



Board of Trustees Regular Meeting Agenda
March 04, 2025 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 February 18th 2025 Regular Meeting
 - [b.](#) Approve Bills Paid
 - [c.](#) Approve Bills to be Paid
 - [d.](#) Approve At Your Service Electric invoice #24371 in the amount of \$2,860.04
 - [e.](#) Approve Dell Technologies invoice for Police MDT in the amount of \$3,295.95
4. **Public Not on the Agenda Invited to be Heard**
5. **Bob Beiersdorf from Allo**
 - [a.](#) Approve Allo Franchise Agreement
6. **Grants**
 - [a.](#) Approve White Horse Inn 2750 8th Ave Commercial Revitalization Grant Application for Security Cameras Final Review and Payment in the amount of \$903.53
 - [b.](#) Approve D&B Lockworks Commercial Revitalization Grant Application with final review and payment in the amount of \$8,000.00
 - [c.](#) Approve D&B Lockworks Pavement Improvement Grant Application with final review and payment in the amount of \$8,000.00
7. **Liquor**
 - [a.](#) El Rodeo Night Club LLC DBA El Rodeo 510 25th Street Tavern with Live Entertainment Liquor License Renewal
 - [b.](#) Approve Pioneer Post Club of Greeley DBA Pioneer Post 2121 Permit Application and Report of Changes Change of Registered Manager
8. **Contracts**
 - [a.](#) Approve Stumble Monkey Contract for Bootleggin' Days in the amount of \$1,000.00
 - [b.](#) Approve Mountain High Disposal Customer's Duties and Liability Waiver- 3-Year Contract
9. **Police Department Items**
 - [a.](#) Officer Salary Schedule
 - [b.](#) Sergeant Salary Schedule
10. **Approve Payment to University of Northern Colorado in the amount of \$2,321.22 for Maria Cardenas Spring semester for MBA in Accounting Analytics**
 - [a.](#) UNC Invoices
11. **Approve Maria Cardenas as State of Colorado Department of Revenue Sales Tax Appointee for the Town of Garden City**

12. **Approve EFT to Fun Productions for two payments in the amount of \$5,175.17 and \$1,636.95**
13. **Public Hearing Regarding An Ordinance For The Regulation Of Traffic By The Town Of Garden City, Colorado; Adopting By Reference The 2024 Edition Of The “Model Traffic Code For Colorado”; Repealing All Ordinances In Conflict Therewith; And Providing Penalties For Violations Thereof**
14. **Ordinances**
 - [a.](#) Adopt Ordinance 04-2025 An Ordinance For The Regulation Of Traffic By The Town Of Garden City, Colorado; Adopting By Reference The 2024 Edition Of The “Model Traffic Code For Colorado”; Repealing All Ordinances In Conflict Therewith; And Providing Penalties For Violations Thereof
 - [b.](#) Adopt Ordinance 06-2025 An Ordinance Approving The Cable System And Services Franchise Agreement Between The Town Of Garden City, Colorado And Allo Communications LLC
15. **Staff Reports**
 - a. Town Administrator
 - [b.](#) Police Chief
 - c. Public Works Director
 - d. Town Attorney
16. **Other Board Issues**
17. **Announcements**
18. **Adjourn**



Board of Trustees Regular Meeting Minutes
February 18, 2025 at 5:30 PM
Town Hall - 621 27th Street Road, Garden City, CO 80631

Mayor Fil Archuleta and trustees Alex Lopez, Leigh Sorensen, Rebecca Moreau, Katherine Rodriguez, Sam Parsons, and Gary Sorensen were present. Staff present: Town Administrator Cheryl Campbell, Deputy Clerk Lindsay Shoemaker, and Town Attorney Amy Penfold. Police Chief Jeremy Black and Public Works Director Brett Bloom were absent. Israel Alarcon from LivWell was present. Timothy Costello was present. Sergeant Ken Amick was present. Maria Cardenas was present.

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

1. Call to Order

2. Roll Call

PRESENT

- Mayor Fil Archuleta
- Trustee Gary Gary Sorensen
- Trustee Leigh Leigh Sorensen
- Trustee Alex Lopez
- Trustee Katherine Rodriguez
- Trustee Sam Parsons
- Trustee Rebecca Moreau

3. Swear in Mckenzie Rowland as Administrative Assistant

4. Consent Agenda

- a. Approve Minutes from February 4th, 2025 Regular Meeting
- b. Approve corrected Treasurer’s Report for December 2024
- c. Approve Treasurer’s Report for January 2025
- d. Approve Bills Paid
- e. Approve Bills to be Paid
- f. Budget to Actual

Motion made to approve the Consent Agenda items a.-f. by Trustee Leigh Sorensen, Seconded by Trustee Rodriguez.

Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

5. Public Not on the Agenda Invited to be Heard

There was none.

6. Grants

- a. Approve 2738 6th Avenue Lane Residential Revitalization Grant Application with Final Review and Payment in the amount of \$188.98
Trustee Moreau recused herself for the next two items. Trustee Moreau applied for a Residential Revitalization Grant to install security cameras.
Motion made to approve 2738 6th Avenue Lane Residential Revitalization Grant Application with Final Review and Payment in the amount of \$188.98 by Trustee Lopez, Seconded by Trustee Parsons.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons
Voting Abstaining: Trustee Moreau
6 Aye. 0 Nay. Motion carried.

- b. Approve 2738 6th Avenue Lane Fence Grant Application with final review and payment in the amount of \$431.42
Trustee Moreau remained recused for this agenda item.
Trustee Moreau applied for a Fence Grant Application for fence repairs.
Motion made to approve 2738 6th Avenue Lane Fence Grant Application with final review and payment in the amount of \$431.42 by Trustee Leigh Sorensen, Seconded by Trustee Parsons.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons
Voting Abstaining: Trustee Moreau
6 Aye. 0 Nay. Motion carried.

- c. Approve White Horse Inn 2750 8th Ave Commercial Revitalization Grant Application for Security Cameras Final Review and Payment in the amount of \$903.53
Motion made to continue White Horse Inn 2750 8th Ave Commercial Revitalization Grant Application for Security Cameras Final Review and Payment in the amount of \$903.53 to the next regular meeting on March 4th, 2025 at 5:30pm by Trustee Parsons, Seconded by Trustee Moreau.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau
7 Aye. 0 Nay. Motion carried.

- d. Approve Residential Revitalization Grant Final Review and Payment from Jerry Griego 2708 7th Avenue Final Review and Payment in the amount of \$233.00
Motion made to approve Residential Revitalization Grant Final Review and Payment from Jerry Griego 2708 7th Avenue Final Review and Payment in the amount of \$233.00 by Trustee Lopez, Seconded by Trustee Rodriguez.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau
7 Aye. 0 Nay. Motion carried.

7. Marijuana

- a. LivWell I LLC DBA LivWell 2647 8th Ave Unit B Retail Marijuana License RL2647-25 Renewal Israel Alarcon addressed the Board.
Motion made to approve LivWell I LLC DBA LivWell 2647 8th Ave Unit B Retail Marijuana License RL2647-25 Renewal by Trustee Parsons, Seconded by Trustee Rodriguez.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

8. Fee Schedule Updates

a. Adopt 2025 Fee Schedule

Motion made to adopt the 2025 Fee Schedule by Trustee Moreau, Seconded by Trustee Leigh Sorensen.

Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

9. Police Department items

a. Consider JustFOIA Proposal

Chris Reid, Police Technician, and Sgt. Ken Amick addressed the Board. JustFOIA is a digital records system that will improve the quality of receiving and releasing records.

Motion made to approve the JustFOIA Proposal by Trustee Lopez, Seconded by Trustee Leigh Sorensen.

Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

b. Approve Crash Champions estimate and invoice in the amount of \$8,589.58

Motion made to approve the Crash Champions estimate and invoice adjusted by CIRSA in the amount of \$8,135.33 by Trustee Parsons, Seconded by Trustee Rodriguez.

Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

c. Approve Garden City Police Department Emergency Management Plan Policy

Motion made to approve Garden City Police Department Emergency Management Plan Policy by Trustee Lopez, Seconded by Trustee Leigh Sorensen.

Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

d. Approve Garden City Police Department Retiree Concealed Firearms Policy

Motion made to approve Garden City Police Department Retiree Concealed Firearms Policy by Trustee Parsons, Seconded by Trustee Rodriguez.

Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

10. Employee Handbook Updates

a. Approve Town of Garden City Employee Handbook Updates

Motion made to approve Town of Garden City Employee Handbook Updates by Trustee Moreau, Seconded by Trustee Leigh Sorensen.

Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau

7 Aye. 0 Nay. Motion carried.

11. Community Center

- a. Approve Community Center Waiver
Motion made to approve the Community Center Waiver by Trustee Lopez, Seconded by Trustee Moreau.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau
7 Aye. 0 Nay. Motion carried.

- b. Approve alcohol rental agreement
Motion made to approve the alcohol rental agreement by Trustee Lopez, Seconded by Trustee Parsons.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau
7 Aye. 0 Nay. Motion carried.

- c. Approve Quality Mixology Services and All Seasons Security Policy
Motion made to approve Quality Mixology Services and All Seasons Security Police by Trustee Parsons, Seconded by Trustee Rodriguez.
Voting Yea: Mayor Archuleta, Trustee Gary Sorensen, Trustee Leigh Sorensen, Trustee Lopez, Trustee Rodriguez, Trustee Parsons, Trustee Moreau
7 Aye. 0 Nay. Motion carried.

12. Bootleggin' Days Update

The Board directed staff to work on a Board tent, door prizes and Bootleggin' Days specific stickers.

13. Ordinances

- a. Adopt Ordinance 05-2025 An Ordinance Amending Article 7 - Alcoholic Beverages And Drugs, Division 2 - Drugs, Chapter 10 - General Offenses Of The Garden City Municipal Code Regarding Drug Paraphernalia
Motion made to adopt Ordinance 05-2025 An Ordinance Amending Article 7 - Alcoholic Beverages And Drugs, Division 2 - Drugs, Chapter 10 - General Offenses Of The Garden City Municipal Code Regarding Drug Paraphernalia by Trustee Lopez, Seconded by Trustee Parsons.
Voting Yea:
Trustee Katherine Rodriguez
Trustee Sam Parsons
Mayor Fil Archuleta
Trustee Leigh Sorensen
Trustee Gary Sorensen
Trustee Rebecca Moreau
Trustee Alex Lopez
7 Aye. 0 Nay. Ordinance 05-2025 adopted.

14. Staff Reports

- a. Town Administrator

Maria has moved into Brett's old office and is now doing all day-to-day duties for finance, including payables and receivables. She is still helping up front too. Kenzie is being trained and will take over dog licenses, building permits and other duties. Allo will be on the next agenda. Maria and Cheryl had a meeting with the CPA and he will be changing some procedures going forward.

b. Police Chief

Sgt Amick gave the Chief's Report. The Police Truck is repaired and back in the fleet. Officer Dudley will be full time in the next week. Office McGarry will be taking his final course for a drug recognition certification. The department is updating policies and looking into grants.

c. Public Works Director

Cheryl gave Brett's Report. Olsson is going to be upgrading the traffic crosswalk lights at no cost to the town.

d. Town Attorney

Ms. Penfold advised the Board of some laws that have passed.

15. Other Board Issues

16. Announcements

- a. Americanism Day is Sunday, February 23rd at noon at the VFW

17. Adjourn

Motion made to adjourn by Trustee Gary Sorensen and seconded by Trustee Sam Parsons.

7 Aye. 0 Nay. Motion carried.

Mayor Archuleta adjourned the meeting at 6:55pm.

Bills Paid

Section 3, Item b.

Town of Garden City

February 12-26, 2025

DATE	NUM	VENDOR	AMOUNT
1020 Cash in Checking			
02/12/2025	23763	Rebecca Moreau	-\$620.40
02/12/2025	23764	Ronica Lara	-\$903.53
02/12/2025	23765	Cintas	-\$65.92
02/18/2025	23767	Cintas-1st Aid	-\$483.88
02/18/2025	23768	Upstate CO	-\$695.00
02/18/2025	23769	At Your Service Electric	-\$2,025.11
02/18/2025	23770	Comcast	-\$414.56
02/18/2025	23771	City of Greeley	-\$191.99
02/18/2025	23772	Sam's Club	-\$911.37
02/18/2025	23773	AWP, Inc.	-\$360.01
02/18/2025	23774	Joseph Bodine	-\$2,047.50
02/18/2025	23775	Public Sector Health Care Group	-\$6,013.79
02/18/2025	23776	Behrtec LLC	-\$2,401.25
02/18/2025	23777	Amazon Business	-\$357.52
02/18/2025	23778	Heidi's White Glove	-\$1,140.00
02/18/2025	23779	Crash Champions, LLC	-\$8,135.33
02/26/2025	23780	Filbert Archuleta	-\$309.37
02/18/2025	EFT	Quiktrip	-\$779.45
02/14/2025	EFT	Payroll	-\$29,441.19
02/14/2025	EFT	ADP	-\$210.63
02/14/2025	EFT	United States Treasury	-\$7,781.08
02/14/2025	EFT	Colorado Department of Revenue	-\$2,130.11
02/14/2025	EFT	Fire & Police Pension Association	-\$4,875.43
02/14/2025	EFT	Fidelity HSA	-\$31.24
02/14/2025	EFT	Mission Square	-\$3,480.16
Total for 1020 Cash in Checking			-\$75,805.82
TOTAL			-\$75,805.82

Bills to be Paid Town of Garden City

	Date	Transaction type	Num	Amount
Adamson Police Products	02/14/2025	Bill	INV429445	140.89
At Your Service Electric	02/11/2025	Bill	24371	2,860.04
Bratton's Office Equipment	02/20/2025	Bill	082657	42.00
Bratton's Office Equipment	02/20/2025	Bill	082658	81.96
Bratton's Office Equipment	02/20/2025	Bill	082656	59.46
Bratton's Office Equipment	02/20/2025	Vendor Credit	01248	-88.23
Cintas	02/26/2025	Bill	4222400448	47.15
D&B Lockworks LLC	02/24/2025	Bill		8,000.00
D&B Lockworks LLC	02/24/2025	Bill		8,000.00
Dell	02/21/2025	Bill	10800854357	3,295.95
Globe Life	02/15/2025	Bill	1129296	1,372.80
Home Depot Credit Services	02/07/2025	Bill		533.71
Michael Stewart	02/20/2025	Bill		600.00
O'Reilly Auto Enterprises, LLC	02/24/2025	Bill	22GD017261-2.24.25	25.00
O'Reilly Auto Enterprises, LLC	02/24/2025	Bill	24GD012051-2.24.25	106.89
Sendas Communications LLC	02/20/2025	Bill		110.00
Verizon Wireless	02/07/2025	Bill	6105426970	40.68
Fun Productions, Inc.	01/22/2025	Bill	230139712	5,175.17
Mark McGarry	02/26/2025	Bill		1,091.85
Amazon Business	02/26/2025	Bill	1VH6-X9GD-77MG	283.55
	TOTAL			\$31,778.87

Accrual Basis Wednesday, February 26, 2025 05:47 PM GMTZ

INVOICE

Section 3, Item d.

AT YOUR SERVICE ELECTRIC

20494 WCR 44

LASALLE, CO 80645

(970) 284-6490

Cell (970) 539-3482

February 11, 2025

TO:

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

Work Performed At:

Christmas Decorations

Lights **5042**

Date Started	Date Completed	Invoice Number
November 26, 2024	January 9, 2025	24371

Description of Work:

1. Hung and removed Christmas Decorations
2. Trouble shot lights

Material:

Line	Material Description	Total \$
1	Lifts x 2	\$510.04
Total Material:		\$510.04

Labor:

Date	Description	Hours
Total Labor:		\$2350.00
Total Labor and Material		\$2860.04

- All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of **\$2860.04. Net 30 days.**



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Section 3, Item e.

Invoice

BILL TO:

TOWN OF GARDEN CITY
ACCOUNTS PAYABLE
621 27TH ST RD
GARDEN CITY, CO 80631-8466

SHIP TO:

TOWN OF GARDEN CITY
ACCOUNTS RECEIVABLE
621 27TH ST RD
GARDEN CITY, CO 80631-8466

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10800854357 Customer No: 81401572 Order No: 1015837545 Page 1 of 3

Purchase Order:	GCPDMDTB21325	Order Date:	02/13/2025
Payment Terms:	45 Days Inv.	Sales Rep:	SHEMOKO_BROOKS
Due Date:	04/07/2025	Contract Code:	C000001122001
Invoice Date:	02/21/2025	Waybill Number:	430308316489

Item Number	Description	Qty	Unit	Unit Price	Amount
210-BCFW	Dell Latitude 5430 Rugged System Service Tags: JGG0F54	1	EA	2,121.72	2,121.72

*Latitude 6450
Computer*

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

		USD
Sub-Total:	\$	3,295.95
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	3,295.95	
Invoice Total:	\$	3,295.95



DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10800854357
Customer Name: TOWN OF GARDEN CITY
Customer No. 81401572
PO No: GCPDMDTB21325
Order Number: 1015837545

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 802816
Chicago, IL 60680-2816

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account <https://mfm.dell.com/>

		USD
Sub-Total:	\$	3,295.95
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	3,295.95	
Invoice Total:	\$	3,295.95
Balance Due:	\$	3,295.95
Amount Enclosed:		

0108008543570000000329595000000814015728



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Section 3, Item e.

Invoice

BILL TO:

TOWN OF GARDEN CITY
ACCOUNTS PAYABLE
621 27TH ST RD
GARDEN CITY, CO 80631-8466

SHIP TO:

TOWN OF GARDEN CITY
ACCOUNTS RECEIVABLE
621 27TH ST RD
GARDEN CITY, CO 80631-8466

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

[VIEW YOUR ORDER DETAILS ONLINE](#)

Invoice No: 10800854357	Customer No: 81401572	Order No: 1015837545	Page 2 of 3
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Purchase Order:	GCPDMDTB21325	Order Date:	02/13/2025
Payment Terms:	45 Days Inv.	Sales Rep:	SHEMOKO_BROOKS
Due Date:	04/07/2025	Contract Code:	C000001122001
Invoice Date:	02/21/2025	Waybill Number:	430308316489

Item Number	Description	Qty	Unit	Unit Price	Amount
379-BERS	Intel Core Processor i5-1145G7, (QC, 2.6 to 4.0 GHz, 28W, vPro)	1	EA	-	-
619-AQLP	Windows 11 Pro, English, French, Spanish	1	EA	-	-
630-AAAXE	No Productivity Software, Exception Only	1	EA	-	-
338-CCRI	Intel® Core™ vPro i5-1145G7 with Iris Xe Graphics	1	EA	-	-
370-AGTG	32GB, 2x16GB, 3200 MHz DDR4 Non-ECC	1	EA	-	-
400-BMRW	512GB M.2 PCIe NVMe Class 35 Solid State Drive	1	EA	309.07	309.07
391-BGGI	14 Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare,Outdoor Viewable,Passive Pen	1	EA	447.93	447.93
583-BILF	English US RGB Backlit Sealed Internal keyboard	1	EA	26.88	26.88
631-ADED	ME Lockout MOD - Manageability	1	EA	-	-
570-AADK	No Mouse	1	EA	-	-
555-BHCC	Intel AX210 WLAN Driver	1	EA	-	-
555-BHCH	Intel Wi-Fi 6E AX210, 2x2, 802.11ax, Bluetooth 5.2 wireless card	1	EA	25.60	25.60
556-BDVM	4G CAT16 - Qualcomm(R) Snapdragon(TM) X20 LTE (DW5821e), eSIM, AT&T, NMEA GPS port	1	EA	-	-
451-BCYL	Primary 3 Cell 53.5 Whr Long-lifecycle 3 Year battery	1	EA	-	-
492-BDEL	90W 461G Type-C EPEAT Adapter	1	EA	19.20	19.20
346-BHQK	No Fingerprint, no Smartcard reader	1	EA	-	-
650-AAAM	No Anti-Virus Software	1	EA	-	-
620-AALW	OS-Windows Media Not Included	1	EA	-	-
450-AAEJ	Power Cord 1M US	1	EA	-	-
340-CXCE	Setup and Features Guide	1	EA	-	-
460-BBEX	No Carrying Case	1	EA	-	-
325-BEIV	Dummy Airbay Cover	1	EA	-	-
430-XYNF	USB Resource Media	1	EA	32.00	32.00
387-BBPC	ENERGY STAR Qualified	1	EA	-	-
817-BBBB	Custom Configuration	1	EA	-	-
658-BFIP	Dell Applications for Windows 11	1	EA	-	-
340-CYJC	Mix Ship, Notebook, 5430 Rugged	1	EA	-	-
389-DXDU	Intel Core i5 non-vPro Processor Label	1	EA	-	-
800-BBQK	BTO Standard Shipment (VS)	1	EA	-	-
389-BCGW	No UPC/EAN Label	1	EA	-	-
319-BBHT	Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	1	EA	185.57	185.57
379-BDTO	EPEAT 2018 Registered (Silver)	1	EA	-	-
340-CKSZ	No AutoPilot	1	EA	-	-
540-BDCC	Dedicated u-blox NEO GPS Card	1	EA	127.98	127.98



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Section 3, Item e.

Invoice

BILL TO:

TOWN OF GARDEN CITY
ACCOUNTS PAYABLE
621 27TH ST RD
GARDEN CITY, CO 80631-8466

SHIP TO:

TOWN OF GARDEN CITY
ACCOUNTS RECEIVABLE
621 27TH ST RD
GARDEN CITY, CO 80631-8466

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10800854357	Customer No: 81401572	Order No: 1015837545	Page 3 of 3
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Purchase Order:	GCPDMDTB21325	Order Date:	02/13/2025
Payment Terms:	45 Days Inv.	Sales Rep:	SHEMOKO_BROOKS
Due Date:	04/07/2025	Contract Code:	C000001122001
Invoice Date:	02/21/2025	Waybill Number:	430308316489

Item Number	Description	Qty	Unit	Unit Price	Amount
590-TFHR	Additional USB-A rear port	1	EA	-	-
325-BEJZ	Additional TBT/Type-C port	1	EA	-	-
750-ADPK	Rigid handle	1	EA	-	-
808-6796	ProSupport Plus: Next Business Day Onsite, 2 Years Extended	1	EA	-	-
808-6797	ProSupport Plus: Next Business Day Onsite, 3 Years	1	EA	-	-
808-6805	Dell Limited Hardware Warranty Initial Year	1	EA	-	-
808-6826	ProSupport Plus: Accidental Damage Service, 5 Years	1	EA	-	-
808-6827	ProSupport Plus: Keep Your Hard Drive, 5 Years	1	EA	-	-
808-6845	ProSupport Plus: 7X24 Technical Support, 5 Years	1	EA	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1	EA	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	1	EA	-	-

To make a payment or access your account details online, please visit MyFinancials at <https://mfm.dell.com>

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Town of Garden City (hereinafter, "Town" or "Franchising Authority") and ALLO Communications LLC (hereinafter, "Grantee").

The Town, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.2. "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.3. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.4. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.5. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.6. "Franchise Area" means the present legal boundaries of the Town as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.7. "Franchising Authority" means the Town or the lawful successor, transferee, designee, or assignee thereof.

1.8. "Grantee" shall mean ALLO Communications LLC

1.9. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any truces, fees or assessments imposed or assessed by any governmental authority.

1.10. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.11. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such

structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its

relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile of the existing Cable System. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC

notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5 %) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the

Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 - Transfer of Cable System or Franchise or Control of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 9 - Insurance and Indemnity

9.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

9.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 10 - System Description and Service

10.1. **System Capacity.** During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

10.2. **Service to School Buildings.** The Grantee shall provide free "Basic" Cable Service and free installation at one outlet to each public and private school, not including "home schools," located in the Franchise Area within 125 feet of the Grantee's distribution cable.

10.3. **Service to Governmental and Institutional Facilities.** The Grantee shall provide free "Basic" Cable Service and free installation at one outlet to each municipal building located in the Franchise Area within 125 feet of the Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by

Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 11 - Enforcement and Termination of Franchise

11.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

11.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

11.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

11.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of

the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require.

11.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 12- Competitive Equity

(A) The Grantee acknowledges and agrees that the Town reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Town; provided, the Town agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Public, Education and Government access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the

regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) Notwithstanding any provision to the contrary, at any time that a non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then Grantee may seek modification as per (A) above, or the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Town of Garden City
Attn: Town Clerk
621 27th St Rd
Garden City, CO 80631

To the Grantee:

ALLO Communications LLC
Attn: Legal
330 S 21st St
Lincoln, NE 68510

13.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Colorado, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Colorado, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

Dated this 4th day of March, 2025.

Town of Garden City:

By:

Name:

Title:

For ALLO Communications LLC:

By:

Name:

Title:

GARDEN CITY
COMMERCIAL REVITALIZATION GRANT PROGRAM

PROJECT NAME:

Camera upgrades

Estimate cost at time of application:	<u>\$1807.05</u>
Estimated grant payment:	<u>\$903.53</u>
Amended cost of project:	_____
Date of Amendment:	_____
Final requested grant payment:	_____

A. APPLICANT

- Name: Ronica Lara / White Horse
- Address: 2750 8th Ave G.C. CO.
- Telephone: Home: 970-347-1345
Work: _____

B. PROJECT INFORMATION

- Building address: 2750 8th Ave
- If leased, name & address of building owner(s):

C. PROJECT DESCRIPTION:

Add 2 cameras
Upgrade 2 camera's

- Attach revitalization plans (schematics, construction drawings, etc.) Designs must include materials to be used and color choices. 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: 10.31.24 End Date: 12/16/25

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

Rhona
Building Owner

2.5.25
Date

Building Tenant

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 5th day of Feb, 2025



Applicant

Applicant

First Class Security Systems, LLC
3835 W 10th St., Ste. 100C
Greeley, CO 80634-1551

Billed To:

White Horse Inn
 2750 S 8th Ave
 Greeley, CO 80631

For Service At:

White Horse Inn
 2750 S 8th Ave
 Greeley, CO 80631

INVOICE NO.	INVOICE DATE	TERMS	DUE DATE	PO NO.	ACCOUNT NO.
150521	1/9/25	Net 15 Days	1/24/25		

Date	Description	Hrs/Qty	Rate	Amount
11/18/24	Turret Cameras - Color 24x7 - CMHT1722NW-28CF (one camera will be removed if it is under warranty)	4	110.00	440.00T
12/16/24	Labor for Kitchen camera - Connect existing camera to system. *Price lowered for later start	2	175.00	350.00
	Labor for Outdoor North Side Camera- removed 3.5 see below 11.18	0	115.00	0.00
	Labor for two camera replacements- removed 1 hr, see below for 11.18	0	115.00	0.00
11/18/24	Wire and Connections		35.00	35.00T
10/31/24	Labor Upgraded front and back patio camera. Ran wire for kitchen camera. Need to run wire and install new front camera. *Three hours removed (6.5 total)	3.5	115.00	402.50
11/18/24	Labor ran wire and installed new camera out front. Checked on camera 12 since Ronica said it was going and out. Voltage is good and re-did BNC end. Talked to Ronica about kitchen cam, can come on a Thursday or Friday morning at 5-6:30 before anyone else would be there.	4.75	115.00	546.25
12/16/24	Labor installed kitchen camera (camera 23) and turned off live view. Showed Ronica how to manage sharing settings for cameras on app. Re-did BNC ends on 2 other cameras to clear up images. 1.5 hours on Dec 16th. Wire ran Nov 18th	0	0.00	0.00

Please include your invoice number on all payments. Unless otherwise specified, payments are due 15 days from the INVOICE DATE. Outstanding balances over 60 days incur a 1.5% late fee, accruing monthly, and over 90 days are subject to collections, and incur a substantial processing fee. Established in 1983, First Class Security Systems is a long-standing accredited business of the Better Business Bureau. Thank you for your continued business; it is greatly appreciated.			Sales Tax (7.01%)	\$33.30
			Invoice Total	\$1,807.05
FCSS Office Hours: Mon-Fri 8AM-4:30PM	Sales, Scheduling, & Service	Central Station Phone No.	Payments/Credits	\$0.00
(970) 339-2449	(970) 339-2449	(855) 207-4007	Balance Due	\$1,807.05



**GARDEN CITY
COMMERCIAL REVITALIZATION GRANT PROGRAM**

The Garden City Commercial Revitalization Grant Program is for businesses located in Garden City. Each building used primarily for business in Garden City is eligible for a grant award. The Town recognizes that property owners and tenants may need assistance making costly improvements and enhancements to the exterior of their buildings. Applications will be accepted and reviewed by the Grant Committee. The applicant will also be required to give a five (5) 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. Please check with the Town Clerk to see if there are funds available.

POTENTIAL USES OF FUNDS:

- Historic renovation
- Removal of false facade
- Chemical removal of paint from brick facades
- Stucco, new or restoration
- Painting (all colors must be approved)
- Window or door replacements or repairs
- Repointing of mortar joints for bricks or stone
- Signs (including the removal of old signs, and/or the design and installation of new signs) in accordance with the Garden City Sign Code.
- Awnings/canopies (including the removal of old awnings and canopies and installation of new awnings and canopies)
- Landscaping
- Exterior doorways facing the street
- Creating or Updating Outdoor Spaces for Customers (applies only to permanent materials and fixtures)

GARDEN CITY
COMMERCIAL REVITALIZATION GRANT PROGRAM

PROJECT NAME:

D+B Lockworks

Estimate cost at time of application:

Estimated grant payment:

Amended cost of project:

Date of Amendment: _____

Final requested grant payment:

A. APPLICANT

- Name: David Seal
- Address: ~~2621 8th Ave~~ 626 Keystone Dr
- Telephone: Home: 720-585-4828
Work: 970-330-1030
Severance CO 80550 ←

B. PROJECT INFORMATION

- Building address: 2621 8th Ave
- If leased, name & address of building owner(s):

C. PROJECT DESCRIPTION:

Tri-Plex Building

- Attach revitalization plans (schematics, construction drawings, etc.) Designs must include materials to be used and color choices. 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: 11/22 End Date: 6/24

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

 2/13/2025
Building Owner Date

Building Tenant 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 13 day of Feb, 2025.



Applicant

Applicant

**GARDEN CITY
COMMERCIAL REVITALIZATION GRANT PROGRAM
FACADE EASEMENT AGREEMENT**

THIS AGREEMENT, made this 13 day of February, 2025, by and between David Seel 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 Town of Garden City believes it would be in the best interests of both the Town and the businesses in Garden City to provide a method whereby improvements and enhancements to the exterior of buildings in Garden City and particularly along 8th Avenue, would revitalize the Garden City business district to the benefit of both the business owners and the Town of Garden City; and,

WHEREAS, the Town has determined that matching funds to business owners for making improvements to the exterior of their buildings in the Town, thereby enhancing the appearance of the business district, would meet the aforementioned objectives.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Town will accept the business owners application for reimbursement of improvements to Owner's property as specifically outlined in the application for a total reimbursement amount of \$_____.
2. Owner thereby grants to the Town of Garden City an easement for the exterior of Owner's building and improvements on the premises including, but not limited to, the improvements provided for under Owner's application, all of which constitute the exterior facade of Owner's building.
3. Construction of the improvements must commence no later than _____ and shall be completed no later than five (5) months after such commencement date.
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 and photographs certifying such completion.
5. The grant recipient agrees to maintain the exterior of the building 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 building in a satisfactory condition, the Town shall be granted

permission to repair the exterior of the building and recover the grant funds in addition to the cost of repairs from the grant recipient.

6. Owner agrees for himself, his heirs, successors and assigns, that he shall not make any alterations to the exterior or facade of the building after completion of the improvements without prior approval of the Town. Routine maintenance work that does not make any material alteration of the appearance of the exterior of the building shall be permitted.

7. In the event that Owner violates the conditions of this Facade Easement, the Town may demand and Owner shall pay to the Town the amount of the grant given to Owner of the aforementioned improvements.

8. After five (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.

9. This Agreement shall not be applicable in the event the building is damaged by wind, flood, fire or other catastrophe to the extent the facade must be removed or completely renovated.

10. This Agreement shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties.

DATED: 2/13/2025



OWNER

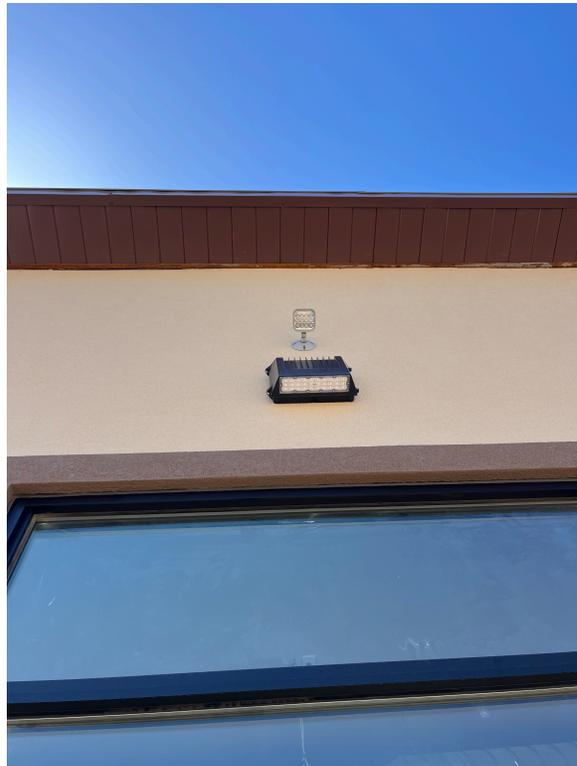
TOWN OF GARDEN CITY

BY: _____

MAYOR

ATTEST:

DEPUTY CLERK





Bilrite Sign Service, Inc

4315 Industrial Parkway
 Evans, CO 80620
 Fax: 970-353-0318
 sales@bilritesign.com

Section 6, Item b.

BID PROPOSAL

Date: 4/17/2024

Expires: **

Customer: DB Lockworks

Attn: Chris and David Steel

Job Address: 2621 8th Ave

City: Garden City State: CO Zip: 80631

Phone: 970-330-1030 Email: dblockworksllc@gmail.com

Job Reference: Front Lit Wall Sign

Sales Person: Stefni Fraser

Email: stefni@bilritesign.com

Description of work to be performed:	PRICE:
We will manufacture 1 front lit wall sign. Letter size 25" tall. Logo box size 47.5" tall x 60.2" wide. Sign will be made using 5" .040 black aluminum returns with a 1" black trim cap. Letters will be mounted to an external raceway which will house the power supply and wiring to the sign. The faces will be 3/16" thick white acrylic with High Performance 3M translucent vinyl applied for the color. The sign will be internally lit using white LEDs. Design and layout as per drawing.	\$6,866.00
We will install the front lit wall sign on the wall above the main entrance to the suite. We will flush mount the letters directly to the building frontage above the entrance to the suite.	\$1,200.00
Staff time to secure sign permit	\$95.00
**Due to the volatility of material prices, this quote is correct today. Upon receipt of deposit, we will check current material prices and adjust the price as needed. Thank you for your understanding.	

Please note the following conditions apply unless stated otherwise above:	Subtotal:	\$8,161.00
• Electrical service to sign(s) must be provided by licensed electrician contracted by the customer	Estimated Permit Fee:	\$167.25
• All signs are subject to property owner and government approval	Estimated City Tax:	\$167.71
• Production will be scheduled once property owner and government approval has been received	State Tax:	\$199.11
• Production schedule and deadlines are approximate and subject to weather and unforeseen delays	TOTAL:	\$8,695.07
• Any required licensed engineer's review, stamp, and/or changes will be an additional charge		
• Permit fees are based on a standard permit, any special reviews or additional fees required to procure permit will be additional		
• Sign removals do not include painting and/or repair of the building, building surfaces, and/or mounting structure		
• Landscaping, landscape repair, and removal of concrete footings is excluded from scope of work		

Customer Authorization: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined below.

Terms: 50% down, balance due upon completion

Visa/MasterCard are accepted up to \$2,500. Any amount over \$2,500 will be assessed a 3% fee and added to the final balance due.

Purchaser: _____ Signature: _____

Billing Address: _____

This order will be scheduled for production when we have ALL required information, signed authorization, deposit, and approvals.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents, or delays beyond our control. Our workers are fully covered by Workman's Compensation.

The Maine Sign LLC
2986 W. 29th St, Unit 8
Greeley, CO 80631
970-339-5859
office@themainesign.com
www.TheMaineSign.com

Invoice



BILL TO
D&B Lockworks

SHIP TO
D&B Lockworks
Chris - 970-330-1030
dblockworkslc@gmail.com
David

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
76506	10/07/2024	\$0.00	11/01/2024	

P.O. NUMBER
storefront decals

SALES REP
kevin

PROOF
yes

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
5	Decals	red decals for upper windows 59x23"	160.20	801.00T
2	Premask	white HP 26x19" logos for front doors	70.25	140.50T
4	View thru	59x83" view thru window coverings for 4 large windows	646.00	2,584.00T
1	Install	Installation charge	200.00	200.00

PAID

Thank you for your business!

SUBTOTAL	3,725.50
TAX	247.14
TOTAL	3,972.64
PAYMENT	3,972.64
BALANCE DUE	\$0.00

Pay invoice

Turn Key Builders LLC.

PO Box 189
Eaton, CO 80615

Section 6, Item b.

Date	Invoice #
11/1/2023	Nov23-2

Bill To
Freedom Investments

P.O. No.	Terms	Project

Item	Description	Rate	Amount
Contract Labor	Framing Labor - Tenant Finish	1,078.07	1,078.07
MATERIAL	Framing Materials - Tenant Finish	7,183.85	7,183.85
HVAC	Heating & Cooling Rough In	67,036.93	67,036.93
Stucco	Stucco Materials, Labor & Stone	18,261.93	18,261.93
Utilities	Xcel Utilities	34.45	34.45
MATERIAL	Misc Material	73.45	73.45
credit	Credit for payment made towards tenant finish	-51,441.08	-51,441.08
Total			\$42,227.60

Turnkey Builders
PO Box 189
Eaton, CO 80615 USA
csanger@turnkey-builders.com

INVOICE

BILL TO
Free Rides
Freedom Investments

INVOICE # June24-10
DATE 06/05/2024
DUE DATE 07/05/2024
TERMS Net 30

DATE		DESCRIPTION	QTY	RATE	AMOUNT
03/13/2024	Insulation	Insulation	1	18,668.10	18,668.10
04/11/2024	Insulation	Insulation	1	5,691.90	5,691.90
05/09/2024	Stucco	Remainder Stucco - Final	1	19,144.00	19,144.00

BALANCE DUE **\$43,504.00**



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. See the current resolution for this year for budgeted amount.

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:

D+B Lockworks

A. APPLICANT

- 1. Name: David Seel
2. Address: 626 Keystone Dr Severance CO 80550
3. Telephone: Home: 720-585-4828 Work: 970-330-1030

B. PROJECT INFORMATION

- 1. Building address: 2621 8th Ave Garden City
2. If leased, name & address of building owner(s):

Form with fields: Estimate cost at time of application, Estimated grant payment, Amended cost of project, Date of Amendment, Final requested grant payment.

C. PROJECT DESCRIPTION:

Tri-Plex Building

- Attach proposed paving plans, two estimates and photos of the area before project begins.
• Applicant must appear before the Board to get approval prior to starting the project and after the project is complete.

Project Schedule: Start Date: 11/22 End Date: 6/24

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.

Signature [Handwritten Signature]

Date: 2/13/2025

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 13 day of Feb, 2025.



Applicant

Applicant

GARDEN CITY
PAVEMENT IMPROVEMENT GRANT PROGRAM AGREEMENT

THIS AGREEMENT, made this 13 day of February, 2025, by and between
David Seal 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: 2/13/2025



OWNER

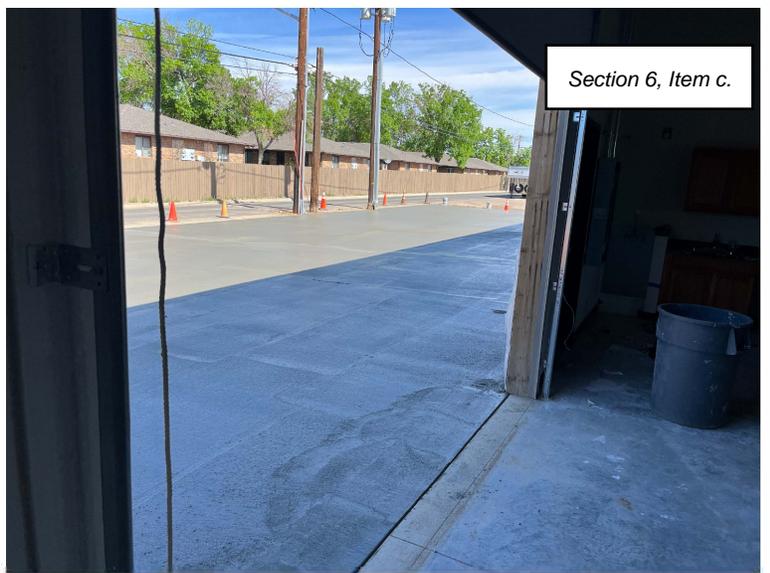
ATTEST:

TOWN OF GARDEN CITY

By: _____

MAYOR

DEPUTY CLERK



March 4th 5:30

Section 6, Item c.

Turnkey Builders
PO Box 189
Eaton, CO 80615 USA
csanger@turnkey-builders.com

INVOICE

BILL TO
D&B Lockworks
Freedom Investments

INVOICE # July24-01
DATE 06/28/2024
DUE DATE 07/28/2024
TERMS Net 30

DATE		DESCRIPTION	QTY	RATE	AMOUNT
03/25/2024	PLUMBING	FINAL PLUBMING	1	3,601.62	3,601.62
06/24/2024	Labor	Misc Labor - Site Management, Windows, Trim, Signage	1	2,784.14	2,784.14
06/26/2024	Concrete	Concrete Labor - North, South, East, West Sides, handicap ramp, bollards	1	33,875.02	33,875.02
	Misc materials	Misc. Material - Paper towel holders, signage	1	100.88	100.88
	Concrete	Concrete Materials	1	34,028.93	34,028.93

PAID

PAYMENT	74,390.59
BALANCE DUE	\$0.00

Section 7, Item a.

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

EL RODEO
510 25TH STREET
Garden City CO 80631

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check

Uploaded to MoveIt on Date

Paid Online

Licensee Name

EL RODEO NIGHT CLUB LLC

Doing Business As Name (DBA)

EL RODEO

Liquor License Number

03-07766

License Type

Tavern (city)

Sales Tax License Number

32695133

Expiration Date

04/19/2025

Due Date

03/05/2025

Business Address

Street Address

510 25TH STREET

Phone Number

3039465841

City, State, ZIP Code

Garden City CO 80631

Mailing Address

Street Address

510 25TH STREET

City, State, ZIP Code

Garden City CO 80631

Email

esmevargas03@gmail.com

Operating Manager

Gustavo Perez

Date of Birth

10/14/1983

Home Address

Section 7, Item a.

Street Address		Phone Number
[Redacted]		[Redacted]
City	State	ZIP Code
[Redacted]	[Redacted]	[Redacted]

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned

Rented*

*If rented, expiration date of lease

[Redacted]

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Section 7, Item a.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....

Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....

Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Gustavo Perez

Title
Owner

Signature

Date (MM/DD/YY)

[Handwritten Signature]

02/06/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Town of Garden City

Title
Mayor

Attest

Signature

Date (MM/DD/YY)

[Signature]

[Date]

Section 7, Item a.

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Gustavo Perez

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

E1 Rodeo Night Club LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Section 7, Item a.

E1 Rodeo Nighth Club LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

[Redacted]

[Redacted]

Street Address

510 25th Street

City

State

ZIP Code

Arden City

CO

80022

Printed name of person signing on behalf of the Applicant/Licensee

Gustaw Perez

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

Gustaw Perez

2/6/2025

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Section 7, Item a.

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FW: Inspection Results for FIP2303-0051 AT 510 25TH ST

From Maria Cardenas <mcardenas@gardencityco.gov>

Date Mon 2/10/2025 12:37 PM

To Lindsay Shoemaker <lshoemaker@gardencityco.gov>; Cheryl Campbell <ccampbell@gardencityco.gov>

FYI

-----Original Message-----

From: RYAN.ALEXANDER@GREELEYGOV.COM <RYAN.ALEXANDER@GREELEYGOV.COM>

Sent: Friday, February 7, 2025 1:10 PM

To: Maria Cardenas <mcardenas@gardencityco.gov>; Esmevargas03@gmail.com;
trakitautoemail@greeleygov.com

Subject: Inspection Results for FIP2303-0051 AT 510 25TH ST

To Whom It May Concern:

The FI MEDIUM RISK inspection at 510 25TH ST for permit FIP2303-0051 has a status of PASSED.

No violations or concerns

Thank you

Greeley Fire Department
Community Safety Division
1100 10th Street Suite 100
Greeley CO, 80631
970.350.9510



Time In: 12:00 PM
Time Out: 12:45 PM

FOOD ESTABLISHMENT INSPECTION REPORT

Facility Name: EL RODEO NIGHT CLUB-COMMISSARY	Owner: EL RODEO NIGHT CLUB, LLC
Address: 510 25TH ST GARDEN CITY CO 80631-7142	
Date: 05/30/2024	Inspection Type: Routine

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Risk factors are important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public health interventions are control measures to prevent foodborne illness or injury. *Required field.
 Compliance status to be designated as IN, OUT, NA, NO for each numbered item.
 IN = in compliance OUT = not in compliance NO = not observed NA = not applicable COS = corrected on site R = repeat violation

No.	Status	Category	COS	R
Supervision				
1*	IN	Person in charge present, demonstrates knowledge, and performs duties		
2*	N/A	Certified Food Protection Manager		
Employee Health				
3*	OUT	Management, food employee and conditional employee; knowledge, responsibilities, and reporting	X	
4*	IN	Proper use of restriction and exclusion		
5*	IN	Procedures for responding to vomiting and diarrheal events		
Good Hygienic Practices				
6*	IN	Proper eating, tasting, drinking, or tobacco use		
7*	IN	No discharge from eyes, nose, and mouth		
Preventing Contamination by Hands				
8*	IN	Hands clean and properly washed		
9*	IN	No bare hand contact with ready-to-eat food or a pre-approved alternative procedure allowed		
10*	IN	Adequate handwashing sinks properly supplied and accessible		
Approved Source				
11*	IN	Food obtained from approved source		
12*	N/O	Food received at proper temperature		
13*	IN	Food in good condition, safe, and unadulterated		
14*	N/A	Required records available: molluscan shellfish identification, parasite destruction		
Protection from Contamination				
15*	N/A	Food separated and protected		
16*	IN	Food contact surfaces; cleaned and sanitized		
17*	IN	Proper disposition of returned, previously served, reconditioned, and unsafe food		
Time/Temperature Control for Safety				
18*	N/A	Proper cooking time and temperatures		
19*	N/A	Proper reheating procedures for hot holding		
20*	N/A	Proper cooling time and temperatures		
21*	N/A	Proper hot holding temperatures		
22*	IN	Proper cold holding temperatures		
23*	N/A	Proper date marking and disposition		
24*	N/A	Time as a Public Health Control; procedures and records		
Consumer Advisory				
25*	N/A	Consumer advisory provided for raw/undercooked food		
Highly Susceptible Populations				
26*	N/A	Pasteurized foods used; prohibited foods not offered		
Food/Color Additives and Toxic Substances				
27*	N/A	Food additives: approved and properly used		
28*	IN	Toxic substances properly identified, stored, and used		
Conformance with Approved Procedures				
29*	N/A	Compliance with variance/specialized process/HACCP		

Facility Name: EL RODEO NIGHT CLUB-COMMISSARY

GOOD RETAIL PRACTICES				
Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects in foods. "OUT" marked in box if numbered item is not in compliance. *Required COS = corrected on site R = repeat violation				
No.	Status	Compliance Check	COS	R
Safe Food and Water				
30	IN	Pasteurized eggs used where required		
31	IN	Water and ice from approved source		
32*	N/A	Variance obtained for specialized processing methods		
Food Temperature Control				
33	IN	Proper cooling methods used; adequate equipment for temperature control		
34*	N/A	Plant food properly cooked for hot holding		
35*	N/A	Approved thawing methods used		
36	IN	Thermometer provided and accurate		
Food Identification				
37	IN	Food properly labeled; original container		
Prevention of Food Contamination				
38	IN	Insects, rodents, and animals not present		
39	IN	Contamination prevented during food preparation, storage and display		
40	IN	Personal cleanliness		
41	IN	Wiping cloths; properly used and stored		
42	IN	Washing fruits and vegetables		
Proper Use of Utensils				
43	IN	In-use utensils: properly stored		
44	IN	Utensils, equipment and linens: properly stored, dried, and handled		
45	IN	Single-use/single-service articles: properly stored and used		
46	IN	Gloves used properly		
Utensils, Equipment, and Vending				
47	IN	Food and non-food contact surfaces cleanable, properly designed, constructed, and used		
48	OUT	Warewashing facilities: installed, maintained, and used; test strips		
49	IN	Non-food contact surfaces clean		
Physical Facilities				
50	IN	Hot and cold water available; adequate pressure		
51	IN	Plumbing installed; proper backflow devices		
52	IN	Sewage and waste water properly disposed		
53	IN	Toilet facilities; properly constructed, supplied, and cleaned		
54	IN	Garbage and refuse properly disposed; facilities maintained		
55	OUT	Physical facilities installed, maintained, and cleaned		
56	IN	Adequate ventilation and lighting; designated areas used		

Inspection Result: Pass

PASS: 0-49 points

RE-INSPECTION REQUIRED: 50-109 points

CLOSED: 110+ points

<https://inspections.myhealthdepartment.com/weldcounty>

OBSERVATIONS:**3. Management, food employee and conditional employee; knowledge, responsibilities and reporting:**

Observation: Facility does not have a written employee illness policy. A written employee illness policy is required that specifically addresses the responsibility of employees to report information regarding their health and activities as they relate to diseases that are transmissible through food to management.

Corrected by providing sample illness policy to manager. **(Corrected on Site)**

This is a Priority item 2-201.11 (A), and (C) - Responsibility of Permit Holder, Person in Charge, and Conditional Employees (P)

48. Warewashing facilities: installed, maintained , and used; test strips:

Observation: Found ph test strips instead of quaternary ammonia sanitizer test strips for sanitizer in use. Test strips for sanitizer shall be available for use at all times. Correct as soon as possible, follow-up at next inspection.

Correct by 06/09/2024

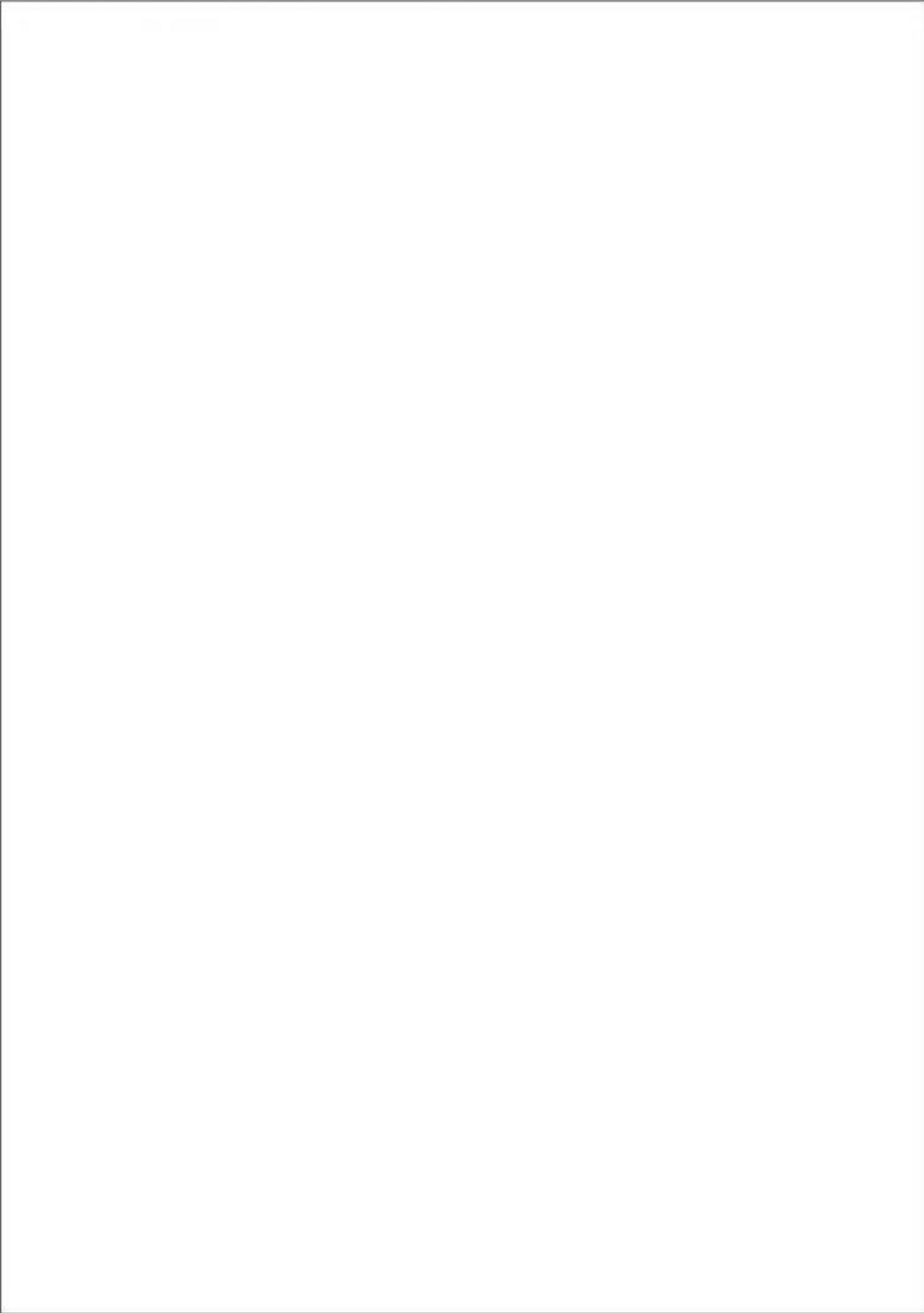
This is a Priority Foundation item 4-302.14 - Sanitizing Solutions, Testing Devices Provided (Pf)

55. Physical facilities installed, maintained, and clean:

Observation: Floors are in disrepair in some areas of the facility (around walk-in cooler in kitchen). Floors shall be maintained clean and in good repair. Correct as soon as possible, follow-up at next inspection. **Correct by**

05/30/2025

This is a Core item 6-201.11 - Floors, Walls and Ceilings-Cleanability (C)





REQUEST FOR SERVICE

Date of Request 2/6/2025 Citizen/Business Name El Rodeo Night Club
 Time of Request 12:15 PM Citizen/Business Address 510 25th St, Garden City
 Employee Maria Cardenas Citizen/Business Phone/Email 303-946-5841

- | | | |
|--|---|---|
| <input type="checkbox"/> Abandoned Vehicle | <input type="checkbox"/> Sidewalk | <input checked="" type="checkbox"/> Liquor License Renewal Inspection |
| <input type="checkbox"/> Animal Control | <input type="checkbox"/> Sign | <input type="checkbox"/> MMJ Center Renewal Inspection |
| <input type="checkbox"/> Snow Removal | <input type="checkbox"/> Water | <input type="checkbox"/> Code Violation |
| <input type="checkbox"/> Speeding | <input type="checkbox"/> Weeds | <input type="checkbox"/> Occupancy Inspection |
| <input type="checkbox"/> Street Cleaning | <input type="checkbox"/> Trash | <input type="checkbox"/> Water/Sewer Line Break |
| <input type="checkbox"/> Street Light | <input type="checkbox"/> Records | <input type="checkbox"/> Insect/Pest Problem |
| <input type="checkbox"/> Street Patching | <input type="checkbox"/> Traffic Problem | <input type="checkbox"/> Other (Please Describe) |
| <input type="checkbox"/> Parks | <input type="checkbox"/> Drainage Problem | |

Date(s) / Time / Location of Occurrence: _____

Description of Request/Problem/Concern: El Rodeo Night Club is on the agenda for their liquor license renewal on March 4th. Please forward any concerns or corrections.

Directed To: ProCode

Action Taken: Stopped by and did find a handful of receptacles that need to be GFCI protected. I informed owner and he will get those fixed over the weekend and we will stop by again next week to verify corrections have been made.

Date of Action Taken: 2/7/2025 Employee: Eric Weber



REQUEST FOR SERVICE

Date of Request 2/6/2025 Citizen/Business Name El Rodeo Night Club
 Time of Request 12:15 PM Citizen/Business Address 510 25th St, Garden City
 Employee Maria Cardenas Citizen/Business Phone/Email 303-946-5841

- | | | |
|--|---|---|
| <input type="checkbox"/> Abandoned Vehicle | <input type="checkbox"/> Sidewalk | <input checked="" type="checkbox"/> Liquor License Renewal Inspection |
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| <input type="checkbox"/> Street Light | <input type="checkbox"/> Records | <input type="checkbox"/> Insect/Pest Problem |
| <input type="checkbox"/> Street Patching | <input type="checkbox"/> Traffic Problem | <input type="checkbox"/> Other (Please Describe) |
| <input type="checkbox"/> Parks | <input type="checkbox"/> Drainage Problem | |

Date(s) / Time / Location of Occurrence: _____

Description of Request/Problem/Concern: El Rodeo Night Club is on the agenda for their liquor license renewal on March 4th. Please forward any concerns or corrections.

Directed To: ProCode

Action Taken: All GFCI code violations previously mentioned have been corrected.

Date of Action Taken: 2/10/2025 Employee: Eric Weber



GARDEN CITY POLICE DEPARTMENT

To: GC Admin and Trustees, Town of Garden City
From: Chief J. Black, Garden City Police Department
Date: Liquor License Renewal Application, El Rodeo Nightclub
Attached: List of Officer Incidents at Address 510 25th Street

The Garden City Police Department responded to thirty-four (34) calls for service in the last year at the El Rodeo Nightclub. Two of these calls that were responded to had potential alcohol related issues as an underlying basis including a DUI Hit and Run auto accident in the parking lot and a medical response for an intoxicated female. Neither call could be directed attributed to service issues at the nightclub. El Rodeo has not been investigated for alcohol related issues at this time as it has not been warranted due to volume and credible information.

The staff have generally responded to calls at an acceptable level. It is apparent that the correlation with calls on location is often dependent upon the quality of security staff on-scene, and El Rodeo has seen a significant reduction in calls for service in comparison from years past. Several security guards have been put on notice regarding having their town identification present when they are working. The bar and security ownership have also been advised on this issue and all involved know this is a zero tolerance position taken by this department.

There were no concerns during the physical inspection at the bar.

The Garden City Police Department does not object to the request for renewal of the liquor license for this establishment.

Respectfully,

Jeremy Black GC501
GCPD Police Chief
621 27th Street. Rd.
Garden City, CO 80631



GARDEN CITY POLICE DEPARTMENT

LIQUOR ENFORCEMENT WORKSHEET

Inspection Report
 Incident Report CR# 256D00107

License Trade Name <u>DBA El Rodeo</u>	Licensee Name <u>El Rodeo Night Club LLC dba</u>
License #/Type <u>03-0776</u>	Date of Report/Incident <u>2-7-25</u>
Address <u>510 25th St.</u>	Person Contacted <u>Esmeralda Vazquez</u>
Garden City, CO 80631	Telephone # <u>303-946-5515</u>

	Yes	No	N/A		Yes	No	N/A
State Liquor License Posted	X			Manager Registered	X		
State Sales Tax License Posted	X			Licensee in Control of Premises	X		
Town Liquor License Posted	X			Trade Name Properly Registered	X		
Federal Form 11* call 800-392-2822	X			Premises Physical Control Adequate	X		
Food Service License Posted	X			Acceptable Dispensing System	X		
Minor Warning Sign Posted	X			Off Premises Storage Licensed		X	
Meals and Snacks Available	X			Only Permitted Items Sold	X		
Cleanliness Adequate	X			Alcohol from Permitted Source	X		
Books & Invoices Available	X			Discuss Sales of Liquor to Minors	X		
Alcohol Beverage Stock Acceptable	X			Discuss Sales to Intoxicated Persons	X		

Warning Follow Up Inspection

[Signature] 2/7/2025
 Licensee/Representative Signature Date

Violation			Date			Time		
Subject		DOB	Hgt	Wgt	Eyes	Hair		
Clothing				DL/ID#		State		
Address		City		State	Zip	Evidence Yes No		
H/W Phone		Summons #		Court Date		Photos Yes No		

Narrative No violations. In compliance

Officer [Signature] # 503

Date: 2-7-25

Permit Application and Report of Changes

Current License Number BL # 1021
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee \$ 75.00

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		Present License Number <u>14-01503-0001</u>
2. Name of Licensee <u>PIONEER Post club of Greeley</u>		3. Trade Name <u>PIONEER Post 2121</u>
4. Location Address <u>2514 7th AVE</u>		
City <u>Greeley</u>	County <u>WELF</u>	ZIP <u>80631</u>

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> • License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input checked="" type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE 	<ul style="list-style-type: none"> <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea) 150.00 <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee
Section B – Duplicate License	
<ul style="list-style-type: none"> • Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00 	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	TOTAL AMOUNT DUE \$ _____
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Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name <u>TRAVY ROWE</u> New manager's name <u>Holly-J FRAIZER</u></p> <p>(b) Date of Employment <u>03/06/2024</u></p> <p>Has manager ever managed a liquor licensed establishment? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____ _____</p> <p>(b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Old Trade Name</td> <td style="width:50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p>Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature <i>[Handwritten Signature]</i>	Title <i>QUALTER MASTER</i>	Date <i>FEB 19, 2025</i>
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Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County) <i>Town of Garden City</i>	Date filed with Local Authority <i>Feb 24th 2025</i>
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Signature	Title <i>Mayor</i>	Date
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Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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STUMBLE MONKEY PERFORMANCE CONTRACT

This contract is made on this day of **February 18, 2025**, between

Garden City Business Association (Operator) and **STUMBLE MONKEY (Band)** for the hiring of Band as independent contractors to perform for Operator at **Bootlegin' Days**, located at the address:

621 27th Street Road, Garden City, CO, 80631

It is agreed as follows:

1. **Place, Date, and Time of Show.** The parties agree that the time and place of Show will be Venue, located at the address **621 27th Street Road, Garden City, CO, 80631**, on the **23rd** day of **August, 2025** from **4:00-7:00pm**.

2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Any additional songs, that are not already in Band's list of known songs submitted to Operator, that are chosen by Operator to be played at event must be determined and submitted to Band no later than one month prior to event and Operator will be charged \$100 per new song selection as compensation for time taken by individual members to learn Operator selected songs. Additional song selections fee will thereby be added to final compensation at the point of final payment. Show will last a minimum of **3 hours (180 minutes)** consisting of two sets with one twenty minute break in between sets.

3. **Payment.** Compensation for the Show will be **\$1000** dollars, plus any additional song fees, payable by cashier's check, personal check, or cash. A 0% deposit of Fee is due upon signing of this contract. This is a required condition for the contract to proceed; if a 0% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 100% of Fee is due immediately prior to Band's Show, but may be made earlier. If paying by check, please make the check out to Craig Lucero

4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be canceled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 0% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 100% of Fee. If Show is canceled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to event held by Operator, in which case Band must refund any Fees collected up to that point.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 0% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** Operator will provide Band with complimentary food and drink consistent with the inherent nature of the event.

7. **Parking.** Operator will secure sufficient parking for all Band member's vehicles (5) within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.

9. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

10. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

11. **Arbitration/Settlement Disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.larimermediation.org> and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

12. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

13. **Interpretation.** Agreement will be interpreted according to the laws of Colorado.

14. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: Craig Lucero

Band's Representative typed name and title: **Craig Lucero**

Band's typed name: **STUMBLE MONKEY**

Operator's Representative Signature: _____

Operator's Representative typed name and title: _____



Customer's Duties and Liability Waiver 970-834-1144

Locally Owned and Operated

www.mountainhighdisposal.com

Customer acknowledges that it has the care, custody and control of the equipment owned by Mountain High Disposal and accepts responsibility for the equipment and its contents while it is on customer's property. Therefore, customer agrees to indemnify and hold harmless Mountain High Disposal from and against any and all claims for loss of damage to property, injury or death of person or persons resulting from or arising in any manner of customers use, operation or possession of any equipment furnished under this agreement. Customer acknowledge Mountain High Disposal employees may drive company vehicles on customers property and accepts responsibility for any and all damage that may occur from Mountain High Disposal. This includes damage to roads, culverts, fences, landscaping, or other areas that the truck may contact while attempting to service the customer's container. Furthermore, customer will warrant that all waste placed in the container, is of nonhazardous nature and that no liquids will be placed in container. Also, tires and batteries are not acceptable in the roll off dumpster.

Customer Signature

Date

Customer Name _____

Service Address _____

CUSTOMER NAME City Of Garden City
ATTENTION Brett Bloom
ADDRESS 621 27th St. Road
CITY Garden City
STATE Co
ZIP CODE 80631
TEL NO. 970-576-4508

SITE NAME Town Hall , Community Center
ADDRESS 621 27th St. Road , 620 27th St Rd
CITY Garden City **STATE** Co
ZIP CODE 80631
PHONE # 970-576-4508
APPROVED BY Justin
CONTACT Brett Bloom



15416 HWY 14
 AULT, CO 80611
 970-834-1144

Section 8, Item b.

Mountain High Disposal Customer Service Agreement

ACCOUNT NUMBER

N/O	TYPE	SIZE	QUANTITY	SERV FREQUENCY	DELIVERY FEE	MONTHLY RATE	EXTRA LIFT	OVERAGES	LENGTH OF CONTRACTS
	Comm.	2yd	1	1x weekly	waived delivery fee	82.50	\$100.00	\$85 for items outside of can only Limit 5 Tons 50 per ton overage Max 8 Tons Over 10 Tons= 100 per Ton	3yr
	Comm.	3yrd	1	1x weekly	waived delivery fee	95.00	If extra pick up is requested		3yr
	Comm.	30yrd	8	will call	waived delivery fee				Seasonal, 450.00 Per Container Dump

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: _____
 (AUTHORIZED SIGNATURE) TITLE

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authority to sign the Agreement on the behalf of Customer

 (AUTHORIZED SIGNATURE)

 CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

TERMS AND CONDITIONS

OFFICE USE ONLY

START DATE 02/26/25
DELIVERY DATE 04/28/25
COMMENTS 4 30yrd For Spring Cleanup
 4 30yrd For Fall Cleanup
 to be placed at will call

Services. The Customer grants to Company the exclusive to collect and dispose of all Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials") and Company agrees to furnish such services.

Materials. The Waste Materials shall not contain any hazardous materials, waste or substances; toxic substances wastes or pollutants; contaminants, pollutants; infectious wastes; medical waste; or radioactive wastes (collectively, "Excluded Waste"), each as define by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs, and reasonable attorneys' fees) collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

30yrd Placement: 2 at a time.
 Serviced will call. weekend Service

Title. The company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

**TERMS AND CONDITIONS (Continued from other side)**

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$100 for each check submitted by Customer that is an insufficient funds check or is returned or dishonored. Customer shall pay the Company within 30 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request and it requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may from time to time by notice to Customer increase the rates provided in this Agreement to adjust for any increase in; (a) disposal costs; (b) transportation costs due to a change in location of Customer of the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Material's above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. The company may increase rates for reasons other than those set forth above with the Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services,

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment the Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend, and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation, or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. The company may charge an additional fee for any additional collection service required by the Customer's failure to provide access.

DAMAGE TO PAVEMENT. The company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces from Company's providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company, If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breached this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) 3 months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including riots, terrorist acts, compliance with Applicable Laws or governmental orders, or acts of God, shall not constitute a breach of this Agreement.

ATTORNEY'S FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorney's fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or processing.

TERM. The initial term of this agreement shall start on the date of this agreement and continue for 36 months thereafter. Any notice of termination under this Agreement by customer shall be void unless sent via certified mail, return receipt requested, and received by Company,

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials, This Agreement shall be binding upon and insure solely to the benefit of the parties assigns. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall be modified to be valid, legal, and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be assigned thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the consents of this Agreement, as though it were original.



**Garden City Police Department
Officer Salary Schedule
February 2025**

GCPD Law Enforcement Salary Schedule (Officer)								
Step Level	Starting	Year 1	Year 2	Year 3	Year 4	Year 5	Leadership Academy	Associates Degree
Step 0	\$80,000							
Step 1		\$82,400						
Step 2			\$84,872					
Step 3				\$87,418.16				
Step 4					\$90,040.71			
Step 5						\$92,741.93		
Step 6							\$95,524.19	
Step 7								\$98,389.92

The above salary schedule shall be the standard salary schedule for Garden City Police Department starting March 4th, 2025. The additions of salary steps 6 and 7 are set with the following conditions:

Step 6 – An officer must complete the Supervision of Police Personnel program through Northwestern University Center for Public Safety or attend the FBI Leadership Academy.

Step 7 – An employee must complete step 6 and then obtain or may already possess an associate’s degree from an accredited collegiate program. Once an employee obtains step 6, step 7 is received the following merit year.

To attain each step requires that the employee have a positive yearly evaluation and no written reprimands or other higher demerit during the evaluation period. The evaluation period shall be from the employee’s anniversary date until the following anniversary date.

Hired employees with five years of previous sworn law enforcement patrol experience or equivalent may be considered a lateral hire and shall enter the scale at step 2.

If an employee leaves the department and is rehired within 60 days, they will maintain their previous status. Any employee rehired after 60 days may be considered a lateral employee. They shall retain the appropriate level for a lateral officer unless they had not met the lateral status from their prior employment period.



GARDEN CITY POLICE DEPARTMENT

Garden City Police Department Police Sergeant Salary Schedule February 2025

GCPD Law Enforcement Salary Schedule (Officer)								
Step Level	Starting	Year 1	Year 2	Year 3	Year 4	Year 5	Leadership Academy	Bachelor's Degree
Step 0	\$95,200							
Step 1		\$98,056						
Step 2			\$100,998					
Step 3				\$104,028				
Step 4					\$107,149			
Step 5						\$110,363		
Step 6							\$113,674	
Step 7								\$117,084

The above salary schedule shall be the standard salary schedule for Garden City Police Department position of Police Sergeant starting March 4th, 2025. The additions of salary steps 6 and 7 are set with the following conditions:

Step 6 – A Police Sergeant shall complete two different recognized instructor certifications that are itemized in Addendum A. The Police Sergeant shall be required to also possess FTO training and certification. The Sergeant must also complete the Supervision of Police Personnel from Northwestern Center for Public Safety, or an equivalent program as approved by the Police Chief and Town Administrator.

Step 7 – The Police Sergeant must complete step 6 and then shall be required to complete a bachelor’s program from an accredited collegiate program.

The Police Chief must receive a positive yearly evaluation from the Town Administrator for the current year in order for the next step increase to be attained.

A Police Sergeant’s background may be considered during the hiring process and the employee may enter the scale at any level up to Step 4 dependent upon relative public safety leadership experience with at least five years as a Sergeant or above. The Police Chief and Town Administrator shall make the determination.

If an employee leaves the department and is rehired within 60 days, they will maintain their previous status. Any employee rehired after 60 days, may be considered a lateral employee. They shall retain the appropriate level for a lateral officer unless they had not met the lateral status from their prior employment period.



UNIVERSITY OF
NORTHERN
COLORADO

Logged in as: Maria E. Cardenas
Student Account: Maria E. Cardenas - 801169313

Student Account - Spring 2025 - Account Activity

Description	Code	Date	Charges	Credits/ Anticipated Credits
MBA Tuition GR R	TG11	2/5/25	\$2,052.00	--
MBA 654 Participation Fee	MP04	2/5/25	\$48.00	--
Total Charges:				\$2,100.00
Total Credits/Anticipated Credits:				\$0.00
Term Balance:				\$2,100.00

Maria Cardenas

From: Cardenas, Maria <card2337@bears.unco.edu>
Sent: Thursday, February 27, 2025 9:56 AM
To: Maria Cardenas
Subject: Fw: Your Cengage order confirmation

Get [Outlook for iOS](#)

From: Cengage <announcements@learn.cengage.com>
Sent: Wednesday, February 26, 2025 10:21:11 AM
To: Cardenas, Maria <card2337@bears.unco.edu>
Subject: Your Cengage order confirmation

[View Web Version](#)



Hi Maria,

Welcome to Cengage Unlimited! It's going to be a great semester.

Your order number is **#10043271879**. Please keep this confirmation for your records. Please visit our [Student Registration page](#) for step-by-step instructions on how to register for the product you purchased.

If you have any questions, please visit our [Support](#) site.

ACCESS CENGAGE UNLIMITED

Order# 10043271879

DETAILS

Payment
xxxxxxxxxxxx8765

Billing Address
Maria Cardenas
39238 Boulevard E
Eaton, CO 80615

Delivery Method

TOTAL

Items (1): **\$214.99**

Discount:

Tax: **\$6.23**

TOTAL: **\$221.22**

***All orders subject to applicable state and local taxes, as calculated and charged upon credit card authorization.**

ITEMS



Cengage Unlimited - Full - Multi-Term Access (12 months)
Access until Feb 26, 2026

[View Account Information](#)

This email was sent to card2337@bears.unco.edu.

[Privacy Policy](#) | [Terms of Use](#) | [Support](#) | [Student Ambassador](#)

[Cengage](#)

200 Pier 4 Boulevard, Suite 400
Boston, MA 02210



ORDINANCE NO. 04-2025

AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE TOWN OF GARDEN CITY, COLORADO; ADOPTING BY REFERENCE THE 2024 EDITION OF THE “MODEL TRAFFIC CODE FOR COLORADO”; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF

WHEREAS, the Board of Trustees has determined that for purposes of public safety and the welfare of the residents of the Town the 2024 edition of the Model Traffic Code for Colorado should be adopted.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GARDEN CITY, COLORADO AS FOLLOWS:

Section 1. Adoption.

Pursuant to parts 1 and 2 of Article 16 of Title 31 and part 4 of Article 15 of Title 30, C.R.S., is hereby adopted by reference the 2024 edition of the “Model Traffic Code for Colorado” promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W Howard Place, Denver CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code as adopted herein are now filed in the office of the Clerk of the Town of Garden City Colorado, and may be inspected during regular business hours.

Section 2. Deletions

The 2024 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and sections which are declared to be inapplicable to this municipality and are therefore expressly deleted:

Part 5: section **507 – Wheel and axle loads**; section **508 – Gross weight of vehicles and loads**; section **509 – Vehicles weighed – excess removed**; section **510 – Permits for excess size and weight for manufactured homes – rules**; section **511 – Permit standards – state & local**; section **511.2 – Authority for cooperative agreements with regional states on excess size or weight vehicles – regulations**;

Part 14 section **1416 – Failure to present a valid transit pass or coupon – fare inspection authorization - definitions**

Part 17 section **1702 – Counties – traffic offenses classified – schedule of fines**; section **1705 – Persons arrested to be taken before the proper court**; section **1706 – Juveniles – convicted – arrested and incarcerated – provisions for confinement**; section **1707 – Summons and**

complaint or penalty assessment notice for misdemeanors, petty offenses, and misdemeanor traffic offenses – release - registration

The subsection of any specific section of the Code which classifies the section as a class A or class B traffic infraction.

The subsection of any specific section of the Code which classifies the section as a class 1 or class 2 misdemeanor traffic offense.

The subsection of any specific section of the Code which establishes a penalty upon conviction.

Section 3. Additions or Modifications.

The said Model Traffic Code, as adopted, is subject to the following additions or modifications:

Part 1 section 103 - **Scope and Effect of Code** is modified to read as follows;

- (1) This Code constitutes the model traffic code throughout this jurisdiction.
- (2) The provisions of this Code relating to the operation of vehicles and the movement of pedestrians refers to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality or county, the use of which this municipality or county has jurisdiction and authority to regulate.

Part 1 section 119 - **Driving Under Restraint** is added to the Model Traffic Code:

- (1) Any person who drives a motor vehicle or off-highway vehicle upon any street or highway with the knowledge that the person’s license or privilege to drive, either as a resident or nonresident, is under restraint for an outstanding judgment, or suspended or revoked by the licensing authority, is in violation of this section.
- (2) (a) In a prosecution for a violation of this section, the fact of the restraint may be established by certification that a notice was mailed by first class mail pursuant to C.R.S. § 42-2-119(2) to the last known address of the defendant, or by the delivery of such notice to the last known address of the defendant, or by personal service of such notice upon the defendant.
 (b) In such prosecution for a violation of this section, the fact of restraint in another state may be established by certification that notice was given in compliance with such state’s laws.

Part 2 section 234 – **Slow Moving Vehicles** is modified to read as follows:

- (1) All machinery, equipment, and vehicles, except bicycles, electrical assisted bicycles, and other human-powered vehicles, designed to operate or normally operated at a speed of less than twenty-five miles per hour on a public highway shall display a triangular slow moving

vehicle emblem on the rear. Such emblem shall conform to the emblem proscribed by the Colorado Transportation Department.

(2) Bicycles, electrical assisted bicycles, and other human-powered vehicles shall be permitted but not required to display the emblem specified in this subsection (1).

Part 5 section 501 – **Size and Weight Violations**, [the term penalty in the section heading is removed], is modified to read as follows:

It is a traffic infraction for any person to drive or move or for the owner to cause or knowingly permit to be driven or moved on any highway any vehicle or vehicles of a size or weight exceeding the limitations stated in sections 502 to 512 or otherwise in violation of said sections or section 1407, except as permitted by state law or regulations. The maximum size and weight of vehicles specified in said sections shall be lawful throughout this state, and local authorities shall have no power or authority to alter said limitations, except as express authority may be granted in section 42-4-106, C.R.S.

Part 5 section 502. **Width of vehicles** is modified to read as follows:

(1) The total outside width of any vehicle or the load thereon shall not exceed eight feet six inches, except as otherwise provided in this section or under state laws and regulations.

(2) (a) A load of loose hay, including loosely bound, round bales, whether horse drawn or by motor, shall not exceed twelve feet in width.

(b) A vehicle and trailer may transport a load of rectangular hay bales if such vehicle and load do not exceed ten feet six inches in width.

(3) It is unlawful for any person to operate a vehicle or a motor vehicle which has attached thereto in any manner any chain, rope, wire, or other equipment which drags, swings, or projects in any manner so as to endanger the person or property of another.

(4) The total outside width of buses and coaches used for the transportation of passengers shall not exceed eight feet six inches.

(5) (a) The total outside width of vehicles as included in this section shall not be construed so as to prohibit the projection beyond such width of clearance lights, rearview mirrors, or other accessories required by federal, state, or municipal laws or regulations.

(b) The width requirements imposed by subsection (1) of this section shall not include appurtenances on recreational vehicles, including but not limited to motor homes, travel trailers, fifth wheel trailers, camping trailers, recreational park trailers, multipurpose trailers, and truck campers, all as defined in section 24-32-902, C.R.S., so long as such recreational vehicle, including such appurtenances, does not exceed a total outside width of nine feet six inches.

Part 5 – section 503 – **Projecting Loads on Passenger Vehicles** is modified to read:

No vehicle designed, or used to carry passengers, except a motorcycle, a bicycle, or an electrical assisted bicycle shall be operated on any street or highway with any load carried thereon extending beyond the line of the fenders on the left side of such vehicle nor extending more than six inches beyond the line of the fenders on the right side thereof, nor shall any load extend beyond the rear of such vehicle unless the projecting load is clearly marked with either a red marker or flag during daylight hours or a flashing red light for evening and nighttime operation. Any such flag or flashing light shall be able to be clearly seen beyond 50 feet from the projecting load.

Part 14 – section 1409 – **Compulsory Insurance**, [penalty – legislative intent in the section heading is removed], is modified to read:

(1) No owner of a motor vehicle or low-power scooter required to be registered in this state shall operate the vehicle or permit it to be operated on the public highways of this state when the owner has failed to have a complying policy or certificate of self-insurance in full force and effect as required by law.

(2) No person shall operate a motor vehicle or low-power scooter on the public highways of this state without a complying policy or certificate of self-insurance in full force and effect as required by law.

(3) (a) When an accident occurs, or when requested to do so following any lawful traffic contact or during any traffic investigation by a peace officer, an owner or operator of a motor vehicle or low-power scooter shall present to the requesting officer immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law.

(b) As used in this section, “evidence of a complying policy or certificate of self-insurance in full force and effect” includes the presentation of such a policy or certificate upon a cell phone or other electronic device.

(4) (a) Any person who violates the provisions of subsection (1), (2), or (3) of this section shall upon a finding of guilty, or entry of default by the court, shall receive the minimum fine imposed by section 42-4-1701(3)(a)(II)(A), C.R.S., and the defendant shall be punished by a minimum mandatory fine of not less than five hundred dollars. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to section 10-4-619 or 10-4-624, C.R.S., has been obtained. Nothing in this paragraph (a) shall be construed to prevent the court from imposing a fine greater than the minimum mandatory fine.

(b) Upon a second or subsequent conviction under this section within a period of five years following a prior conviction under this section, the defendant shall be punished by a minimum mandatory fine of not less than one thousand dollars, and the court shall not suspend

such minimum fine. The court or the court collections' investigator may establish a payment schedule for a person convicted of the provisions of subsection (1), (2), or (3) of this section, and the provisions of section 16-11-101.6, C.R.S., shall apply. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to section 10-4-619 or 10-4-624, C.R.S., has been obtained.

(c) In addition to the penalties prescribed in paragraphs (a) and (b) of this subsection (4), any person convicted pursuant to this section may, at the discretion of the court, be sentenced to perform not less than forty hours of community service, subject to the provisions of section 18- 1.3-507, C.R.S.

(5) Testimony of the failure of any owner or operator of a motor vehicle or low-power scooter to present immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law, when requested to do so by a peace officer, shall constitute prima facie evidence, at a trial concerning a violation charged under subsection (1) or (2) of this section, that such owner or operator of a motor vehicle violated subsection (1) or (2) of this section.

(6) A person charged with violating subsection (1), (2), or (3) of this section shall not be convicted if the person produces in court a bona fide complying policy or certificate of self-insurance that was in full force and effect as required by law at the time of the alleged violation. The court clerk's office may dismiss the charge if it verifies that the person had a valid policy in effect at the time of the alleged violation using the uninsured motorist identification database created in section 42-7-602, C.R.S.

(7) Repealed.

(8) (Deleted by amendment, L. 2003, p. 2648, § 7, effective July 1, 2003.)

(8.5) If an operator of a motor vehicle or low-power scooter uses a cell phone or other electronic device to present evidence of a complying policy or certificate of self-insurance in full force and effect, as described in paragraph (b) of subsection (3) of this section:

(a) The law enforcement officer to whom the operator presents the device shall not explore the contents of the cell phone or other electronic device other than to examine the operator's policy or certificate of self-insurance; and

(b) The law enforcement officer to whom the operator presents the device and any law enforcement agency that employs the officer are immune from any civil damages resulting from the officer dropping or otherwise unintentionally damaging the cell phone or other electronic device.

Part 17 – section 1701 header is modified to read **Traffic Infractions for Violations of the Model Traffic Code**

Part 17 – section 1701 body is modified to read:

- (1) It is a traffic infraction for any person to violate any of the provisions of articles 1 to 3 of title 42, Colorado Revised Statutes, and parts 1 to 2 and 5 to 19 of this Code.
- (2) Points will be assessed pursuant to C.R.S. 42-2-127 for traffic violations under this code.
- (3) If a person receives a penalty assessment notice for a violation under this code, and such person pays the penalty assessment for the violation within 20 days of issuance of the citation, the points assessed for the violation shall be reduced as follows:
 - (a) For a violation having an assessment of three or more points under CRS 42-2-127, the points are reduced by two points;
 - (b) For a violation having an assessment of two points under CRS 42-2-127, the points are reduced by one point.
 - (c) No provision under this section (1701) shall be construed to limit the authority of the prosecuting attorney to enter into any plea agreement appropriate to the facts and circumstances of each matter which may come before the prosecuting attorney.
- (4) Fines for violations under the Model Traffic Code, as adopted by the Town of Garden City, shall be set by the municipal court presiding judge. However, the maximum fine that may be imposed for any single violation shall not be more than one thousand dollars (\$1,000.00), court cost and surcharges excepted. The presiding judge shall publish an order establishing a continuing violations bureau and establishing a schedule of fines and a common bond amount.

Section 4. Penalties

The following penalties, herewith set forth in full, shall apply to this Article:

Fines for violations under the Model Traffic Code, as adopted by the Town of Garden City, shall be set by the municipal court presiding judge. However, the maximum fine that may be imposed for any single violation shall not be more than \$1,000.00, court cost and surcharges excepted. The presiding judge shall publish an order establishing a continuing violations bureau and establishing a schedule of fines and a common bond amount.

It is unlawful for any person to violate any of the provisions adopted in this Article.

Every person convicted of a violation of any provision of this Article shall be punished by a surcharge in accordance with 42-4-1701 (4)(e)(II), C.R.S.

Section 5. Application.

This Ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality, the use of which this municipality has jurisdiction and authority to regulate. The provisions of sections 1401, 1402, 1413, and part 16 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout this municipality.

Section 6. Validity.

If any part or parts of this Ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 7. Repeal.

Existing or parts of ordinances (identifying ordinance number may be cited) covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 8. Interpretation.

This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 9. Certification.

The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code including deletions and modifications thereof, available for inspection by the public during regular business hours.

Section 10. Effective Date.

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

PASSED, ADOPTED AND APPROVED THIS 24th DAY OF FEBRUARY, 2025.

TOWN OF GARDEN CITY

By: _____

Mayor

ATTEST:

Town Clerk

ORDINANCE NO. 06-2025

AN ORDINANCE APPROVING THE CABLE SYSTEM AND SERVICES FRANCHISE AGREEMENT BETWEEN THE TOWN OF GARDEN CITY, COLORADO AND ALLO COMMUNICATIONS LLC

WHEREAS, ALLO Communications LLC, (“Allo”) seeks to provide cable services within the boundaries of the Town of Garden City; and

WHEREAS, Allo and the Town have met and discussed a proposed franchise agreement; and

WHEREAS, Allo has provided a franchise agreement for the Board of Trustees consideration and approval; and

WHEREAS, the franchise agreement will be for a term of ten (10) years and requires Allo pay the Town a franchise fee of five percent (5%) of the gross revenue from the operation of the Cable System to provide Cable Service in the Franchise Area; and

WHEREAS, the Board of Trustees believes it is in the best interest of the Town of Garden City to enter into this agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GARDEN CITY:

Section 1. The Town of Garden City hereby adopts the Cable System and Services Franchise Agreement with ALLO Communications LLC included as Exhibit A and attached to this ordinance.

Section 2. The Board of Trustees adoption of the agreement is authorized under Chapter 5, Article 1 of the Garden City Municipal Code.

Section 3. The Mayor and appropriate town staff are hereby authorized to enter into, on behalf of the Town, a Franchise Agreement with ALLO Communications LLC for an initial period of ten (10) years.

Section 4. This Ordinance shall take effect thirty (30) days after publication as required by law.

Adopted this _____ day of _____, 2025.

Section 14, Item b.

TOWN OF GARDEN CITY, COLORADO

Filbert Archuleta, Mayor

ATTEST:

Town Clerk

Garden City, CO PD

Citation Audit by Status

January 1, 2025 - January 31, 2025

Official: All
 Official Assignment:
 Type of Stop: All
 Stop Result: All
 STEP: All
 Status: All

Citation Number	Citation Date Time	Result	Official Last Name (Badge)	Status	Violation
22GD000473	01/07/2025 13:20	Warning	Dudley (GC503)	WARNING	SPEEDING 20-24 MPH OVER LIMIT
22GD000475	01/13/2025 12:39	Warning	Dudley (GC503)	WARNING	SPEEDING 20-24 MPH OVER LIMIT
22GD000476	01/13/2025 13:10	Citation	Dudley (GC503)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000477	01/14/2025 14:03	Warning	Dudley (GC503)	WARNING	FAILED TO DRIVE IN SINGLE LANE (WEAVING)
22GD000478	01/22/2025 16:46	CITATION	Dudley (GC503)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000479	01/24/2025 00:16	Warning	Dudley (GC503)	WARNING	SPEEDING 10-19 MPH OVER LIMIT
22GD000480	01/28/2025 17:50	CITATION	Dudley (GC503)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000481	01/29/2025 18:51	Citation	Dudley (GC503)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000482	01/29/2025 21:26	Citation	Dudley (GC503)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000483	01/29/2025 23:50	Warning	Dudley (GC503)	WARNING	SPEEDING 10-19 MPH OVER LIMIT
22GD000484	01/30/2025 19:46	CITATION	Dudley (GC503)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000485	01/30/2025 23:42	Citation	Dudley (GC503)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000486	01/31/2025 19:33	Warning	Dudley (GC503)	WARNING	RIGHT TURN ON RED WHERE PROHIBITED BY SIGN
22GD000880	01/01/2025 22:19	Citation	Amick (GC502)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD000881	01/03/2025 19:21	Citation	Amick (GC502)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD001986	01/01/2025 21:34	Citation	Billings (GC521)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD001987	01/02/2025 02:01	Citation	Billings (GC521)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD001988	01/02/2025 02:24	Citation	Billings (GC521)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD001989	01/07/2025 21:41	Citation	Billings (GC521)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD001990	01/08/2025 19:56	Citation	Billings (GC521)	APPROVED	Displayed Fictitious/Cancelled/Revoked/Suspended/Altered/Stole.. Drove a MV Without a Valid DL or Instruction Permit Failed to Display Valid Registration Owner Operated Uninsured Motor Vehicle
22GD001991	01/08/2025 21:46	Citation	Billings (GC521)	FORWARDED TO COURTS	UNINSURED MOTOR VEHICLE
22GD001992	01/14/2025 23:54	Citation	Billings (GC521)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD001993	01/15/2025 00:13	Citation	Billings (GC521)	APPROVED	Drove MV When License Under Restraint (Suspended) Owner Operated Uninsured Motor Vehicle Speeding 10-19 MPH Over Prima Facie Limit
22GD001994	01/15/2025 17:59	Citation	Billings (GC521)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT UNINSURED MOTOR VEHICLE
22GD001995	01/15/2025 19:15	Citation	Billings (GC521)	FORWARDED TO COURTS	DISREGARD STOP SIGN
22GD001996	01/20/2025 20:56	Citation	Billings (GC521)	FORWARDED TO COURTS	SPEEDING TOO FAST FOR CONDITIONS
22GD001997	01/20/2025 21:39	Citation	Billings (GC521)	APPROVED	Drove a MV Without a Valid DL or Instruction Permit Speeding 10-19 MPH Over Prima Facie Limit
22GD001998	01/21/2025 18:42	Citation	Billings (GC521)	FORWARDED TO COURTS	RIGHT TURN ON RED LIGHT WHEN PROHIBITED
22GD001999	01/21/2025 19:08	CITATION	Billings (GC521)	FORWARDED TO COURTS	DISREGARD STOP SIGN
22GD002000	01/26/2025 22:27	Citation	Billings (GC521)	FORWARDED TO COURTS	DRIVING UNDER RESTRAINT (MUNICIPAL) UNINSURED MOTOR VEHICLE
22GD003291	01/01/2025 00:17	Citation	McGarry (GC505)	FORWARDED TO COURTS	SPEEDING 25-39 MPH OVER LIMIT
22GD003292	01/01/2025 01:09	Citation	McGarry (GC505)	FORWARDED TO COURTS	DRIVING UNDER RESTRAINT (MUNICIPAL) RIGHT TURN ON RED LIGHT WHEN PROHIBITED UNINSURED MOTOR VEHICLE
22GD003293	01/04/2025 18:46	Citation	McGarry (GC505)	FORWARDED TO COURTS	RIGHT TURN ON RED LIGHT WHEN PROHIBITED UNINSURED MOTOR VEHICLE
22GD003294	01/05/2025 22:28	Citation	McGarry (GC505)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD003295	01/05/2025 23:26	Citation	McGarry (GC505)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT
22GD003296	01/07/2025 20:24	Citation	McGarry (GC505)	FORWARDED TO COURTS	DISREGARD STOP SIGN UNINSURED MOTOR VEHICLE
22GD003297	01/10/2025 19:53	Citation	McGarry (GC505)	FORWARDED TO COURTS	MV HAD HIGH INTENSITY LAMP IMPROPER DIRECTION
22GD003298	01/10/2025 20:26	Citation	McGarry (GC505)	FORWARDED TO COURTS	DISREGARD STOP SIGN
22GD003299	01/11/2025 20:11	Citation	McGarry (GC505)	FORWARDED TO COURTS	DRIVING UNDER RESTRAINT (MUNICIPAL) UNSAFE BACKING
22GD003300	01/11/2025 22:34	Citation	McGarry (GC505)	FORWARDED TO COURTS	DISREGARD STOP SIGN UNINSURED MOTOR VEHICLE
22GD003301	01/13/2025 18:55	Warning	McGarry (GC505)	WARNING	DISREGARD STOP SIGN
22GD003302	01/14/2025 18:22	Citation	McGarry (GC505)	FORWARDED TO COURTS	DRIVING UNDER RESTRAINT (MUNICIPAL) IMPEDING NORMAL FLOW OF TRAFFIC UNINSURED MOTOR VEHICLE

Garden City, CO PD

Citation Audit by Status

January 1, 2025 - January 31, 2025

Official: All
 Official Assignment:
 Type of Stop: All
 Stop Result: All
 STEP: All
 Status: All

Citation Number	Citation Date Time	Result	Official Last Name (Badge)	Status	Violation
22GD003303	01/14/2025 21:42	Citation	McGarry (GC505)	FORWARDED TO COURTS	DRIVING UNDER RESTRAINT (MUNICIPAL) DROVE ON HIGHWAY W/PARKING LAMPS WHEN HEADLAMPS REQD UNINSURED MOTOR VEHICLE
22GD003304	01/18/2025 17:19	Citation	McGarry (GC505)	FORWARDED TO COURTS	SPEEDING TOO FAST FOR CONDITIONS
22GD003305	01/18/2025 21:03	Citation	McGarry (GC505)	FORWARDED TO COURTS	RIGHT TURN ON RED LIGHT WHEN PROHIBITED UNINSURED MOTOR VEHICLE
22GD003501	01/27/2025 20:18	CITATION	Billings (GC521)	FORWARDED TO COURTS	DISREGARD STOP SIGN UNINSURED MOTOR VEHICLE
22GD003502	01/27/2025 21:30	Citation	Billings (GC521)	FORWARDED TO COURTS	UNINSURED MOTOR VEHICLE
22GD004021	01/03/2025 11:14	Citation	Bird (GC504)	FORWARDED TO COURTS	SPEEDING 25-39 MPH OVER LIMIT
22GD004022	01/03/2025 13:37	Citation	Bird (GC504)	FORWARDED TO COURTS	FAILED/DISREGARD TRAFFIC CONTROL DEVICE
22GD004023	01/04/2025 16:06	Citation	Bird (GC504)	FORWARDED TO COURTS	CRIMINAL MISCHIEF
22GD004024	01/09/2025 09:21	Citation	Bird (GC504)	FORWARDED TO COURTS	SPEEDING 20-24 MPH OVER LIMIT
22GD004025	01/09/2025 10:21	Warning	Bird (GC504)	WARNING	SPEEDING 10-19 MPH OVER LIMIT
22GD004026	01/16/2025 12:03	Warning	Dudley (GC503)	WARNING	SPEEDING 10-19 MPH OVER LIMIT
22GD004027	01/16/2025 12:14	CITATION	Dudley (GC503)	FORWARDED TO COURTS	CARELESS DRIVING
22GD004028	01/25/2025 07:47	Citation	Bird (GC504)	FORWARDED TO COURTS	FAILED TO YIELD WHEN MAKING LEFT TURN
22GD004029	01/31/2025 10:46	Citation	Bird (GC504)	FORWARDED TO COURTS	SPEEDING 10-19 MPH OVER LIMIT

Garden City Police Department

Monthly CAD Incidents / Calls For Service

01 / 2025

Section 15, Item b.

Total Overall Incidents (By Method Received)

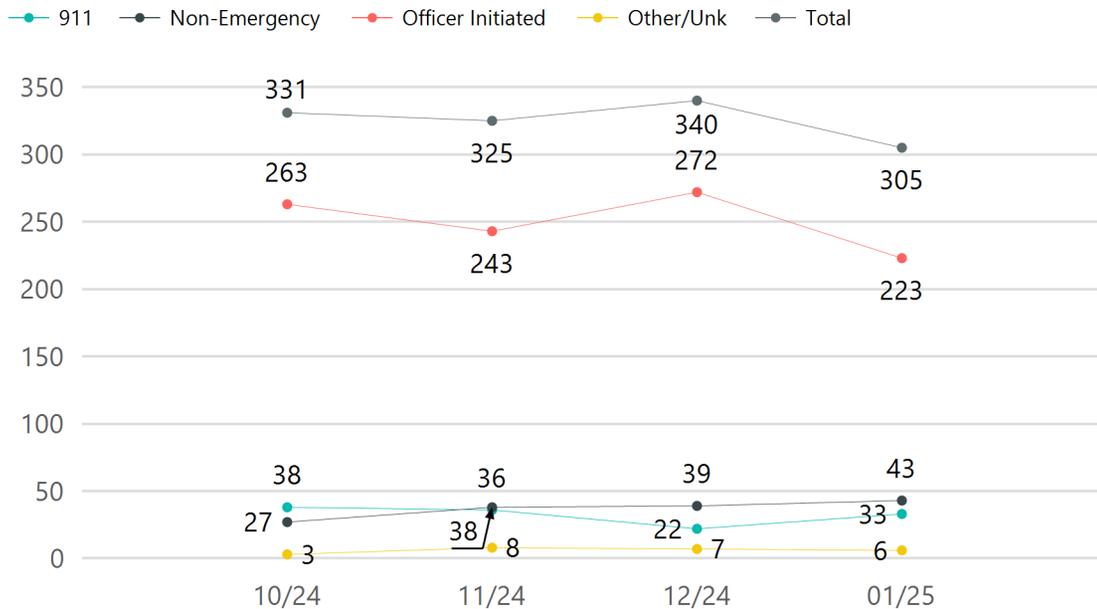
Total	305
911	33
Non-Emergency	43
Officer Initiated	223
Unknown	6

Total Overall Incidents (By Priority)

Total	305
1 - Critical	1
2 - High	7
3 - Medium	42
4 - Low	21
5 - General Services	150
6 - Planned	1
9 - Traffic / CC	83

The Incidents counted and considered in this report are any Incidents in which any "Unit" belonging to the listed Agency was attached to - regardless of physical jurisdiction, regardless of disposition, and regardless of whether or not that "Unit" or the listed Agency was considered "Primary". The primary scope of this report includes incidents which occurred within the prior month from the time of publishing - although some report objects may include historical data for comparison.

Incident counts over Last 4 Months (By Category of Method Received)



Top 10 Incident Locations

510 25TH ST (EL RODEO NIGHTCLUB)	5
2760 8TH AVE	4
2701 8TH AVE (OREILLY AUTO PARTS - 8TH AVE)	3
2506 6TH AVE (HIGH PLAINZ STRAINS)	3
2702 9TH AVE	3
WCR 49 / WCR 54	2
HIGHWAY 34 BYP WB / HIGHWAY 34 BYP W TO 85 S	2
2647 8TH AVE (LIVWELL)	2
627 27TH ST (NARANJO CIVIL CONSTRUCTORS - 27TH ST)	2
28TH ST / 8TH AVE	2

This list includes the top 10 locations by incident occurrence during the last month. This list does not include officer-initiated incidents, or any incidents located at the address of the Police Department.

Count of Incidents (Overall) by Day of Week and Hour of Day - 01 / 2025

Section 15, Item b.

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
Sunday	2		1		1		1	3	1	2	1		1	2	1					2	3	2	4	4	31
Monday		1							1		1		1	1	1				4	2	5	3	2	2	24
Tuesday		1						1				1	1	1		1	1	3	2	2	1	2	5	5	27
Wednesday	5	5	2	2							1		1			3	4	2	5	2	5	3	3	43	
Thursday	6	5	2					4		3	3	2	3	5	1	2	1	1		2	2	1	4	6	53
Friday	5	2	2	1		1		4	2	1	4	2	2	5	3	3	6	2	6	3	3		4	7	68
Saturday	3	1	3		1		1	4	2	3	3	1	2	1	1	4	4	4	2	2	2	3	6	6	59
Total	21	15	10	3	2	1	2	16	6	9	12	7	10	16	7	10	15	14	16	18	18	16	28	33	305

Count of Incidents (Recieved Calls) by Day of Week and Hour of Day - 01 / 2025

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
Sunday	1				1					1											2		1	2	8
Monday									1		1				1					2	1				6
Tuesday								1				1				1		1		1				1	6
Wednesday		1	1									1		1			2	2		1					9
Thursday	1	1												2	1	1		1				1			8
Friday		1		1		1			1	1		1	1	2	3	1	3	1	1		1			2	21
Saturday	1		3				1		1	2	1	1	1			1	2	4	1	2		1	2		24
Total	3	3	4	1	1	1	1	1	3	4	2	4	2	5	5	4	7	9	2	6	4	2	3	5	82

Count of Incidents (Officer Initiated) by Day of Week and Hour of Day - 01 / 2025

	0	1	2	3	4	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
Sunday	1		1			1	3	1	1	1		1	2	1					2	1	2	3	2	23
Monday		1										1	1					4		4	3	2	2	18
Tuesday		1										1	1			1	2	2	1	1	2	5	4	21
Wednesday	5	4	1	2												1	2	2	4	2	5	3	3	34
Thursday	5	4	2				4		3	3	2	3	3		1	1			2	2		4	6	45
Friday	5	1	2				4	1		4	1	1	3		2	3	1	5	3	2		4	5	47
Saturday	2	1			1		4	1	1	2		1	1	1	3	2		1		2	2	4	6	35
Total	18	12	6	2	1	1	15	3	5	10	3	8	11	2	6	8	5	14	12	14	14	25	28	223

Traffic Accidents

Nature	Total	Report	Serviced call	Ticket Issued
Total	9	6	2	1
Traffic Accident	3	1	1	1
Traffic Accident Hit and Run	3	3	0	0
Traffic Accident Unknown Inj.	2	1	1	0
Traffic Accident with Inj.	1	1	0	0

Top 5 Traffic Accident Locations

WCR 49 / WCR 54	2
HIGHWAY 85 SB / 37TH ST	1
28TH ST / 8TH AVE	1
2502 8TH AVE (STARBUDS)	1
HIGHWAY 34 BYP EB / HIGHWAY 257	1

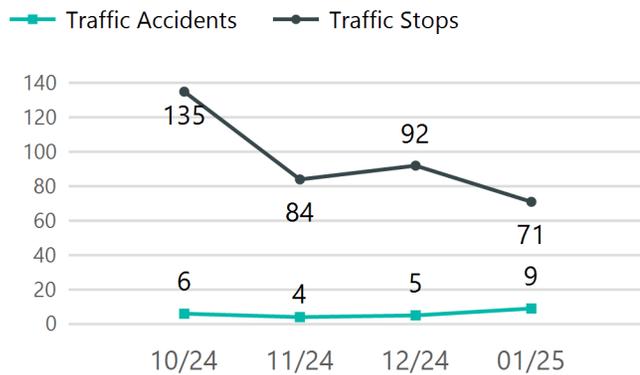
Traffic Stops

	Total	Report	Serviced call	Ticket Issued	Warning
Total	71	7	2	40	22
Traffic Stop	71	7	2	40	22

Top 5 Traffic Stop Locations

28TH ST / 8TH AVE	5
8TH AVE / 28TH ST	5
900 HIGHWAY 34 BYP EB	5
26TH ST / 8TH AVE	3
8TH AVE / 27TH ST	3

Traffic Incident Counts - Last 4 months



All Incidents by Nature/Disposition in Time Period - 01 / 2025

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Problem	Total	False Alarm	Report	Serviced call	Ticket Issued	Warning
Total	305	4	36	200	41	24
Animal At Large	6	0	0	6	0	0
Animal Complaint	2	0	1	1	0	0
Area Watch	21	0	0	21	0	0
Assault	2	0	2	0	0	0
Assist Other Agency	5	0	0	5	0	0
Bar Check	12	0	0	12	0	0
Burglary Alarm	6	4	0	2	0	0
Business Check	10	0	1	9	0	0
Check Wellbeing	7	0	0	7	0	0
Citizen Assist	1	0	0	1	0	0
Citizen Contact	12	0	1	11	0	0
Code Violation	1	0	1	0	0	0
Detail	3	0	0	3	0	0
Disturbance	6	0	2	4	0	0
Follow Up	55	0	9	46	0	0
Foot Patrol	26	0	0	26	0	0
Harass	1	0	1	0	0	0
Medical Assist	1	0	0	1	0	0
Meet	13	0	0	13	0	0
Overdose	1	0	0	1	0	0
Prison Transport	1	0	0	1	0	0
Property	1	0	1	0	0	0
Restraining Order Violation	1	0	0	1	0	0
Selective Enforcement	1	0	0	1	0	0
Small Vegetation Fire	1	0	0	1	0	0
Subject With A Warrant	2	0	1	1	0	0
Suspicious	14	0	0	12	0	2
Theft	2	0	1	1	0	0
Theft In-Progress	1	0	1	0	0	0

Problem	Total	False Alarm	Report	Serviced call	Ticket Issued	Warning
Traffic Accident	3	0	1	1	1	0
Traffic Accident Hit and Run	3	0	3	0	0	0
Traffic Accident Unknown Inj.	2	0	1	1	0	0
Traffic Accident with Inj.	1	0	1	0	0	0
Traffic Complaint	1	0	0	1	0	0
Traffic Stop	71	0	7	2	40	22
Unwant	8	0	0	8	0	0
Vandalism	1	0	1	0	0	0

Section 15, Item b.