



Board of Trustees Regular Meeting Agenda
September 03, 2024 at 5:30 PM
Town Hall - 621 27th Street Road, Garden City, CO 80631

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

1. **Call to Order**
2. **Roll Call**
3. **Consent Agenda**
 - a. Approve Minutes from August 20, 2024 Regular Meeting
 - b. Approve Bills Paid
 - c. Approve Bills to be Paid
 - d. Approve Schneider Paving invoice for pavement in the amount of \$492,536.95 including 5% retention to be paid 30 days after publishing
 - e. Approve Schneider Paving invoice for concrete work in the amount of \$64,765.00 including 5% retention to be paid 30 days after publishing
 - f. Approve Greeley Furnace Co invoice in the amount of \$8,009.00 each
4. **Public Not on the Agenda Invited to be Heard**
5. **White Horse Inn Report of Changes Application**
 - a. White Horse Application
6. **Consider 9th Avenue Apartment Water Rebate Program Application**
 - a. 9th Avenue Application
7. **Consider donation to Weld County Bears Pop Warner Non-Profit Organization**
 - a. Donation form
8. **Consider attendance to the CML District 2 Fall Meeting on Wednesday, September 18, 2024**
 - a. CML Invitation
9. **Consider Engineering Proposal**
 - a. Baseline Engineering Proposal
 - b. EPS Group Inc proposal
10. **Christmas Party decisions**
11. **Staff Reports**
 - a. Town Administrator
 - b. Police Chief
 - c. Public Works Director
 - d. Town Attorney
12. **Other Board Issues**
13. **Announcements**
 - a. The Police Department budget session is September 10th at 5:30pm. Dinner will be provided.
 - b. The Administration budget session is September 24th at 5:30pm. Dinner will be provided.

14. Adjourn



Board of Trustees Regular Meeting Minutes
August 20, 2024 at 5:30 PM
Town Hall - 621 27th Street Road, Garden City, CO 80631

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

1. Call to Order

2. Roll Call

3. Consent Agenda

- a. Approve Minutes from August 5, 2024 Regular Meeting
- b. Approve Treasurer's Report from July 2024
- c. Approve Bills Paid
- d. Approve Bills to be Paid

Deputy Clerk Lindsay Shoemaker advised a typo in the Minutes had been corrected.

Leigh Sorensen moved, and Katherine Rodriguez seconded to approve the Consent Agenda items a.-d.

5 Aye. 0 Nay. Motion carried

4. Public Not on the Agenda Invited to be Heard

Mike Schwartz from Empire Pizza addressed the Board. He asked if the Board would be willing to sponsor his son's football team this season. The Board will take this into consideration and have an answer at the next meeting. No action was taken on this item.

5. Appoint liquor hearing officer for a show cause hearing for Everyday Stores LLC DBA Everyday Stores #5709

Alex Lopez moved, and Katherine Rodriguez seconded to appoint Michael Stewart as the liquor hearing officer for a show cause hearing for Everyday Stores LLC DBA Everyday Stores #5709.

5 Aye. 0 Nay. Motion carried.

6. Approve Board Goals for 2024-2026 term

Alex Lopez moved, and Katherine Rodriguez seconded to approve the Board Goals for the 2024-2026 term.

5 Aye. 0 Nay. Motion carried.

7. Bootleggin' Days

- a. Approve Majama Protection Services invoice in the amount of \$5,300.00

Leigh Sorensen moved, and Alex Lopez seconded to approve the Malama Protection Services invoice in the amount of \$5,300.00 and the release of the check.

Voting Yea: Mayor Archuleta, Trustee Lopez, Trustee Sorensen, Trustee Sorensen, Trustee Rodriguez
Motion carried.

- b. Approve KFKA proposal for radio ads
Alex Lopez moved, and Katherine Rodriguez seconded to approve the KFKA proposal for radio ads in the amount of \$750.00.
Voting Yea: Mayor Archuleta, Trustee Lopez, Trustee Sorensen, Trustee Sorensen, Trustee Rodriguez
Motion carried.

8. Approve design proposal for Community Gardens

Public Works Director Brett Bloom will be taking the ideas from the Board back to Paradise Landscape Management and have new plans drawn up. The Board suggested a tree and bushes instead of a pergola and also some grass.
No action was taken on this item.
a. Design for Community Gardens

9. Approve L.E.C Construction invoice for new handicap ramp and sidewalk in the amount of \$9,750.00

Leigh Sorensen moved, and Katherine Rodriguez seconded to approve the L.E.C. Construction invoice for the new handicap ramp and sidewalk in the amount of \$9,750.00.

Voting Yea: Mayor Archuleta, Trustee Lopez, Trustee Sorensen, Trustee Sorensen, Trustee Rodriguez
5 Aye. 0 Nay. Motion carried.
a. L.E.C. Invoice

10. Bus stop relocation discussion

Leigh Sorensen moved, and Katherine Rodriguez seconded to approve a new bench for the bus stop.
Voting Yea: Mayor Archuleta, Trustee Lopez, Trustee Sorensen, Trustee Sorensen, Trustee Rodriguez
5 Aye. 0 Nay. Motion carried

11. Consider engineering proposal

Leigh Sorensen moved, and Katherine Rodriguez seconded to continue this item to the next regular meeting.
Voting Yea: Mayor Archuleta, Trustee Lopez, Trustee Sorensen, Trustee Sorensen, Trustee Rodriguez
5 Aye. 0 Nay. Motion carried.

12. Staff Reports

- a. **Town Administrator**
Bootleggin' Days is Friday and Saturday. The liquor license was approved by the State. A law changed and things had to be changed. The Kid's event is from 10am-1pm. The Sergeant has handled security.

b. **Police Chief**

Sergeant Amick thanked the Board and staff for their help at National Night Out. Officer Hewell made most of the connections and set up the police side of the event. Chief Black advised the Everyday store is making changes. There is some new traffic in town that the officers are tracking. Someone hit a light pole and the department is trying to get surveillance to identify the vehicle.

c. **Public Works Director**

Paving is done. On 9th Avenue the asphalt walkways were redone along with the street and done at a steeper grade. They might still need a flow pan or curb to mitigate flood risk.

d. **Town Attorney**

Ms. Penfold advised the Everyday Store Show Cause hearing is September 4th at 9:30am.

13. Other Board Issues

The Mayor brought up an app that the Fire Department is developing to help people with CPR.

14. Announcements

- a. 8/23 and 8/24 Bootleggin' Days
- b. 8/26 Cheryl Campbell comp day
- c. 8/22 and 8/26 Lindsay Shoemaker comp days
- d. 9/2 Town Hall will be closed for Labor Day

15. Adjourn

Gary Sorensen moved, and Katherine Rodriguez seconded to adjourn the meeting. Since there was no further business, Mayor Fil Archuleta adjourned the meeting at 6:43pm. 5 Aye. 0 Nay. Motion carried.

Voting Yea: Mayor Archuleta, Trustee Lopez, Trustee Sorensen, Trustee Sorensen, Trustee Rodriguez

Town of Garden City - QB2022

Section 3, Item b.

Bill Payment List

August 16-28, 2024

DATE	NUM	VENDOR	AMOUNT
1020 Cash in Checking			
08/20/2024	23393	Earth Green Fence	-\$18,154.30
08/20/2024	23395	SSS Productions	-\$5,625.00
08/20/2024	23396	Stumble Monkey	-\$1,000.00
08/20/2024	23397	Verizon Wireless	-\$605.51
08/20/2024	23398	Amazon Business	-\$1,326.92
08/20/2024	23399	Anderson and Whitney	-\$11,415.00
08/20/2024	23400	AWP, Inc.	-\$10.55
08/20/2024	23401	CivicPlus, LLC	-\$1,193.30
08/20/2024	23402	Weld County Sheriff's Office	-\$289.35
08/20/2024	23404	Award Alliance	-\$210.00
08/20/2024	23405	Heidi's White Glove	-\$995.00
08/20/2024	23406	Olsson	-\$500.00
08/20/2024	23407	Bratton's Office Equipment	-\$322.44
08/20/2024	23408	Interprenet	-\$46.22
08/20/2024	23409	Jeff Nichols	-\$800.00
08/20/2024	23410	Jerry Maltos	-\$1,000.00
08/20/2024	23411	Jim Morris	-\$1,000.00
08/20/2024	23412	Adamson Police Products	-\$79.20
08/20/2024	23413	City of Greeley	-\$864.09
08/16/2024	EFT	Fidelity HSA	-\$51.04
08/16/2024	EFT	United States Treasury	-\$6,107.61
08/16/2024	EFT	Mission Square	-\$3,530.83
08/22/2024	EFT	Fire & Police Pension Association	-\$3,830.40
08/16/2024	EFT	ADP	-\$133.25
08/16/2024	EFT	ADP	-\$136.36
08/24/2024	23415	Anthony Jones	-\$5,300.00
08/28/2024	23418	Jill L. Schmitz	-\$1,226.78
08/28/2024	23419	Jill L. Schmitz	-\$394.01
08/28/2024	23420	Filbert Archuleta	-\$309.38
Total for 1020 Cash in Checking			-\$66,456.54
<hr/>			
--			
08/20/2024	23394	Anthony Jones	\$0.00
08/20/2024	23403	City of Greeley	\$0.00
08/28/2024	23416	Jill L. Schmitz	\$0.00
08/28/2024	23417	Jill L. Schmitz	\$0.00
Total for --			\$0.00
			<hr/> -\$66,456.54 <hr/>

Town of Garden City - QB2022

Section 3, Item c.

Bills to be Paid

August 29, 2024

DATE	NUM	VENDOR	AMOUNT
1020 Cash in Checking			
08/29/2024	23421	Schneider Paving LLC	-\$529,436.85
08/29/2024	23422	Greeley Furnace Company	-\$16,018.00
08/29/2024	23423	Schneider Paving LLC	-\$27,865.10
Total for 1020 Cash in Checking			-\$573,319.95
			-\$573,319.95

SCHNEIDER
INVOICE #4584

PAVING LLC
DATE: 8-27-2024

25530 CR 62 1/2
Greeley, Co. 80631
Stephanie@SchneiderPaving.com

Office: 970-350-0151
Direct: 970-396-1535

Town of Garden City
621 27th St. Rd.
Garden City, Co. 80631
brett@townofgardencity.com

Attn: Brett
970-351-0041

- 1) Mobilization/Demolition \$17,500.00
- 2) Traffic control \$33,000.00
- 3) Erosion control \$4,500.00
- 4) Vacuum truck/Potholing \$4,500.00
- 5) Construction Staking \$8,000.00

- 6) 6th Ave.- tons used 437.62 @ \$210.00 per ton (additional 10.00 charge due to pulling mix from Fort Collins plant). \$91,900.20

7) Same	\$22,250.00
8) 26 th St.- tons used 247.51 @ \$210.00 per ton (additional 10.00 charge due to pulling mix from Fort Collins plant).	\$51,977.10
9) Same	\$12,750.00
10) 27 th St. Pl-tons used 270 @ \$195.00 per ton.	\$52,675.00
11) Same	\$9,137.50
12) 9 th Ave.- tons used 620 @ \$195.00 per ton.	\$120,900.00
Additional area on East side of 9 th Ave. tons used 143.87 @ \$195.00 per ton.	\$28,054.65
Dig out and prep work.	\$3,000.00
13) Same	\$23,757.50

14) Same \$635.00
15) Same \$2,500.00

Additional patching in parking lot and in
alleyway off 9th. \$5,500.00

Total: \$492,536.95

Concrete:

Remove and replace curb and gutter 381 linear
feet @ \$50.00 per foot. \$19,050.00

Remove and replace sidewalk 168 square feet
@ \$15.00 per foot. \$2,520.00

Remove and replace 3' V-pan 35 linear feet @
\$57.00 per foot. \$1,995.00

Remove and replace Alley approach 158
square feet @ \$30.00 per foot. \$4,740.00

Remove and replace cross pan 126 square feet
@ \$30.00 per foot. \$3,780.00

Remove and replace driveway approach 656 square feet @ \$30.00 per foot. \$19,680.00

Remove and replace Handicap ramp. \$5,000.00

Lower inlet \$1,500.00

Inlet Apron \$1,500.00

3-manholes lower and raise @ \$750.00 each \$2,250.00

5-water valves lower and raise @ \$550.00 each \$2,750.00

Total: \$64,765.00



Greeley Furnace Heating & Air
 2808 S 31st Avenue
 Greeley, CO 80631

Invoice 82467774
 Invoice Date 8/15/2024
 Completed Date
 Technician Richard Trepanier
 Customer PO
 Payment Term Due Upon Receipt

Billing Address
 TOWN OF GARDEN CITY
 621 27th Street Road
 Greeley, CO 80631 USA

Job Address
 TOWN OF GARDEN CITY
 621 27th Street Road
 Greeley, CO 80631 USA

Description of Work

Task #	Description	Quantity	Your Price	Your Total
New Equipment Install	Rheem 3 ton, 15.2 seer condenser with matching coil (RA14AZ36AJ1NA), install surge protector on condenser, flush existing refrigerant lines, use existing condenser pad, install new Honeywell programmable thermostat, reclaim and recycle existing equipment, install an AprilAire Merv 11, 4" filter, install to existing furnace and ductwork 10 year parts, 1 year labor on equipment Material, labor, freight, taxes and perit included in cash or check price--\$8009.00	1.00	\$8,009.00	\$8,009.00
RA14AZ36AJ1NA	Additional 4% credit/debit card fee RA14AZ36AJ1NA 3 Ton Rheem Endeavor, 14 SEER2, R-410A, 208/230 volt, single phase Rheem RA14AZ36AJ1NA	1.00	\$0.00	\$0.00

Potential Savings	\$0.00
Sub-Total	\$8,009.00
City of Greeley 4.11%	\$0.00
State of Colorado 2.9%	\$0.00
Total Due	\$8,009.00
Balance Due	\$8,009.00

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

I have inspected all of the work done by Greeley Furnace Co pursuant to the contract terms agreed by me at 621 27th Street Road, Greeley, CO 80631 USA. I find that all work has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed by Greeley Furnace Co to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor pursuant to the contract as agreed.

Greeley Furnace has a 30 day labor warranty and 1 year part warranty on all parts and materials that we provide and install from date of repair.



Greeley Furnace Heating & Air
 2808 S 31st Avenue
 Greeley, CO 80631
 (970) 356-0121

Invoice 82466494
 Invoice Date 8/15/2024
 Completed Date
 Technician Richard Trepanier
 Customer PO
 Payment Term Due Upon Receipt

Billing Address,
 TOWN OF GARDEN CITY
 621 27th Street Road
 Greeley, CO 80631 USA

Job Address
 TOWN OF GARDEN CITY
 621 27th Street Road
 Greeley, CO 80631 USA

Description of Work

Task #	Description	Quantity	Your Price	Your Total
New Equipment Install	System #2 Rheem 3 to, 15.2 seer condenser with matching coil (RA14AZ36AJ1NA), install surge protector on condenser, flush existing refrigerant lines, use existing condenser pad, install new Honeywell programmable thermostat, reclaim and recycle existing equipment, install an AprilAire Merv 11, 4" filter, install to existing furnace and ductwork	1.00	\$8,009.00	\$8,009.00
	10 year parts, 1 year labor on equipment			
	Material, labor, freight, taxes, and permit included in cash/ check price--\$8009.00			
RA14AZ36AJ1NA	Additional 4% credit/debit card fee RA14AZ36AJ1NA 3 Ton Rheem Endeavor, 14 SEER2, R-410A, 208/230 volt, single phase	1.00	\$0.00	\$0.00
Rheem RA14AZ36AJ1NA				

Potential Savings	\$0.00
Sub-Total	\$8,009.00
City of Greeley 4.11%	\$0.00
State of Colorado 2.9%	\$0.00
Total Due	\$8,009.00
Balance Due	\$8,009.00

Thank you for choosing Greeley Furnace

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Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a					License Number	
<input type="checkbox"/> Corporation.....		<input type="checkbox"/> Individual			[REDACTED]	
<input type="checkbox"/> Partnership.....		<input checked="" type="checkbox"/> Limited Liability Company				
2. Name of Licensee			3. Trade Name of Establishment (DBA)			
Ben-Lee-Dan LLC			White Horse Inn			
4. Address of Premises (specify exact location of premises)			5. Business Email Address			
2750 8 th Ave			whitehorseinn1936@yahoo			
City	County	State	ZIP	Business Phone Number		
Garden City	Weld	CO.	80431			

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

Section A – Manager Reg/Change	Section C
<input type="checkbox"/> Manager's Registration (Hotel & Restr.)..... \$30.00	<input type="checkbox"/> Retail Warehouse Storage Permit (ea)..... \$100.00
<input checked="" type="checkbox"/> Manager's Registration (Tavern)..... \$30.00	<input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00
<input type="checkbox"/> Manager's Registration (Lodging & Entertainment)..... \$30.00	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00
<input checked="" type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Change Location Permit (ea)..... \$150.00
<i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>	<input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$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
	<input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
<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
<small>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.</small>		TOTAL AMOUNT DUE \$00

Winery/Limited Winery/Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: City County ZIP

(b) Address of Location 2: City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name Valerie Nelson

New manager's name Munzie Gregg

(b) Date of Employment June 1 2023

Has manager ever managed a liquor licensed establishment? Yes No

Does manager have a financial interest in any other liquor licensed establishment? Yes No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start End (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(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 No

(d) Is the proposed change in compliance with local building and zoning laws? Yes No


(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 No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	<p>11. 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 <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. 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 <input type="checkbox"/> Yes <input type="checkbox"/> No</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 	Print name and Title McKenzie Tracy ^{BAR} Manager	Date 8/19/24
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 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) Town of Garden City		Date filed with Local Authority
Signature	Title Mayor	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

RESIDENTIAL LANDSCAPE IMPROVEMENT AND WATER REBATE APPLICATION
ALL APPLICATIONS ARE DUE BY THE LAST BUSINESS DAY IN MAY

A. APPLICANT

1. Name: BNK REI LLC
2. Address: PO Box 752 Windsor, Co. 80550
3. Telephone: Home: _____
Work: (970) 852-6123
Cell: _____
4. E-mail address: lindsey@epmprops.com

B. TYPE OF REBATE REQUESTED

1. Type of home: Multi Family
2. Address of residence for which the rebate is requested:
2600 9th Ave. Garden City, Co. 80631
3. Do you own or rent?
If you checked rent, state the owner's name, address and telephone number:

Submit written consent of property owner to participate in the program.

C. ATTACHMENTS

- 1. Renters attach the front page of your lease.
- 2. All owner applicants attach a copy of two water bills that you have paid in the last twelve months.
- 3. Attach a photograph of your property as it exists and the time of application.
- 4. Briefly describe the improvements you will make to seek a rebate grant.

D. RULES

- 1. Only one rebate is available to each property address or household.
- 2. Multi-Family units may qualify for one rebate unless there are multiple owners.
- 3. The rebate is paid at the discretion of the Board of Trustees or a committee selected by the Board.
- 4. The rebate amount will be one-half of the totals of your water bills for the months of May, June, July and August up to a maximum rebate amount of \$400.

Save your May, June, July and August water bills as you cannot receive the rebate without proof of the amount billed by and paid to the City of Greeley.

- 5. Take photographs of your landscape at the end of August and submit them to the Town by the deadline of September 15.
- 6. Grant amounts will be approved or disapproved after September 15.
- 7. Grant rebates will be based upon your contribution to the enhanced appearance of the neighborhood.

Applicant understands that only one rebate is available to each property, address or household. Applicant understands that the rebate is paid at the discretion of the Board of Trustees of the Town of Garden City and no right to a rebate exists except upon complete application and approval of the rebate.

Nate Santillanes
Renter or Owner

08/21/2024
Date



City of Greeley
Water & Sewer
P.O. Box 1928
Greeley, CO 80632-1928

Statement of Account for Utility Service

Section 6, Item a.

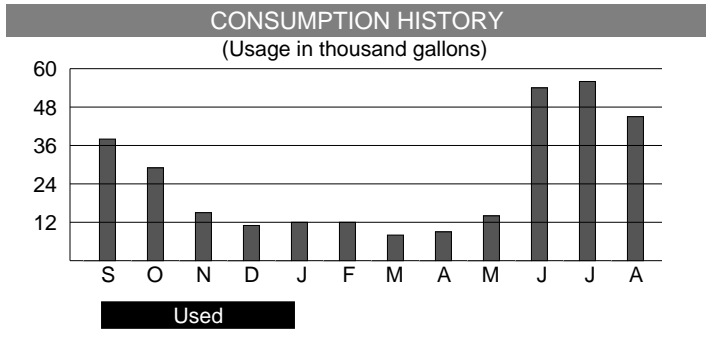
THANK YOU FOR YOUR PROMPT PAYMENT.

ACCOUNT INFORMATION	
Account Number	015-807177-01
Service	2600 9TH AVE
Location	

WATER CHARGES			
RESIDENTIAL WATER	Used	Rate	Amount
Residential Water	45	11.660	\$524.70
Base Charge			\$17.74

METER INFORMATION					
Meter ID	Date	Curr Read	Date	Prev Read	Usage
230221162	08/06	55	07/08	10	45

BILLING SUMMARY	
Payments	\$526.25-
Adjust	\$189.75-
Bal Fwd	\$189.75-
RESIDENTIAL WATER	\$542.44
OUTSIDE MULTI RESID	\$86.40



CURRENT CHARGES	\$628.84
TOTAL DUE ON 08/26/24	\$439.09

WATER CONSERVATION MESSAGES

Register for WaterSmart. It's free!
Track water use & receive leak alerts
Go to greeley.watersmart.com

Regístrese en WaterSmart. ¡Es gratis!
Mida el uso del agua y reciba alertas de fuga de agua
Visite greeley.watersmart.com

BILLING MESSAGES

CUSTOMER SERVICE: 970-350-9811

TO PAY YOUR BILL ONLINE WITH NO FEES,
GO TO WWW.GREELEYGOV.COM/UTILITYBILL

PARA PAGAR SU FACTURA SIN CARGOS,
VAYA A: WWW.GREELEYGOV.COM/UTILITYBILL

DETACH AT PERFORATION AND RETURN WITH YOUR REMITTANCE

Account Number	Service Location	Due Date	Amount Due	Amount Enclosed
015-807177-01	2600 9TH AVE	08/26/24	\$439.09	



City of Greeley
Water & Sewer
P.O. Box 1928
Greeley, CO 80632-1928

BNK REI LLC
7881 WINDSONG RD
WINDSOR CO 80550



City of Greeley
 Water & Sewer
 P.O. Box 1928
 Greeley, CO 80632-1928

Statement of Account for Utility Service

Section 6, Item a.

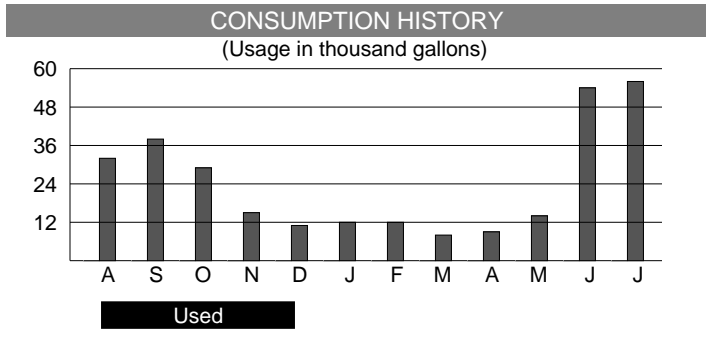
THANK YOU FOR YOUR PROMPT PAYMENT.

ACCOUNT INFORMATION	
Account Number	015-807177-01
Service	2600 9TH AVE
Location	

WATER CHARGES			
RESIDENTIAL WATER	Used	Rate	Amount
Residential Water	28	11.660	\$326.48
Base Charge			\$19.57

METER INFORMATION					
Meter ID	Date	Curr Read	Date	Prev Read	Usage
230221162	07/08	10	06/26	0	10
94421706L	06/26	3658	06/06	3640	18

BILLING SUMMARY	
Payments	\$507.63-
Bal Fwd	\$0.00
RESIDENTIAL WATER	\$346.05
OUTSIDE MULTI RESID	\$180.20



CURRENT CHARGES	\$526.25
TOTAL DUE ON 07/28/24	\$526.25

WATER CONSERVATION MESSAGES

Register for WaterSmart. It's free!
 Track water use & receive leak alerts
 Go to greeley.watersmart.com

Regístrese en WaterSmart. ¡Es gratis!
 Mida el uso del agua y reciba alertas de fuga de agua
 Visite greeley.watersmart.com

BILLING MESSAGES
CUSTOMER SERVICE: 970-350-9811

TO PAY YOUR BILL ONLINE WITH NO FEES,
 GO TO WWW.GREELEYGOV.COM/UTILITYBILL

PARA PAGAR SU FACTURA SIN CARGOS,
 VAYA A: WWW.GREELEYGOV.COM/UTILITYBILL

DETACH AT PERFORATION AND RETURN WITH YOUR REMITTANCE

Account Number	Service Location	Due Date	Amount Due	Amount Enclosed
015-807177-01	2600 9TH AVE	07/28/24	\$526.25	



City of Greeley
 Water & Sewer
 P.O. Box 1928
 Greeley, CO 80632-1928

BNK REI LLC
 7881 WINDSONG RD
 WINDSOR CO 80550

Empire Property Management, LLC.
PO Box 752
Windsor, CO 80550

BNK REI Operating Account
ANB Bank
7881 Windsong Drive
Windsor, CO 80550

Date:
Check #:

Section 6, Item a.

Vendor Website

Pay to the order of: **CITY OF GREELEY**

This amount: THREE THOUSAND, TWO HUNDRED EIGHT AND 12/100 DOLLARS

\$3,208.12

Water/Sewer Service
MEMO

SIGNATURE

Property	Unit	Account	Amount	Description
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$491.43	Water/Sewer Service - 2616
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$230.28	Water/Sewer Service - 2618
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$352.15	Water/Sewer Service - 2620
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$595.89	Water/Sewer Service - 2622
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$38.77	Water/Sewer Service - 2614
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$195.46	Water/Sewer Service - 2610
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$108.41	Water/Sewer Service - 2612
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$526.25	Water/Sewer Service - 2608
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$143.23	Water/Sewer Service - 2604
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$526.25	Water/Sewer Service - 2600



City of Greeley
Water & Sewer
P.O. Box 1928
Greeley, CO 80632-1928

Statement of Account for Utility Service

Section 6, Item a.

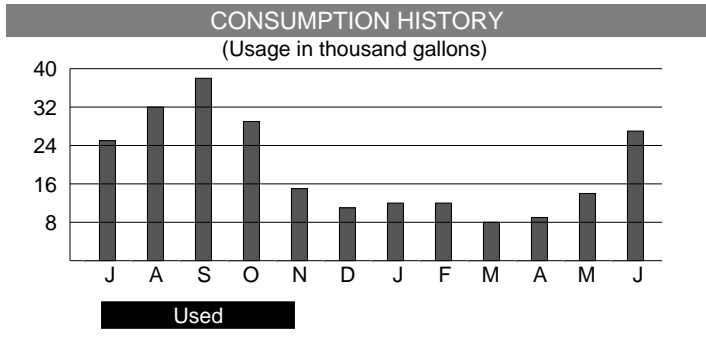
THANK YOU FOR YOUR PROMPT PAYMENT.

ACCOUNT INFORMATION	
Account Number	015-807177-01
Service	2600 9TH AVE
Location	

WATER CHARGES			
RESIDENTIAL WATER	Used	Rate	Amount
Residential Water	27	11.660	\$314.82
Base Charge			\$18.96

METER INFORMATION					
Meter ID	Date	Curr Read	Date	Prev Read	Usage
94421706L	06/06	3640	05/06	3613	27

BILLING SUMMARY	
Payments	\$282.51-
Bal Fwd	\$0.00
RESIDENTIAL WATER	\$333.78
OUTSIDE MULTI RESID	\$173.85



CURRENT CHARGES	\$507.63
TOTAL DUE ON 06/26/24	\$507.63

WATER CONSERVATION MESSAGES

Register for WaterSmart. It's free!
Track water use & receive leak alerts
Go to greeley.watersmart.com

Regístrese en WaterSmart. ¡Es gratis!
Mida el uso del agua y reciba alertas de fuga de agua
Visite greeley.watersmart.com

BILLING MESSAGES
CUSTOMER SERVICE: 970-350-9811

TO PAY YOUR BILL ONLINE WITH NO FEES,
GO TO WWW.GREELEYGOV.COM/UTILITYBILL

PARA PAGAR SU FACTURA SIN CARGOS,
VAYA A: WWW.GREELEYGOV.COM/UTILITYBILL

DETACH AT PERFORATION AND RETURN WITH YOUR REMITTANCE

Account Number	Service Location	Due Date	Amount Due	Amount Enclosed
015-807177-01	2600 9TH AVE	06/26/24	\$507.63	



City of Greeley
Water & Sewer
P.O. Box 1928
Greeley, CO 80632-1928

BNK REI LLC
7881 WINDSONG RD
WINDSOR CO 80550

Empire Property Management, LLC.
PO Box 752
Windsor, CO 80550

BNK REI Operating Account
ANB Bank
7881 Windsong Drive
Windsor, CO 80550

Date:
Check #:

Section 6, Item a. 24
Vendor Website

Pay to the order of: **CITY OF GREELEY**

This amount: FIVE THOUSAND, ONE HUNDRED ELEVEN AND 12/100 DOLLARS

\$5,111.12

Water/Sewer Service
MEMO

SIGNATURE

Property	Unit	Account	Amount	Description
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$1,221.44	Water/Sewer Service - 2616
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$229.07	Water/Sewer Service - 2618
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$350.94	Water/Sewer Service - 2620
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$716.55	Water/Sewer Service - 2622
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$977.70	Water/Sewer Service - 2614
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$159.43	Water/Sewer Service - 2610
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$142.02	Water/Sewer Service - 2612
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$664.32	Water/Sewer Service - 2608
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$142.02	Water/Sewer Service - 2604
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$507.63	Water/Sewer Service - 2600



City of Greeley
 Water & Sewer
 P.O. Box 1928
 Greeley, CO 80632-1928

Statement of Account for Utility Service

Section 6, Item a.

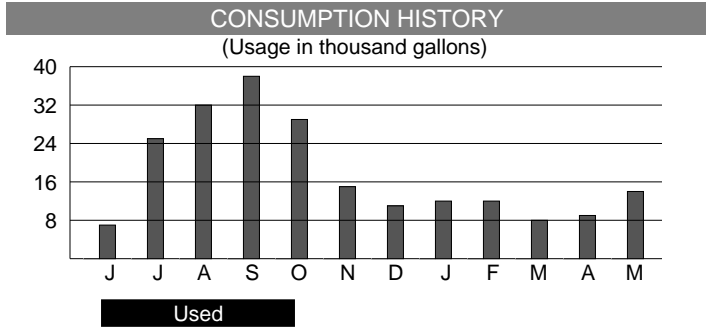
THANK YOU FOR YOUR PROMPT PAYMENT.

ACCOUNT INFORMATION	
Account Number	015-807177-01
Service	2600 9TH AVE
Location	

WATER CHARGES			
RESIDENTIAL WATER	Used	Rate	Amount
Residential Water	14	11.660	\$163.24
Base Charge			\$19.57

METER INFORMATION					
Meter ID	Date	Curr Read	Date	Prev Read	Usage
94421706L	05/06	3613	04/04	3599	14

BILLING SUMMARY	
Payments	\$191.83-
Bal Fwd	\$0.00
RESIDENTIAL WATER	\$182.81
OUTSIDE MULTI RESID	\$99.70



CURRENT CHARGES	\$282.51
TOTAL DUE ON 05/26/24	\$282.51

WATER CONSERVATION MESSAGES

Register for WaterSmart. It's free!
 Track water use & receive leak alerts
 Go to greeley.watersmart.com

Regístrese en WaterSmart. ¡Es gratis!
 Mida el uso del agua y reciba alertas de fuga de agua
 Visite greeley.watersmart.com

BILLING MESSAGES
CUSTOMER SERVICE: 970-350-9811

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PARA PAGAR SU FACTURA SIN CARGOS,
 VAYA A: WWW.GREELEYGOV.COM/UTILITYBILL

DETACH AT PERFORATION AND RETURN WITH YOUR REMITTANCE

Account Number	Service Location	Due Date	Amount Due	Amount Enclosed
015-807177-01	2600 9TH AVE	05/26/24	\$282.51	



City of Greeley
 Water & Sewer
 P.O. Box 1928
 Greeley, CO 80632-1928

BNK REI LLC
 7881 WINDSONG RD
 WINDSOR CO 80550

Empire Property Management, LLC.
PO Box 752
Windsor, CO 80550

BNK REI Operating Account
ANB Bank
7881 Windsong Drive
Windsor, CO 80550

Date:
Check #:

Section 6, Item a.
Vendor Website

Pay to the order of: **CITY OF GREELEY**

This amount: TWO THOUSAND, FOUR HUNDRED FIFTY-NINE AND 49/100 DOLLARS

\$2,459.49

Water/Sewer Service
MEMO

SIGNATURE

Property	Unit	Account	Amount	Description
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$386.97	Water/Sewer Service - 2616
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$247.69	Water/Sewer Service - 2618
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$317.33	Water/Sewer Service - 2620
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$247.69	Water/Sewer Service - 2622
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$265.10	Water/Sewer Service - 2614
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$178.05	Water/Sewer Service - 2610
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$143.23	Water/Sewer Service - 2612
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$230.28	Water/Sewer Service - 2608
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$160.64	Water/Sewer Service - 2604
Flats at 9th Ave - 2600-2622 9th Avenue Garden City, CO 80631	--	6173: Water	\$282.51	Water/Sewer Service - 2600

DONATION RECEIPT

Thank you for your generosity. We appreciate your support!

Date: 09/03/2024

Weld County Bears Pop Warner Non-Profit Organization

EIN: 47-1169502

DONATION INFORMATION

Donor's Name: Town of Garden City

Donor's Mailing Address: 621 27th St Rd
Garden City, CO 80631
970-351-0041

Donation Value: \$250.00

Donation Description: In support of the Weld County Bears and specifically Max Schwartz / Empire Pizza - a long-time Garden City business.

Weld County Bears is a registered 501(c)3 non-profit organization. Therefore, your generous donation is tax-deductible. Please retain this receipt, and use the EIN number above to claim your tax deduction. Our program would not operate without your support, so thank you from the entire organization.



Tiffany Wood

Tiffany Wood - Treasurer, Weld County Bears

Dear Friends:

I would like to personally invite you to our upcoming **District 2 Fall Meeting** on Wednesday, September 18. These meetings provide a wonderful opportunity to connect with fellow members, discuss issues facing our communities, celebrate our recent achievements, and hear from CML staff about the upcoming legislative session and future training initiatives.

This year, the **City of Fort Collins** is hosting the meeting at the Center for Creativity. The meeting will kick off at 5 p.m., with a social hour to connect with your colleagues and CML staff, followed by a dinner meeting at 6 p.m.

Please RSVP [here](#) by Sep. 11. The cost of the event is \$30, and payments should be sent directly to the City of Fort Collins or you can [click here](#) to pay with a CC. Deadline to register is September 11th.

These meetings are a great way to exchange ideas and discuss the issues affecting your community. Your participation is important, and I encourage you to attend and share your insights. Together, we can work towards a stronger Colorado.

If you have any questions, please feel free to reach out to me or Karen Rosen, CML meeting & events planner, at krosen@cml.org.

We hope to see you there!

Kevin

Kevin Bommer
Executive Director
Colorado Municipal League
1144 Sherman Street
Denver, CO 80203
(303) 831-6411 · (866) 578-0936
kbommer@cml.org · www.cml.org



COLORADO
MUNICIPAL
LEAGUE

August 28th, 2024

TOWN OF GARDEN CITY
CHERYL CAMPBELL
621 27TH STREET
GARDEN CITY, CO
(970)351-0041

**RE: Proposal for Professional Engineering Services
Town of Garden City**

Dear Cheryl,

We are pleased to provide this proposal to assist with the drainage investigation at the BMC West site located at the east end of 27th Street. The site has experienced drainage issues, and our efforts will focus on evaluating the existing drainage conditions upstream of the property, extending across US 85 Business. Additionally, we will be attempting to determine who put the storm sewer across US 85 Business.

To begin, Baseline Engineering will conduct an initial data collection phase. This will involve gathering relevant drainage reports and approved construction documents from CDOT, Greeley, and other sources if found available. Once the data collection is complete, we will review the information and provide a summary of our findings.

Based on this initial review, we will collaborate with the Town to determine the appropriate next steps, which will be defined in a subsequent phase. This second phase will likely involve the development of a drainage investigation report that outlines the current conditions and proposes options to mitigate the defined drainage issues. Should a solution be selected, additional design work will be required to implement the proposed mitigation measures.

On the following page is a Scope of Services and a proposal that outlines the major issues and process for the project. We appreciate the opportunity to assist and we look forward to working with you on this project.

Sincerely,
Baseline Engineering Corporation



Luke Myers, PE
Engineering Manager

A.1 SCOPE OF SERVICES AND PROJECT UNDERSTANDING

It is Baseline Engineering’s understanding that the BMC West property has experienced stormwater entering their site and the property owner is claiming it is the responsibility of the Town to take corrective action to ensure it does not happen in the future. Their current theory is that the Town of Garden City installed a storm sewer under US 85 business that directs stormwater toward their site. We understand that CDOT has indicated that the pipe under US 85 Business is not theirs.

Baseline Engineering proposes to begin with an initial information gathering phase where we will start work with a site walk with the client to fully understand the drainage issues on site. Baseline Engineering will also request all documents associated with the site design from the client as well as pursue obtaining pertinent documentation from CDOT and the City of Greely to uncover the design intent of this area.

Once the available historic information has been collected and reviewed, we will work with the town to define our roll and effort for the next phase of the investigation and mitigation recommendations.

PHASE 1 - DRAINAGE INVESTIGATION INFORMATION GATHERING

We will prepare a letter summarizing existing drainage conditions associated with area tributary to the BMC West site and, if possible, identify who installed the storm sewer under US 85 Business. This initial phase of the drainage investigation will include a field visit, existing document collection, and existing document review to. We will use the information gathered to work with the Town to determine next steps.

MEETINGS AND ADMINISTRATION

One site visit and three zoom coordination meetings are included in this fee. Meetings with the project team during design are expected.

PROPOSED FEE **\$5,000**

In addition to the professional services set forth above, Baseline shall be compensated 110% of Reimbursable Expenses such as printing, postage, messenger services. Baseline shall be compensated 110% of any subcontractor fees, and application fees if applicable.

A.2 PROJECT SCHEDULE

Baseline will commence work immediately upon contract execution. The overall project delivery schedule will be produced with the input from the project team once the project is commenced. It is anticipated that this project will take 3-4 weeks to complete.

A.3 PROJECT DELIVERABLES

Ongoing coordination with the project team the investigation process.

- 1. Existing Drainage Information Summary

SERVICES PROVIDED UPON REQUEST

PHASE 2 – DEVELOP MITIGATION SOLUTION

Baseline Engineering will quantify the peak runoff the subject area receives as well as any detention or flood attenuation downstream. This will help in determining the extent of the issue and inform the proposed alternative options. Once the issue has been quantified, multiple high level concept designs will be presented with varying degrees of mitigation. All this information will be presented within a report.

TOPOGRAPHIC MAPPING

We will locate all improvements, show locations of known underground/overhead utilities, trees, indicate elevations and contours, and provide information on adjacent streets, and drainage ways. Spot elevations taken will allow for contours to be presented at 1-foot intervals and show detailed drainage patterns. The survey will be design ready for utilization by the engineer in developing construction plans.

A.4 ADDITIONAL SERVICES (EXCLUSIONS)

- I. Outside Services. The Consultant anticipates that the Client will contract directly with a structural engineer for the building for services relating to these specialties.
- II. Gas, Electric, Telephone, and Cable TV. The Consultant anticipates that the Client will coordinate and contract directly with respective utility companies for design of required facilities. Offsite easements will be prepared as an Additional Service on an hourly basis.
- III. Non-Plat Easements. For purposes of this Agreement, it is assumed that onsite easements will be prepared as an Additional Service on an hourly basis.
- IV. Submittal Items. Submittal items such as fees, title work, previous documents by others, architectural elevations, landscape plans, etc. shall be provided by the Client or others.
- V. Construction Surveying. Construction phase staking is not included in this Agreement. At the time that the Scope of Services is determined Baseline may provide an agreement.
- VI. Offsite Improvements. This contract is for improvements within the parcel or immediately adjacent thereto. Improvements outside this parcel are considered offsite and are not included in this contract. In particular, offsite water, sanitary sewer, storm sewer, and roadways are not anticipated for this project.
- VII. Underdrain Improvement Plan. The Consultant anticipates that an underdrain system is not required. If during the course of the project it is determined by the soils engineer that an underdrain system is required, the Consultant shall prepare a plan as an Additional Service.
- VIII. Miscellaneous Exclusions. The following are items that are specifically excluded from this contract:
 - Verifying the accuracy of the work of others
 - Bidding of project work
 - Geotechnical work
 - Environmental work
 - Traffic study and signalization & analysis
 - Underground Detention Design
 - As-Built Survey & Plans
 - Subsurface Utility Engineering
 - Review of a Development Agreement
 - Mineral interest research and notice
- IX. Plan Revisions. The fees set forth in the Payment Schedule include preparation of revisions to associated documents based upon comments issued by the reviewing agencies with regard to plan content, accuracy, and compliance with published design standards effective as of the date of this Agreement. Three rounds of review are anticipated with this review and approval process. All revisions to the associated documents made necessary due to changes in the site plan layout, new or updated design standards, or the introduction of new and/or additional information not previously made available to the Consultant, shall be performed as an Additional Service.

STANDARD OF CARE

Baseline's services shall be performed in a manner consistent with the care and skill ordinarily exercised by professionals practicing in the same locality and specialty under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by Client. Baseline makes no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Baseline expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "Standard of Care."

PAYMENT PROVISIONS

Client shall make an initial payment of \$0 as a retainer upon execution of Agreement. Upon receipt of the retainer Baseline shall commence services. The retainer shall be held by Baseline and applied against the **final** invoice. If the amount of the retainer exceeds the final invoice, Baseline shall refund the balance with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due. Interest earned on the retainer shall in all instances be for the account of Baseline and shall not be included in any refund or remittance calculation.

A 3% discount is included in the cost of services above for payment in compliance with this Agreement as follows: payment to Baseline shall be in the form of a check or Electronic Funds Transfer (contact Baseline for EFT information) **payable to Baseline Engineering Corporation, PO Box 312, Broomfield, CO 80038-0312**. Other payment arrangements must be approved in advance by Baseline and may be subject to forfeiture of the discount and/or additional terms and conditions including, without limitation, a personal guaranty.

BASIS OF AGREEMENT (CLIENT RESPONSIBILITIES)

The Consultant (Baseline) shall be provided with the following documents:

- Client will provide all existing documents associated with the site design and construction.

PROJECT LOCATION MAP





August 30, 2024

CLIENT: Town of Garden City
621 27th Street Road
Garden City, CO 80631
Attn: Cheryl Campbell, Town Clerk
VIA EMAIL

RE: TOWN OF GARDEN CITY – DRAINAGE ANALYSIS
EPS|NE Project P24-0601

PROPOSAL / SCOPE OF WORK

Thank you for allowing EPS Group | Northern Engineering (EPS) to provide this proposal for the civil engineering and land surveying required for TOWN OF GARDEN CITY – DRAINAGE ANALYSIS. We understand the project will consist of open records requests and researching title commitments for information related to drainage and/or irrigation conveyance. Based on the findings, EPS will provide preliminary findings and recommendations to the Town.

SCOPE OF WORK

1. DUE DILIGENCE Not To Exceed: \$8,750

- Phone, electronic mail, and meetings.
• Up to twenty-four (24) hours of research of Title Commitment and Schedule B of subject property.
• Open records requests to Colorado Department of Transportation (CDOT), for available information pertaining to Business US85.
• Provide conceptual assessments and exhibit(s) on findings.
• Attendance at one (1) Town Board meeting, if required.
• Coordinate with the Client on applicable comments and requests regarding scope of work.
• EPS will provide a summary report/findings on conceptual research and findings.
• Upon completion of the summary report/findings, EPS can provide a fee proposal to include applicable fees to complete applicable survey, design, construction documents, entitlements, permitting, and other services (i.e., geotechnical engineering).

ASSUMPTIONS AND EXCLUSIONS

1. EPS proposes to provide the services outlined above on a time and expense, not to exceed basis, except where noted. Any additional work outside the above Scope will be addressed by an Additional Service Agreement, the terms of which will be determined when the service is requested.
2. Client will provide recent title commitments of the subject properties and copies of the B-2 Exceptions to EPS Group prior to the commencement of any survey services.
3. The addressing of any extensive comments and/or revision requests by an attorney, client, governing agency, or title company will be based on an additional time and expense basis.
4. Fees associated with applicable Open Record requests will be paid directly by the Client.
5. Unless otherwise noted, fees do not include site visits, meetings, hearings, multiple analyses, legal opinion/advice, expert witness, detailed design, nor construction documents.

FEE SUMMARY:

BASE CONTRACT PHASE	FEES	
Due Diligence	\$ 8,750	[Not To Exceed]
TOTAL BASE FEES	\$ 8,750	

AGREEMENT AUTHORIZATION:

This Agreement is subject to the Terms and Conditions outlined below. If you wish to authorize our team to proceed with the services outlined above, please execute this Agreement in the space provided below.

Sincerely,

EPS GROUP | NORTHERN ENGINEERING SERVICES, INC.

BRADLEY A. CURTIS, PE, CPM, LEED AP
Senior Project Manager

APPROVED BY:

Signature: _____

Title: _____

Name: _____

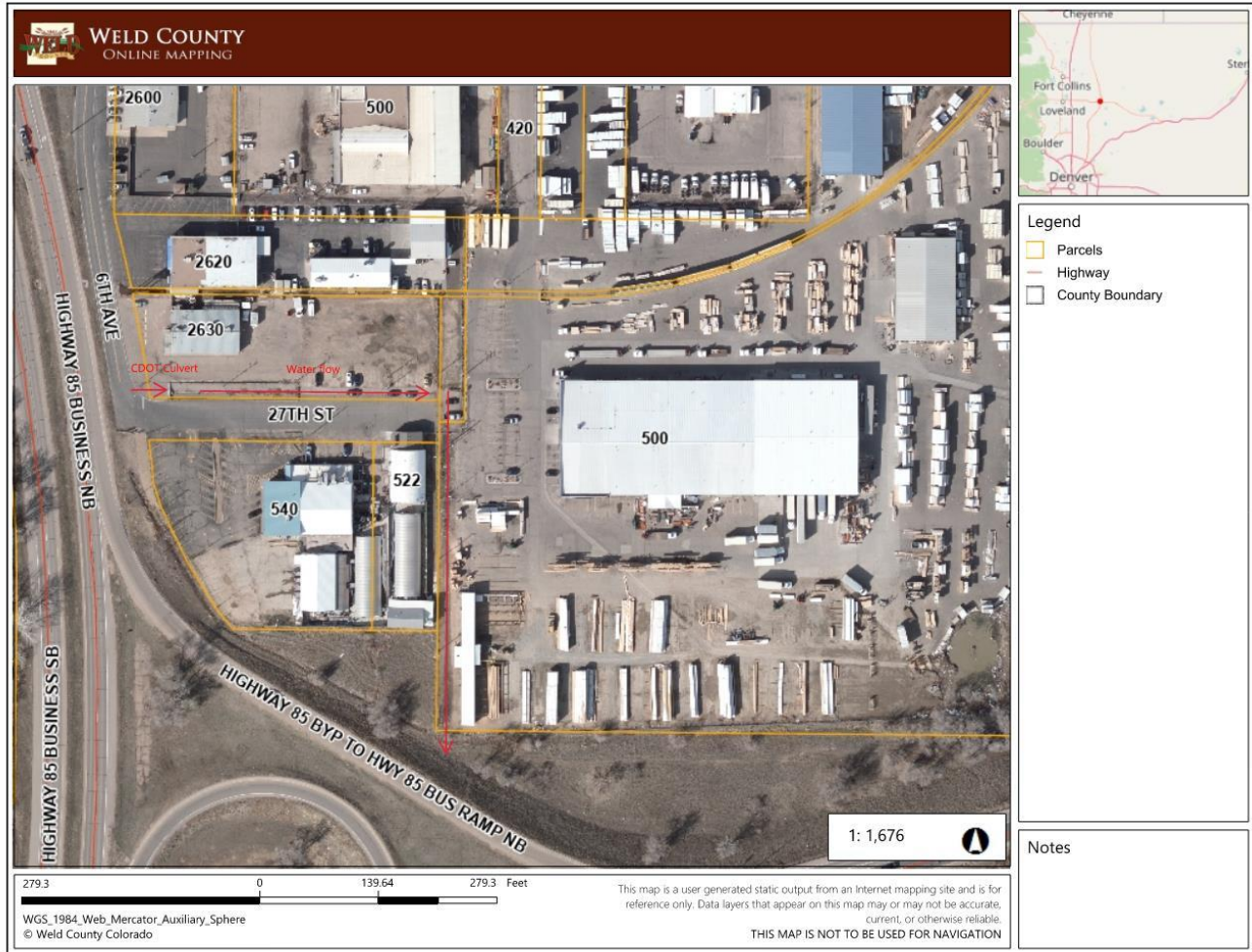
Date: _____



EPS
GROUP

NE
NORTHERN
ENGINEERING

AREA OF INTEREST :



TERMS AND CONDITIONS:

1. **TERMS OF AGREEMENT:** Completion of all services indicated in contract amounts mentioned in this Agreement are valid for one year from the date of execution of this Agreement. Because of inflation and resultant cost increases, EPS (EPS Group Inc.) reserves the right to review the remaining contract amounts at the end of the one year period and negotiate possible cost adjustments to this Agreement. Fee proposals are valid for 30 days from the date of submittal and are also subject to adjustments should the proposal not be accepted within 30 days.
2. **OWNERSHIP OF DOCUMENTS:** All drawings, exhibits, reports, and other original documents, including electronic files of such documents, are instruments of service and shall remain the property of EPS Group, except where by law or precedent these documents become public property. Client shall not use such items on other projects without EPS Group's prior written consent. As long as the Client is not in default on any of the terms of this agreement, EPS Group will provide copies and/or electronic files to the Client and/or their agents (with Client's approval). Client shall be responsible for any materials cost and/or additional labor costs associated with providing these copies or files. Client also acknowledges that electronic files are subject to the following disclaimer:
 "Notice to Recipients of Electronic Files from EPS Group, Inc.: All electronic files are for recipient's use only and all files are subject to revisions. EPS Group makes no guarantees nor warrants the accuracy or completeness of any of the information contained in these files, as recipients should verify all information with actual sealed and signed documents. It shall also be the responsibility of recipients to obtain any future updates from EPS Group, Inc."
3. **DELAYS:** Any delay or default in the performance of any obligation of EPS Group under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, materials shortages, power or transportation problems, failure of Client or Client's agents to furnish information or to approve or disapprove EPS Group's services or any other cause beyond EPS Group's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of EPS Group as long as performance is delayed or prevented thereby.
4. **LIABILITY:** EPS Group makes no representation of warranty, either expressed or implied, as to its findings, recommendations, specifications or professional services provided hereunder, except that the standard of care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EPS Group agrees to be responsible for its own or its employees' negligent acts, errors, or omissions, which shall be limited to EPS Group's liability insurance coverage for the work and is regarded as fair and negotiated.
5. **INDEMNIFICATIONS:** Client shall indemnify, defend and hold EPS Group harmless from any and all cost, expense claim, damage or liability of any nature arising from: (a) soils conditions; (b) changes to or deviations from exhibits, reports, plans or specifications made by Client or others; (c) use by Client or others of plans, surveys or drawings unsigned by EPS Group registrants or for using signed plans for any purpose other than the specific purpose for which they were intended; (d) job site conditions and performance of work on the project; (e) inaccuracy of data or information supplied by the Client and/or the Client's Consultants; (f) cost figures or quantities used in connection with maps, plans, specifications or drawings (See Item #9); (g) onsite construction review, construction certifications and/or completion of quality of performance of contracts by the construction contractor or other third parties, unless otherwise specifically indicated in the Scope of Services; and (h) accuracy of estimated areas, unless such areas are provided on sealed final plats and/or other legal documents.
6. **CLIENT'S CONSULTANTS:** It is understood and agreed that the Client/Owner shall contract directly with other professionals for other services, unless it is clear in the Scope of Services that those services are to be provided by EPS Group. The client agrees that EPS Group shall have no responsibility or liability for any portion of the project designed or directed by the Client's other consultants. EPS Group shall not be required to check or verify other consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations.
7. **MEDIATION/ARBITRATION/LEGAL COSTS:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. In the event mediation fails to resolve the conflict or dispute, both parties may agree to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation

and collections, including and without limitation: witness fees, court costs and attorney's fees (including such costs and fees on appeal), shall be paid to the prevailing party up to a maximum of \$20,000.

8. **ASSIGNMENTS/WAIVERS:** Neither Client nor EPS Group shall assign any interest in this Agreement without the prior written consent of the other, but EPS Group may subcontract outside labor assistance for any portion of the services to be performed hereunder without such consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto on the subject hereof, unless amended by a separate signed agreement between both parties hereafter. One or more waivers of any term, condition, or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition, or covenant. It is the intention of the parties that the laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder.
9. **ESTIMATION OF QUANTITIES AND COSTS:** All estimates of quantities and costs provided by EPS Group are only a best judgment of those quantities and costs. EPS Group does not warrant or guarantee any quantity or cost estimations, as such items are subject to variations caused by construction methods, variances in materials and equipment, inflation, competitive bidding methods and market conditions. Earthwork quantities in particular are subject to variables that are beyond the Engineer's control, including: topographic survey methods and accuracy, shrink/swell percentages, clearing/grubbing methods, actual degrees of compaction, accuracy of actual grades, accuracy of staking and methods of earthwork moving.
10. **CHANGES, REVISIONS, ADDITIONAL SERVICES:** Any services agreed to be performed by EPS Group at the request of Client in addition to those set forth herein shall be paid for by Client as extra Additional Services. Such Additional Services shall include, but not be limited to, additional professional services or survey field crew time caused by policy or procedural changes of governmental agencies, additions to the Scope of Services and/or revisions to layouts requested by the Client and/or their consultants after service has commenced and/or to modify documents to lower Client's cost due to Client budget constraints. All Additional Services are to be billed as indicated in written addendums or change orders as fixed fees or on an hourly basis in accordance with EPS Group's prevailing time and material rates. Client shall indicate in writing to EPS Group that any Additional Services are agreed to prior to commencing with such efforts.
11. **PAYMENT FOR SERVICES:**
 - a. Invoices will be issued at the end of each month, are due and payable upon receipt and are delinquent thirty (30) days after date on the invoice. EPS Group reserves the right to terminate this Agreement or suspend all work for said Client until the default is cured.
 - b. Client shall pay the cost for all reimbursable items such as governmental fees, permits, title company charges, sub-consultants, utility locates, delivery charges, toll telephone calls, plots, transferring of electronic data, reproductions and any other incidental charges and expenses not specifically covered by the terms of this Agreement at EPS Group's cost plus 10%.
 - c. Client shall promptly review invoices and notify the EPS Group Project Manager of any objections thereto. Absent such objection in writing within ten (10) working days of the date of the invoice, the invoice shall be deemed proper and acceptable. Use of back charges by the Client against EPS Group's invoicing shall not occur without written approval of an EPS Group Principal. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of the invoice.
 - d. If invoices are not paid in full prior to delinquency, Client may be charged a late fee on the unpaid amount at the rate of two percent (2%) per month from the delinquency date. All payment received shall first be credited to payment of late fees and then to the principal balance. EPS reserves the right to suspend services for non-payment and shall have no liability to Client due to such service suspension.
 - e. EPS Group may subscribe to a collection agency, and any and all accounts unpaid beyond ninety (90) days due may be referred for collection unless specific agreements are made otherwise. All fees, expenses and other costs of collection will be added to the amount due at the end of ninety (90) days that are at the prevailing rates of the agency at the time of referral, including accumulated interest as stated in the Paragraph above.

