

CITY OF ROCKY FORD

PUBLIC NOTICE

PURSUANT TO THE LIQUOR LAWS OF THE STATE OF COLORADO

ROCKY FORD CHAMBER OF COMMERCE

Doing business as Chamber of Commerce

WHOSE OFFICERS AND/OR MANAGER ARE:

PRESIDENT: SUSAN BUMSTEAD

EVENT MANAGER: LISA PEREZ

Has requested the Rocky Ford Liquor Licensing Authority of the City of Rocky Ford, Colorado, to grant (2) Special Event Permits

To sell Beer, Wine & Spirituous Liquor for consumption on the

premises of: GOBIN BUILDING, 105 N. Main Street, Rocky Ford on

Wednesday, February 12, 2025 from 5 p.m. to 10 p.m., and

Sunday, February 23, 2025 from 10 a.m. to 10 p.m.

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

On TUESDAY, February 11, 2025 at the City Hall Council Chambers,

203 South Main Street, Rocky Ford, CO. At said time and place, any

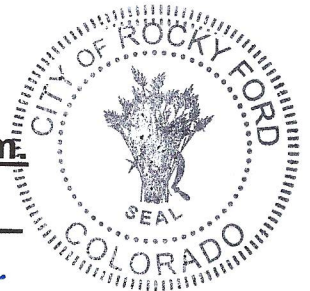
person(s) interested may appear to be heard either for or against the granting of said special event permit.

Date of Application: Januay 30, 2025

Date of Event: WEDNESDAY, February 12, 2025 from 5 p.m. to 10 p.m.

Date of Event: SUNDAY, February 23, 2025 from 10 a.m. to 10 p.m.

City Clerk



SURFACE WATER LEASE CATLIN CANAL

THIS LEASE AGREEMENT, made and entered into this 28th day of January, 2025, by and between the CITY OF ROCKY FORD, COLORADO ("Lessor"), a municipal corporation, which principal office is located at 203 S. Main Street, Rocky Ford, Colorado 81067 and MAYHOFFER FAMILY FARMS, LLC (jointly "Lessee"), whose address is 25510 State Highway 10, La Junta, Colorado 81050.

WHEREAS, Lessor is the owner of Catlin Canal Company shares of water; and

WHEREAS, Lessee desires to lease a portion of said shares of water from Lessor,

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

1. That Lessor does hereby lease and demise unto said Lessee the following shares of water of the Catlin Canal Company:
 - a. 112.3 Untreated Irrigation Shares from Headgate 156
2. To have and to hold said shares hereunto demised unto said Lessee for a term commencing on January 30, 2025 and ending at midnight January 30, 2026.
3. **USE LIMITATIONS.** Lessee understands and agrees that the 112.3 shares set forth in paragraph 1(a) above may be applied only to Catlin Canal system lands as shown in Attachment A attached hereto. Lessee understands that application of said shares to any other land constitutes a violation of the Decree controlling said shares. Application of said shares to any other land shall constitute a material breach of this lease. Lessee agrees to maintain written records of the land upon which the water shares are used and to make such records available to the City of Rocky Ford or the Colorado State Engineer or his employees or agents upon request.
4. **INDEMNIFICATION.** Where Lessee applies any of the 112.3 shares set forth in paragraph 1(a) above to land not shown as Catlin Canal system lands in Attachment A or fails to keep written records of the land upon which the shares are applied, Lessee indemnifies Lessor and holds Lessor harmless with respect to any defense costs and fines, damages or penalties, whether in the form of water or money, imposed on Lessor as a consequence of said use whether a warded through an administrative action or court of competent jurisdiction.
5. Lessee hereby agrees to pay Lessor as rent for said demised shares **\$ Eighty dollars and 0.00 cents (\$80.00) per share**. The total lease payment for the initial term of this lease shall be **\$ Eight thousand nine hundred eighty-four dollars and 0.00 cents (\$8,984.00)**. Payment shall be made by Lessee within seven (7) days of complete signature of approval of this lease. Said payment shall be made out to City of Rocky Ford. Lessee shall send written notice to Lessor confirming that payment has been made.
6. In addition, if any additional assessment should be charged by Catlin Canal Company on the above-described water shares during the term of this lease or any extension thereof, Lessee agrees that it shall be responsible for paying such additional assessment in a timely manner to Catlin Canal Company.
7. **LEASE EXTENSION.** This lease may be extended for an additional term by mutual agreement of both parties by use of a written extension form executed prior to January 30, 2026 along with payment by Lessee for the extended term except that the number of shares shall be amended where, in Lessor's sole judgment, additional water is required at Lessor's surface water treatment plant or cemetery.

DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF:

8. The Lessee shall not sublet or assign in whole, or in part, the rights herein granted.
9. Lessee agrees to obtain the approvals required from the Catlin Canal Company for any headgate changes as well as any other approvals needed from the Catlin Canal Company for use of the herein described shares. Lessor shall not make any headgate changes on the above-described water shares without the prior written approval of the Lessee.
10. Lessee agrees to abide by the operating rules of the Catlin Canal Company as they presently exist or are amended in the future.
11. If payment is not made by the date established above, or if default shall be made in any of the mutual promises, agreements, covenants, and conditions herein contained to be kept by the Lessee, the Lessor may declare this lease terminated by giving written notice thereof to the Lessee and may retain all rents paid by the Lessee under this lease.
12. The Lessor does not guarantee, by virtue of the lease of the above-described shares of water, the delivery of certain amount of water to Lessee. The volume of water available to Lessee shall be that amount produced by the above-described shares as may vary from year to year.
13. The mutual promises, agreements, covenants, and conditions herein contained shall extend to and be binding upon the heirs, legal representatives, successors and assigns of respective parties hereto.
14. Notice. All notices required or provided for in this lease shall be mailed to the other party at its address set forth herein, United States mail, postage pre-paid, certified, return receipt requested. For the purposes of this agreement the addresses of the parties shall be: CITY OF ROCKY FORD, 203 S. MAIN STREET, ROCKY FORD, CO 81067
MAYHOFFER FAMILY FARMS, LLC, 25510 STATE HIGHWAY 10, LA JUNTA, CO, CO 81050.

Either party may change their address by giving notice of such change to the other party as provided for above. Except as may otherwise be provided herein, all notices shall be effective upon receipt.
15. Lessor's Liability Exposure. Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protections provided under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. as amended or as may be amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.
16. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or persons or which otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
17. Domain, termination of lease. If the herein described shares of water shall be taken by right of eminent domain, in whole or in part, for public purposes, then this lease, at the option of either the Lessor or the Lessee shall forthwith

cease and terminate and the rent paid by Lessee shall be forfeited to Lessor; and in such event the entire damages which may be awarded for such taking shall be apportioned between the Lessor and the Lessee, as their interest appear.

18. In the event that the infrastructure of the Catlin Canal Company is rendered completely unable to deliver water for the Lessee's purposes, the lease will immediately terminate. In the event the infrastructure of the Catlin Canal Company is damaged by casualty so that there is a partial inability to deliver water for the Lessee's purposes, the Lessee may, within five (5) days of its learning of such occurrence, terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. In such event, the rent paid by Lessee shall be forfeited to Lessor.

19. This lease constitutes the entire understanding of the parties and there are no other provisions other than set forth above and any changes in this agreement shall be made in writing and signed by both parties in accordance with required contracting procedures before the same shall be effective.

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

LESSEE: MAYHOFFER FAMILY FARMS, LLC


Tami Mayhoffer or Michael Mayhoffer

LESSOR: CITY OF ROCKY FORD, COLORADO

Duane Gurulé
Mayor, City of Rocky Ford

ATTEST:

Rebecca Korinek,
City Clerk City of Rocky Ford

CITY OF ROCKY FORD
02/06/2025 13:48 MHERRERA

CATLIN WATER SHARES

	AMOUNT
DRW016179	
FMSD CATLIN WATER SHARES	8,984.00
MAYHOFFER FAMILY FARMS LLC	
TAMI AND/OR MICHAEL MAYHOFFER	
CATLIN CANAL SHARES	

PAYMENT RECEIVED	AMOUNT
CHECK: 5678	8,984.00
TOTAL	8,984.00

SURFACE WATER LEASE

THIS LEASE AGREEMENT, made and entered into this 9th day of January, 2025, by and between the CITY OF ROCKY FORD, COLORADO ("Lessor"), a municipal corporation, which principal office is located at 203 S. Main Street, Rocky Ford, Colorado 81067 and DWIGHT PROCTOR (jointly "Lessee"), whose address is 24625 CR 23, La Junta,, Colorado 81050.

WHEREAS, Lessor is the owner of Catlin Canal Company shares of water; and

WHEREAS, Lessee desires to lease a portion of said shares of water from Lessor,

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

1. That Lessor does hereby lease and demise unto said Lessee the following shares of water of the Catlin Canal Company:
 - a. 20 Untreated Irrigation Shares from Headgate 156
2. To have and to hold said shares hereunto demised unto said Lessee for a term commencing on January 30, 2025 and ending at midnight January 30, 2026.
3. **USE LIMITATIONS.** Lessee understands and agrees that the 20 shares set forth in paragraph 1(a) above may be applied only to Catlin Canal system lands as shown in Attachment A attached hereto. Lessee understands that application of said shares to any other land constitutes a violation of the Decree controlling said shares. Application of said shares to any other land shall constitute a material breach of this lease. Lessee agrees to maintain written records of the land upon which the water shares are used and to make such records available to the City of Rocky Ford or the Colorado State Engineer or his employees or agents upon request.
4. **INDEMNIFICATION.** Where Lessee applies any of the 20 shares set forth in paragraph 1(a) above to land not shown as Catlin Canal system lands in Attachment A or fails to keep written records of the land upon which the shares are applied, Lessee indemnifies Lessor and holds Lessor harmless with respect to any defense costs and fines, damages or penalties, whether in the form of water or money, imposed on Lessor as a consequence of said use whether awarded through an administrative action or court of competent jurisdiction.
5. Lessee hereby agrees to pay Lessor as rent for said demised shares \$ **Eighty dollars (\$80.00) per share**. The total lease payment for the initial term of this lease shall be **one thousand six hundred dollars and 0.00 cents (\$1,600.00)**. Payment shall be made by Lessee within seven (7) days of complete signature of approval of this lease. Said payment shall be made out to City of Rocky Ford. Lessee shall send written notice to Lessor confirming that payment has been made.

6. In addition, if any additional assessment should be charged by Catlin Canal Company on the above-described water shares during the term of this lease or any extension thereof, Lessee agrees that it shall be responsible for paying such additional assessment in a timely manner to Catlin Canal Company.
7. LEASE EXTENSION. This lease may be extended for an additional term by mutual agreement of both parties by use of a written extension form executed prior to January 30, 2026 along with payment by Lessee for the extended term except that the number of shares shall be amended where, in Lessor's sole judgment, additional water is required at Lessor's surface water treatment plant or cemetery.

DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF:

8. The Lessee shall not sublet or assign in whole, or in part, the rights herein granted.
9. Lessee agrees to obtain the approvals required from the Catlin Canal Company for any headgate changes as well as any other approvals needed from the Catlin Canal Company for use of the herein described shares. Lessor shall not make any headgate changes on the above-described water shares without the prior written approval of the Lessee.
10. Lessee agrees to abide by the operating rules of the Catlin Canal Company as they presently exist or are amended in the future.
11. If payment is not made by the date established above, or if default shall be made in any of the mutual promises, agreements, covenants, and conditions herein contained to be kept by the Lessee, the Lessor may declare this lease terminated by giving written notice thereof to the Lessee and may retain all rents paid by the Lessee under this lease.
12. The Lessor does not guarantee, by virtue of the lease of the above-described shares of water, the delivery of certain amount of water to Lessee. The volume of water available to Lessee shall be that amount produced by the above-described shares as may vary from year to year.
13. The mutual promises, agreements, covenants, and conditions herein contained shall extend to and be binding upon the heirs, legal representatives, successors and assigns of respective parties hereto.
14. Notice. All notices required or provided for in this lease shall be mailed to the other party at its address set forth herein, United States mail, postage pre-paid, certified, return receipt requested. For the purposes of this agreement the addresses of the parties shall be:
CITY OF ROCKY FORD, 203 S. MAIN STREET, ROCKY FORD, CO 81067
DWIGHT PROCTOR, 24625 CR 23, La Junta, CO 81050
Either party may change their address by giving notice of such change to the other party as provided for above. Except as may otherwise be provided herein, all notices shall be effective upon receipt.

15. Lessor's Liability Exposure. Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protections provided under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. as amended or as may be amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.
16. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or persons or which otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
17. Domain, termination of lease. If the herein described shares of water shall be taken by right of eminent domain, in whole or in part, for public purposes, then this lease, at the option of either the Lessor or the Lessee shall forthwith cease and terminate and the rent paid by Lessee shall be forfeited to Lessor; and in such event the entire damages which may be awarded for such taking shall be apportioned between the Lessor and the Lessee, as their interest appear.
18. In the event that the infrastructure of the Catlin Canal Company is rendered completely unable to deliver water for the Lessee's purposes, the lease will immediately terminate. In the event the infrastructure of the Catlin Canal Company is damaged by casualty so that there is a partial inability to deliver water for the Lessee's purposes, the Lessee may, within five (5) days of its learning of such occurrence, terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. In such event, the rent paid by Lessee shall be forfeited to Lessor.
19. This lease constitutes the entire understanding of the parties and there are no other provisions other than set forth above and any changes in this agreement shall be made in writing and signed by both parties in accordance with required contracting procedures before the same shall be effective.
20. IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSEE: DWIGHT PROCTOR

Dwight Proctor

dwrightproctor62@gmail.com

LESSOR: CITY OF ROCKY FORD, COLORADO

Duane Gurulé
Mayor, City of Rocky Ford

ATTEST:

Rebecca Korinek,
City Clerk City of Rocky Ford

CITY OF ROCKY FORD
02/05/2025 14:31 MARLENEVASQ

CATLIN WATER SHARES

DRC019164	AMOUNT
FMSD CATLIN WATER SHARES	1,600.00
DWIGHT PROCTOR FARM ACCOUNT	
24625 COUNTY RD. 23	
LA JUNTA, CO	
LEASE-20 SHARES CATLIN CANAL	

PAYMENT RECEIVED	AMOUNT
CHECK: 13576	1,600.00
TOTAL	1,600.00

SURFACE WATER LEASE

THIS LEASE AGREEMENT, made and entered into this 9th day of January, 2025, by and between the CITY OF ROCKY FORD, COLORADO ("Lessor"), a municipal corporation, which principal office is located at 203 S. Main Street, Rocky Ford, Colorado 81067 and WILLARD BEHM (jointly "Lessee"), whose address is 1001 South 12th Street, Rocky Ford, Colorado 81067.

WHEREAS, Lessor is the owner of Catlin Canal Company shares of water; and

WHEREAS, Lessee desires to lease a portion of said shares of water from Lessor,

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

1. That Lessor does hereby lease and demise unto said Lessee the following shares of water of the Catlin Canal Company:
 - a. 26 Untreated Irrigation Shares from Headgate 156
2. To have and to hold said shares hereunto demised unto said Lessee for a term commencing on January 30, 2025 and ending at midnight January 30, 2026.
3. **USE LIMITATIONS.** Lessee understands and agrees that the 22 shares set forth in paragraph 1(a) above may be applied only to Catlin Canal system lands as shown in Attachment A attached hereto. Lessee understands that application of said shares to any other land constitutes a violation of the Decree controlling said shares. Application of said shares to any other land shall constitute a material breach of this lease. Lessee agrees to maintain written records of the land upon which the water shares are used and to make such records available to the City of Rocky Ford or the Colorado State Engineer or his employees or agents upon request.
4. **INDEMNIFICATION.** Where Lessee applies any of the 22 shares set forth in paragraph 1(a) above to land not shown as Catlin Canal system lands in Attachment A or fails to keep written records of the land upon which the shares are applied, Lessee indemnifies Lessor and holds Lessor harmless with respect to any defense costs and fines, damages or penalties, whether in the form of water or money, imposed on Lessor as a consequence of said use whether awarded through an administrative action or court of competent jurisdiction.
5. Lessee hereby agrees to pay Lessor as rent for said demised shares **\$ Eighty-four dollars and 0.14 cents (\$84.14) per share**. The total lease payment for the initial term of this lease shall be **one thousand eight hundred fifty one dollars and 0.08 cents (\$1,851.08)**. Payment shall be made by Lessee within seven (7) days of complete signature of approval of this lease. Said payment shall be made out to City of Rocky Ford. Lessee shall send written notice to Lessor confirming that payment has been made.

6. In addition, if any additional assessment should be charged by Catlin Canal Company on the above-described water shares during the term of this lease or any extension thereof, Lessee agrees that it shall be responsible for paying such additional assessment in a timely manner to Catlin Canal Company.
7. **LEASE EXTENSION.** This lease may be extended for an additional term by mutual agreement of both parties by use of a written extension form executed prior to January 30, 2026 along with payment by Lessee for the extended term except that the number of shares shall be amended where, in Lessor's sole judgement, additional water is required at Lessor's surface water treatment plant or cemetery.

DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF:

8. The Lessee shall not sublet or assign in whole, or in part, the rights herein granted.
9. Lessee agrees to obtain the approvals required from the Catlin Canal Company for any headgate changes as well as any other approvals needed from the Catlin Canal Company for use of the herein described shares. Lessor shall not make any headgate changes on the above-described water shares without the prior written approval of the Lessee.
10. Lessee agrees to abide by the operating rules of the Catlin Canal Company as they presently exist or are amended in the future.
11. If payment is not made by the date established above, or if default shall be made in any of the mutual promises, agreements, covenants, and conditions herein contained to be kept by the Lessee, the Lessor may declare this lease terminated by giving written notice thereof to the Lessee and may retain all rents paid by the Lessee under this lease.
12. The Lessor does not guarantee, by virtue of the lease of the above-described shares of water, the delivery of certain amount of water to Lessee. The volume of water available to Lessee shall be that amount produced by the above-described shares as may vary from year to year.
13. The mutual promises, agreements, covenants, and conditions herein contained shall extend to and be binding upon the heirs, legal representatives, successors and assigns of respective parties hereto.
14. **Notice.** All notices required or provided for in this lease shall be mailed to the other party at its address set forth herein, United States mail, postage pre-paid, certified, return receipt requested. For the purposes of this agreement the addresses of the parties shall be:
CITY OF ROCKY FORD, 203 S. MAIN STREET, ROCKY FORD, CO 81067
WILLARD BEHM, 1001 SOUTH 12th STREET, ROCKY FORD, CO 81067
Either party may change their address by giving notice of such change to the other party as provided for above. Except as may otherwise be provided herein, all notices shall be effective upon receipt.

15. **Lessor's Liability Exposure.** Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protections provided under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. as amended or as may be amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.
16. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or persons or which otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
17. **Domain, termination of lease.** If the herein described shares of water shall be taken by right of eminent domain, in whole or in part, for public purposes, then this lease, at the option of either the Lessor or the Lessee shall forthwith cease and terminate and the rent paid by Lessee shall be forfeited to Lessor; and in such event the entire damages which may be awarded for such taking shall be apportioned between the Lessor and the Lessee, as their interest appear.
18. In the event that the infrastructure of the Catlin Canal Company is rendered completely unable to deliver water for the Lessee's purposes, the lease will immediately terminate. In the event the infrastructure of the Catlin Canal Company is damaged by casualty so that there is a partial inability to deliver water for the Lessee's purposes, the Lessee may, within five (5) days of its learning of such occurrence, terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. In such event, the rent paid by Lessee shall be forfeited to Lessor.
19. This lease constitutes the entire understanding of the parties and there are no other provisions other than set forth above and any changes in this agreement shall be made in writing and signed by both parties in accordance with required contracting procedures before the same shall be effective.
20. **IN WITNESS WHEREOF,** the parties hereto have set their hands the day and year first above written.

LESSEE: WILLARD BEHM

Willard Behm

Willard Behm

LESSOR: CITY OF ROCKY FORD, COLORADO

Duane Gurulé

Mayor, City of Rocky Ford

ATTEST:

Rebecca Korinek,

City Clerk City of Rocky Ford

CITY OF ROCKY FORD
01/30/2025 11:01 MARLENEVASQ

CATLIN WATER SHARES

DRC019075	AMOUNT
FMSD CATLIN WATER SHARES	1,851.08
WILLARD BEHM	
CATLIN CANAL WATER LEASE 2025	
22 SHARES	

PAYMENT RECEIVED	AMOUNT
CHECK: 205	1,851.08
TOTAL	1,851.08



Ordinance Number: 983

AN ORDINANCE, AMENDING AND REPEALING ORDINANCE #968, REGARDING THE REGISTRATION OF VACANT BUILDINGS AND PROPERTIES WITHIN THE LIMITS OF THE CITY OF ROCKY FORD

WHEREAS, the City Council of the City of Rocky Ford has reviewed Ordinance No. 968, which established a program for the registration of vacant buildings and properties within the City; and

WHEREAS, the City Council of the City of Rocky Ford, Colorado, has determined that Ordinance No. 968 is no longer necessary or in the best interests of the community; and

WHEREAS, after careful consideration, the City Council of the City of Rocky Ford, Colorado, determines that it is in the best interest of the City and community to repeal Ordinance No. 968, in entirety, effective immediately, due to evolving policy priorities and/or reasons deemed appropriate by the Rocky Ford City Council.

NOW THEREFORE, IT IS HEREBY ORDAINED by the City Council of the City of Rocky Ford, that this Ordinance shall be effective immediately.

INTRODUCED, READ, AND PASSED ON FIRST READING at the regular meeting of the Rocky Ford City Council on the ____ day of _____, 2025 and ordered published in full in the Rocky Ford Daily Gazette.

CITY OF ROCKY FORD

Mayor, Duane Gurule

ATTEST:

City Clerk, Rebecca Korinek



CITY OF ROCKY FORD ORDINANCE NO. 984

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKY FORD, CREATING AN ADDITION TO THE ROCKY FORD MUNICIPAL CODE §2-2-10(d), PROVIDING ADDITIONAL CLARITY CONCERNING THE REMOVAL OF ANY ROCKY FORD CITY COUNCIL MEMBER

WHEREAS, the City of Rocky Ford is a Colorado statutory municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the State of Colorado established Colorado Revised Statutes 31-4-209 which provides the local government the ability to compel attendance of members and to punish members for misconduct; and

WHEREAS, beginning in 2025, the Rocky Ford City Council established City Council Guiding Principles, however certain rules for the City Council have relied solely on Colorado state law; and

WHEREAS, the Rocky Ford City Council desires to provide additional clarity regarding the allowable punishment(s) described in C.R.S. §31-4-209.

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

Section 1 An addition to the Rocky Ford Municipal Code, §2-2-10 (d) is hereby created to read as follows:

Rocky Ford Municipal Code §2-2-10 (d) – Removal from Office

- 1) No Rocky Ford City Council Member may be removed from office for misconduct by the Rocky Ford City Council except as provided by the following: Any Rocky Ford City Council Member who willfully absents himself/herself from two (2) consecutive meetings of the Rocky Ford City Council, one of which is a regular meeting, may be removed from office by a quorum of all elected members of the Rocky Ford City Council, or if any Rocky Ford City Council Member ceases to reside within the Rocky Ford City limits, he/she may be removed from office, pursuant to this subsection.

PASSED ON 1st READING, on the 11th day of February, 2025

ADOPTED, the 25th day of February, 2025.

By: _____
Mayor Duane Gurulé

Attest: _____



CITY OF ROCKY FORD ORDINANCE NO. 985

AN ORDINANCE AMENDING SECTION 7-7-510 OF THE CITY CODE TO ALLOW THE KEEPING OF CHICKENS AND BEES WITHIN THE CITY LIMITS, AND SETTING STANDARDS AND REQUIREMENTS FOR SUCH ACTIVITIES

WHEREAS, the City Council recognizes the growing interest among residents in raising chickens and bees for personal use, including egg production, honey harvesting, and promoting local pollination; and

WHEREAS, the City Council seeks to balance the interests of residents in keeping chickens and bees with the need to preserve the health, safety, and quality of life within the City of Rocky Ford; and

WHEREAS, the City Council desires to amend the City's animal regulations to provide a clear and safe framework for the keeping of chickens and bees in designated areas within the limits of the City of Rocky Ford.

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

Section 1. Amend Section 7-7-510(b) to include the following exception for chickens and/or bees:

Sec. 7-7-510. - Animals prohibited within City limits designated; exceptions.

It is unlawful for any person to keep, maintain, possess or harbor at his or her dwelling within City limits, more than a total of four animals over the age of three months. This subsection shall not include fish, birds, or chickens as provided herein.

It is unlawful for any person to keep, maintain, possess, or harbor any livestock such as, but not limited to, horses, mules, donkeys, burros, cattle, sheep, goats, swine, geese, with the exception of chickens, within City limits, subject to the following conditions:

A maximum of 12 chickens may be kept on a residential lot.

(a) Chickens shall be kept in an enclosed, secure area, and such enclosure must meet the requirements outlined in section 2 regarding space, ventilation, and sanitation.

(b) Chickens must be kept in a clean and humane manner, and owners must remove waste regularly to prevent odor or health hazards.

Bees may be kept for personal, non-commercial use on residential lots, subject to the following:

(a) The beehive must be maintained in a manner that prevents swarming or other nuisance behaviors.

(b) Beekeepers must ensure that their hives do not pose a danger to surrounding residents or animals.

(c) It is unlawful for any person to own, keep, maintain, possess, harbor, sell, or in any manner deal or traffic within the City limits in any living exotic, wild, dangerous or unusual animals, whether domesticated or tamed, including but not necessarily limited to the following: Africanized *Apis mellifera* (honey bees); bats of any species; bears of any species; felines, other than ordinary domesticated house cats; gorillas, chimpanzees, orangutans, baboons or any other infra-human primate; any member of the Mustelidae family, except ferrets, including but not limited to fishers, martens, minks, otters, porcupines, raccoons, skunks, weasels and wolverines; poisonous reptiles; wolves, foxes, coyotes or other species of canines other than dogs; any animal or bird which has received state or federal government designation as an endangered species; or any other terrestrial predator or other animal determined to be a public nuisance pursuant to the provisions, procedures, and means of abatement therefor established by the City of Rocky Ford.

- (d) for purposes of this Section, any hybrid or breed mix between wild animals and domestic animals shall be considered a domesticated animal, and as such is allowed. Alleged domestication and keeping of any wild animal not allowed.

This Section shall not apply to the following:

- (a) Zoo or circus authorized by the City of Rocky Ford.
- (b) Any entrant in a rodeo, fair or show authorized by the City of Rocky Ford.
- (c) Temporary maintenance of an animal by a licensed veterinarian during the time necessary for treatment.
- (d) The City animal shelter while holding an animal pending legal disposition of the animal.
- (e) Any animal properly boarded on the Arkansas Valley Fairgrounds.
- (f) Any person lawfully engaged in the operation of a packing house or slaughter house governed by the Colorado Department of Public Health and Environment regulations, who keeps animals or fowl for a temporary period of time not to exceed 72 hours in connection with the operation of such business.
- (g) Any person granted a hardship permit as set forth below so long as the hardship permit remains valid.

Section 2. Enforcement and Penalties:

The City of Rocky Ford shall adopt and enforce the necessary regulations to ensure compliance with this ordinance, including the proper care and maintenance of chickens and/or bees.

Chicken Coop Size Requirement(s): The minimum floor area for a chicken coop shall be three (3) square feet per chicken. The coop must provide enough space for chickens to move freely, perch, and nest.

Ventilation: The chicken coop must have proper ventilation to prevent moisture buildup and to ensure good air quality for the chickens.

Sanitation and Waste Disposal: Waste produced by chickens (manure, bedding, etc.) must be regularly removed from the coop and yard area. Composting or disposal in accordance with local waste management guidelines is encouraged to minimize odors and the potential for disease. Waste must be properly disposed of or composted.

Protection from Predators: The coop must be secure and designed to protect the chickens from predators, including but not limited to, dogs, raccoons, and coyotes.

Yard Space Requirements - Minimum Yard Size: A minimum of ten (10) square feet of yard space per chicken is required for free-range activities. The yard area should be fully enclosed by a fence or barrier to prevent chickens from wandering onto neighboring properties or public areas and designed to prevent chickens from escaping and predators from entering.

Noise: No noise from chickens, including clucking or crowing, shall exceed acceptable decibel limits set by the City of Rocky Ford's noise ordinance.

Odor: Owners must ensure that their chicken coops and yards are maintained in such a way as to prevent offensive odors from emanating beyond the property.

Section 3. Effective Date:

This Ordinance shall become effective on the _____ day of _____, 2025, and shall remain in effect until amended or repealed by the Rocky Ford City Council.

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

ADOPTED by Rocky Ford City Council on the _____ day of _____, 2025.

Duane Gurulé, Mayor
City of Rocky Ford

ATTEST: _____
Rebecca Korinek, City Clerk



RESOLUTION NO. 4 - SERIES 2025

A RESOLUTION ADOPTING A POLICY FOR THE SALE OF ANY ROCKY FORD CITY-OWNED REAL PROPERTY, VEHICLES AND EQUIPMENT

WHEREAS, the City of Rocky Ford recognizes the need for a clear and consistent policy regarding the sale of city-owned property to ensure transparency, fairness, and accountability in the disposition of municipal assets; and

WHEREAS, the City Council desires to establish a formal policy for the sale of such property that balances the City's fiscal responsibility, community needs, and legal requirements; and

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

Section 1. Purpose

The purpose of this resolution is to adopt a formal policy for the sale of city-owned property, vehicles, and equipment in a manner that provides clear guidelines to ensure the disposition of property is handled in a fiscally responsible, transparent, and efficient manner while adhering to legal and ethical standards.

Section 2. Definitions

REAL PROPERTY: Any land, building, or structure owned by the City of Rocky Ford.

VEHICLE: Any motorized vehicle owned by the City of Rocky Ford, including cars, trucks, vans, buses and specialized vehicles.

EQUIPMENT: Any machinery, tools, technology or other movable items owned by the City of Rocky Ford that is no longer in active use.

Section 3. Property Eligibility

This policy applies to all city departments, agencies, and offices involved in the sale or disposal of real property, vehicles, and equipment that are owned by the City of Rocky Ford.

City-owned property may be considered for sale if it is determined that such property is no longer needed for public purposes or municipal use. The following types of property shall generally be eligible for sale:

- a. Surplus real property
- b. Vacant or underutilized land
- c. Property that has been determined to be non-essential for municipal operations or services. Any property that is subject to ongoing legal disputes, environmental hazards, or liabilities shall not be considered for sale until such issues have been resolved.

Section 4. Sale Process

REAL PROPERTY: Before any real property is sold, the Rocky Ford City Council must approve the sale through a formal resolution.

VEHICLES and EQUIPMENT: The responsible department (e.g., Public Works, Parks and Recreation) shall submit a request for approval to dispose of any vehicle(s) and/or any equipment.

PROPERTY VALUATION:

- a. Prior to any sale, the City of Rocky Ford will obtain an independent appraisal or assessment to determine the fair market value of the property.
- b. The Rocky Ford City Council will review the appraisal report to ensure the proposed sale price is reasonable and aligns with market conditions.

PUBLIC NOTICE:

- a. The City of Rocky Ford shall publish a public notice for the sale of any property in a local newspaper and on the official City of Rocky Ford website.
- b. The public notice shall include a description of the property, the terms of sale, and the date of any public hearing or auction, if applicable.

METHOD OF SALE:

- a. The sale may occur via a competitive bidding process, sealed bid or auction, depending on the nature of the property and the terms approved by the Rocky Ford City Council.
- b. The City Council shall determine the method of sale based on the best interest of the city, ensuring transparency and fairness.

PUBLIC HEARING (Optional):

- a. A public hearing may be held to gather input from the community regarding the sale of the property.
- b. Following the hearing, the City Council shall determine whether to proceed with the sale.

Section 5. Sale

TERMS OF SALE:

All property sales shall be conducted under terms that provide the best value for the City of Rocky Ford. Sales shall be conducted in accordance with all applicable laws and regulations, including local ordinances, state statutes, and federal laws governing the disposition of public property. The Rocky Ford City Council shall retain the authority to approve the final terms and conditions of the sale, including the sale price, payment terms, and any restrictions or covenants placed on the property.

Section 6. Proceeds of Sale

The proceeds from any sale of city-owned property shall be deposited into the City of Rocky Ford's general fund or other designated fund as determined by the Rocky Ford City Council and in accordance with the City of Rocky Ford's budgetary guidelines. The Rocky Ford City Council may allocate a portion of any proceeds to specific capital improvement projects or other community-oriented endeavors. Any extraordinary costs incurred in connection with the sale (e.g., marketing, appraisal fees, legal expenses) may be deducted from the proceeds before they are deposited.

Section 7. Effective Date

This resolution shall take effect immediately upon passage.

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

CITY OF ROCKY FORD

Mayor: Duane Gurulé

ATTEST:

City Clerk: Rebecca Korinek

ROCKY FORD MUSEUM

CURATOR'S REPORT

For January 2025

We had 15 visitors come to the museum for the month of January.

I continue work on entering artifacts into our data base. This has been a slow process, but, of course, very much needed element of the museum.

The museum board is currently looking at our mission statement, collection statement and other articles that pertains to the running of the museum. The thought is to improve, rewrite, or keep the same, those documents that reflect the current milieu of our facility. Board member Beth Dodd and President Donna Bush are spearheading this task.

Rob Marshall-Curator

Rocky Ford Museum