



**Board of Trustees Regular Meeting Agenda**  
**August 05, 2024 at 5:30 PM**  
**Town Hall - 621 27th Street Road, Garden City, CO 80631**

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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 July, 16 2024 Regular Meeting
  - [b.](#) Approve Minutes from July 23, 2024 Special Meeting
  - c. Approve Bills Paid
  - d. Approve Bills to be Paid
  - [e.](#) Approve Earth Green Fence invoice in the amount of \$18,154.30
  - f. Approve Colorado Department of Labor invoice in the amount of \$9520.00
4. **Public Not on the Agenda Invited to be Heard**
5. **Marijuana**
  - [a.](#) Smoke Holdco LLC DBA Star Buds Medical Marijuana Facility License Renewal ML-2515-24
6. **Liquor**
  - [a.](#) Everyday Stores LLC Permit Application and Report of Changes Change of Registered Manager
  - [b.](#) Everyday Stores LLC DBA Everyday Stores #5709 Fermented Malt Beverage and Wine liquor license renewal
  - [c.](#) Approve Festival Permit for Bootleggin' Days 2024
  - [d.](#) Approve Permission Letter
7. **Approve Administrative Assistant position**
8. **Consider Greeley Furnace Co proposal for condenser replacement**
  - [a.](#) Greeley Furnace Proposal
9. **Bootleggin' Days**
  - a. Discuss food vouchers for Friday night
10. **Olsson Contract**
  - [a.](#) Approve Olsson Contract with Legal Revisions
11. **Discuss moving forward with Allo Internet**
12. **Discuss Town Christmas Party**
13. **Schedule Budget Work Sessions**
14. **Staff Reports**
  - a. Town Administrator
  - b. Police Chief
  - c. Public Works Director

d. Town Attorney

**15. Personnel Issue--May be an executive session**

- a. Jeremy Black-Annual Evaluation
- b. Cheryl Campbell-Annual Evaluation

**16. Other Board Issues**

**17. Announcements**

- a. National Night Out is tomorrow August 6<sup>th</sup> at 5pm
- b. 8/7 Evans Chamber Event Lunch, Learn, Leads, 11:30-1:00 3819 Saint Vrain St.
- c. 8/13 Evans Chamber Event NOCO Connections, Tightknit Brewery 5:00-7:00
- d. 8/15 Evans Chamber Event BAH The Fleece Factory 5:00-7:00
- e. Bootleggin' Days is August 23<sup>rd</sup> 5-9pm and August 24<sup>th</sup> 10am-7pm

**18. Adjourn**



**Board of Trustees Regular Meeting Minutes**  
July 16, 2024 at 5:30 PM  
Town Hall - 621 27th Street Road, Garden City, CO 80631

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Mayor Fil Archuleta and trustees Tim Costello, Alex Lopez, Leigh Sorensen, Katherine Rodriguez, Sam Parsons, and Gary Sorensen were present. Staff present: Town Administrator Cheryl Campbell and Town Attorney Amy C. Penfold. Issy Alarcon.

**Consent Agenda**

- a. Approve Minutes from July 2, 2024 Regular Meeting
- b. Approve Treasurer's Report from June 2024
- c. Approve Bills Paid
- d. Approve Bills to be Paid
- e. Approve Anderson & Whitney invoice in the amount of \$11,200 for the 2023 Audit
- f. Approve Rush Management invoice in the amount of \$3,280.00 for street cleaning
- g. Approve LEC Construction, LLC invoice in the amount of \$4,000.00 for the Community Center light poles
- h. Approve At Your Service Electric invoice in the amount of \$3,346.70

Tim Costello moved, and Alex Lopez seconded to approve the consent agenda a-h.  
7 Aye. 0 Nay. Motion carried.

**Public Not on the Agenda Invited to be Heard**

There was none.

**Marijuana**

- a. LivWell I LLC DBA LivWell Medical Marijuana Store License Renewal

Tim Costello moved, and Leigh Sorensen seconded to approve the renewal of LivWell I LLC DBA LivWell Medical Marijuana Store license ML-2647-24.

7 Aye. 0 Nay. Motion carried.

**Grants**

- a. Final Review and Payment of BNK REI LLC Pavement Grant Application in the amount of \$3,287.50

Tim Costello moved, and Katherine Rodriguez seconded to approve the final review and payment of the Pavement Grant for BNK REI LLC in the amount of \$3287.50.

7 Aye. 0 Nay. Motion carried.

**Legislative Update**

Town Attorney Amy Penfold gave a report on Colorado State laws passed in 2023 and 2024.

**Guadalupe Donation Approval**

Tim Costello moved, and Leigh Sorensen seconded to approve a \$250.00 donation to the Guadalupe Center in memory of Don Hoff, former Town Attorney for 30+ years.  
7 Aye. 0 Nay. Motion carried.

**Resolutions**

- a. Resolution 12-2024 A Resolution Appointing Alternate Municipal Judge

Tim Costello moved, and Katherine Rodriguez seconded to adopt Resolution 12-2024 A Resolution Appointing Tom Grant as Alternate municipal Judge. Roll call Vote:

Alex Lopez – Yes, Gary Sorensen – Yes, Sam Parsons – Yes, Mayor Fil Archuleta – Yes, Leigh Sorensen – Yes, Tim Costello – Yes, Katherine Rodriguez – Yes.

7 Aye. 0 Nay. Motion carried.

- b. Resolution 13-2024 A Resolution Appointing Cheryl Campbell As Town Administrator And Town Clerk Pursuant To CRS 31-4-304

Gary Sorensen moved, and Sam Parsons seconded to adopt Resolution 13-2024 A Resolution Appointing Chery Campbell As Town Administrator and Town Clerk Pursuant To CRS-31-4-304.

Roll call vote: Sam Parsons – Yes, Tim Costello – Yes, Katherine Rodriguez – Yes, Gary Sorensen – Yes, Leigh Sorensen – Yes, Alex Lopez – Yes, Mayor Fil Archuleta – Yes.

7 Aye. 0 Nay. Motion carried.

**Approve Special meeting for Audit Report**

Sam Parsons moved, and Tim Costello seconded to approve a Special Meeting for July 23, 2024 at 5:30 PM for the 2023 Audit Report by Anderson Whitney. 7 Aye. 0 Nay. Motion carried.

**Staff Reports**

- a. Town Administrator

Administrator has been working with the Auditors to complete field work for the 2023 Audit. Lindsay is at Institute this week. We had a temp start on July 8<sup>th</sup> in the front office. The Chief, Brett, and the temp were all absent today, so Cheryl has been covering the front office for two days.

- c. Town Attorney

No further report.

**Personnel Issue- May be an executive session**

- a. Jeremy Black- Annual Evaluation

Leigh Sorensen moved, and Katherine Rodriguez seconded to continue this item to the August 5, 2024 meeting. 7 Aye. 0 Nay. Motion carried.

- b. Cheryl Campbell- Annual Evaluation

Leigh Sorensen moved, and Tim Costello seconded to continue this item to the August 5, 2024 meeting. 7 Aye. 0 Nay. Motion carried.

**Other Board Issues**

The Board wants backpacks distributed to the first 100 kids at National Night Out. Alex asked if we would be having the tattoo contest at Bootleggin’ Days. He asked Brett to contact the tattoo shop to work out the details.

**Announcements**

- a. The next Regular Board Meeting is Monday, August 5 at 5:30pm
- b. National Night Out is Tuesday, August 6 at 5pm
- c. Evans Chamber of Commerce BAH Red Wing Shoes, 3133 W 10th St, July 18 5pm-7pm
- d. Evans Chamber of Commerce NOCO Connections & Coffee, 931 16th St, July 23, 9am-10:30am
- e. Evans Chamber of Commerce BBH ENT Credit Union, 4735 W 25th St, July 24 7:30am-9:00am

There will be a Special Meeting on July 23, 2024 at 5:30 PM and a work session on July 31, 2024 at 5:30 PM.

**Adjourn**

Sam Parsons moved, and Katherine Rodriguez seconded to adjourn the meeting at 6:10 PM.

DRAFT

Garden City Minutes

July 23, 2024

Special Meeting

Mayor Fil Archuleta and trustees Tim Costello, Alex Lopez, Leigh Sorensen, Katherine Rodriguez, Sam Parsons and Gary Sorensen were present. Staff present: Town Administrator Cheryl Campbell; Melissa Bigler, Anderson and Whitney.

Public Not on the Agenda Invited to be Heard

There was none.

Melissa Bigler from Anderson and Whitney – 2023 Audit Report

Ms. Bigler presented the Audit report for the 2023 Audit. Alex Lopez moved, and Katherine Rodriguez seconded to approve the 2023 Audit Report.

7 Aye. 0 Nay. Motion carried.

Other Board Issues

Alex Lopez asked if the fire hydrants had been flushed. Alex Lopez and File Archuleta voiced concerns regarding the curb Cut At Full Throttle. Chery Campell will contact District 6 Transportation regarding the school bus stop.

Adjourn

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

Mayor Fil Archuleta adjourned the meeting and 6:00.

By \_\_\_\_\_

Section 3, Item e.

# Invoice



Earth Green Fence  
 408 SE 14th St  
 Loveland, Co 80537  
 PH: 970-667-2259 or 303-359-3328  
 Fax: 970-669-1004  
 E-mail: info@earthgreenfence.com  
 Website: www.earthgreenfence.com

Date	Invoice #
7/19/2024	5558

**Bill To**

Town of Garden City  
 621 27th Street Road  
 Garden City, Co 80631  
 970-351-0041  
 info@townofgardencity.com

P.O. No.	Terms

Quantity	Description	Rate	Amount
	Job Description: Install 112ft of 6ft & 70ft of 4ft Trex Woodland Brown Composite fence (quoted 6/21) Job Location: 2725 6th Ave Lane, Garden City, Co  Layout description: for 6ft height, ~48ft rear fence line, then right corner with sideline of ~63ft; then continue with ~70ft of 4ft height		
1	Materials & Installation	17,954.30	17,954.30
1	Removal of existing fences completed 7/19	200.00	200.00

We appreciate your prompt payment.

<b>Total</b>	\$18,154.30
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<b>Balance Due</b>	\$18,154.30
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970-351-0041  
Fax 970-351-6549



621 27th Street Road  
Garden City, CO 80631-8466

Marijuana Business License Renewal Application

Please fill out both sides of this form and return to the Town Hall with the appropriate fees. If you have any questions, please call the Town Hall at 351-0041.

Date: 7/8/2024 DBA: Star Buds

Legal Business Name on State License: Smoke Holdco, LLC dba Star Buds

2502 8th Avenue Garden City Colorado 80631  
Address City State Zip Code

Mailing Address if different: 865 N Albion Street, Suite 300, Denver, CO 80220

Phone Number: 970-515-5839 Cell Number: [REDACTED]

E-mail Address: licensing@schwazze.com

Business Hours and Days of Operation: 8:00am-11:45pm

Have you had any violations from State or Local in the past year? No

Are all employees badged by the MED? Yes

Do you Wholesale? No

Wholesale fees paid? N/A

Do you pay Colorado Sales Tax? Yes  
State of Colorado sales tax number: [REDACTED]

Property Owner(s): ZP Greeley CO LLC Phone: 619-297-0391

Address: 7460 Girard Avenue City: La Jolla State: CA Zip Code: 92037

7/8/2024 [Signature]  
Date Signature of Applicant

*You are responsible for notifying us of any changes.*

Fee: \$2000.00 each license

Please enter each local license number you wish to renew:  
ML-2515-22  
\_\_\_\_\_  
\_\_\_\_\_

# Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a  Corporation  Individual  Partnership  Limited Liability Company

License Number

18-26348-0010

Name of Licensee

Everyday Stores LLC

Trade Name of Establishment (DBA)

Everyday Stores #5709

Address of Premises (specify exact location of premises)

2603 8th Ave

City

Garden City

County

Garden City

State

CO

ZIP Code

80631

Business Email Address

[REDACTED]

Business Phone Number

970-352-8823

Select the Appropriate Section Below and Reference the Instructions on Page 1.

## Section A – Manager

- Manager's Registration (Hotel & Restaurant)..... \$30.00
- Manager's Registration (Tavern)..... \$30.00
- Manager's Registration (Lodging & Entertainment)..... \$30.00
- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

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.

## Section B – Duplicate License

- Duplicate License ..... \$50.00

**Campus Liquor Complex Designation**

Section 6, Item a.

An institution of higher education or a person who contracts with the institution to provide food services I wish to designate my existing:

Liquor License Type \_\_\_\_\_ Liquor License Number \_\_\_\_\_

to a Campus Liquor Complex.....  Yes  No

**Additional Related Facility**

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.

**Address of Related Facility**

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Outlined diagram provided.....  Yes  No

**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.

Print Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date (MM/DD/YY) \_\_\_\_\_  
*Harbans S Lali* *President*  
*Harbans Singh Lali* *06/17/24*

**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) \_\_\_\_\_ Date filed with Local Authority \_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_ Date (MM/DD/YY) \_\_\_\_\_  
*Town of Garden City* \_\_\_\_\_  
*Mayor* *08/05/24*

**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 (MM/DD/YY) \_\_\_\_\_

**Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Se**

**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 (month/day/year)

End (month/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?.....

Yes  No

(If yes, explain in detail and describe any exemptions that apply)

(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.

**Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Ch**

Section 6, Item a.

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).

**Address of Location 1:**

Address

[Empty address field]

City	County	ZIP Code
[Empty]	[Empty]	[Empty]

**Address of Location 2:**

Address

[Empty address field]

City	County	ZIP Code
[Empty]	[Empty]	[Empty]

**Change of Manager**

**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.

**Change of Manager**

Former Manager's Name

Avrinder Singh

New Manager's Name

Rupinder Singh

**Date of Employment**

01/01/2024

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

[Empty text area for establishment name and location]

Everyday Stores LLC has 16 gas stations and convenience stores that possess liquor licenses that the owners have an interest in. The locations are listed below.

1. 1275 13th St, Boulder, CO 80302
2. 1502 S Tejon St, Colorado Springs, CO 80906
3. 1823 N Circle Dr, Colorado Springs, CO 80909
4. 4595 Pecos St, Denver, CO 80211
5. 799 E College Dr, Durango, CO 81301
6. 2603 8th Ave, Greeley, CO 80631
7. 504 11th Ave, Greeley, CO 80631
8. 1090 S Union Blvd, Lakewood, CO 80228
9. 12015 W Cedar Dr, Lakewood, CO 80226
10. 300 E Pagosa St, Pagosa Springs, CO 81147
11. 10610 S Longs Way, Parker, CO 80134
12. 17840 Cottonwood Dr, Parker, CO 80134
13. 300 Justin Ave, Platteville, CO 80651
14. 7990 N Federal Blvd, Westminster, CO 80030
15. 303 N 3rd St, Sterling, CO 80751
16. 900 Ken Pratt Blvd, Longmont, CO 80501

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**

**EVERYDAY STORES**  
**#5709**  
**7990 NORTH FEDERAL**  
**BLVD**  
**Westminster CO 80030-**  
**4204**

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$
Renewal Fee	221.25
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	\$
<b>Amount Due/Paid</b>	<b>\$ 221.25</b>

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  
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

EVERYDAY STORES LLC

Doing Business As Name (DBA)

EVERYDAY STORES #5709

Liquor License Number

18-26348-0010

License Type

Fermented Malt Beverage and Wine (city)

Sales Tax License Number

Expiration Date

Due Date

09/14/2024

07/31/2024

#### Business Address

Street Address

2603 8TH AVE

Phone Number

9703528823

City, State, ZIP Code

Garden City CO 80631-8411

#### Mailing Address

Street Address

7990 NORTH FEDERAL BLVD

City, State, ZIP Code

Westminster CO 80030-4204

Email

MAC4748@AOL.COM

Operating Manager

Date of Birth

Rupinder Singh

4/5/1995

Home Address

Street Address		Phone Number
[REDACTED]		[REDACTED]
City	State	ZIP Code
Westminster	CO	80031

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

12-31-2027

1. 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.

2. 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

3. 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

4. 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.

1. 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.

2. 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.

3. 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

Harbans S Lali

Title

President

Signature

*Harbans Singh Lali*

Date (MM/DD/YY)

06/01/24

**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

Title Attest

Signature

Date (MM/DD/YY)



PC Jeremy Black  
Garden City Police Department  
621 27<sup>th</sup> Street Rd  
Garden City, CO 80631

July 3<sup>rd</sup>, 2024

Everyday Store LLC

Subj: Burglary Alarm Fine

Dear Management/Ownership,

Included is an invoice and spreadsheet for the burglary alarms called in through Weld County Communications for Everyday Store located at 2603 8<sup>th</sup> Ave Garden City, CO 80631. The calls for service were made during June 2024, and two activations were credited as required by the code.

The invoice is due 30 days from receipt and the payment shall be made with the Garden City Townhall by phone, mail, or in person. Failure to make the payment can result in submission of the invoice to collectors and may hold up any future professional licensing until the balance is paid.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Black', is written over a white background.

PC Jeremy Black

Town of Garden City - QB2022  
621 27th Street Rd  
Garden City, CO 80631 USA  
+19703510041  
ccampbell@townofgardencity.com  
www.townofgardencity.com

# Invoice

BILL TO  
Everyday Store  
Everyday Stores  
DBA Everyday Store 5709  
2603 8th Avenue  
Garden City, CO 80631

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
ESBRGALRM	07/03/2024	\$1,150.00	08/02/2024	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Services</b>	June 2024 - Burglary Alarms	23	50.00	1,150.00

<b>BALANCE DUE</b>	<b>\$1,150.00</b>
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Cash/Check/Credit Card  
Please make payments at Garden City Townhall  
621 27th Street  
Garden City, CO 80631

Agency	Event Date	Call Number	Situation Reported	Call Disposition	Commonplace Name	Location
GARDEN CITY POLICE DEPARTMENT	06/30/2024 10:13:52 PM	20240630-00982	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/29/2024 11:30:33 PM	20240629-01059	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/28/2024 11:26:47 PM	20240628-01285	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/27/2024 10:27:38 PM	20240627-01262	Burglary Alarm	Serviced call	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/26/2024 10:24:45 PM	20240626-01308	Burglary Alarm	Serviced call	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/25/2024 10:13:14 PM	20240625-01075	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/23/2024 10:13:54 PM	20240623-00943	Burglary Alarm	Serviced call	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/22/2024 11:06:20 PM	20240622-00985	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/21/2024 11:04:35 PM	20240621-01276	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/20/2024 10:07:15 PM	20240620-01257	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/19/2024 11:11:15 PM	20240619-01182	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/18/2024 11:15:21 PM	20240618-01183	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/17/2024 10:28:04 PM	20240617-01167	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/16/2024 10:35:58 PM	20240616-00907	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/15/2024 11:25:50 PM	20240615-01022	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/14/2024 11:10:04 PM	20240614-01218	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/13/2024 10:05:28 PM	20240613-01166	Burglary Alarm	Serviced call	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/12/2024 10:32:11 PM	20240612-01213	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/11/2024 10:37:08 PM	20240611-01105	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/10/2024 10:28:08 PM	20240610-01101	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/08/2024 11:29:39 PM	20240608-01041	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/07/2024 11:28:02 PM	20240607-01335	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/04/2024 10:06:53 PM	20240604-01154	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/04/2024 01:14:01 AM	20240604-00037	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE
GARDEN CITY POLICE DEPARTMENT	06/02/2024 10:20:22 PM	20240602-00988	Burglary Alarm	False Alarm	EVERYDAY STORE - 8TH AVE	2603 8TH AVE

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, Harbans S Lali

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

(the "Applicant/Licensee")

Everyday Stores 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 its 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)

Harbans S Lali / Everyday Stores

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

[Redacted]

303-961-7306

Street Address

[Redacted]

City State ZIP Code

Broomfield

CO

80020

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

Harbans S Lali

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

*Harbans S Lali*

6/1/24

**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).

# RETAIL FOOD ESTABLISHMENT INSPECTION REPORT



**Facility Name:** EVERYDAY STORE 5709  
**Address:** 2603 8TH AVE GARDEN CITY, CO 80631  
**Phone:** (970) 352-8823  
**Inspection Date:** May 04, 2023  
**Owner:** EVERYDAY STORES LLC  
**Inspection Type:** FOLLOW-UP INSPECTION

POINTS	VIOLATION	VIOLATION ID
10 pts.	<b>Food contact surfaces; cleaned &amp; sanitized</b> Comment: <b>(Corrected)</b> Facility described warewashing with soap and water and rinsing, but does not use sanitizer. All equipment and utensils shall be sanitized by: Immersion for at least one half minute in clean, 170 F water, immersion for at least one minute in 50-200 ppm chlorine solution, immersion for at least one minute in 12.5 ppm iodine solution or immersion for at least one minute in Quaternary Ammonia solution mixed according to manufacturer's instructions. Corrected by obtaining bleach to use for sanitizer in 3-compartment sink.	16
5 pts.	<b>Procedures for responding to vomiting and diarrheal events</b> Comment: Facility does not have a plan that meets requirements for clean-up of illness-related events and described using windex as a disinfectant. A food establishment shall have procedures for employees to follow when responding to vomiting or diarrheal events that involve the discharge of vomitus or fecal matter onto surfaces in the food establishment. The procedures shall address the specific actions employees must take to minimize the spread of contamination and the exposure of employees, consumers, food, and surfaces to vomitus or fecal matter. Correct by printing procedure for employees to reference, follow-up at next inspection. This violation was cited at the last regular inspection.	05
5 pts.	<b>Thermometer provided &amp; accurate</b> Comment: Facility has purchased an infrared thermometer but does not have a food probe thermometer. A calibrated food thermometer with a numerical scale of 0-220 F shall be provided and accessible at all times. Correct as soon as possible, follow-up at next inspection.	36
2 pts.	<b>Physical facilities installed, maintained, &amp; clean</b> Comment: Found floors in walk-in cooler with excessive build-up of syrup, debris, etc. Floors shall be maintained clean and in good repair. Correct as soon as possible, follow-up at next inspection.	55



# 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, Everyday Stores**  
**Attached: List of Officer Incidents at Address 2603 8<sup>TH</sup> Ave**

The Garden City Police Department responded in varying capacities to three-hundred and twenty-one (321) calls for service in the last year at the Everyday Store. Many of these calls were related to a deficient security system which has been addressed with staff on multiple occasions. As of last week, it has been the first time that the security system has not been active at least every other night.

The management at Everyday Store has allowed a continued presence of narcotics use and distribution, vagrancy, and a significant amount of littering and general illegal conduct resulting from not managing the populations that use this location as a site of engaging in these actions and illegal activities. The rear dumpster location has served as a continued business site and general area where a substantial number of these activities take place. Management and employees have also ignored activities taken by individuals directly in front of the store to include narcotics use, distribution, and other criminal activity. Ownership, management, and employees fail to include law enforcement or any other community action groups to assist in eliminating access and use of the controlled premise for these illegal actions.

The illegal activities engaged in at the Everyday Store has created a community public nuisance as by definition found under Colorado Revised Statute 16-13-304 - Class 2 Public Nuisance. The police department will monitor the coming year for store conditions that fall under the provisions of public nuisance. Twenty-eight individuals (28) were placed into custody directly on Everyday Store property or were in custody after being originally contacted on property owned by the Everyday Store. The majority of these actions taken by law enforcement were self-initiated due to lack of Everyday Store employees engaging in managing their own location.

There were no violations found during the site inspection of the store.

The Garden City Police Department objects to licensing for this store location for the safety and security concerns listed above.

Respectfully,

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



**LIQUOR ENFORCEMENT WORKSHEET**

Inspection Report  
 Incident Report CR# 24GDD01012

License Trade Name <u>Everyday STORES LLC</u>	Licensee Name <u>Everyday STORES LLC STORE #5709</u>
License #/Type <u>18 263480010 / Fermented MALT BEV &amp; MALT CITY</u>	Date of Report/Incident <u>07/25/24</u>
Address <u>2603 8th Avenue</u>	Person Contacted <u>Varinder Kumar</u>
Garden City, CO 80631	Telephone # <u>970 <del>332-88-23</del> 352 88-23</u>

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

Warning  Follow Up Inspection  
Varinder Kumar 07/25/24  
 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 FOUND,

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Officer A. PEREZ AP #: 670503 Date: 07/25/24

# Alcohol Beverage Festival Permit Application

This permit is only available for the following license types:

- Beer and Wine license;
- Hotel and Restaurant license;
- Tavern license;
- Brew Pub license;
- Vintner's Restaurant license;
- Distillery Pub license;
- Manufacturer's license (beer, wine, or spirits);
- Wholesaler's license; or
- Limited Wineries

<input checked="" type="checkbox"/> Initial Application – \$25.00 Annual Fee		
<input type="checkbox"/> Subsequent Festival Application (9 total allowed per 12 month period, per participating licensee)		
Legal Business Name <p style="text-align: center;">Ron-Lee-Von LLC</p>		
Trade Name/DBA Name <p style="text-align: center;">White Horse Inn LLC</p>		
License Number <p style="text-align: center;">40-21555-0000</p>	License Type <p style="text-align: center;">Tavern</p>	Sales Tax Number <p style="text-align: center;">40215550000</p>
Business Phone Number <p style="text-align: center;">970-397-1345</p>	Email Address <p style="text-align: center;">ronicalara@gmail.com</p>	
Premises Address <p style="text-align: center;">2750 8th Avenue</p>		
City <p style="text-align: center;">Garden City</p>	State <p style="text-align: center;">CO</p>	ZIP Code <p style="text-align: center;">80631</p>
Mailing Address		
City	State	ZIP Code
Festival Location <p style="text-align: center;">620/621 27th Street Road Garden City, CO 80631</p>		
Festival Dates (Limit 3 days) <p style="text-align: center;">Aug 23, 2024 &amp; Aug 25, 2024</p>		
<b>Attach a copy of Premises Use Authorization Letter or Lease</b>		
<b>Notification to Local Authority</b>		
Local Licensing Authority Name <p style="text-align: center;">Town of Garden City</p>	Date Application Copy provided to Local Licensing Authority <p style="text-align: center;">07/24/2024</p>	
During this festival alcohol will only be sold by the participating alcohol beverage holders (Check All that apply)		
<input checked="" type="checkbox"/> In open containers for on-premises consumption <input type="checkbox"/> In sealed containers for off-premises consumption		
<b>Notice To Local Licensing Authority</b>		
This application for a festival permit will be granted to the above named applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the state licensing authority immediately.		
<input type="checkbox"/> The applicant has not provided you with at least 10 business days notice of the proposed festival		
<input type="checkbox"/> Past wine festivals have had a history of violation of the Colorado liquor code or liquor rules or violations of local ordinances		
<input type="checkbox"/> If granted, this permit would result in violations of the Colorado liquor code, Colorado liquor rules, or the laws of the local government		
<b>Diagram and control of FESTIVAL PREMISES</b>		
<input checked="" type="checkbox"/> Attach a diagram of proposed premises		
<input checked="" type="checkbox"/> Attach a copy of premises control plan outlining how the premises will be controlled to ensure compliance with liquor code provisions including restricting sales to minors and intoxicated persons and ensuring that festival participants cannot leave the premises with open containers of alcohol beverages.		

List of participating businesses (Attach a separate sheet if needed)		
Name Rule 105 Brewing		
License Number 03-15728	License Type Sale Room Malt	
Person Responsible Michael Moser		Phone Number 970-301-4575
Name Wing Shack		
License Number 26-647-87-0001	License Type Whole Sale Beer (malt Liquor)	
Person Responsible Brian Seifried		Phone Number 970-356-7900
Name		
License Number	License Type	
Person Responsible		Phone Number
Name		
License Number	License Type	
Person Responsible		Phone Number
Name		
License Number	License Type	
Person Responsible		Phone Number
Name		
License Number	License Type	
Person Responsible		Phone Number
<b>Oath Of Applicant</b>		
<p>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. I also know that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and Colorado Liquor Rules which affect my license or permit.</p>		
Authorized Signature 		
Title Owner	Date 4-29-24	



Streets included in premise area.

No Alcohol beyond these check points



Licensed Premise Area





## BOOTLEGGIN' DAYS

### Festival Permit Premises Control Plan

The premises control plan for the festival permit application being filed by Ron-Lee-Von LLC DBA The White Horse is as follows:

Manned security gates at the entrances and exits of the permitted premises. No open containers of alcohol beverages will be allowed in or out of the gates.

Sales of alcohol will only be allowed after ID checks at the ID check station and/or at the individual vendors. Wristbands will be worn by adults who have completed ID checks. If a person does not have a wristband and valid ID, they cannot purchase alcohol until a valid ID is provided.

Anyone under the age of 21 found with alcohol or discovered to have consumed alcohol will be processed by law enforcement.

Anyone showing visible signs of intoxication will be denied purchase of alcohol and law enforcement will be notified to assess the person before allowing them to leave the premises.



621 27<sup>th</sup> Street Road  
Garden City, CO 80631-8466  
970-351-0041

To: Town of Garden City Board of Trustees

From: Ronica Lara  
Ron-Lee-Von LLC DBA The White Horse Inn LLC

Subject: Festival Permit Application

Applicant: Ronica Lara  
2750 8<sup>th</sup> Ave,  
Garden City, CO 80631-8466

I, Ronica Lara, am requesting to be allowed use at 620 and 621 27<sup>th</sup> Street Road, property owned by the Town of Garden City, for a Town of Garden City event. The event, called Bootleggin' Days 2024, on August 23 and 24, 2024.

This letter, signed by the Mayor, is intended to show permission for these events to be held at the parking lot at 620 and 621 27<sup>th</sup> Street Road Garden City, CO on the dates submitted on their application.

Thank you in advance for your time and attention to this matter.

I represent the Board of Trustees of The Town of Garden City and hereby authorize the use of the parking lot at 620 27<sup>th</sup> Street Road.

---

Filbert Archuleta, Mayor  
Town of Garden City, CO



# PROPOSAL GREELEY FURNACE CO.

2808 S 31st Avenue  
GREELEY, COLORADO 80631  
(970) 356-0121  
www.GreeleyFurnace.com



GARDEN CITY

---

621 27<sup>TH</sup> STREET ROAD

---

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

Rheem 3 ton, 13.4 SEER, condenser with matching coil, install surge protector on condenser, use existing condenser pad, flush existing refrigerant lines, new Honeywell programmable thermostat, reclaim and recycle existing equipment, install to existing furnace

10 year parts, 1 year labor warranty

Labor, freight and taxes included in cash or check price---\$6,905.00 ea

OPTIONS---

Rheem 15.2 SEER condenser with matching coil---\$7,509.00 ea

Aprilaire MERV 11, 4" filter---\$500.00 ea

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM of

DOLLARS \$

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IN THE EVENT OF ANY DEFAULT BY CUSTOMER OF THE TERMS OF THIS AGREEMENT, CUSTOMER AGREES THAT INTEREST WILL BE CHARGED ON ANY DELINQUENT AMOUNT OWING AT THE RATE OF TWENTY ONE (21%) PER ANNUM AND THAT THE CUSTOMER WILL REIMBURSE GREELEY FURNACE CO. FOR ALL OF ITS EXPENSES INCURRED AS A RESULT OF ANY DEFAULT, INCLUDING ITS REASONABLE ATTORNEY'S FEES.

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 ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BE BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE \_\_\_\_\_

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN  20  DAYS.

ACCEPTANCE OF PROPOSAL--THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

---

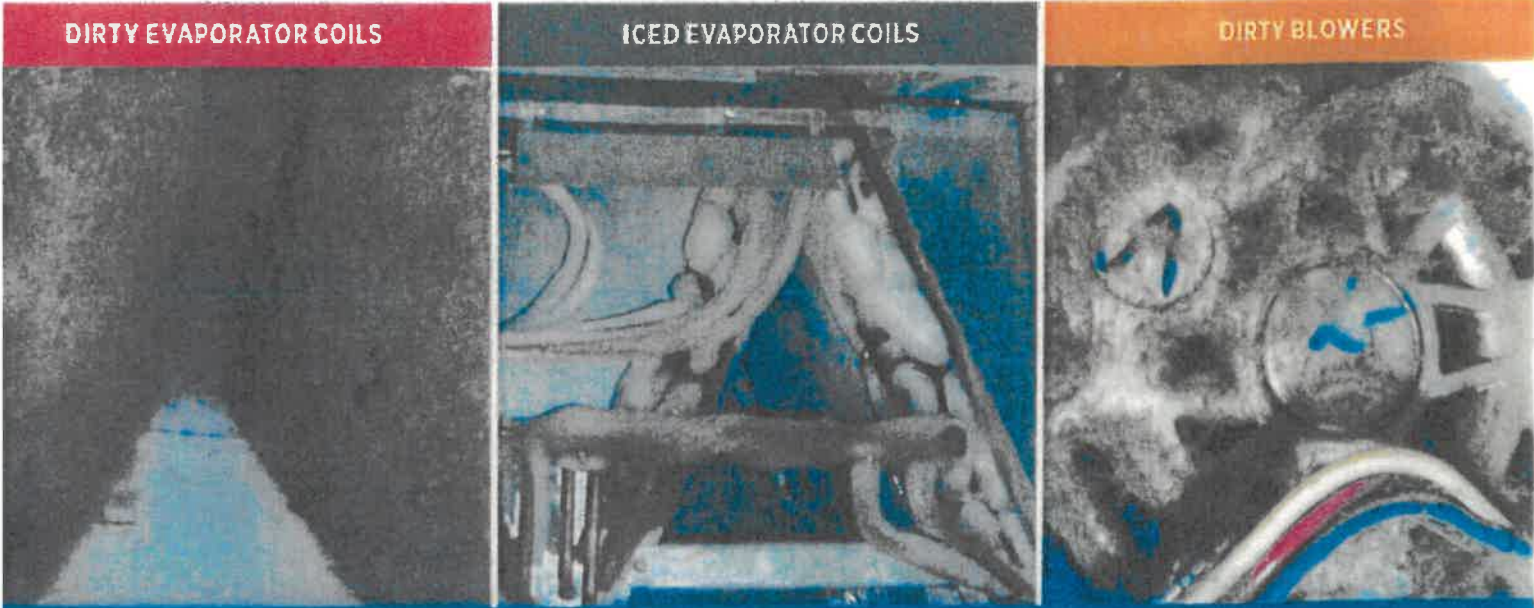


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# We Include an Aprilaire High-Efficiency Air Purifier on Every System We Install

Protect your new HVAC investment from performance-robbing damage.



One inch panel filters won't protect your new system from these common problems.

**With Aprilaire high-efficiency filtering media, you can be assured of:**

- **Peak Equipment Performance** - Proper heating, cooling and airflow
- **Energy Savings** - Dirty components can raise energy cost by as much as 15%\*
- **Enhanced Reliability** - Clean systems reduce malfunctions; extends service life
- **Improved Air Quality throughout your home** - Airborne contaminants are trapped

\*energy.gov

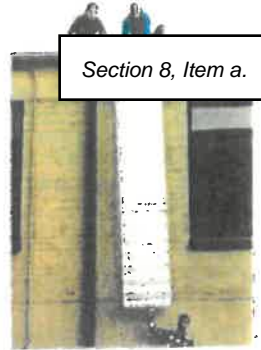


**PROTECT YOUR INVESTMENT!**  
Ask About the Aprilaire Clean Coil Guarantee or visit [aprilair.com/cleancoil](http://aprilair.com/cleancoil).

# The new standard for protecting your high-efficiency HVAC.

## Compare The Protection

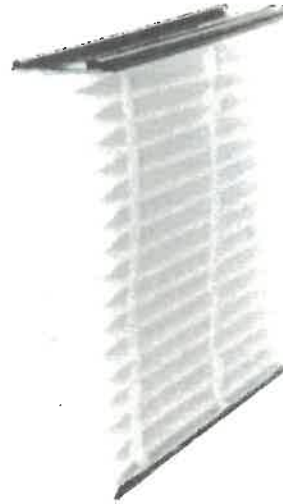
Section 8, Item a.



### Traditional 1" Filter

Less than 75% efficient; requires replacement 4-12 times per year.

1" FILTER  
3.4 Sq. Ft.



### Aprilaire Air Purifier The New Standard

More than 90% efficient when replaced 1-2 times per year.

APRILAIRE FILTERING MEDIA  
27 Sq. Ft.  
9x MORE media to filter out harmful particles

All Aprilaire filters provide premium equipment protection and more. Choose the right one for your home and family.

#### CLEAN AIR



##### VACUUM & DUST LESS OFTEN

- Highly efficient HVAC protection
- Up to 1-year filter life

#### HEALTHY HOME



##### REMOVES MOST COMMON ALLERGENS

- Vacuum and dust less often
- Excellent HVAC protection
- Up to 1-year filter life

#### ODOR REDUCTION



##### REMOVES PET & COOKING ODORS

- Removes most common allergens
- Vacuum and dust less often
- Excellent HVAC protection
- Up to 6-month filter life

#### ALLERGY & ASTHMA



##### REMOVES 99% OF ASTHMA TRIGGERS

- Our highest efficiency, healthiest filter choice
- Vacuum and dust less often
- Superior HVAC protection
- Up to 6-month filter life

# COOLING YOU CAN COUNT ON

Section 8, Item a.

 Air

RA13NZ



## ENDEAVOR™

### Rheem® Endeavor™ Line *Classic*® Series

The Rheem Endeavor Line *Classic* Series RA13NZ Air Conditioner is ENERGY STAR® certified and provides excellent value and reliable comfort. It's designed for lasting energy-efficient comfort that saves you money while delivering peace of mind.

[Rheem.com/Endeavor](http://Rheem.com/Endeavor)





## We Thought of Everything... & Then Some

We evaluate every detail of a product from top to bottom, inside and out and every angle in between. That's 360+1. And that's why you can count on this air conditioner to bring you and your family years of efficient and dependable comfort.

## Innovation You Can Count On

Patented industry-first features and 360+1 design make the Rheem Endeavor RA13NZ a smart choice.



### Peace-Of-Mind Performance

Relax, you're covered by one of the best warranties in the industry<sup>1</sup> — 10 Year Conditional Parts.



### Less Environmental Impact

The 7mm condenser coil<sup>2</sup> provides a decrease in refrigerant requirements up to 15%, lowering the amount of greenhouse gases emitted while contributing to Rheem's sustainability goal of a 50% reduction in our greenhouse gas footprint by 2025. A win for all of us.



### Durable Curb Appeal

Curved louvered panels and rugged corner posts provide excellent protection to internal components, while modern cabinet aesthetics including the corrosion-resistant composite base pan and powder coat paint system allow your unit to put its best face forward for years to come.

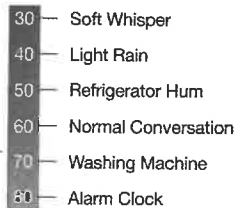


### Quiet Operation

Efficient home comfort shouldn't be noisy. That's why our air conditioners are designed with acoustics in mind. Integrated sound-dampening features such as refrigerant tubing design, fan blade approach, composite base pan and innovative compressor and drive technologies let you enjoy more efficiency—and less noise.

#### SOUND RATING<sup>3</sup>

THIS MODEL



## FEATURES AT

Section 8, Item a.

**Cooling Efficiency:**  
15.2 SEER2 / 12 EER2

**Nominal Sizes:** 1.5 to 5 Tons

**Cooling Capacities:** 17.1 to 55.5 kBtu

**EcoNet<sup>®</sup> Enabled:** No

**Sound Rating<sup>3</sup>:** As low as 68 dB

**Compressor Type:** Single-Stage

**Condenser Coil Type<sup>2</sup>:** 7mm

#### PlusOnes:



**PlusOne<sup>®</sup> Expanded Valve Space** — Provides a minimum working area of 27-square in.



**PlusOne Triple Service Access** — 15 in. wide industry leading corner service access, two-fastener removable corner and easily removable individual louver panels

#### Limited Warranty<sup>1</sup>:

Conditional Parts — 10 Years (registration required)



## Among Air Conditioners, This One's a Star<sup>4</sup>

Earning ENERGY STAR<sup>®</sup> recognition means products meet strict energy efficiency guidelines set by the U.S. Environmental Protection Agency. ENERGY STAR certified heating and cooling equipment can enhance the comfort of your home while saving energy—which saves money on utility bills and protects our climate by reducing harmful carbon pollution and other greenhouse gases.



## TESTED. TRUSTED. TOUGH.

From the smallest part to complete comfort systems, we build quality into everything we make so we can be sure it's tough enough to deliver the ultimate performance you can count on day after day, year after year. That reliability is what makes Rheem different—and better.



Rheem.com

## Nearly 100 Years of Innovation

As the only brand bringing innovative air and water solutions to homes and businesses around the world, Rheem continues to deliver advanced comfort, savings and experiences to our customers—just as we've done for nearly 100 years.



**Rheem USA**  
5600 Old Greenwood Road  
Fort Smith, Arkansas 72908



**Rheem Canada Ltd. / Ltée**  
125 Edgeware Road, Unit 1  
Brampton, Ontario L6Y 0P6

*In keeping with its policy of continuous progress and product improvement, Rheem reserves the right to make changes without notice.*



To learn more visit  
[Rheem.com/Endeavor](http://Rheem.com/Endeavor)

<sup>1</sup>For complete details of the limited and conditional warranties, including applicable terms and conditions, contact your local Contractor or go to Rheem.com for a copy of the product warranty certificate. <sup>2</sup>5-ton models feature a 3/8 in. condenser coil. <sup>3</sup>Based on Internal R&D Testing, May 2022. Sound levels are also dependent on proper installation and location of outdoor product. <sup>4</sup>Proper sizing and installation of equipment is critical to achieve optimal performance. Ask your contractor for details or visit EnergyStar.gov.



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Printed in the USA | 11/22 | QG | Form No. N

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 3, 2024 between Town of Garden City ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

**SECTION 3—CLIENT’S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client’s requirements for the Project(s); designate and identify in writing a person to act with authority on Client’s behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson’s submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson’s services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client’s favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson’s statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson’s compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s) applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson’s Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson’s income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson’s standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor’s performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

**SECTION 4—MEANING OF TERMS**

4.1 The “Cost of Construction” of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson’s compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client’s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The “Salary Costs”: Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson’s personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 “Certify” or “a Certification”: If included in the Scope of Services, such services shall be limited to a statement of Olsson’s opinion, to the best of Olsson’s professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor’s safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client’s contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 “Opinion of Probable Cost”: An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor’s methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson’s reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor’s bids or the negotiated price of the work on the Project(s) will not vary from the Client’s budget or from any opinion of probable cost prepared by Olsson.

4.5 “Day”: A calendar day of 24 hours. The term “days” shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 “Construction Observation”: If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor’s safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

**SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

**SECTION 6—DISPUTE RESOLUTION**

**6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

**6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Weld County, Colorado.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

**6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

**SECTION 7—MISCELLANEOUS**

**7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

**7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

**7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

**7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

**7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

**7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

**7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

**7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

**7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

**7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Colorado. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Colorado.

**7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

**7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

**7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

**7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 [omitted]

**7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and

void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions Updated: 07/23/2024