



**City of Rocky Ford, Colorado
Proclamation**

Establishing Public Works Employee Appreciation Day

WHEREAS, the City of Rocky Ford recognizes the Department of Public Works for their dedication and commitment to maintaining and improving the infrastructure and services that are vital to the well-being of our community; and

WHEREAS, the Department of Public Works encompasses multiple divisions that work tirelessly to ensure the safety, health, and comfort of our residents through essential services such as water and sewer management, street maintenance, sanitation, and public facilities upkeep; and

WHEREAS, the employees of the Department of Public Works consistently demonstrate professionalism, expertise, and a strong work ethic, often performing their duties under challenging conditions to ensure the smooth operation of our city's infrastructure; and

WHEREAS, the Department of Public Works has completed numerous projects that have enhanced the quality of life in Rocky Ford, including infrastructure upgrades, beautification initiatives, and sustainable practices that benefit the entire community; and

WHEREAS, the collaboration and coordination among the various divisions within the Department of Public Works exemplify the spirit of teamwork and public service; and

WHEREAS, the City Council of Rocky Ford acknowledges the invaluable contributions of the Department of Public Works and wishes to formally recognize their efforts and impact on our city; and

WHEREAS, the City Council believes in the importance of celebrating and honoring the achievements of these dedicated employees and encouraging community-wide appreciation for their service.

NOW, THEREFORE, the City Council of Rocky Ford, Colorado, does hereby proclaim October 14th of each year as "**Public Works Employee Appreciation Day**", and encourages all residents to take part in recognizing and celebrating the tireless efforts of the Department of Public Works employees who enhance the safety, functionality, and beauty of our community.

IN WITNESS WHEREOF, the City Council of Rocky Ford has hereunto set its hand and caused this proclamation to be attested on this 14th day of October 2025.

Nanette Mosby, Councilmember

Thomas Mullins, Councilmember

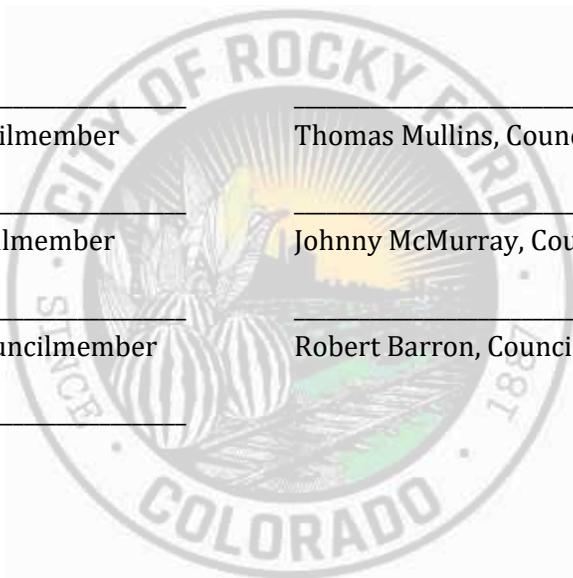
Nicole Roberts, Councilmember

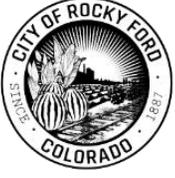
Johnny McMurray, Councilmember

Nicholas Martinez, Councilmember

Robert Barron, Councilmember

Duane Gurule, Mayor





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 L. Gurulé, Mayor, and the City Council of the City of Rocky Ford, Colorado, do hereby proclaim October 23 - 31, 2025, 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 14th Day of October 2025.

Duane L. Gurulé, Mayor

ATTEST:

Michelle Grasmick, Interim City Clerk



Ordinance Number: 990

AN ORDINANCE OF THE CITY OF ROCKY FORD AMENDING CHAPTER 8 OF THE ROCKY FORD MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE 6 CONCERNING UTILITY TERRAIN VEHICLES

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKY FORD, COLORADO:

Section 1. Chapter 8 of the Rocky Ford Municipal Code is hereby amended by the addition of new Article 6, titled “UTV Regulations” to read as follows:

Sec. 8-6-10. – Definitions.

A. Utility Terrain Vehicles (“UTV”) shall have the same meaning as off-highway vehicles in C.R.S. § 33-14.5-101, as may be amended, except the term shall not include all-terrain vehicles as that is defined in C.R.S. § 42- 6-102, as may be amended.

B. Public Road shall mean any road, street, alley, avenue, thoroughfare, public way, or other public property unless otherwise posted as prohibiting UTVs, within the City.

Sec. 8-6-20. – Permit Required.

A. A permit issued by the City is required to operate a UTV in the City. All permits shall expire annually on June 1, unless renewed. Each UTV must have a permit. Permits may only be issued by the City upon inspection by the Chief of Police, or their designee.

B. UTV Owners must provide the following:

- (1) Bill of sale, title of vehicle or proof of ownership;
- (2) Proof of current insurance; and
- (3) Valid driver's license (a valid driver's license will be required to operate an ATV/OHV on the streets and alleys of the city.)

C. City-issued permit stickers must be displayed, in a clearly visible manner, on the rear bumper of the UTV at all times.

D. Permit fees shall be paid to the City at the time of permit issuance in an amount set by resolution of the City Council.

Sec. 8-6-30. – Permitted Acts.

It shall be lawful to operate an UTV on all public roads within the City, except public roads that are a part of the state highway system, provided that:

A. The operator of the UTV has in his or her possession a valid motor vehicle driver's license or operator's license;

B. When operated on any public road in the City, off-highway vehicles shall be considered to be “motor vehicles” as defined in the Colorado Motor Vehicle Financial Responsibility Law, Article 7 of Title 42, C.R.S., and shall be required to maintain, and produce upon request by any law enforcement officer, liability insurance equal to at least the minimum amount required by law;

C. The operator and any passengers comply with all provisions of this Chapter.; and

D. The UTV is currently registered with the State Division of Parks and Wildlife.

Sec. 8-6-40. – Safety and Equipment

No UTV shall be operated on any public road within the City except in accordance with the following equipment:

A. Helmet use, as defined in C.R.S. § 42- 4-1502, as amended, is required for UTV operators and passengers, under the age of 18, unless a passenger is properly contained in a child restraint system and the UTV is designed to support a child restraint system.

B. Eye protection, in the form of goggles or eye glasses with lenses made of safety glass or plastic, is required for all UTV operators and passengers, except if a person is wearing a helmet containing eye protection made of safety glass or plastic, or the UTV has a windshield installed.

C. UTVs shall not be operated with more occupants than the number of occupants it is designed to carry.

D. Safety belts, as defined by C.R.S. § 42-4-236(1)(b), as amended, are required if safety belts are installed on the UTV.

G. A functioning speedometer.

H. A functioning muffler in compliance with the requirements of the State Division of Parks and Wildlife.

J. All other safety equipment required by state law or by rule promulgated pursuant to state law.

K. UTVs shall only be driven between the hours of sunrise and sunset unless the UTV has the following equipment:

- 1) At least one headlamp having minimum candlepower of sufficient intensity to reveal persons or objects at a distance of at least one hundred (100) feet ahead under normal atmospheric conditions. Such headlamp shall be aimed so that glaring rays are not

projected into the eyes of operators in oncoming vehicles when operated on a straight level surface.

- 2) At least one red tail lamp having a minimum candlepower of sufficient intensity to exhibit a red light plainly visible from a distance of five hundred (500) feet to the rear under normal atmospheric conditions that are actuated upon application of the foot brake.
- 3) Lamps in the front and rear for the purpose of indicating an intention to turn either to the right or left visible from not less than one hundred (100) feet ahead or from the rear under normal atmospheric conditions.
- 4) A reflective slow-moving vehicle emblem provided for by state statute, properly mounted on the rear of the UTV.

Sec. 8-6-50. - Designation of Public Roads and Crossing of Highways.

A. UTV shall be allowed to operate on all public roads within the City, except the following:

1. U.S. Highway 50 (Swink and Elm Avenues)
2. CO 71 (12th Street South of U.S. Highway 50)
3. CO 266 (12th Street North of U.S. Highway 50 and Catalpa East of 12th Street); and
4. CO 202 (2nd Street South of U.S. Highway 50 to Walnut Avenue)

B. The public roads listed above may be crossed by an operator of a UTV only if the crossing is made at a ninety-degree angle to the highway and only after coming to a complete stop, following all traffic rules, and yielding to vehicles and pedestrians which constitute an immediate hazard to such crossing.

Sec. 8-6-60. – Violations.

A. It shall be unlawful for any person to operate an UTV on any public road in violation of the regulations of Title 42, C.R.S. pertaining to the movement of traffic on roadways within the City.

B. It shall be unlawful for any person to operate an UTV on any public road traveling at a speed greater than the posted speed.

C. It shall be unlawful for any person to allow, authorize, suffer or permit an UTV owned or belonging to him or her, or that is under his or her control, to be operated by any other person in violation of this Chapter.

Sec. 8-6-70. – Penalties.

A. Any person convicted of a violation of this Chapter shall be subject to a fine not less than twenty-five dollars (\$25.00) and not to exceed five hundred dollars (\$500. 00), in addition to surcharges and other costs assessed, for each separate violation.

B. The city shall revoke the registration of any owner who is convicted of three (3) or more violations of any city or state traffic laws within one (1) year.

C. The city shall revoke the registration of any owner who is convicted of Driving Under the Influence (DUI) or Driving While Ability Impaired (DWAI) as defined by C.R.S. § 42-4-1301 while operating a UTV within the City.

D. Revocations of a UTV permit shall be for 1 year except that a 3rd or subsequent revocation would be permanent.

Sec. 8-6-80. – Limitation of Liability.

Nothing in this section shall be construed as an assumption of any duty of care by the city with respect to, or the assumption of any liability by the city for any injuries to persons or property which may result from the operation of an ATV/OHV on the streets within the city limits.

Section 2. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

PASSED on the first reading the ____ day of _____, 2025.

ADOPTED this ____ day of _____, 2025.

By: _____

Duane L. Gurulé, Mayor

Attest: _____

Stacey Milenski, Interim City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made, executed, and entered into this 14th day of October, 2025, by and between **CITY OF ROCKY FORD, COLORADO**, whose address is 203 S Main Street, Rocky Ford, Colorado 81067, hereinafter referred to as "Landlord", and **GRAND FRIENDS INC**, whose address is 816 S 5th Street, Rocky Ford, Colorado 81067, hereinafter referred to as "Tenant",

WITNESSETH:

FOR AND IN CONSIDERATION of the covenants, agreements, stipulations, terms and conditions herein contained, Landlord does hereby lease and demise unto Tenant and Tenant does hereby rent from Landlord the hereinafter-described property upon the following terms and conditions:

1. CONDITION PRECEDENT. The Tenant has applied for a rehabilitation grant from the State Historic Grant Fund for the purpose of rehabilitating the below described property in accordance with such grant application. This Lease is contingent upon the Tenant receiving approval and funding consistent with its grant application, or either party may terminate this Lease upon thirty (30) days written notice to the other party. Upon termination of the Lease, Landlord shall return to the Tenant any matching funds of the Tenant that it is holding for the benefit of Tenant in connection with the State Historic Grant Fund application.

2. LEASED PREMISES. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following-described property, hereinafter sometimes referred to as the "Property" or "Leased Premises", located at 405 S Main Street, in the City of Rocky Ford, Otero County, Colorado, to-wit:

Parcel Number: 444318230013, in the City of Rocky Ford, as shown by the recorded plat thereof.

3. ACCEPTANCE OF PREMISES. Taking possession of said premises by the Tenant shall be conclusive evidence as against the Tenant that said premises were accepted "as is".

4. TERM OF LEASE. The term of the Lease shall begin on the date that the Condition Precedent stated in Section 1 above is satisfied, which date shall be the date of official notice that funding in accordance with the application has been approved, and shall end on the 14th day of October 2032, unless and until otherwise terminated as provided in this Lease Agreement on the terms and conditions set forth herein.

Violation of the Lease Agreement entered into between City of Rocky Ford, Colorado, and Grand Friends, Inc, concerning the above-referenced property may be grounds for termination of this Lease Agreement.

5. RENT. Tenant hereby covenants and agrees to pay to Landlord during the term of this Lease the sum of \$10.00 per year as rental for the Property payable on the date the Term commences and on each anniversary date thereafter during the Term. Tenant hereby covenants and agrees to pay said rent in advance and without notice to City of Rocky Ford, Colorado, and deliver/mail the payment to: 203 S

Main Street, Rocky Ford, CO 81067, or such other place as Landlord may from time to time designate in writing.

6. SECURITY DEPOSIT. Landlord acknowledges and agrees that Tenant shall not be required to pay a security deposit.

7. USE OF THE PROPERTY. Tenant will not do, suffer, or permit anything to be done in, on, or about the property which will contravene the policies of insurance against loss by fire or other hazard, nor use or permit the demised property to be used for any purpose other than those reasonably convenient or necessary to the lawful and legitimate use thereof for business offices.

That the Tenant will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances or resolutions of the City of Rocky Ford or Otero County.

That the Tenant will not use or keep any substance of material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on said building or increase the hazard of the risk, or which may prove offensive or annoying to other tenants of the buildings.

That the Tenant will not permit any nuisance in the Leased Premises.

8. LOSS OR DAMAGE TO TENANT' PROPERTY: All personal property of any kind or description whatsoever in the Leased Premises shall be at the Tenant's sole risk, and the Landlord shall not be held liable for any damage done to or loss of such personal property, or for damage or loss suffered by the business or occupation of the Tenant arising from any act of negligence of co-tenants or other occupants of the building, or of their employees or the employees of the Landlord or of their persons, or from bursting, overflowing or leaking of water, or from heating or plumbing fixtures, or from electric wires, or from gases, or odors, or caused in any other manner whatsoever except in the case of willful neglect on the part of the Landlord.

9. INSURANCE.

- A. Landlord, in its sole discretion, shall cause the Leased Premises to be insured as it deems appropriate.
- B. Landlord is not responsible for and will not provide insurance coverage for the personal property of the Tenant located on the property, and Tenant agrees to provide insurance on its personal property located on the Leased Premises against loss resulting from fire or other casualty at Tenant's sole cost.

10. REPAIRS AND MAINTENANCE. Tenant shall make all ordinary, necessary repairs and maintenance on the property herein demised during the term of the Lease or any renewal thereof.

11. ALTERATIONS. Landlord shall have the right at any time to enter the demised premises to examine and inspect the same, or to make such repairs, additions, or alterations as it may deem necessary or proper for the safety, improvement or preservation thereof and shall at all times have the right, at its election, to make such alterations or changes to other portions of said building as it may from time to time deem necessary and desirable.

Except for alterations and repairs made in connection and consistent with the funding requirements attached to the receipt and use of the Historic Grant Funds described in Paragraph 1, the Tenant shall not make any alterations in the leased premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

Any alterations made in the building located on the leased premises by the Tenant and any equipment or fixtures built into the leased premises by the Tenant shall upon the termination of this Lease become the sole property of the Landlord.

12. SURRENDER OF POSSESSION. The Tenant agrees to deliver up and surrender to the Landlord possession of said premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as when the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and tear, or damage by the elements (occurring without the fault of the Tenant or other persons permitted by the Tenant to occupy or enter the Leased Premises or any part thereof), or by act of God or by insurrection, riot, invasion or commotion, or military or usurped power.

13. REMOVAL OF PROPERTY. Prior to the expiration of this Lease or any renewal thereof, the said Tenant shall have the right to remove such appliances, equipment, inventory, and personal property as it may have placed in, on, or about said Leased Premises, provided the said Tenant shall repair or replace such damage as may be caused by the removal thereof. Any damage created by the removal shall be remedied at Tenant's expense.

14. PREMISES VACATED DURING TERM OF LEASE. If the Tenant shall abandon or vacate said premises before the end of the term of this Lease, the Landlord may, at its option and without notice, enter said premises, remove any signs of the Tenant therefrom, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this lease, and, for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations or additions in or to said Leased Premises, as may, in the opinion of the Landlord, be necessary or desirable for the purpose of such and said Tenant shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

If the Tenant shall fail to remove all effects from said premises upon the abandonment thereof, or upon the termination of this lease for any cause whatsoever, the Landlord, at its option, may remove the same in any manner that it shall choose, and store the said effects without liability to the Tenant, for loss thereof, and the Tenant agrees to pay the Landlord on demand, any and all expenses incurred, in such removal, including Court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the Landlord's possession; or the Landlord, at its option, without notice, may sell said effects, or any of the same, at private sale and without legal process, for such prices as the Landlord may obtain, and apply the proceeds of such sales upon any of the expenses incident to the removal and sale of said effects, rendering the surplus, if any, to the Tenant.

15. **INDEMNIFICATION.** Tenant shall indemnify, defend, and hold Landlord and its officers, employees, and agents harmless from any claims or loss of any kind that may result from the actions of Tenant or its officers, employees, and agents that are in violation or breach of the terms of this Lease Agreement.

Further, Tenant shall indemnify, defend, and hold Landlord and its officers, employees, and agents harmless from any claims or loss of any kind, including attorney fees, consultant fees, and expert fees that may arise during or after the term of this Lease from or in connection with the suspected or actual presence of any hazardous material as concerns the premises unless the hazardous materials are present solely as a result of the negligence or willful misconduct of Landlord, its officers, employees, or agent in which case Landlord shall be responsible for the same.

As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government.

16. **SIGNS.** Tenant shall have the right to install and maintain at its own expense one or more signs on the exterior of the building of the Leased Premises identifying it and its operations provided that the signs comply with applicable governmental sign codes and Landlord has given approval. At the expiration of the tenancy, Tenant shall remove the sign(s) at its own expense and leave the premises in substantially the same condition as when the Lease commences.

17. **FIRE OR OTHER CATASTROPHE:** If the Leased Premises shall be so damaged by fire or other catastrophe as to render said premises wholly untenable, and if such damages shall be so great that said premises cannot be made fit for occupancy within sixty (60) days from the happening thereof, then this lease shall cease and terminate from the date of the occurrence of such damage, and that Tenant thereupon shall surrender to the Landlord said premises and all interest therein hereunder, and the Landlord may reenter and take possession of said premises and remove the Tenant therefrom. The tenant shall pay rent, duly apportioned, up to the time of such termination of this Lease.

If, however, the damage shall be such that the Leased Premises can be made tenantable within sixty (60) days from the happening of such damage by fire or other catastrophe, then the Landlord shall repair the damage so done within said sixty (60) days, and the rent shall be abated only for the period during which the Tenant shall be deprived of the use of said premises by reason of such damage and the repair thereof.

18. **ASSIGNMENT AND SUBLETTING.** Except for uses required or contemplated by the Historic Fund financing described in Section 1, the Tenant shall not have the right to assign this Lease or sublet any part or all of the Property hereby demised without the prior written approval of Landlord. An assignment or subletting, without prior written consent of the Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option terminate this Lease.

Landlord may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this Lease, express or implied, and Tenant shall thereafter look solely

to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Tenant shall attorn to Landlord's successor in interest thereunder.

19. BREACH OF LEASE. If any default be made in the payment of rent, or any part thereof, or in the performance of any of the covenants, conditions, or agreements herein contained or to be performed by Tenant, and such default shall have continued for ten days after written notice thereof shall have been given to Tenant by Landlord, and Tenant shall not have paid such rent or taken measures or steps to correct such other defaults within ten days, this Lease and relation of landlord and tenant shall at the option of Landlord, wholly cease and terminate, and Landlord may re-enter the property and remove all persons therefrom in such event.

20. LIQUIDATED DAMAGES. If at any time either party desires to break this lease, the parties agree that one-half the remaining value of the lease will be owed to the non-breaching party.

21. PAYMENTS AFTER TERMINATION. No payments of money by the Tenant to the Landlord after the termination of this Lease, in any manner, or after giving of any notice (other than a demand for the payment of money) by the Landlord to the Tenant, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Tenant prior to the payment of such money. It is agreed that after the service of notice or the commencement of a suit or after final judgment granting the Landlord possession of said premises, the Landlord may receive and collect any sums of rent due, or any other sums of money due under the terms of this Lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or any judgment.

22. HOLDING AFTER TERMINATION. It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of said premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equivalent to the last monthly payment hereinbefore provided for, payable in advance on the same day of each month as above provided, and all other terms and conditions of this Lease shall remain the same.

23. ENVIRONMENTAL COMPLIANCE. Tenant covenants and agrees to conduct its business and operations on and from the subject property in accordance with all Federal, State, and local environmental laws, regulations, executive orders, ordinances and directives.

24. OTHER PROVISIONS. It is further agreed that the following rules and regulations shall be and are hereby made a part of this Lease, and Tenant agrees that its employees and agents, or any others permitted by the Tenant to occupy or enter the said premises, will at all times abide by said rules and regulations and that a default in the performance and observation thereof shall operate the same as any other defaults herein:

- A. Water closet and other water fixtures shall not be used for any purpose other than that for which the same are intended and any damage resulting to the same from misuse on the part of the Tenant, its agents or employees, shall be paid for by the Tenant.

B. No animals shall be allowed in the building unless necessary for use by handicapped persons.

C. No additional lock or locks shall be placed by the Tenant on any door in the building unless written consent of the Landlord shall first have been obtained. A reasonable number of keys to the Leased Premises will be furnished by the Landlord and neither the Tenant, its agents nor employees, shall have any duplicate keys made. At the termination of this tenancy, the Tenant shall promptly return to the Landlord all keys.

D. Any painting or decorating as may be agreed to be done by and at the expense of the Landlord shall be done during regular working hours; should the Tenant desire such work done on Sundays, holidays or outside regular working hours, the Tenant shall pay for the extra cost thereof.

E. The Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Leased Premises or of the building, and any defacement, damage or injury caused by the Tenant, its agent or employees, shall be paid for by the Tenant.

F. The Landlord shall at all times have the right, by its agents, to enter the Leased Premises to inspect and examine the same, and to show the same to persons wishing to lease them, and may at any time within fifteen (15) days next preceding the termination of this tenancy, place upon the doors and windows of the premises a notice stating "For Rent", which said notice shall not be removed by the Tenant. The Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgement may from time to time be needful and desirable for the safety, care and cleanliness of the premises and for the preservation of good order therein.

25. GOVERNING LAW. This Lease shall be construed, interpreted, and enforced according to the laws of the State of Colorado. The parties hereto submit to the jurisdiction of the Courts of Otero County, Colorado, and waive any right to object to any proceedings being brought in those courts.

26. ATTORNEY'S FEES AND COSTS. If by reason of any default by the Tenant or in case Landlord shall bring suit to recover any rent due hereunder, or for breach of provision of this Lease or to recover possession of the leased premises, or if Tenant shall bring any action for any relief against Landlord, declaratory or otherwise, arising out of this Lease and Landlord shall prevail in such action, then and in any such event, Tenant shall pay Landlord a reasonable attorney's fee and all costs and expenses expended or incurred by the Landlord in connection with such default of action.

28. BINDING EFFECT. The covenants, conditions, and stipulations herein shall be binding upon and inure to the benefit of the parties, their successors and assigns.

29. TIME OF THE ESSENCE. Time is of the essence with reference to the terms, conditions, stipulations, and obligations contained under this Lease.

30. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties with respect to the Leased Premises and there are no oral agreements between the parties in connection herewith. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

31. SEVERABILITY. The invalidity or unenforceability of any provision of this Lease, or any application thereof, shall not affect or impair any other provision of the validity or enforcement of the remainder of this Lease or any other application thereof.

32. NOTICE. Any notice required or permitted by this Lease Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the other party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:
City of Rocky Ford
203 S Main Street
Rocky Ford, CO 81067

Tenant:
Grand Friends, Inc
816 S 5th Street
Rocky Ford, CO 81067

33. EFFECTIVE DATE. The parties agree that the effective date of this Agreement shall be October 14, 2025.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

LANDLORD:

CITY OF ROCKY FORD

Rocky Ford City Clerk

By

Duane Gurulé, Mayor, City of Rocky Ford

TENANT:

GRAND FRIENDS, INC

By

Sandra Dell, Chair



RESOLUTION NO. 12 – SERIES 2025

A RESOLUTION OF THE CITY COUNCIL OF ROCKY FORD, COLORADO, DENOUNCING GANG VIOLENCE AND DRUG USE AND AFFIRMING A COMMITMENT TO A SAFER, HEALTHIER COMMUNITY

WHEREAS, the City of Rocky Ford, Colorado, is committed to the safety, well-being, and prosperity of all its residents; and

WHEREAS, gang-related activity and illegal drug use have become growing concerns within the community, threatening public safety, youth development, and the quality of life for families and individuals; and

WHEREAS, the presence of gangs and illegal narcotics contributes to violent crime, intimidation, and the destabilization of neighborhoods; and

WHEREAS, these issues particularly endanger our youth, limiting their opportunities and exposing them to cycles of addiction, incarceration, and poverty; and

WHEREAS, law enforcement agencies, schools, faith-based groups, non-profits, and community leaders in Rocky Ford are working diligently to prevent violence and drug abuse through education, outreach, and enforcement; and

WHEREAS, community-wide awareness, unity, and proactive engagement are essential in reducing the influence of gangs and the availability of illegal drugs.

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

The City formally denounces gang violence and illegal drug use as harmful and unacceptable within the Rocky Ford community.

We affirm our support for local law enforcement, community-based prevention programs, schools, and service providers working to intervene, rehabilitate, and educate those affected.

We encourage all residents, especially parents, educators, and youth, to be active participants in the fight against gang recruitment and drug abuse through vigilance, communication, and community involvement.

We commit to exploring and supporting strategies and partnerships aimed at prevention, intervention, and restorative justice that build a stronger, safer, and healthier Rocky Ford.

We call upon state and federal partners to provide additional resources and funding to support anti-gang and anti-drug initiatives in rural communities like ours.

Signed this 14th day of October, 2025.

Nanette Mosby, Mayor Pro Tem

Nicole Roberts, Councilmember

Johnny McMurray, Councilmember

Nic Martinez, Councilmember

Robert Barron, Councilmember

Duane Gurulé, Mayor

Thomas Mullins, Councilmember

Attest:

Stacey Milenski, Interim City Clerk



City Manager's Report

To: Mayor Gurulé and City Council Members
From: Stacey Milenski
Date: October 14, 2025

PROPERTIES:

- **Liberty School:**
- **Brewer Construction Site:**
- **1149 Railroad Update:**
- **400 S Main Update:**

NEW/OLD BUSINESS/UPCOMING:

- **Expo Building:** Sally Cope reported that the lighting will be replaced in the Expo Building through an incentive program with Black Hills Energy for \$14,456.00
- **Arena:** New LED lighting has been installed, including a new electrical panel, replacing the old push-style button relay switch
- **History Colorado:** Workshop on October 15 from 6-8 pm at the Public Safety Building. Discussion on how to use historic designation and financial incentives to preserve historic buildings and sites
- **Rocky Ford School District:** School is on Fall Break, October 13-16
- **Ballots:** Ballots for the upcoming election sent out on Friday, October 10
- **CIRSA Training:** In-person training at the Public Safety Building on October 23 for staff who operate city vehicles
- **Action Colorado:** Last month of leadership, policy, and governance classes, October 23-24
- **Photo Contest:** We will be kicking off a photo contest campaign to update the city's website home page

ROCKY FORD MUSEUM

CURATOR'S REPORT

For the month of September 2025

There were 72 visitors come to the museum for the month of September 2025.

On the 6th, the museum welcomed John Carson (Kit Carson's great grandson) to his talk about his famous family member. He talked about Mr. Carson's early childhood and how he decided to venture west to explore our new country. There were many questions about his life, his legend and his discoveries. There were a total of 25 people showed up for this event. He did promise to come back and talk more, as he stated, "we just scratched the surface of the great Kit Carson".

Our gift shop has blossomed to include t-shirts, baseball caps, books, coffee mugs and other items of interest to the public. Come and see what we have done to promote the museum to the town of Rocky Ford.

Ericha Burns (student from Oklahoma University who is working on her internship with the museum) continues to be a positive impact to the museum. She has been working on the cataloging our artifacts into our data base. She leads us to legitimize the worth and importance of our rich heritage.

Rob Marshall, Curator

Rocky Ford Museum