Saturday, October 26, 2024 from 6:00 p.m. to Midnight

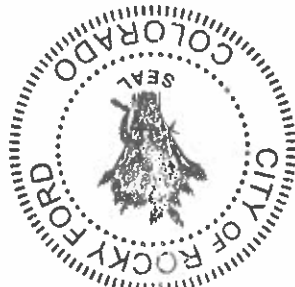
A Public Hearing on this application will be held before the Rocky Ford Local Liquor Licensing Authority of the City of Rocky Ford, Colorado, at 7:00 p.m.

On TUESDAY, OCTOBER 22, 2024 at the City Hall Council

Chambers, 203 South Main Street, Rocky Ford, CO. At said time and place, any person(s) interested may appear to be heard either for or against the granting of said special event permit.

Date of Application: October 10, 2024

Date of Event: SATURDAY, OCTOBER 26, 2024 from 6:00 p.m. to Midnight



Rebecca Horned

City Clerk



A Proclamation

**Red Ribbon Week Proclamation
October 23rd – October 31st**



WHEREAS, alcohol and other drug abuse in our nation has reached epidemic stages; and

WHEREAS, it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, the National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

WHEREAS, the National Red Ribbon Campaign will be celebrated in communities in America during Red Ribbon Week, October 23rd-31st; and

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign;

WHEREAS, the City of Rocky Ford recognizes the efforts of the Rocky Ford School District in bringing drug awareness to our students;

WHEREAS, the City of Rocky Ford is committed to the success of the Red Ribbon Campaign;

NOW THEREFORE, I, Duane Gurulé, Mayor, and the City Council of the City of Rocky Ford, Colorado, do hereby proclaim October 23 - 31, 2024, as **RED RIBBON WEEK** and encourage citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, joining the Rocky Ford School District and the rest of the state and nation making a visible statement that we are strongly committed to a drug-free America.

Signed this 22nd Day of October 2024.

Duane Gurulé, Mayor

ATTEST:

Rebecca Kornek, City Clerk

**INTERGOVERNMENTAL AGREEMENT
DISPATCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT, made and executed this 14th day of October, 2024, by and between the CITY OF ROCKY FORD, a Colorado municipal corporation, hereinafter referred to as "City," on behalf of the Rocky Ford Emergency Communications Center, hereinafter referred to as "RFECC", and the County of Otero, a Colorado political subdivision, hereinafter referred to as "County" on behalf of the Otero County Sheriff's Office, hereinafter referred to as "OCSO."

WITNESSETH:

WHEREAS, the City is a political subdivision of the State of Colorado incorporated as a statutory city pursuant to Title 31, Colorado Revised Statutes; and its boundaries are located wholly within the County of Otero, State of Colorado; and

WHEREAS, the County is a political subdivision of the State of Colorado incorporated as a County pursuant to Title 30, Colorado Revised Statutes; and

WHEREAS, the Colorado Constitution, Article 14, Section 18, and the Colorado Revised Statutes 29-1-201 (2016), et. Seq., authorizes political subdivisions to enter into intergovernmental agreements for the mutual benefit of both parties; and

WHEREAS, the County desires to enter into this agreement with the City requesting and requiring the RFECC, to provide dispatch services to the OCSO, and the City is willing and able to provide said dispatch services to the County upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, and for such other and further considerations, the receipt and sufficiency of which is hereby acknowledged, the City and County mutually covenant and agree as follows:

1. The City, through the RFECC, will provide all necessary dispatch services for the OCSO according to the terms of the agreement as follows:
 - a. All customary and ordinary dispatch services for the OCSO in the following positions:
 - i. Road Deputies
 - ii. Transport Deputies
 - iii. Court House Security Deputies
 - b. The dispatch services shall be available on a 24-hour a day basis, seven days a week.
 - c. The RFECC shall set up EFORCE for the OCSO Road Deputies.

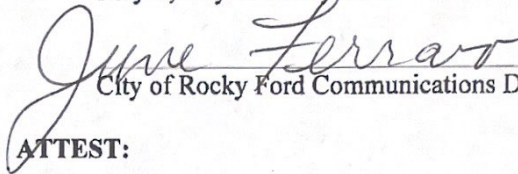
- d. The County shall pay for the EFORCE set up.
 - e. The RFECC shall re-program radio console with radio patching for the OCSO Road Deputies.
 - f. The RFECC shall disseminate CCIC/NCIC information to the OCSO Road Deputies.
 - g. The RFECC shall provide 911 call services.
 - h. The OCSO shall assist the RFECC in moving Call Works to the Communications Center.
 - i. The OCSO shall assist the RFECC in forwarding admin lines to the communications center.
2. The City shall, at all times, reasonably cooperate with the County, its Board of Commissioners, agents and employees so as to facilitate the performance of this agreement.
 3. The County agrees to provide the City with the following services, equipment, and consideration:
 - a. The County will furnish at its own expense all necessary dispatch and/or radio equipment in each OCSO Road Deputy vehicle necessary for the proper installation, operation, and maintenance equipment and/or system.
 - b. All costs and expenses associated with said consultation and/or equipment shall be borne completely by the County.
 4. The County shall pay the City a sum of \$110,000 for each one year of service, to commence each January 1st of each year. The one-year service fee can be made in four equal quarterly payments, invoiced on January 1, April 1, July 1 and October 1 of each year. Invoices shall be paid within 30 days to avoid disruption of service.
 5. The initial service fee shall be pro rata according to the start date of the dispatch services.
 6. Dispatch personnel to be furnished under the terms of this agreement shall at all times be considered City employees. The City shall pay all salaries and shall be responsible for all deductions with respect to such salaries. No employee of the City's Department shall be entitled to any County employment benefits whatsoever, including Worker's Compensation insurance and the like.

7. The City and its employees and agents stand as independent contractors with respect to the County under this agreement. No officer, employee, or agent of the County shall be deemed an officer, employee or agent of the City and no officer, employee, or agent of the City shall be deemed an officer, employee, or agent of the County. The City is to have the entire charge, control, and supervision of all services performed under this agreement.
8. Any grievance on behalf of the County shall be submitted in writing to the Communications Director of the City within five days of the event. Any grievances on behalf of the City will be submitted to the Otero County Administrator in writing within five days of the event.
9. The County shall not be liable for compensation or indemnity to any City employee for injuries or sickness arising out of the employment of the City or its officers or employees, and the City shall, to the extent it may legally do so, after insurance benefits and coverage have been provided, defend and hold harmless the County against such claims and provide any required Worker's Compensation Insurance and unemployment insurance coverage for City employees.
10. The City, its elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of said County, or any officer, agent, or employee thereof.
11. The County shall, to the extent may legally do so, after any insurance benefits and coverage have been provided, defend and hold harmless the City, its elected officials, employees, and agents any claim resulting from the operation of the dispatch activities by the City on behalf of the County.
12. The term of this agreement shall be from January 1, 2025 to December 31, 2025. In the event the County desires to renew this agreement for an additional term or period of time, the County shall notify the City in writing at least thirty days prior to the expiration of this agreement. The parties shall at that time enter into negotiations for renewal of this agreement during the thirty days prior to termination.
13. Either party shall be entitled to terminate this agreement upon thirty days written notice, and that all sums to be paid here under shall be pro rata to the date of termination.
14. No change or modification of this agreement shall be valid unless the same is in writing and signed by the parties here to.
15. This agreement shall be construed and enforced in accordance with Colorado Revised Statute 29-1-203.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED AND APPROVED this 16th day of October, 2024.

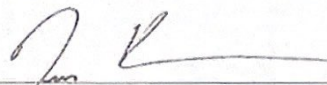
Mayor, City of Rocky Ford


City of Rocky Ford Communications Director


ATTEST:

City of Rocky Ford Town Clerk

EXECUTED AND APPROVED this 14th day of October, 2024.



Chairman Pro Tem, Otero County Commissioners



Otero County Sheriff

ATTEST:

Otero County Clerk

ARTICLE 2 Water Regulations

Division 2 Water Rates and Charges

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13-2-350. Service line.

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

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

Sec. 13-2-360. Penalties.

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

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

Sec. 13-2-370. Abandonment.

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

ARTICLE 3 Sewer Regulations

Division 2 Sewer Rates and Charges

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

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

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

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

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

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

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

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

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

Sec. 13-3-140. Reconnection unlawful.

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

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

Sec. 13-3-145. Abandonment.

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

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

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

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

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

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

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

Sec. 13-3-170. Penalties.

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

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