



Board of Trustees Regular Meeting Agenda

June 17, 2024 at 5:30 PM

Town Hall - 621 27th Street Road, Garden City, CO 80631

The Board will consider and may act on the following items:

1. **Call to Order**
2. **Roll Call**
3. **Consent Agenda**
 - a. Approve Minutes from June 4, 2024 Regular Meeting
 - b. Approve Treasurer's Report from May, 2024
 - c. Approve Bills Paid
 - d. Approve Bills to be Paid
 - e. Approve J&T Consulting LLC invoice in the amount of \$32,195.85
4. **Public Not on the Agenda Invited to be Heard**
5. **Grants**
 - a. Consider BNK REI LLC Pavement Grant Application
6. **Public Hearing regarding Ordinance 05-2024 An Ordinance Of The Town Of Garden City, Colorado Adopting By Reference Certain Sections Of The "Greeley Municipal Code"**
7. **Ordinances**
 - a. Adopt Ordinance 05-2024 An Ordinance Of The Town Of Garden City, Colorado Adopting By Reference Certain Sections Of The "Greeley Municipal Code"
8. **2626 8th Avenue**
 - a. Reconsider denial of 2626 8th Avenue use by Animal Health International
 - b. Consider timeline to vacate 2626 8th Avenue, if denied in previous item
9. **Approve PTO day for Cheryl Campbell on June 26, 2024**
10. **John Rotherham from Nature's Herbs and Wellness Center and High Plains Strainz regarding Retail Marijuana Hospitality issue**
 - a. John Rotherham from Nature's Herbs and Wellness Center and High Plains Strainz regarding Retail Marijuana Hospitality issue
11. **Update on Builder's FirstSource**
12. **Staff Reports**
 - a. Town Administrator
 - b. Police Chief
 - c. Public Works Director
 - d. Town Attorney
13. **Other Board Issues**
14. **Announcements**
 - a. The CML Annual Conference is Tuesday June 18th through Friday June 21st in Loveland
 - b. On June 26th, there is a 10am site visit to view drainage issue at 500 27th Street
15. **Adjourn**

Garden City Minutes

June 4, 2024

Regular Meeting

Mayor Fil Archuleta and trustees Tim Costello, Alex Lopez, Trustee Leigh Sorensen, Katherine Rodriguez, Sam Parsons and Gary Sorensen were present. Staff present: Town Administrator Cheryl Campbell; Deputy Clerk Lindsay Shoemaker; Public Works Director Brett Bloom and Town Attorney Amy C. Penfold. Police Chief Jeremy Black was absent. Ronica Lara from the White Horse Inn was present. Robert Kearney from 2626 8th Avenue was present.

The Board will consider and may act on the following items:

Consent Agenda

- a. Approve Minutes from May 21, Regular Meeting
- b. Approve Minutes from May 28, Special Meeting
- c. Approve Bills Paid

Tim Costello moved, and Leigh Sorensen seconded to approve the Consent Agenda items a. – c.
7 Aye. 0 Nay. Motion carried.

Public Not on the Agenda Invited to be Heard

There was none.

Liquor

- a. White Horse Inn 2750 8th Avenue Permit Application and Report of Changes to Modify Premises

Ronica Lara represented the White Horse Inn. They are licensing the patio area for when they host events.

Tim Costello moved, and Sam Parsons seconded to approve the White Horse Inn 2750 8th Avenue Permit Application and Report of Changes to Modify Premises.
7 Aye. 0 Nay. Motion carried.

Approve CMCA Institute attendance and tuition payment for Lindsay Shoemaker in the amount of \$1,450

Alex Lopez moved, and Tim Costello seconded to approve CMCA Institute attendance and tuition payment for Lindsay Shoemaker in the amount of \$1,450.

7 Aye. 0 Nay. Motion carried.

Approve Strange Brew Band for Friday Night at Bootleggin' Days in the amount of \$800.00

Tim Costello moved, and Sam Parsons seconded to approve Strange Brew Band for Friday Night at Bootleggin' Days in the amount of \$800.00.

7 Aye. 0 Nay. Motion carried.

Approve Contract from Stumble Monkey Band for Saturday Bootleggin' Days in the amount of \$1000.00

Tim Costello moved, and Sam Parsons seconded to approve the Contract from Stumble Monkey Band for Saturday Bootleggin' Days in the amount of \$1,000.00.

7 Aye. 0 Nay. Motion carried.

Consider land use for Animal Health International at 2626 8th Avenue

Robert Kearney, the owner of the building, was in attendance. The tenant states their sales are wholesale. Wherever a product is delivered to, that is where the sales tax is collected. The tenant never contacted the town about their use and business moving in. 7th avenue was being blocked by their semi-trucks. Their business is majorly distribution and minimal walk in sales. After they are moved in, two semis and two box trucks will be there per day for deliveries. The Town is concerned about 7th avenue not being built for semi-trucks.

Robert Kearney spoke about the building. It is 40,000 SQFT and a challenging spot due to size of the building. Parking has become an issue for any tenant that moves in. He thought Animal Health International would be the answer since there wouldn't be a huge requirement for parking. Low traffic, school bus stop, he spoke to the school district, and they don't have specific requirements for them. He wants to get someone in there to utilize the space and respect the code which is retail sales. Big issues are the roads, curb, gutter and sidewalks. The semis can't get around those. Brett suggested a truck route to reduce road damage. Whether there is a truck route or not, the trucks will tear up the roads, even if the roads are built for it. Attorney Penfold advised that the proposed use is not allowed in the zone and does not benefit the Town.

An ordinance for a truck route will be looked at in the future.

Public safety requests lists of items/chemicals they are housing, if they stay.

Alex Lopez moved, and Katherine Rodriguez seconded to reject the land use for Animal Health International at 2626 8th avenue.

7 Aye. 0 Nay. Motion carried.

Staff Reports

a. Town Administrator

The first mosquito application is late tonight. The CIRSA inspector came out to inspect the roofs. All metal roofs have fared just fine. He did check the PD roof, and it is damaged. The Town will not get a new roof since they are doing a remodel. There are no leaks right now. There is damage to the shed roof that needs to be repaired. AC units need to be repaired as well. If the Town chooses to file a claim, they should be all in one claim.

b. Police Chief

Cheryl gave the Chief's report as he was absent. He is at the Colorado association of chiefs conference in Estes. His vehicle was damaged in the hailstorms in Thornton and Estes over the weekend. SGT Amick graduated from the Public Safety Leadership Development Program. The CBI audit was completed with very good percentages.

NHTCA HVE grant for GCPD for \$10,000. He will apply for the 3rd phase clickit or ticket grant for August. Denied on appeals for two grants. The 1033 audit was complete before he left last week. Tommy Lamb is almost done with FTO. The PD is in the process of hiring another part time officer. FAS is moving in across the street and will be operating at the end of June. SGT Amick is getting a free estimate on the PD from the State.

c. Public Works Director

The Street Rehab project bid meeting is set for June 6th. June 20th is the deadline for all bids. Ben Pu's bass player retired and that's why he won't be able to make it to Bootleggin' Days. Strange Brew band is a great band to cover for him. Plants on 8th Avenue were destroyed in the hailstorm. He will get new ones from Happy Life. Teddy is here full time to help Brett replant the flowers. Light poles in the Community Center Parking lot will be installed next week. He might rent a trencher to help get water to the well at the Community Gardens.

d. Town Attorney

Builder's First source attorneys contacted her. They are proposing that a few board members teleconference with the property owners to be more efficient to resolve the drainage issue. There was no flooding or debris in their parking lot the next morning after the storms last week. Ms. Penfold will go back to the attorney and address scheduling a meeting.

Other Board Issues

Trustee Costello asked about the timeline for the cargo container at Driveline.

Volunteers for Saturday, working the booths. Waiting for Fun Productions to man the booths. Fil, Gary, Leigh, Katherine, Alex and maybe Tim.

Regarding the 2626 8th Avenue business. Because of their lack of retail sales, they are going to be vacating the building. They will have to have some time to vacate and find another building. This will be on the next agenda.

Announcements

- a. The Fun Under the Sun event is Saturday, June 8th from 11am-2pm
- b. There is a work session scheduled for Tuesday June 11, 2024 regarding marijuana retail sales and hospitality licensing
- c. The next regular Board Meeting is Monday June 17, 2024 at 5:30 PM
- d. CML Annual Conference is Tuesday June 18th through Friday June 21st in Loveland

Adjourn

Since there was no further business, Gary Sorensen moved, and Sam Parsons seconded to adjourn the meeting.

Mayor Fil Archuleta adjourned the meeting at 6:40pm.

By _____

Expenditures

Fil Archuleta - Mayor	\$	1,237.49
Gary Sorensen - Trustee	\$	480.57
Sam Parsons - Trustee	\$	377.97
Tim Costello - Trustee	\$	373.47
Alex Lopez - Trustee	\$	599.65
Leigh Sorensen - Trustee	\$	411.29
Katherine Rodriguez - Trustee	\$	628.85
Ace Hardware -Janitorial, PW, parks supplies	\$	192.80
AFLAC - emp pd supplemental insurance	\$	279.00
Agfinity - Fuel	\$	111.49
AgPro Environmental Services - Architectural plans - PD	\$	4,371.31
Amazon Business - office/event/pd/pw's supplies	\$	1,012.55
Alyssa Hewell - Police Officer	\$	4,463.12
Ashley Perez - Police Officer	\$	4,114.77
Atmos Energy - Natural Gas	\$	145.30
Bratton's Office Equipment - Printer R & M	\$	24.00
Brett Bloom - Public Works Director	\$	5,300.74
Brian Jansen - Police Technician	\$	3,558.02
CMCA - Lindsay Shoemaker Institute tuition	\$	1,430.00
CDW Government - PD Receipt Paper	\$	1,480.14
Cheryl Campbell - Town Administrator and reimb town exp	\$	6,537.27
Cintas - Floor Mats, Janitorial sppls /1st Aid sppls	\$	346.01
City of Greeley - Water	\$	301.30
Comcast - Internet and Phones	\$	412.97
Colororodo Department of Revenue - PR WH Taxes/Liquor fee	\$	2,250.49
Eddie Martinez - Tree Grant	\$	800.00
Fidelity HSA	\$	204.18
FPPA - Police Pension	\$	7,324.53
Fun Productions - Kids event carnival games	\$	3,892.26
Generation Web - Web site Maintenance	\$	30.00
Global Payments - credit card processing	\$	426.44
Globe Life Supplemental Insurance	\$	1,226.30
Goldbold Law LLC - Legal	\$	4,280.00
Heidi's White Glove - Bldg Cleaning	\$	990.00
Home Depot Credit Services - Community gardens lumber	\$	496.78
ICMA-RC - Retirement Contributions	\$	5,500.94
Integral Recoveries - fee for collection acct that paid us directly	\$	44.00
Isiah Martinez - Basement soundproofing	\$	2,200.00
Jay Billings - Part-time Police Officer	\$	943.63
Jeremy Black - Police Chief	\$	5,091.23
Johnson Mark LLC - Garnishment	\$	590.28
Joseph Bodine - Prosecutor	\$	2,852.50
Ken Amick - Police Officer	\$	4,893.42
Kennth R Roney - Garnishment	\$	100.00
Law Office of Amy Penfold - Legal	\$	455.00

Lindsay Shoemaker - Deputy Clerk	\$	4,564.20
Mailey Trujillo - Admin Asst	\$	2,518.93
Mark McGarry - Police Officer	\$	3,833.75
MetLife - Employee Benefits	\$	1,370.61
Michael Stewart - Judge	\$	600.00
Minuteman Press - Court signs/ Election signs	\$	353.00
Moffat Paint & Glass - Bus stop glass	\$	278.59
O'Reilly - PD Vehicle R & M	\$	15.99
Prairie Mountain Media - publishing	\$	159.28
ProCode Inc - Building Inspection services	\$	64.94
ProSec - PD monitoring	\$	279.00
Public Sector Health Care Group - Medical Insurance Premium	\$	4,083.46
QuickTrip - Fuel	\$	1,008.43
Sam's Club - Drink, cleaning supplies	\$	322.16
Sendas Communications - Court Interpreter	\$	110.00
Shred It - Shredding	\$	30.00
Stenger and Stenger - Garnishment	\$	27.70
Tatyana's 5 Star Cleaners - PD Uniform altering	\$	375.65
	\$	457.07
Tim Costello - Residential Revitalization Grant	\$	632.59
Town of Johnstown - CML dinner	\$	90.00
United States Treasury - PR Taxes	\$	10,699.20
Verizon Wireless - phones and air cards	\$	605.35
Wash Me Car Washes - PD vehicles R & M	\$	20.00
Waste Management - Trash disposal	\$	208.35
Weld County Communications - Dispatch contract	\$	27,074.32
Weld County Sheriff - Jail Services	\$	113.49
Weld County Treasurer - Treasurer's Fee/Interest payback	\$	253.88
West Weld Mechanical - replace CC HW heater/PD urinal	\$	2,187.50
Xcel Energy	\$	1,576.89
	\$	146,696.39

Revenues

Local Sales Tax	\$	206,899.44
Cigarette Tax	\$	97.72
Interest from Weld County	\$	11.93
Property Tax	\$	24,421.58
Senior/Veterans Tax	\$	210.05
Personal Property Tax Exemption	\$	744.15
Specific Ownership Taxes	\$	218.08
Comcast Cable TV Franchise Fee	\$	454.67
Atmos - Natural Gas Franchise Fee	\$	248.73
Business License	\$	-
Liquor License	\$	30.00
Security Guard License	\$	50.00
Marijuana Permit Fees	\$	-
Building Permit	\$	1,942.13
Pet License	\$	-
Motor Vehicle Registration	\$	137.62
Motor Vehicle Registration Sales Tax	\$	-
Highway Users Tax	\$	1,071.72
Weld County Road and Bridge	\$	-
Records Requests	\$	17.50
Municipal Court Fines	\$	11,745.00
District Court Fines	\$	110.80
Interest from Investment Account	\$	-
Interest from ColoTrust	\$	-
Wholesale Fees	\$	-
Community Center Revenue	\$	-
Special meeting fee	\$	800.00
Royalties from Oil Drilling	\$	-
Other Revenue - Reimburse for unused alcohol/sales tax	\$	70.69
Police Department Grant Payments (CIOT)	\$	1,595.77
	\$	250,877.58

Fund Balances

Checking	\$	210,900.73
Petty Cash	\$	100.00
Cash Drawer for Court Cashier	\$	200.00
PDI	\$	500.00
Investment Account at Stifel	\$	4,145,019.79
Investment Account at ColoTrust	\$	3,853,274.08
	\$	8,209,994.60

2023-2024 Comparison
Expenditures

	2023	2024	2024 % of 2023
January	\$ 206,935.57	\$ 173,948.83	84.06%
February	\$ 173,929.74	\$ 242,583.32	139.47%
March	\$ 137,150.79	\$ 124,681.05	90.91%
April	\$ 120,679.62	\$ 186,602.73	154.63%
May	\$ 123,156.19	\$ 146,696.39	119.11%
June			
July			
August			
September			
October			
November			
December			
Year to Date	\$ 761,851.91	\$ 874,512.32	114.79%

Revenues

	2023	2024	2024 % of 2023
January	\$ 231,671.84	\$ 278,201.45	120.08%
February	\$ 263,583.48	\$ 274,143.49	104.01%
March	\$ 250,382.11	\$ 247,154.90	98.71%
April	\$ 244,540.16	\$ 289,255.93	118.29%
May	\$ 261,692.70	\$ 250,877.58	95.87%
June			
July			
August			
September			
October			
November			
December			
Year to Date	\$ 1,251,870.29	\$ 1,339,633.35	107.01%

Net Revenue

\$ 490,018.38	\$ 465,121.03
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J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80631
303-857-6222

Invoice #: 2983

Bill to:
Town of Garden City
Attn: Cheryl Campbell, Administrator
621 27th Street Road
Garden City, CO 80631

Invoice Date: 6/3/2023
Date Due: 7/3/2023

Project: 2024 Streets Rehab Design Project

JT Project # 23025

Item Description				Amount
	<u>Staff</u>	<u>Hours</u>	<u>Hourly Rate</u>	
Project Initiation and Coordination	JCY	24	\$ 135	
				<i>Subtotal:</i> <u>\$3,240.00</u>
Design Services	JCY	24	\$ 135	\$3,240.00
Construction Drawings for Bidding	TPY	60	\$ 125	\$7,500.00
Construction Specifications and Project Manual for Bidding	TT	60	\$ 115	\$6,900.00
	MK	60	\$ 115	\$6,900.00
	American West Land Survey	Lump Sum		\$4,300.00
				<i>Subtotal:</i> <u>\$28,840.00</u>
				Total: \$32,080.00

Expenses	Quantity	Rate	Amount
Copies (B&W - E-mails, specifications, etc.)	517	\$0.05	\$25.85
11x17 Plots/Copies	40	\$2.25	\$90.00
			Total: \$115.85

Invoice total: \$32,195.85

Thank you for your business!

PAID
23048
JUN 11 2024



GARDEN CITY PAVEMENT IMPROVEMENT GRANT PROGRAM

The Garden City Pavement Improvement Grant Program is for businesses located in Garden City. The Town recognizes that property owners and tenants may need assistance maintaining or upgrading their parking areas. Applications will be accepted and reviewed by the Grant Committee. The applicant will also be required to give a five minute oral presentation to the Grant Committee at a Board meeting to be scheduled with the Garden City Town Clerk. The meeting will be held at the Garden City Town Hall, 621 27th Street Road, Garden City, Colorado. Dates are typically the 1st and 3rd Tuesday of the month, and your application is due by 2:00 p.m. on the Wednesday before the meeting.

A maximum reimbursement of up to 50% of the cost of improvements with a maximum reimbursement request of \$8000. A total of \$20,000 in grants for all businesses can be approved in 2021.

RULES AND REGULATIONS

- Must be located in the Town of Garden City
- Applicants are responsible for acquiring and completing all necessary Town permits.
- Two professional contractor estimates for the cost of the intended improvements must be submitted with each application.
- Reimbursement will be made upon completion of the project and proof that payment has been made for all materials and labor. The documentation must represent the total cost of the project. (Example: applicant is requesting \$3000. The applicant must show \$6,000 in paid bills towards the **approved** expenses.) All costs to be certified by the contractor and accompanied by a lien waiver from said contractor prior to reimbursement by the Town.
- Application must include a list of materials and the process to be used.
- Paving must comply with the written description as approved by the Grant Committee.
- Written approval of property owner must be included in application (if building is leased).
- Property owner must sign a Pavement Improvement Grant Program Agreement (attached for reference).

Work must be completed no later than five (5) months after grant approval or all funds will be forfeited.



GARDEN CITY
PAVEMENT IMPROVEMENT GRANT PROGRAM APPLICATION

PROJECT NAME:

Flats at 9th Ave Apartments

A. APPLICANT

- 1. Name: BNK REI LLC
- 2. Address: 2600 9th Ave Office
- 3. Telephone: Home: _____
Work: 970-541-9691

B. PROJECT INFORMATION

- 1. Building address: 2600 9th Ave.
- 2. If leased, name & address of building owner(s):

Estimate cost at time of application:

Estimated grant payment:

Amended cost of project:

Date of Amendment: _____

Final requested grant payment:

C. PROJECT DESCRIPTION:

Crackseal, sealcoat 22,680 square feet 2 coats, restripe parking lot to existing layout

- Attach proposed paving plans, two estimates and photos of the area before project begins. Projects must include appropriate traffic safety measures. See Rules & Regulations and Checklist for details.
- Applicant must appear before the Board to get approval prior to starting the project and after the project is complete. Call the Town Hall at 970-351-0041 to be put on the agenda.

Project Schedule: Start Date: June 2024 End Date: End of June 2024

Applicant, by virtue of signature on this application document and upon acceptance of funds provided by the Garden City Pavement Improvement Grant Program, agrees to the terms and requirements of the Pavement Improvement Grant Program.

DocuSigned by:
Nate Santillanes
1560E47F724E4D1...

Signature

5/22/2024

Date

ADDENDUM TO GRANT APPLICATION

1.) The applicant hereby agrees that he will not knowingly employ or contract with any undocumented alien to perform work under any purchase order or contract for which grant funds may be made available nor will applicant contract with any subcontractor that knowingly employs or contracts with undocumented workers.

2.) Applicant warrants and agrees that it has or will verify that it does not employ any undocumented aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration Department of Homeland Security or that applicant with otherwise comply with C.R.S. 8-17.5-102 (2)(b)(i).

3.) The applicant shall comply with all reasonable requests made in the course of any investigation by the Colorado Department of Labor and Employment. If the applicant fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq. the Town of Garden City may terminate the above referenced grant for breach of the grant conditions and all payments to applicant may be terminated.

Certified and agreed to this 24th day of May, 2024.

DocuSigned by:
Nate Santillanes 5/24/2024
1560E47E724E4D1

Applicant

Applicant

**GARDEN CITY
PAVEMENT IMPROVEMENT GRANT PROGRAM AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ and the Town of Garden City, Colorado.
(Property Owner)

WHEREAS, the Town of Garden City realizes the importance of the commercial enterprises in the Town and desires to support those commercial interests so as to increase the potential tax revenues to the Town; and,

WHEREAS, the Applicant desires to participate in the Pavement Improvement Grant Program and agrees to the terms and conditions of the program.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Town has approved the application for reimbursement of the paving improvement project outlined in the application and hereby grants a reimbursement amount of _____.
2. The grant recipient agrees to maintain the pavement in satisfactory condition for a period of five (5) years from the date of commencement of the improvements or construction. If grant recipient fails to maintain the pavement in a satisfactory condition, the Town shall be granted permission to repair the pavement and recover the grant funds in addition to the cost of repairs from the grant recipient.
3. Owner hereby agrees with the Town of Garden City that owner will not convert the property to any use other than business or commercial and will continuously operate a commercial enterprise on the property for a period of 5 years after completion of the project and payment of the grant herein described. If the property is converted to non-business or non-commercial uses within such 5 year period of time then a proportionate amount of the grant fund shall be returned to the Town of Garden City.
4. Promptly after the completion of the construction of the improvements in accordance with this agreement, Owner will furnish to the Town an appropriate document, photographs and paid receipts certifying such completion.
5. After 5 years from the date of commencement of the improvements provided for by this agreement, Owner shall be released from any and all liability concerning such grant amount recited above.
6. This Agreement shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties.

DATED: _____

OWNER

ATTEST:

TOWN OF GARDEN CITY

By: _____
MAYOR

DEPUTY CLERK

Black Pearl Asphalt, Inc

TERMS AND CONDITIONS:

- For Paving and/or Patching: while every attempt will be made to ensure proper drainage, we cannot guarantee complete drainage in those areas, paved, or patched, with less than 2% slope. Small puddles may occur.
- Over excavation and replacement of unsuitable subgrade to be performed on an hourly time and material basis.
- Final billing will be determined by field measurement of actual quantities upon completion of the project.
- Any permits, utility locates, staking, or material testing will be furnished by the property owner. (If needed)
- Price may include one mobilization. Additional MOBs will be a minimum of \$350 **up to** \$5,200 (for Paving or Overlays) each. *IF AN ADDITIONAL MOB IS NEEDED DUE TO WEATHER OR EQUIPMENT FAILURE - NO ADDITIONAL CHARGE WILL BE IMPOSED TO CUSTOMER*
- For access to work area, any damage to any existing hard surface and/or landscaped grass or Irrigated areas, which may be traveled on, Black Pearl Asphalt, Inc. will not be responsible for damages.
- Sprinkler systems must be turned off 24 hrs. in advance of work to insure dry pavement.
- Tow charges will apply for relocation or towing of any vehicles left in work area. Customer will be charged on final invoice.
- No vehicles or foot traffic will be allowed in or on the work area. Any damage or overspray from asphalt, equipment or sealer, Black Pearl Asphalt, Inc will NOT be held responsible for repairs. We suggest all vehicles be 50 ft or further from the work site.
- Traffic Control NOT included. An additional charge may apply. BPA will inform customers if this charge applies.
- **Signed estimate and deposit** is required **BEFORE** work is scheduled unless prior arrangement is authorized by a BPA representative.
- Pricing is subject to change due to any price increase from supplier. Final amount(s) to be submitted and authorized prior to scheduling. Estimates/proposals are valid for 30 days only.
- Invoice(s) to customer for work performed, materials and equipment provided shall be due 30 days from invoice date. An interest of 18% after 45 days shall accrue on all invoices past due.
- Customer is liable for all reasonable costs and attorneys' fees incurred by BPA in the collection of any unpaid balance.
- A Lien against the property will be filed on any unpaid Invoice amounts due after 90 Days from invoice date.
- Customer shall not withhold retention.
- Customer shall reveal any specific payment requirements to Black Pearl Asphalt, Inc. (insurance, Davis-Bacon wages, etc.) If any requirements are exposed after completion of project, BPA will add those requirements or hours, to the final invoice.
- BPA reserves the right to hire/contract competent, Insured, Subcontractor(s) to complete requested project. Subcontractor terms, conditions and warranty may vary. Terms and conditions will be sent upon request. If applicable.
- Unless otherwise stated, Black Pearl Asphalt, Inc, will warranty all Patches against adhesion, raveling, and reflective cracking for a period of TWO (2) years from the date of substantial completion.
- Crack Seal adhesion for a period of one (1) year from the date of substantial completion. (BPA suggests an annual assessment of asphalt for proper maintenance schedule).
- Sealcoating and Striping for a period of one (1) year from the date of substantial completion. (NO WARRANTY if sealed prior to May or after September 30th).
- *WARRANTY VALID AFTER INVOICE IS PAID IN FULL. (Please contact the office prior to expiration date on Invoice)*

Black Pearl Asphalt, Inc.
 (970) 493-4380
 www.fortcollinspaving.com
 email: info@fortcollinspaving.com

Please sign, date and return with authorized Estimate. By signing this form, you agree to all terms & conditions and authorize Black Pearl Asphalt, Inc. to perform the work authorized on the approved Estimate only. Any additional requests will need written authorization by customer and BPA.

Printed Name

Signature

Date

Title

Authorized Estimate Number(s)

Black Pearl Asphalt, Inc.

PO Box 272211
Fort Collins, CO 80527
(970) 493-4380
blackpearlasphalt@hotmail.com
www.fortcollinspaving.com

Section 5, Item a.



Estimate

ADDRESS
Nate Santillanes

ESTIMATE 4933
DATE 06/03/2024
EXPIRATION DATE 07/03/2024

CUSTOMER CONTACT
Nate 970-213-9253

PROJECT
2600-2622 9th St-Garden City

ACTIVITY	DESCRIPTION	AMOUNT
Mobilization	(1) Mobilize Crew & Equipment * \$390 per additional Mob if needed.	390.00
Sealcoat	Clean asphalt with forced air blower & steel brooms Spray apply PMM Sealer in 2 coats to Existing Asphalt. 2,686 SY	6,000.00
Crack Seal	Clean Cracks with Forced Air and mechanically remove weeds (if needed). Place & squeegee 300 pounds of hot-pour rubber crack sealer material to cracks in asphalt Seal all cracks 1/8" or larger in asphalt * Go around alligator areas (if applicable) * Some settling will occur.	900.00
Stripe	Stripe To Existing Layout	850.00

Thank you for your business! We accept credit card and ACH payments. A 3% service fee will be added to the invoice. Please contact the office for a secure link. 970-493-4380
We look forward to working with you!
50% Deposit is required prior to scheduling unless other arrangements are made with an Office Manager at Black Pearl Asphalt, Inc. Acceptance of this Estimate verifies agreement to all Terms & Conditions. Please contact the office if you did not receive a copy.

SUBTOTAL	8,140.00
TAX	0.00
TOTAL	\$8,140.00

Accepted By

Accepted Date

Proposal

T Case Construction *and Excavating*

PO Box 403
Johnstown, CO 80534
Phone 970-999-2981

DATE: 3/30/2024

To: Nate

LOCATION: 2600 9th Avenue

DESCRIPTION	AMOUNT
Crackseal	\$1450
Sealcoat 22680 SF 2 Coats	\$4255
Restripe to existing layout	\$870
Total	\$6,575.00

If you have any questions concerning this proposal,
contact Tom at 970-999-2981 or tcaseconstruction@gmail.com.

THANK YOU FOR YOUR BUSINESS!



ORDINANCE NO. 05-2024

AN ORDINANCE OF THE TOWN OF GARDEN CITY, COLORADO ADOPTING BY REFERENCE CERTAIN SECTIONS OF THE “GREELEY MUNICIPAL CODE”

WHEREAS, the Town of Garden City entered into an intergovernmental agreement for treated water service and sewer service with the City of Greeley on April 12th, 2018; and

WHEREAS, pursuant to such agreement the Town of Garden City agreed to adopt and incorporate by reference certain provisions of the Greeley Municipal Code as currently written and may hereafter be amended; and

WHEREAS, the certain provisions of the Greeley Municipal Code pertaining to water service and sewer service have since been amended; and

WHEREAS, the Town of Garden City desires to adopt and incorporate by reference the most recent amendments to the water and sewer service in the Greeley Municipal Code as currently written and may be hereafter amended; and

WHEREAS, the Board of Trustees intends to include future amendments to the Greeley Municipal Code pertaining to certain provisions involving water and sewer service by the passage, adoption and approval of this ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Trustees of the Town of Garden City, Colorado

Section 1. Adoption.

Pursuant to §31-16-202, C.R.S. it is hereby adopted by reference hereto portions of the Greeley Municipal Code adopted by the City of Greeley, 1000 10th Street, Greeley, Weld County, Colorado on the 20th day of December, 1994 and published in 1994 together with all amendments to such Code sections and as such Code existed on the 1st day of May, 2024 and may be hereafter amended:

- (a) Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Service) Article 1 (Generally) Sections 20-62 through 20-84;
- (b) Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Service), Article II (Enforcement) Sections 20-85 through 20-119;
- (c) Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Service), Article III (Water), Sections 20-120 through 20-292;
- (d) Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Service), Article IV (Sanitary Sewers), Section 20-293 through 20-354;
- (e) Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Service), Article V (Restrictions and Requirements), Section 20-355 through 20-390.
- (f) Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Services), Article VI (Industrial Pretreatment), Sections 20-391 through 20-561;

Section 2. Purpose and Scope.

The purpose of adopting the foregoing sections of the Greeley Municipal Code is for the regulation of water and sewer service which regulations are consistent with those of the City of Greeley as the City of Greeley is providing treated, potable water and sanitary sewer service to the Town of Garden City. The proposed Ordinance provides penalties for violation of the Ordinance adopted therein.

Section 3. Penalties.

Every person convicted of a violation of any provision adopted in this Article shall be punished by a fine not exceeding the maximum penalty provided in Chapter 1, Article 4 of the Garden City Municipal Code.

Section 4. Severability.

Should any one or more sections or provisions of this Ordinance or of the primary code adopted by reference be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or the codes adopted by reference hereby, the intention being that the various sections and provisions are severable.

Section 5. Interpretation.

This Ordinance shall be so interpreted and construed as to effectuate its general purpose.

Section 6. Publication.

The Town Clerk shall certify to the passage of this Ordinance and cause notice of its contents and passage to be published and to make a copy of the adopted Code available for inspection by the public during regular business hours.

Section 7. Effective Date.

This Ordinance shall take effect thirty (30) days after publication as required by law.

PASSED, ADOPTED, AND APPROVED, the 17th day of June 2024.

TOWN OF GARDEN CITY

By: _____
Mayor

ATTEST:

By: _____
Town Clerk