



Revised 1/27/2026

## LIBRARY DIRECTOR – PART TIME

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<b>EXEMPT:</b>	<b>No</b>	<b>DEPARTMENT:</b>	<b>Library</b>
<b>REPORTS TO:</b>	<b>City Manager</b>	<b>PAY RANGE:</b>	<b>\$18.00-\$20.00 Hourly</b>

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### **SUMMARY**

Responsible for the management of a public library collection and for the provision of library services to patrons and community organizations. Duties include policy recommendation, departmental planning, direction, and administration of the library. The work requires that the employee have thorough knowledge, skill, and ability in every aspect of the public library field.

### **SUPERVISION RECEIVED**

Works under the direct supervision of the City Manager and Library Board of Trustees.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The list below is intended to be illustrative of the essential functions of the position, but is not all-inclusive of the responsibilities. The city may adjust these duties at any time.*

- Drafts and recommends policy to the Library Board and plans for the implementation of public library goals and objectives.
- Evaluates and administers library programs such as circulation, reference, reader's advisory services, children's services, community services, and public information.
- Trains employees in library routines; prepares work schedules and assigns areas of responsibility; checks employee time records; directs and participates in personnel actions such as hiring, termination, work assignments, and evaluations.
- Assists users in obtaining best results from the use of library facilities; prepares and makes an annual report of operations for the City Manager and State Library Grant.
- Selects and purchases new books and supplies. Directs the development and maintenance of a public library collection of books, periodicals, records, films, tapes, and a variety of other library materials.
- Directs the development, repair, and maintenance of the Library building.
- Prepares the annual departmental budget and presents and defends budget requests before the Library Board and City Council.
- Directs the operations of technical and children's services at Rocky Ford Library and directly supervises adult outreach services.
- Directs and controls the expenditure of departmental fund allocations within the constraints of approved budgets.
- Confers with State agencies, other public libraries, corporations, and community groups in

**203 SOUTH MAIN STREET | ROCKY FORD, CO 81067 | 719-254-7414**

***cityofrockyfordco.gov***

the development of library programs for the City and assists in coordinating interlibrary program efforts.

- Provides reference and reader's advisory services on a regular schedule to library patrons as supervisor of that department.
- Prepares various kinds of statistical reports on finances or book stock utilizing a microcomputer.
- Confers with City officials and the general public to provide information and to resolve problems and complaints.
- Directs the training of library staff in technical and administrative skills.
- Represents the library on regional and state committees and serves as the City's authority on library issues.
- Performs other duties as assigned.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions. The requirements listed below are representative of the knowledge, skill, and/or ability required:

- Knowledge of municipal government theory and practices.
- Knowledge of the principles and practices of City government, with an emphasis on budget and administration of the department.
- Knowledge of sources of information related to problems of local government.
- Knowledge of the principles and practices of public library functions and practices of public administration, as applied to a public library.
- Ability to administer the activities of a public library and to supervise the work of others.
- Ability to make decisions in an environment of limited resources and competing claims.
- Ability to write and present clear, concise reports, memoranda, directives, speeches, and letters, process invoices, and manage budgets.
- Ability to develop and maintain effective working relationships with officials, other department directors, the general public, and subordinates.
- Ability to consider input on an issue; being flexible and forward-thinking regarding the resolution of the issue.
- Ability to lead; identifying and executing appropriate action relative to operational/organizational situation or circumstances presented.
- Ability to write effective and comprehensive reports.
- Bilingual is preferred, but not required.

### **EDUCATION & EXPERIENCE**

- High School diploma or G.E.D. is required, with some college preferred.
- Minimum of two (2) years of general office experience is required.
- One (1) year of prior experience working in a public library is required.

**LICENSES AND CERTIFICATIONS**

- Valid Colorado Driver’s License and a satisfactory driving record.

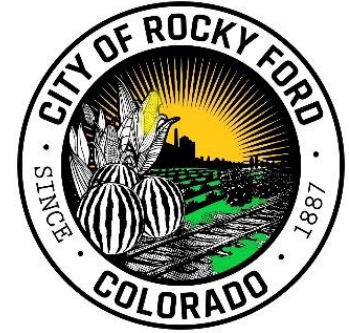
To apply please scan the QR Code:



Or email your resume with a cover letter to Shelly Valdez at: [svaldez@rockyford-co.gov](mailto:svaldez@rockyford-co.gov). Position open until closed.

**Location:** Position is part-time at 30 hours per week and in-person at the Rocky Ford Public Library, located at 400 S. 10<sup>th</sup> Street, Rocky Ford, CO 81067.

# JOB DESCRIPTION ACKNOWLEDGEMENT FORM



Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

I acknowledge that I have received, read, and understand the job description for my position as **CEMETERY SEXTON** in the **CEMETERY**. I understand the duties and responsibilities associated with my role and agree to perform them to the best of my ability. I also understand that this job description is not exhaustive and that additional duties may be assigned as needed.

I acknowledge that this job description does not constitute a contract of employment and that my employment is at-will, meaning that either the company or I may terminate the employment relationship at any time, with or without cause or notice.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_



203 S Main Street  
Rocky Ford, CO  
81067

PH: 719.254.7414  
FX: 719.254.7416

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**Stacey Milenski**  
City Manager

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**Duane Gurulé**  
Mayor

Nanete Mosby  
Ward I

Nicole Roberts  
Ward I

Johnny McMurray  
Ward II

Nicholas Martinez  
Ward II

Robert Barron  
Ward III

Thomas Mullins  
Ward III

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City Clerk  
719.254.7414, ext. 107

Police Chief  
719.254.3344

Fire Chief  
719.254.3322

Public Works  
719.254.7414, ext. 105

Human Resources  
719.254.7414, ext. 110

Parks & Recreation  
719.254.7414, ext. 106

January 26, 2026

TO: Otero County Clerk and Recorder's Office  
RE: Conducting business for the City of Rocky Ford

Please be advised that Stacey Milenski, City Manager for the City of Rocky Ford, is fully authorized to conduct any business on behalf of the City of Rocky Ford.

Please contact me with any questions or feedback.

Respectfully,

*Duane L Gurulé*

Duane Gurule  
Mayor, City of Rocky Ford

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE CITY OF ROCKY FORD AND THE OTERO COUNTY 4-H COUNCIL

This Memorandum of Understanding is entered into by the City of Rocky Ford, Colorado (“City”) and the Otero County 4-H Council (“4-H Council”).

**WHEREAS**, the City owns the Event Center located at the Arkansas Valley Fairgrounds; and

**WHEREAS**, the 4-H Council desires to use the Event Center from time to time for official 4-H business and events and to meet the needs of the 4-H Council; and

**WHEREAS**, the Event Center contains one room specifically set aside by the City for the exclusive use of the 4-H Council to store its equipment; and

**WHEREAS**, the 4-H Council and City desire to memorialize their agreement with respect to the Event Center;

**NOW THEREFORE**, in consideration of the payments, mutual covenants and promises set forth herein, the parties agree as follows.

1. **TERM.** This Memorandum of Understanding (“MOU”) shall commence upon the date of execution of the last party and shall terminate at midnight on December 31, 2027, or upon failure of Otero County to budget and appropriate funds or otherwise make funds available to the 4-H Council in a sufficient amount for the purposes set forth herein.
2. **PAYMENT.** The 4-H Council shall pay the City two thousand five hundred thirty-two dollars (\$5,532.00) annually in January. Said payment to be delivered to the City of Rocky Ford, 203 S. Main Street, Rocky Ford, CO 81067.
3. **USE OF THE EVENT CENTER.**
  - a. The parties agree that the 4-H Council shall have exclusive use of a storage room in the Event Center, and the City shall issue the 4-H Council a key that unlocks only the exterior door to allow access at the convenience of the 4-H Council.
  - b. The parties agree that the 4-H Council may use the Event Center during the year for dates and times provided in the Memorandum labeled “Addendum A” attached hereto and incorporated in the MOU as though fully set forth herein.
  - c. The 4-H Council agrees that it will return the Event Center to the City in the same condition or better at the conclusion of each use.
  - d. The 4-H Council agrees that it will set up the Event Center as required prior to each event and will take down all items set up at the conclusion of each use. The term “set up” shall be interpreted broadly to mean placement of equipment, chairs, tables, and any other items required by the 4-H Council for each particular use.
4. The City has placed the dates and times set forth in Addendum A on its calendar and has reserved the use of the Event Center on those dates and times exclusively for the 4-H Council.

5. **AMENDMENT.** This MOU may be amended by a writing approved and properly executed by both parties.
6. **TERMINATION.** This MOU may be terminated notwithstanding any other provision herein upon thirty days' written notice to the other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding on the dates set forth below.

**OTERO COUNTY 4-H COUNCIL**

By: \_\_\_\_\_ Date: \_\_\_\_\_

President Otero County 4-H Council

**APPROVED BY:**

\_\_\_\_\_ Date: \_\_\_\_\_

4-H Youth Development Extension Agent

**CITY OF ROCKY FORD**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Duane L. Gurulé, Mayor

**ATTEST:**

\_\_\_\_\_ Date: \_\_\_\_\_

Michelle Grasmick, City Clerk



Danko Emergency Equipment  
 302 East 4th Street  
 Snyder, NE 68664 (866) 568-2200

# PROPOSAL

**Rocky Ford Fire Department**  
 300 South Main Street  
 Rocky Ford, CO 81067

Friday, January 16, 2026

We hereby propose to furnish, after your acceptance, approval, and proper execution of the accompanying contract, the fire apparatus as follows:

One (1) Medix MSV-II 170 Type - 1 mounted on a Customer Supplied Ram 4500 4x4 Diesel

As per the specifications attached herewith. FOB - Destination

**TOTAL APPARATUS**

Two hundred eight thousand nine hundred ninty dollars and No/100 ----- \$208,990.00 \*

**ADDITIONAL TERMS**

Proposal includes a \$10,000.00 credit for graphics. Includes delivery expenses. Does not include travel to Medix for final inspection. These expenses are up to the department if they choose to travel for the final inspection.

\* Does not include applicable taxes. Any local or state tax, if applicable, must be added to the above price.

**PAYMENT TERMS**

Payment is due upon delivery of the apparatus. NOTE: The price is subject to increase because of changes in market condition or increases in cost of raw materials or components. Primarily based on the price of the chassis. Delivery subject to change. All payment are to made to Danko Emergency Equipment.

Upon payment, Danko Emergency Equipment shall furnish the purchaser a "Statement of Origin" or the necessary validated documents required for title application.

Shipment of completed apparatus shall be made within 430 calendar days after our approval of properly signed contract, subject to causes beyond our control. This proposal is made subject to your acceptance within thirty (30) days from date of same. If acceptance is delayed beyond that period, we will, upon request, advise you of any increase in said amount which may be occasioned by causes beyond our control.

Respectfully submitted,  
 Danko Emergency Equipment

*Customer acceptance of proposal only signed at contract signing.*

Date: \_\_\_\_\_

BY: Bryan Merritt

Printed Name: \_\_\_\_\_

Danko Emergency Equipment

Signature: \_\_\_\_\_

*NOTE: Additional Payment terms available upon request.*



Unit #:  
XX-XXXX

DEALER: Danko Emergency Equipment  
 CUSTOMER: Rocky Ford Fire Department  
 Street or P.O. Box: 300 South Main Street  
 City, State, Zip: Rocky Ford, CO 81067  
 Customer Contact: Ray Gonzales-Fire Chief  
 Customer Email: rgonzales@rockyford-co.gov  
 Customer Phone #: 719-250-7851  
 Sales Associate: Bryan Merritt  
 Sales Engineer:  
 VIN#: To be assigned by MEDIX

Chassis Model Yr		2026
MEDIX Model		Type I-AD MSV-II 170
CHASSIS		Dodge Ram 4500 , 6.7L Diesel, 192.5" WB, 16,500 GVWR, 108" CA, 4x4
BODY		170"L x 96"W x 72" Interior Headroom
QTY	STD/OPT	Description
1	15-M2-FG	Customer Supplied Conversion Only Chassis Model Year Adjustment
	-	<b>Model with Drop Skirt on BOTH SIDES</b>
	109005	Liquid Spring Suspension Installation by Utility Bodywerks, see quote, the kit will be ordered through Utility Bodywerks; Requires Dump cancel switch that Medix will order and install - installed at the Curbside rear door on the wall - "Dump Override" - p/n: MX09166. <b>NOTE: Chassis must have XXS VSIM option and rear fuel tank. 6 - 8 Week Lead Time.</b>
	-	-
	<b>01-</b>	<b>Flooring &amp; Interior Colors</b>
1	STD	Cabinets: Laminated Wood Laminate Color:
1	STD	Upholstery: (Specify Color & compare to std. countertop color)
1	STD	Color: Brand: EVS
1	STD	EVS Cushions & Corner Padding
1	STD	Flooring: Lonseal- LonPlate (Diamond Plate) (Specify Color) Color: Gunmetal 424
	-	-
	<b>02-</b>	<b>Body &amp; Chassis</b>
1	STD	This chassis is equipped with a Diesel Exhaust Fluid (DEF) System to meet the EPA Diesel Emissions Standards.
1	STD	Anti-Theft Device: IdleLock Ignition Security System, for RAM 3500/4500/5500 Series Chassis Only. Locate activation button to the right side of the steering wheel.
1	STD	Order Park Brake cable positioning bracket for Dodge per print: 33-104934
1	STD	Camera System: Surface Mount Back up camera wired to Dodge Chassis Harness and tied into dash display. RSV Systems RVS-MV3IR Camera with RVS-RAM4500 Adapter Plug for RAM 4500 with 16' cable.
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.
1	STD	Pass-Thru: With accordion boot. Sliding, latching polycarbonate window.
1	20020MSV	<b>Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. Includes (1) switch by Curbside Entry Door interior in standard 4-position switch panel and (1) at Rear Curbside Wall - MSV II ONLY</b>
1	99-0678D	<b>Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille brackets: FOR DODGE CHASSIS - Bracket #33-105690</b>
		<b>LOCATION: FRONT GRILLE AREA</b>
1	STD	<b>Compartment #1 SS Forward:</b> Smooth Aluminum body, O2 Universal "M" or "H" cylinder storage for STEEL tank, Door w/gas strut hold-open, Sealed access to paddle handle in door panel. Stainless steel sill protector.
1	STD	<b>Compartment #2 SS Center:</b> Smooth Aluminum body, Open Storage, Double doors w/gas strut hold-opens. (1) Adjustable aluminum shelf w/DA finish. Sealed access to paddle handles in door panel. Stainless steel sill protector.

1	STD	<b>Compartment #3 SS Rear:</b> 3/4 Height, Smooth Aluminum body, Inside/Outside access, (1)- adjustable shelf w/DA finish. Door w/gas strut hold-open. Sealed access to paddle handle in door panel. Stainless steel sill protector.
2	STD	<b>Rear Entry Doors:</b> Dual door system w/exterior/interior, locking paddle handles; fixed glass windows and Cast Grabber hold-opens. Sealed access to paddle handles in door panels. Stainless steel sill protector. Two-piece interior door panel.
1	STD	<b>Compartment #4/5 CS Forward:</b> NO body <u>above floor</u> , ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section aluminum body open storage standard. Stainless steel sill protector. (Optional location for additional battery with roll-out battery tray and removable, latching door.)
1	STD For 2024 Model	<b>Drop Skirt</b> - a 4" dropskirt shall be provided on both Streetside and Curbside forward of the rear wheelwells. Taller front stone guards shall be provide on both driver and passenger sides.
1	STD	<b>Curbside Entry Door:</b> Taller for 4" drop skirt. Door handle to remain aligned with Compt #4/5 handle; Single door system w/exterior/interior, locking paddle handles; window w/fixed glass; Gas strut hold-open. Sealed access to paddle handles in door panel. LED Step well light. Stainless steel sill protector. Two-piece interior door panel.
1	STD	<b>Curbside Entry Door Stepwell:</b> Dual, smooth aluminum steps welded into door opening coated with rubberized urethane liner material. Stainless steel threshold trim. Dri-Dek insert on lower floor of step entry.
1	STD	<b>Compartment #6 CS Rear:</b> Smooth Aluminum body, Vertical backboard storage w/(2) seat belts restraints; (1) in upper Backboard section, (1) lower across Backboard and Stair Chair Section. Door w/gas strut hold-open. Sealed access to paddle handles in door panel, Stainless steel sill protector. Compartment to be 20" Wide and divider located to accommodate 8" wide tracked Stair Chair.
1	STD	<b>Divider:</b> Aluminum w/DA finish, vertical in back Board Compartment Locate: Compartment #6 - standard location
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	<b>Rear Bumper:</b> ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	<b>IV Hangers:</b> (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	<b>Mirrors, OEM:</b> (1) heated/remote control with directional signals on each cab door, (1) on interior windshield
1	STD	<b>Wheel Covers:</b> Stainless steel covers w/Valve Extenders
4	STD	<b>Stone Guards:</b> Lower body corners, ADP; <b>4" taller stone guards on front corners.</b>
1	STD	<b>Kick Plate, Rear:</b> ADP, below rear doors across to corner posts.
1	STD	<b>Rub Rails:</b> C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	<b>Running Boards:</b> Diamond Plate, Type I w/starburst pattern
1	STD	<b>Fender Flares:</b> Rolled Stainless Steel
1	STD	<b>Fuel Fill:</b> Cast aluminum fuel fill bezel.
1	STD	<b>DEF Fill:</b> Stainless steel housing between cab and module
1	STD	<b>Fuel Fill Scuff Plate:</b> Stainless steel, below fuel fill bezel for Type I.
1	STD	<b>Insulation:</b> Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	<b>Insulation:</b> Spray in place foam applied to curbside entry step well and both rear wheel wells
1	STD	<b>Undercoating:</b> Per QVM Guidelines
		-
	<b>03-</b>	<b>Brake, Turn &amp; Back-Up Lights</b>
1	STD	<b>Lights:</b> DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED.
1	STD	<b>DOT Marker Lights:</b> TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
		-
	<b>04-</b>	<b>Electrical, Power Distribution, Control Center &amp; Interior Lighting</b>
1	STD	<b>Battery Switch, Automatic:</b> TST CDR-400. Located in Electrical Cabinet.
2	STD	<b>Batteries:</b> OEM, under hood
1	99-0766A	<b>Battery: Additional, (1) OEM, 750 C.C.A. w/single roll-out tray on Type I, IATS batteries under the hood. Battery to be located below ALS in sealed storage area.</b>
1	STD	<b>Front Console/ Switch Panel:</b> Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
2	STD	<b>Antenna, Radio Coax Cables:</b> Terminated behind driver's seat w/Power & Ground for each
11	STD	<b>Dome Lights:</b> Whelen LED 18-diodes w/chrome flange MX80EHZA, 2-banks of four (4) lights switched separately with Hi/Lo functions; 1-bank of three (3) lights centered over cot, switched separately with Hi/Lo functions.
1	STD	<b>Action Area Light:</b> 12 VDC LED light, with On/Off switch on rear control panel
1	STD	<b>USB Port:</b> Vanner VSS-USB dual port 2Amp mounted on A/A wall

1	99-0617	<b>Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS</b>
1	STD	<b>Timer: 5-minute check-out, wired to CS High mode dome lights</b>
1	400160	<b>Inverter: Vanner LSC12-1100- 1100watt with 3-Stage 55Amp battery charger, 20Amp power supply and built in GFI. Remote controlled with switch in the rear switch panel. (This option deletes the GFI in the A/A wall). ILOS NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. (N/A on P/T RP90 models and Transits) Location: Must specify location.</b>
1	99-1955	<b>Electrical: Fan, Mechantronics Fan, (1) Axial 120x25MM 12VDC ventilation fan PN: E1225E12AB-FSR mounted on cabinet door or side wall when any inverter is mounted in an interior, enclosed cabinet.</b>
1	STD	<b>Breaker Box: 125 VAC w/20-Amp Breaker located in upper LH corner of exterior compartment #2.</b>
3	STD	<b>12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area</b>
3	STD	<b>125 VAC Outlets: Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area</b>
1	STD	<b>Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (3), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Elec. O2 Bypass (1), Spare switches and digital clock w/Mode Buttons. MX01517.</b>
		-
	<b>05-</b>	<b>Warning Lights &amp; Sirens</b>
1	STD	<b>Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy <u>Type I and Type III- Models ONLY.</u> NOTE: Does not include LED Scene Lights.</b>
		<b>All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.</b>
1	99-4124	<b>"Lights: Warning, Whelen M-Series LED EMERGENCY Lighting Package ILOS Whelen LED warning Package- Ford and Dodge Type I - MSV-II Models ONLY. NOTE: Does not include LED Scene or Load Lights. All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations. Front of Body: Add (4) M9 Red Whelen LEDs and (1) M9 White Whelen LED; (2) M9DD Red/White DUO Whelen LEDs- Specify pattern by LED Color: Configured R-DUO-R-W-R-DUO-R. (2) outer corners and (1) center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console. Sides of Body: (4) M9 Red LEDs: (2) each side in upper corners. Rear of Body: (4) Whelen M-Series Red LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (2) M9RCZ Red/Scene combination Whelen LEDs in standard Load Light locations; (1) Whelen M7-Series Amber LED in the center position over the rear doors. Brake, Turn &amp; Back-Up Lights: M6 LEDs Lights, Warning, Intersection Lights: (2) M4V2R Red LEDs on Front Fenders; (2) M6V2R Red LEDs above rear Wheel Wells- Program white down light in park- wired to Primary/Sec Modes. NOTE: For Type I MSVII Models Only."</b>
2	STD	<b>Lights, Warning, Grille: Whelen WIONSMCR Red LED, on center grille bar, w/Clear lenses and flanges.</b>
6	99-4009	<b>Lights: Scene/Load, (1) Whelen M9 EZ Scene Light - LED Surface Mount M92SLC with Chrome flange.- ILOS Halogen. Specify Locations: (2) Upper side front, (2) Upper side rear, (2) upper rear.</b>
1	STD	<b>Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE</b>
2	STD	<b>Siren Speakers: Dual 100 Watt drivers mounted through the front bumper</b>
1	STD	<b>Siren: Whelen 295 SLSA1, 200 Watt</b>
		-
	<b>06-</b>	<b>Oxygen, Vacuum &amp; Miscellaneous Items</b>
3	STD	<b>Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench</b>
1	STD	<b>Electric Oxygen with manual bypass and switch on A/A panel</b>
1	STD	<b>Suction Aspirator System: SSCOR disposable container mounted in recess below Action Area, w/SSCOR gauge on AA panel, and quick-connect in recessed area; SSCOR vacuum pump mounted on ceiling of Compartment #2.</b>
1	STD	<b>Oxygen Cylinder Retention: Universal for "M" or "H" cylinder, steel w/3-spring buckle straps and top collar, powder-coated Safety Yellow color- in Compartment #1.</b>
1	STD	<b>O2 Regulator: Amvex, 50psi, pre-set</b>
		-
	<b>07-</b>	<b>AC / Heat</b>

1	STD	<b>HVAC System:</b> High capacity free blow combination Heat-AC system with digital thermostat control on the action area wall. HVAC unit mounted in front bulkhead above the walk-through.
		-
	<b>08-</b>	<b>Cabinets, Hardware &amp; Miscellaneous Items</b>
1	STD	<b>Main Streetside Wall Cabinets:</b> Specify desired configuration-
0	STD	<b>Full Wall of Cabinets</b>
1	OPT	<b>Streetside Cabinet Configuration shall include a CPR Seat with Pro-4 seat belt system. The seat belt system shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort and a heat embossed Medix LOGO at the head area. There shall be a 2nd Action Area, which includes (1) 125VAC and (1) 12VDC outlet, located aft of the CPR seating area.</b>
		Main Wall aisle-facing Cabinets will have (1) adjustable laminated wood shelf in each and sliding polycarbonate doors with full height extruded handles. Recessed cabinet for suction aspirator container. Stainless steel riser on lower face. See Prints for Configuration.
1	STD	<b>Action Area Overhead Cabinet:</b> Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.
1	STD	<b>Action Area and Switch Panel:</b> Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) Elec. O2 w/Bypass, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.
	STD	<b>Countertop: 1st / 2nd action area - Corian material overhanging cabinet edge w/ accent color lips.</b> <b>-Main color:</b> <b>-Accent lip color:</b>
1	STD	<b>Cabinet overhead, forward of CPR Seat:</b> Beveled cabinet w/(1) adjustable shelf and (2) hinged 1/2" Acrylic doors with non-locking, two point Eberhard paddle latches on each door.
1	STD	<b>CPR Seat, 2nd Action Area:</b> CPR seat w/hinged, latching lid, storage under seat w/TriMark latch, EVS formed back rest and seat cushion; 2nd Action Area w/(1) 12VDC outlet, (1) 125VAC outlet
1	STD	<b>Cabinet overhead, rear of CPR Seat:</b> Beveled cabinet w/(1) adjustable shelf and (2) hinged 1/2" Acrylic doors with non-locking, two point Eberhard paddle latches on each door.
1	STD	<b>Sharps/Waste Tilt-Out Cabinet:</b> Below 2nd Action Area with non-locking Austin LifeDefender latch.
1	STD	<b>Inside/Outside access to Compartment #3:</b> With dual 1/2" Acrylic hinged doors w/non-locking Eberhard two point paddle latches.
1	STD	<b>Front Bulkhead Cabinets:</b> Electrical Cabinet located above Tech Seat w/round SouthCo latching, vented door; HVAC cabinet and filtered air return above cabin-module connection.
2	STD	<b>Pass-Thru Cabinets:</b> Upper cabinet- general storage with (1) hinged, non-locking door and (1) LifeDefender latch on the door; Lower cabinet general storage with (1) hinged, non-locking door and (1) LifeDefender latch on the door.
1	STD	<b>Cabinet Above ALS:</b> Open storage w/dual 1/2" Acrylic doors w/non-locking two-point paddle latches, (1) adjustable shelf.
1	STD	<b>ALS Cabinet:</b> Lower Section- Locking storage for box or bags w/LonPlate flooring; Middle Section- 6-inch deep drawer w/locking latch and gas strut closure w/Dri-Dek mat; Upper Section- with dual 1/2" Acrylic doors, two-point non-locking paddle latches and (1) adjustable shelf w/ LonPlate flooring.
1	STD	<b>Glove Box Holders:</b> (3) w/hinged, black .125" powder-coated steel door, above curbside entry door.
1	STD	<b>Squad Bench:</b>
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion except over Sharps/Waste Area.
1	99-2374	<b>Cabinets: Curbside Work Station, custom wood squad bench only with Curbside work station with solid surface countertop and (2) aluminum drawers (See PN#: 33-105214), with HD slides stacked below the curbside work station countertop, located at head of shortened squad bench. Both drawers to have non-locking LifeDefender latches and pull out towards bench. There will be a tip-out drawer for a waste container only with bracket PN: 33-10-2009 to tip-out towards aisle below the upper drawers. Countertop will have a 1/2" lip like the Action Area countertop has. There will only be (1) EVS PRO-4 harness seated position at the bench. Bench and workstation will have Stainless Steel Riser.</b> <b>NOTE: MSV-II 170 Type I Models Only.</b>

	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.
	3	Stainless steel riser on lower face.
1	STD	<b>Sharps/Waste:</b> Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.
1	STD	<b>Cabinet, Squad Bench Overhead:</b> with (2) flip-up 1/2" Acrylic doors and Eberhard two point paddle latches with constant torque hinges.
1	STD	<b>Cabinet, Rear Overhead:</b> Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door, LifeDefender latch, and constant torque hinges.
1	STD	<b>Technician's Seat:</b> An EVS Rear facing custom contoured, automotive style, high back seat with the Pro-4 seat belt system mounted on an EVS structural steel base. The seat belt system shall include a custom automotive style seat, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort and a heat embossed Medix LOGO at the head area.
1	STD	<b>Seat Base:</b> EVS SB-2 Swivel Base for EVS Technician's Seat
1	STD	<b>Assist Rail:</b> overhead off-center toward Streetside of unit.
3	STD	<b>Grab handles:</b> 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
1	STD	<b>Reflective Striping, Door Open Protection:</b> .50" Red reflective striping around interior door pan of all body doors.
3	STD	<b>Reflective Striping-</b> Alternate Red/White chevron pattern on smooth aluminum kick panel- mounted on each rear entry and curbside entry door
		-
	<b>09-</b>	<b>Cots &amp; Miscellaneous Items</b>
<b>1</b>	<b>99-0726</b>	<b>"Cot Mount: Stryker, Power/Performance Load Systems, install floor plate ""Only"". ILOS 175-4. LOCATION: Dealer Must Specify Mounting Location NOTE: ME-153, ME-157, ME-166, MSV-II Models Only."</b>
1	STD	<b>Paint:</b> Body all OEM White
		-
<b>0</b>	<b>1000100</b>	<b>Roof Star ONLY, INSTALLED</b>
		-
		<b>SHIP LOOSE</b>
2	STD	<b>Fire Extinguisher:</b> (2) 5 lb- Ship Loose is Standard
<b>TOTAL ORDER</b>		



# Hillcrest and Valley View Rocky Ford Cemetery

## Rules and Regulations

Revised – January 27, 2026

# RULES AND REGULATIONS OF THE ROCKY FORD CEMETERY

## **CEMETERY DESIGNATION**

The Valley View Cemetery shall have two (2) divisions known as Valley View Division and Hillcrest Division. Valley View Division shall designate the original cemetery owned and operated by the City of Rocky Ford. The Hillcrest Division shall designate the portion purchased on April 1, 1961.

Deeds to lots and spaces shall designate the appropriate division.

## **GOVERNING BODY**

The governing body of the Valley View Cemetery and all its divisions shall consist of the Rocky Ford City Council.

The City Manager or designee shall enforce the regulations set forth in these Rules and Regulations of the Rocky Ford Cemetery.

## **RECORDS**

The Rocky Ford City Clerk or designee shall keep all records pertaining to the sale of lots and spaces.

The Rocky Ford City Clerk or designee shall keep all records pertaining to the location of lots, spaces, and burials.

## **FEES**

1. Grave spaces shall be sold at the following prices.

- o **Single Grave Space**.....\$400.00
- o **Transfer Fee**.....\$450.00  
for residents living in Otero, Crowley, or Bent County to transfer space to anyone who lives outside of Bent, Crowley, or Otero County.
- o **Single Grave Space-OUT OF DISTRICT (Not in Bent, Crowley, or Otero County)**.....\$800.00
- o **Potter's Field \$150.00** Omit-no longer selling plots here due to lack of accurate records
- o **Perpetual Care Fee**.....\$125.00

## **Other Burial Expenses**

**Open/Close Adult Grave**

- o Monday through Friday.....\$325.00
- o Saturday mornings before 11:00 a.m.....\$575.00

**Opening Child Grave**

- o Monday through Friday.....\$225.00
- o Saturday mornings before 11:00 a.m. ....\$350.00

**Cremate Burial**

- o Monday through Friday.....\$150.00 \$200.00 with urn vault
- o Saturday mornings before 11:00 a.m. ....\$350.00 \$400 with urn vault

**Disintering Adult or Child**

- o Adult.....\$1,500.00
- o Child.....\$400.00
- o Disintering cremains (urn)..... \$600.00

**Sexton Locate Fee.....\$ 50.00**

***TRANSFERS***

All transfers of unused spaces or lots shall be recorded with the City Clerk, and the original deed shall be surrendered to the City Clerk. The City Clerk shall issue a new deed and record said deed in the cemetery records upon payment of the following fee.

Transfer fee per space or plot.....\$50.00

Transfer fee for non-resident (outside of Otero, Bent, or Crowley County).....\$400.00

***MONUMENTS***

All monument foundations shall be set by the City except as set forth below. Foundations will ordinarily be set within ten working days of a request, weather permitting. Requests for specific setting dates or times with notice less than ten working days may be made upon payment of a fee for expedited service.

The owner of a grave or a relative of the deceased situate in the grave may submit a written request for a variance that allows the person to pour a foundation.

The request shall be filed with the cemetery sexton together with evidence or statements demonstrating sufficient prior experience in pouring and working concrete such that the cemetery sexton would reasonably believe that the person has the ability to pour the foundation correctly.

The cemetery sexton shall respond within ten days of the receipt of the written request by placing the decision and findings of fact in the United States Postal Service's mail with correct first-class postage and addressed to the requesting party at the address contained on the written request for variance.

If the cemetery sexton fails to respond in a timely manner, the variance shall be granted.

If the variance is denied, the requesting party may appeal the issue to the city council by filing a written request for appeal with the city clerk within ten days of the date of the denial.

If appealed, the city council shall conduct a hearing within thirty days of the receipt of the request for appeal. Council has the authority to overturn the previous decision.

All variances shall be personal and may not be transferred to any other individual or entity. If a variance is granted, a sexton locate fee must be paid.

All work done by the requesting party shall be performed at a time and date arranged with the cemetery sexton, and when the cemetery sexton is available to approve the work as it is performed.

Foundations exhibiting poor workmanship, poured when the cemetery sexton is not available to approve the work, poured without obtaining a variance, or poured without making prior arrangements with the sexton, may be removed at the discretion of the city. All decisions as to the quality and workmanship shall be made by the cemetery sexton, whose decision will be final.

***MOUNTING MONUMENTS***

The city will not set monuments except where a monument is flush to the ground and an integral part of the foundation, in which case it may be set as part of the foundation. If the city elects not to set the monument, the vendor or vendor's agent shall pour the foundation in order to set the monument.

The city takes no responsibility for monuments.

Monuments shall be set by the vendor or the vendor's agent.

***VASE SETTING***.....\$25.00

The city sets vases only where the vase is an integral part of the foundation. Vases to be attached to the foundation or monument will not be attached or set by the city. No charge will be levied where the foundation is pre-formed and includes vases as an integral part of the foundation.

In all other cases, vases shall be set by the vendor unless specific approval is obtained from the cemetery sexton upon showing proof of prior experience setting vases and availability of appropriate equipment.

***CONFLICT OF INTEREST***

City personnel must inspect all work performed at the cemetery to ensure that the work conforms with all cemetery rules and regulations.

It is a conflict of interest for an employee of the city to enter into an agreement, contract, or understanding to perform a service at the cemetery or any adjoining real property owned or controlled by the City except as an agent of the City.

It is a conflict of interest for an employee of the city to enter into any private agreement, contract or understanding to sell a product for use at the cemetery or any adjoining real property owned or controlled by the City, except as an agent of the City.

It is a conflict of interest for an employee of the city to accept consideration or items of material value, directly or indirectly, for any service performed at the cemetery except as an agent of the City.

It shall be a violation of these rules and regulations for any individual or entity to perform any act creating a conflict of interest pursuant to this section of the cemetery rules and regulations.

### ***ADVANCE PURCHASE***

Lots and spaces for future use may be purchased with payment in full upon purchase or by using the following payment plan.

Twenty-five percent down.

Balance to be paid in twelve (12) consecutive equal monthly payments.

Payments shall be made each month prior to the last day of the calendar month at the office of the Rocky Ford City Clerk.

Failure to pay the full amount for any lot(s) or space(s) shall result in a forfeiture by the purchaser of any funds not applied toward the full purchase price of a space or lot.

The down payment and all additional payments for multiple lot or space purchases shall be applied as received toward the purchase price of lot or space with the lowest number, then the next lowest number, and so forth until full payment has been made for all lots or spaces.

The City Clerk shall issue the appropriate deed(s) to the purchaser only upon receipt of full payment.

In the event the space(s) or lot(s) are used before the conclusion of the payment plan, the remaining balance shall be due and payable at the time of use. The space(s) or lot(s) shall not be used until the purchaser pays the remaining balance for the spaces to be used.

In the event the purchaser fails to pay the remaining principal balance within the twelve-month payment period, the City Clerk shall mail a notice to the purchaser at the most

recent address contained in the city utility billing records or, where the purchaser is not a city customer, to the address on the down payment receipt. The notice shall include the following statement:

“YOU HAVE FAILED TO MAKE ALL PAYMENTS FOR CERTAIN SPACE(S) OR LOT(S) IN THE CEMETERY OWNED AND OPERATED BY THE CITY OF ROCKY FORD. WHERE PAYMENT OF THE REMAINING BALANCE OF \$\_\_\_\_\_ IS NOT RECEIVED BY THE CITY WITHIN THIRTY DAYS OF THE MAILING DATE OF THIS NOTICE ANY AND ALL PREVIOUSLY RECEIVED PAYMENTS SHALL BE APPLIED TOWARD THE FULL PURCHASE PRICE OF THE LOWEST NUMBERED LOT OR SPACE, THEN THE NEXT LOWEST, AND SO FORTH UNTIL INSUFFICIENT MONEY REMAINS TO MAKE FULL PAYMENT FOR ANY ADDITIONAL LOT OR SPACE. **ANY REMAINING AMOUNT RECEIVED SHALL BE FORFEITED TO THE CITY OF ROCKY FORD**, AND DEEDS WILL BE ISSUED FOR THE FULLY PAID LOTS. LOTS AND SPACES NOT FULLY PAID FOR SHALL BE RELEASED FOR SALE TO OTHER PARTIES. IT IS UNLIKELY THAT THE UNPAID LOTS OR SPACES WILL BE AVAILABLE FOR PURCHASE BY YOU IN THE FUTURE ONCE RELEASED FOR SALE.”

Where the remaining principal balance remains unpaid thirty days after mailing of the notice and the purchaser has not made other mutually satisfactory payment arrangements with the City, the City Clerk shall:

Issue deeds to the purchaser for any lot(s) or space(s) for which the City received full payment;

Release any lot(s) or space(s) for which the city did not receive full payment for sale to other parties;

Indicate in the record that the purchaser forfeited any remaining unapplied funds.

### ***LIMITS ON LOTS***

No more than one burial per space or lot is permitted with the following exceptions: On the occasion of simultaneous deaths;

Two cremated burials will be allowed at the foot of an existing grave

Three cremate burials per lot if not occupied by an existing grave. Only one headstone will be allowed and two foot-markers per plot. If there is already a cremate buried in a plot, not knowing where those cremates were originally placed, the City will not be responsible for damage from digging up cremates when placing a new cremate.

Only human remains may be buried in the cemetery.

Lots and spaces may be resold or transferred to another party only with the consent of the city manager upon payment of a transfer fee.

## ***DECORATION OF LOTS AND GRAVES***

All work, except normal maintenance and decorations permitted in this section, shall be under the supervision of the cemetery sexton. Any person desiring to perform work upon any grave shall consult with the cemetery sexton for consent.

Wreaths, flags and other temporary grave decorations may be placed on graves except as otherwise prohibited in these rules and regulations.

Artificial decorations will remain on the graves for ten (10) days, after which they will be removed and destroyed. Decorations of any nature that blow away from a grave or lot or become unsightly shall be removed and destroyed, even if present for a period less than ten days.

Fresh flowers are permitted only in permanent vases except for the period five days prior to Memorial Day and five days subsequent to Memorial Day.

### **Prohibited Decorations:**

Fences, railings, hedges, copings, or other enclosures around graves or lots are prohibited.

No permanent decorations shall be placed on the gravesites other than flower vases. The flower vases must be located on the stone foundation, no closer than six (6) inches from the edge of the foundation.

Statues are prohibited except when engraved as part of a headstone. **Lanterns and night lights are prohibited. "Lanterns, night lights, and any other illuminated decorations must be limited in number and maintained. Excessive lighting or displays that create safety or maintenance concerns may be removed at the discretion of the Cemetery Sexton.**

### ***Flowers***

No more than two peonies may be planted per grave or lot in Valley View Division and Hillcrest Division blocks 1-16. No other types of flowers may be planted.

**Excessive grave decorating is prohibited.**

**Decorating of trees is prohibited.**

## ***HEADSTONES AND GRAVE MARKERS***

### **Headstones:**

- All graves shall be marked with a headstone

- Headstones may protrude above ground level in Valley View Cemetery and in Blocks 1 through 16 of Hillcrest Cemetery
- Headstones in Block 17 of Hilcrest shall be upright
- Headstones in Block 18 shall be flush-mounted and shall not protrude above ground level. Omit can be upright/include above to say Block 17 and 18)

#### **Footstones:**

- Footstones may be used in addition to headstones
- All footstones shall be flush-mounted so as not to protrude above ground level

#### **Sexton Consent:**

- No person shall erect a monument, headstone, footstone, or other marker of any nature whatsoever without prior consent of the sexton
- The sexton must approve all work performed and shall require corrective action by the party performing such work where the work does not conform to the rules and regulations set forth herein

#### **Responsibility for Damage:**

- Any person erecting a monument, headstone, footstone, or other marker shall be responsible for the damage caused by such action to monuments, headstones, footstones, other markers, trees, shrubs, flowers, plants, driveways, roadways, culverts, ditches, any part of the cemetery watering system or any other fixture or person property located in the cemetery or adjacent real property owned or controlled by the city

#### **Monument Material:**

- All permanent monument or grave markers must be constructed of granite, quartzite, standard bronze, or marble
- No permanent monument or grave marker constructed of wood, iron, plaster of Park, cement, limestone, soapstone, artificial stone, salt, tin, or any other material except as provided above
- The foundation of a monument or grave marker shall not protrude above the level of the ground and shall extend six inches (6") three inches (3") on all sides of the monument
- No restrictions exist as to the height of monuments or grave markers except as set forth above
- The city shall not be responsible for grave markers
- The city shall not engage in setting grave markers or assume any responsibility for the same

- The city shall not repair grave markers except that the city may, at its sole option, cause repairs to be made to the extent required to prevent interference with cemetery maintenance or where required due to issues concerning safety

## ***BURIAL RECEPTACLE REQUIREMENTS***

**Acceptable Burial Receptacles:** Every earth interment must be made in a burial receptacle made of appropriate materials, including but not limited to concrete, fiberglass, polystyrene plastic, steel, or copper. Only approved receptacles shall be used. A list of previously approved receptacles shall be kept on file at the Cemetery Office. No wooden boxes may be used except in the case of oversize burials for which a large enough receptacle is not attainable or for infant burials. No burial receptacles of three (3) pieces or more shall be allowed. The Sexton shall have the right to refuse any damaged or inadequate receptacle.

**Design:** Burial receptacles shall be designed to obtain their strength from their shape and construction, taking into consideration the material used. They shall be of adequate size to completely enclose the casket, if a casket is to be used. Bases for receptacles are optional, provided that sufficient soil bearing and structural integrity are present without a base. Structural soundness and strength shall be obtained through the receptacle itself without any dependence upon a casket.

**Durability:** Burial receptacles shall be constructed so as to be capable of providing adequate strength and durability for a minimum of one-hundred (100) years. Manufacturers shall provide certificates of compliance and/or results of tests conducted according to standard or acceptable testing methods showing compliance with these specifications if requested by the city manager or his designee.

**Identification:** Burial receptacles shall be labeled as to model, manufacturer, trademark, etc. The identification must be etched into the receptacle surface, attached by an adhesive label, or affixed to the receptacle by some other means to clearly identify the product. In addition to the identification of the manufacturer. Concrete receptacles shall have the date of production etched into the receptacle surface.

**Strength:** Burial receptacles shall be designed for a maximum burial depth of eight feet from the bottom of the unit and, after burial with a minimum soil cover of twenty-four inches (24") shall be capable of structurally withstanding passage of a backhoe or truck weighing 20,000 pounds maximum gross weight or approximately 5,000 pounds per wheel. Burial receptacles' structural capabilities and conformance with these specifications shall be tested by a strength test. The city manager or designee may waive such testing requirements if, in his/her discretion, sufficient case histories or other test results are provided which indicate the successful performance of the particular burial receptacle. The city manager or designee shall have the right to require periodic re-testing of any or all approved

burial receptacles when deemed necessary due to failures of the burial receptacle discovered since approval.

## ***INTERMENTS***

Graves shall be opened only by order of the funeral home in charge of the burial, its agent, or the city manager.

No interments or disinterments will be permitted without a written order from the proper public official.

A minimum of thirty-six hours' notice must be given to the sexton prior to the interment or disinterment.

No interments or disinterments will be made on Memorial Day, July 4<sup>th</sup>, Thanksgiving Day, or Christmas Day. **Any city observed holiday**

All interments or disinterments scheduled for a Saturday must commence no later than 11:00 a.m.

Satisfactory evidence of lot ownership must be provided prior to interment. Above-ground crypts are prohibited.

## LEASE AGREEMENT

This LEASE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the City of Rocky Ford, a Colorado municipal corporation with an address of 203 S. Main Street, Rocky Ford, CO 81067 (the "City"), and \_\_\_\_\_, an individual with an address of \_\_\_\_\_ ("Lessee") (each a "Party" and collectively the "Parties").

WHEREAS, the City owns the property located at 1101 Lincoln Avenue, Rocky Ford, CO 81067 (the "Premises"); and

WHEREAS, the Parties wish to enter into a lease, as further set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows.

### **ARTICLE 1 - PREMISES**

A. Lease. In consideration of the rent, covenants and agreements herein contained, the City leases to Lessee, and Lessee rents from the City, the Premises.

B. Suitability. As of the Effective Date, Lessee has inspected the physical condition of the Premises and receives the Premises in an "as is" condition. The City makes no representations or warranties with respect to the condition of the Premises or its fitness or availability for any particular use, and the City shall not be liable to Lessee for any latent or patent defect on the Premises.

### **ARTICLE 2- TERM AND TERMINATION**

A. Term. This Agreement shall commence on **April 1, 2026**, and terminate on **March 30, 2027**, unless otherwise renewed upon written agreement of the Parties.

B. Termination by City. Notwithstanding any other provision of this Agreement, if the City determines, in its sole discretion, that the Premises is needed for a public purpose during the term of this Lease, or that Lessee has failed to comply with the terms of this Agreement, including the timely payment of rent, the City may terminate this Agreement, with or without cause, by providing Lessee with a minimum of 21 days' prior written notice.

C. Surrender. Upon the expiration or termination of this Agreement, Lessee shall peaceably and quietly leave and surrender the Premises in the same condition as it exists on the Effective Date of this Agreement, subject to reasonable wear and tear.

D. Holdover. If Lessee remains or continues to be in possession of the Premises or any part thereof after the end of the term of this Agreement, at the City's sole discretion, Lessee shall be deemed to be illegally retaining possession or shall be deemed to be a month-to-month tenant of the Premises on all the terms and conditions of this Agreement. In the event of any unauthorized holding over, Lessee shall indemnify the City against all claims for damages by any

person to whom the City may have leased all or any part of the Premises effective after the termination of the Agreement.

### **ARTICLE 3 - RENT**

A. Rent. Lessee shall pay as rent to the City the sum of \$1,000 per month for the Premises during the term of this Agreement. Such rent is inclusive of \$500 rent and \$500 to cover the costs of utilities, including water, sewer, trash and insurance. The rent shall be payable on the 1<sup>st</sup> of each month of the lease term.

### **ARTICLE 4 - USE**

A. General Use. Lessee agrees and covenants that the use of the Premises shall comply with the following:

1. Lessee shall maintain the Premises in compliance with all applicable federal, state and local laws, regulations and requirements.
2. Lessee shall not use the Premises for any illegal purpose and shall not permit a nuisance to exist or continue to exist on the Premises.

B. Inspection. Lessee shall permit the City and its agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises.

### **ARTICLE 5 - INDEMNIFICATION**

Lessee agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Premises. This indemnification shall survive the expiration or termination of this Agreement.

### **ARTICLE 6 - DEFAULT**

The failure by Lessee to comply with any provision of this Agreement shall constitute a default of this Agreement. If the City brings suit to enforce any provision of this Agreement or for recovery of the Premises, the City shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

### **ARTICLE 7 - MISCELLANEOUS**

A. Modification. No provision of this Agreement may be amended, modified, revoked, supplemented, waived or otherwise changed except by written instrument duly executed by the Parties.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

C. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

D. Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and no other person or entity shall be a third-party beneficiary thereof.

E. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Agreement shall be brought in Otero County, Colorado.

F. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

G. Successors. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives, administrators, executors and devisees.

H. Assignment and Subletting. Lessee shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the City. Any such assignment or subletting without the City's consent shall be void.

I. No Waiver. A failure of a Party to enforce any term of this Agreement shall not be deemed to be a waiver of any other term of this Agreement.

J. Subordination. This Agreement is and shall be subordinated to all existing and future liens and encumbrances against the Premises.

K. No Joint Venture. Notwithstanding any provision hereof, the City shall never be a joint venture in any private entity or activity which participates in this Agreement, and the City shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

L. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the City may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

M. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF ROCKY FORD, COLORADO

\_\_\_\_\_  
Duane L. Gurulé, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Grasmick, City Clerk

LESSEE

\_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF OTERO            )

Subscribed to and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by  
\_\_\_\_\_.

My commission expires: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

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## TCP Study/Planning - Outreach for Approvals and Kick Off Preparation for Participating Communities

1 message

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McAlexander - GOVOffice, Page <page.mcalexander@state.co.us>  
To: "duane4rockyford@gmail.com" <duane4rockyford@gmail.com>

Thu, Jan 22, 2026 at 2:29 PM

Hi team,

Thank you again for your community's interest in participating with the newly available Thriving Communities Program (TCP) support!

This TCP support **directly pays for eligible transportation-related planning, engineering, and technical studies through state contractors** on behalf of participating communities.

Key Information:

- **No local match or cost to the community for participating.**
- Funds are used to pay qualified consultants (Stantec) directly for approved planning and study work.
- This support is **planning and preparation only**, not implementation or construction.

*These types of deliverables are often required before a community can apply for state or federal implementation funding, so projects which plan to utilize this support to obtain subsequent implementation funding will be prioritized, but not required.*

*Many communities are still undecided and we will support each community in mapping projects to possible funding sources to aid in this decision before phase 2.*

### How the work will happen (two phases)

#### Phase 1: Confirm needs, define scope, and estimate costs

- Working meetings with your staff and/or leadership (and any local partners, planners, or engineers you choose) to develop a **clear scope of planning or study work** and an associated **cost estimate** specific to your community and project.
- Phase 1 results from all participating communities will then be **reviewed together** to look for efficiencies, such as grouping similar work across communities to identify opportunities (e.g., grouping similar work, coordinating travel) to support as many communities as possible within the limited budget.

#### Phase 2: Complete the approved planning and study work

- One task order will be developed for each participating community **based on its approved Phase 1 scope and cost estimate**.
- Consultants will complete the approved studies or plans directly in coordination with:
  - Your designated community point(s) of contact,
  - The program manager (Page McAlexander), and
  - SECED as the local project partner (Morgan Alba lead, Jonathan Silva supporting).
- When it reduces cost or time, similar work may be grouped across communities, but all deliverables remain **community-specific unless specified otherwise**.

### What we need from you now (approval and next steps)

To move forward with Phase 1, we are requesting approval from your governing body for the following:

- Approval to participate in the Thriving Communities Program **for this planning and study work**
- Authorization for **the local signing authority** to approve the Phase 1 agreement on behalf of the community (MOU will be distributed after initial approvals!)
- Permission to share any existing relevant documents or data (as available), such as prior plans, maps, capacity, or basic asset information, to support planning work.

Please place this item on your next available agenda and notify me once action is taken. I am happy to answer any questions by phone or email, or have my project partner/myself attend a community meeting if helpful.

I have also attached to this email both previous outreach documents and guides as relevant to the study and design support as supplemental references.

Thank you!

Page McAlexander (she/hers)

Thriving Communities Program Manager | Governor's Office of Federal Funds and Strategic Initiatives



**COLORADO**  
Governor Jared Polis

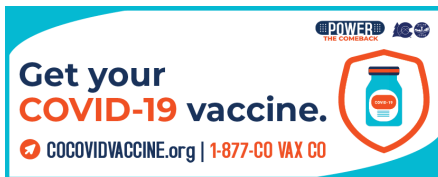
C 217.720.2756

1313 Sherman St, Denver, CO 80203

[page.mcalexander@state.co.us](mailto:page.mcalexander@state.co.us) | [governor.colorado.gov](http://governor.colorado.gov)

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Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.



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**2 attachments**

 **Stantec Plans\_Assessments Summary.docx**  
253K

 **Thriving Communities Program NEW Funding Information - Addendum (1).docx**  
192K

## *Thriving Communities Program NEW Funding Information - Addendum*

### **New Support Now Available (No Match, No Commitment Required)**

Our program has received USDOT approval to use Thriving Communities funds to directly pay for eligible planning, engineering, and technical studies for transportation projects.

#### **This support is:**

- 100% no-cost to your community
- No commitment to pursue future grants or construction
- Available for **any eligible project stage**, from early idea to shovel-ready
- Flexible and tailored to your community's priorities
- No paperwork required to reach out!

Funding is limited, but we want to ensure **every community has a fair opportunity** to access these funds, regardless of limited staff or technical capacity.

#### **Examples of What We Can Fund**

*(All activities must be transportation-related: roads, bridges, sidewalks, transit, safety, resilience, disaster/ weather impacts on transportation)*

- **Conceptual Designs**
- **Feasibility Studies**
- **Cost-Benefit Analyses (CBA)**
- **Preliminary Engineering Reports**
- **Traffic Impact Studies (TIS)**
- **Asset Management Plans**
- **Hazard Mitigation Plans**
- **Examples of other community plans**
  - Community Mobility Plans
  - ADA Transition Plan
  - Bicycle and Pedestrian Plan
  - Safe Routes to School Plan
  - Transit Plan

Based on local feedback and state assessments, the region has identified or may be considering eligible projects such as:

- **Roadway Conditions:** Includes potholes, failing roadbeds, unpaved streets, curbs and gutters, drainage issues, and resurfacing needs.
- **Pedestrian Access / Walkability:** Includes sidewalks, ADA accessibility, school-area walkability, and Main Street or downtown pedestrian safety.
- **Safety on Main Streets / Roadways:** Includes speed mitigation, crossing areas, signage issues, and safety concerns at intersections.

- **Transit / Multimodal Transportation:** Includes regional transit routes, local bus stops or shelters, and improved connections to essential services for residents.
- **Planning/Study Needs:** Includes transportation master planning, drainage studies, street condition assessments, feasibility studies, and other early-stage planning or engineering work needed to advance transportation projects.

These are only starting points. **Your community determines the priorities.**

You are encouraged to bring any new ideas, including early-stage concepts not yet developed.

### **What We Need From You (One Step!)**

You do not need a completed project description, estimate, engineering reports, grant funds identified, match funding, or any formal commitment. We are eager to support any stage of readiness so long as the project remains within the Thriving Communities Program scope.

If you are unsure if your project falls within the support scope, or are already working with CDOT on a project that could benefit from this support, *please* contact myself or Morgan to determine if support may be available. We are working closely with CDOT, SETPR, and other local partners to provide support without replacing or conflicting with existing projects.

I am very much looking forward to hearing from your community in the near future to begin dispersing this valuable direct support to Southeast Colorado!

*This document provides a non-exhaustive list of plans local, tribal, and regional governments may develop in support of prioritized infrastructure investments. For grant applications, plans are useful in presenting why and how governments intend to deliver projects.*

### Project-Specific Planning

- **Conceptual Designs** are created during the initial phase of a project where the overall idea and vision for the project are developed. Conceptual designs can evaluate the feasibility of a project, provide clarity and direction for further planning and support stakeholder engagement related to a project.
  - Cost – wide range depending on project (\$10K-\$100K)
- **Feasibility Studies** determine the practicality and likelihood of success for a proposed infrastructure project. A feasibility study evaluates the viability of the project in terms of technical requirements, financials, and community objectives and considers different delivery strategies to achieve a prioritized project's scope and objectives.
  - Cost – wide range depending on project (typically \$10K-\$100K, but feasibility studies for Bureau of Reclamation approval can be \$500K+)
- **Cost-Benefit Analyses (CBA) or Benefit-Cost Analyses (BCA)** often use inputs from a feasibility study but focus specifically on the economic viability of a project. A BCA must be completed to meet many USDOT/FHWA and FEMA funding program BCA requirements.
- **Preliminary Engineering Reports:**
  - Summarize planning and assessment of capital projects.
  - Determine the best construction project to address an identified public need.
  - Evaluate various aspects of a project, such as function, condition, and capacity.
  - Estimate project costs and environmental impacts.
  - Help communities plan and prioritize major infrastructure improvements and be eligible for certain state and federal funding programs (such as USDA Rural Development and drinking water and clean water state revolving loan funds).
- **Traffic Impact Studies (TIS)** evaluate how a proposed project affects transportation infrastructure and community growth.
- **Economic Impact Studies** evaluate the effects of a project or event on jobs, income, GDP, and taxes. Unlike the CBA/BCA, economic impact studies do not have an explicit viability point (i.e. benefits are found to be greater than costs).
- **Downtown Revitalization Plans** outline actions, costs, objectives, and a timeline for improving a downtown area. Typically, revitalization plans involve or are based on a public visioning process, an economic assessment, and an evaluation of existing conditions.

### Community Planning

- **Comprehensive or Master Plans** guide local policy and inform decisions about where and how development and investment should occur. These plans articulate immediate and long-term infrastructure needs and project prioritization criteria.
- **Capital Improvement Plans** prioritize major, non-recurring physical infrastructure projects for implementation. Capital improvement plans typically cover a shorter, and more defined time period, such as three or five years.
- **Asset Management Plans** involve a system condition assessment and asset inventory audit and result in defined asset management objectives and goals, policies and procedures, and clear

roles and responsibilities. Often asset management plans include maintenance and inspection schedules and the implementation of asset tracking and monitoring systems. Asset management plans can be used to clearly demonstrate and communicate need to funding programs.

- **Hazard Mitigation Plans** identify natural hazards affecting a community, identify actions and activities to reduce losses from those hazards, and establish a process to implement the plan using a variety of resources. To be eligible for non-emergency disaster assistance, FEMA requires state, local, tribal, and territorial governments to have approved and adopted a hazard mitigation plan.
  
- **Examples of other community plans**
  - Community Mobility Plans
  - ADA Transition Plan
  - Bicycle and Pedestrian Plan
  - Safe Routes to School Plan
  - Transit Plan



## **2026-2027 City Council Guiding Principles**

**Adopted January 27, 2026**

### **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.

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Council Member Nanette Mosby

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Council Member Nicole Roberts

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Council Member Nic Martinez

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Council Member Johnny McMurray

---

Council Member Robert Barron

---

Council Member Thomas Mullins

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Mayor Duane Gurulé



**CITY COUNCIL PROCEDURES AND RULES OF ORDER**  
**Adopted January 27, 2026**

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

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

**I. Legislative Body and Officers**

a) City Council

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

b) Mayor – Presiding Officer

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

c) Mayor Pro-Tem

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

d) Temporary Chair

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

## II. Meetings

### a) Regular Meetings

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

### b) Special Meetings

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

### c) Work Sessions

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

### d) Quorum

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

### e) Meetings to be Public

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

f) City Attorney

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

g) City Clerk / Minutes

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

h) Public Comment

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

Procedure for public comment:

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

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

i) Consent Agenda

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

j) General Business

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

k) Council Reports

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

l) Attendance and Absences

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

m) Telephonic/electronic Meetings

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

**III. Agenda**

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

b) Order of agenda

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

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

**IV. Rules of Speaking**

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

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

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

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

### a) Classes of Motions

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

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

### b) Debate on Motions

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

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

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

c) Majority and Supermajority Votes

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

d) Tie Votes; No Right to Abstain

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

e) Conflict of Interest

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

f) Motions to Reconsider

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

## **VI. Procedure in Handling Ordinances and Resolutions**

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

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

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

**VII. Voting**

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

**VIII. Parliamentary Procedure**

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

**IX. Amendments**

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

**X. Variations in Procedures**

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



## **CITY COUNCIL AND BOARDS/COMMISSIONS PROTOCOLS**

**Adopted January 27, 2026**

### **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 prejudice, to work collaboratively, openly discuss and evaluate options, and listen to the concerns of other Council/Board members.
- p. To maintain efficiency, Council/Board Members should simply state their assent, rather than restating a point. The Presiding Officer may move on from duplicative or off-topic comments.
- q. Council/Board Members should ask the Presiding Officer to intervene if the discussion becomes repetitive or off-topic.
- r. Members should feel comfortable communicating the reasoning for their voting decision during the debate. After the decision has been made, all members shall support the body's decision and move forward.
- s. It is improper for any Council/Board member to state or attempt to state the vote or sentiments of any absent Council/Board member.
- t. Council/Boards agree to bring non-substantive changes to items on the agenda to staff outside of a public

meeting and retain substantive items for public discussion with Council/Boards.

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

### **III. Confidential Information**

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

### **IV. Making Public Statements Including Via Social Media**

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

### **V. Council/Boards and City Employee Communications**

- a. Council/Board members will receive information that is substantive and relevant to the Council/Board's policymaking authority.
- b. Email communications by and among Council/Board members are subject to the Colorado Open Meetings and Open Records laws, and therefore, may be subject to disclosure. Council/Board Members shall refrain from communicating on public business items among three or more members and avoid the use of "reply all" to avoid potential violations of the Open Meetings law.

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

## **VI. Council Conduct with Boards**

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

## **VII. Council Meetings with Boards and Commissions**

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

## VIII. Violations

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

# CITY MANAGER'S REPORT



**To: Mayor Gurulé and City Council Members**

**From: Stacey Milenski**

**Date: January 27, 2026**

## **PROPERTIES:**

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

## **NEW/OLD BUSINESS/UPCOMING:**

- 1/19 – City Hall was closed for Martin Luther King Day
- 1/20 – Leadership Team breakfast
- 1/21 – Met with the GOCO contract for an update on the fairgrounds and Crystal Lake project
- 1/21 – Met with one of the property owners who participated in the 50/50 sidewalk replacement project to get feedback on the process
  - To better understand their perspective on the process of the program
  - Learn what worked – what didn't
  - Identify steps that could be improved or missed altogether from beginning to end
  - First year of the program – feedback is helpful as we look for opportunities to strengthen the process of the program in moving forward
  - More information will be provided for the next work session discussion on the program
- 1/26 – Municipal Court @ 6pm
- 1/26 – AVC Participant Outreach Meeting 5:30 – 7 pm
- 1:1 Check-In with the Mayor – A useful tool:
  - Prepare and discuss agenda items
  - Follow up/update on action items
  - Communication and feedback
- Emergency Warming Shelter 1/23-1/26
  - Working with Mary Lee on the use of the Event Center when the YEEHAW task force is looking for space
  - YEEHAW – Yielding Effective Entry to Housing & Well-Being

## **ROCKY FORD MUSEUM**

### **CURATOR'S REPORT**

For December 2025

1/14/26

We had 26 enthusiastic visitors come to the museum for the month of December.

The museum decorated for the Christmas season with an artificial tree, wreaths and decorations.

Our student intern, Ericha Smith, suggested that a black light display be created to show off our numerous rock collection that we have in our display cases. Surprisingly, some of the rocks illuminate well, using black light bulbs. We think this may be well received by the youth of our community.

After the 'Night at the Museum' program, with Warren McClure and Mark Korbitts, we decided to develop our own musical rock display. Warren discovered the museum had several musical rocks. So, we decided to make our own display, with the rocks we have.

Rob Marshall, Curator

Rocky Ford Museum



203 S Main Street  
Rocky Ford, CO  
81067

PH: 719.254.7414  
FX: 719.254.7416

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**Stacey Milenski**  
City Manager

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**Duane Gurulé**  
Mayor

Nanete Mosby  
Ward I

Nicole Roberts  
Ward I

Johnny McMurray  
Ward II

Nicholas Martinez  
Ward II

Robert Barron  
Ward III

Thomas Mullins  
Ward III

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City Clerk  
719.254.7414, ext. 107

Police Chief  
719.254.3344

Fire Chief  
719.254.3322

Public Works  
719.254.7414, ext. 105

Human Resources  
719.254.7414, ext. 110

Parks & Recreation  
719.254.7414, ext. 106

January 22, 2026

RE: Mayor's Report

**Events/Meetings:**

- 1/20: OCLI/OPI
  - No updates
- 1/23: CML Executive Board
  - Amy Tharp, Centennial City Council Member, was appointed to fill vacant executive board seat in the Large Municipality category.
- 1/26: Stacey and I meet for weekly check-in.
- 2/5: Attending AVRMC tour

**Updates:**

- I received a citizen concern about the conditions/upkeep at the Loaf N' Jug. They shared that they submitted complaints to Corporate and received a response that Corporate would look into it. I sent an email to Corporate asking to discuss the concern.
- We will be conducting the annual City Manager Performance Evaluation. The performance evaluation instructions and form will be emailed to Council with a completion deadline of Friday, February 13<sup>th</sup>. We will hold an Executive Session during our February 24, 2026, regular meeting to discuss the performance evaluation with City Manager Stacey Milenski.
- I will be connecting with each council member to schedule monthly one-on-one meetings.
- We will have an Elected Officials training from Sam Light with CRISA at our Tuesday, February 3<sup>rd</sup> work session from 2-3pm. Please plan to attend.

**Mayor's Message:**

*"Go Broncos!"*

Please contact me with any questions or feedback.

Respectfully,

*Duane L. Gurulé*

Duane Gurule  
Mayor, City of Rocky Ford