



# Procurement and Contract Cover Sheet

For Goods and Services

## PROJECT INFORMATION

Description: MSA Amendment #1 Baseline Corporation  
Department: Community Development Division: Planning  
Contract/Project Manager: Steve Timms Phone: 303-227-8816

## SOLICITATION INFORMATION

Solicitation type:	Over \$250K - Formal Solicitation Required	Date Submitted for Approval:	3/16/2020
Must have City Attorney approval prior to formal solicitation.		Council Approval (+\$250k):	3/13/2020
		Resolution No.:	Reso- 2020-28
Attach applicable selection form: Procurement Justification; Collaborative Purchasing Documentation; Quotes Documentation.			
Comments: Amendment to the Original MSA for Professional Planning Services Contract			

## CONTRACT/PROCUREMENT APPROVAL (Obtain after selection of vendor using required solicitation method.)

Contractor Name:	Baseline Corporation	Contract Term	Other:
Type of contract:	Master Services Agreement	Renewals:	Select Renewal
Selected by 5% local preference:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Termination Date:	12/31/2020
Dollar Amount (All Years):	\$ 50,000	Renewal Increase:	N/A
Vendor verified with State (SOS)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	3/16/2020
		Federal funding? If yes, attach EPLS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Verify funding available:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	3/16/2020
		Grant Funding?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Funding Source: (include account number, if available) Salary Savings from CD			
Procurement Approval Required: Select Approval Level (Signature required prior to contract routing.)		Signature:	
Contract Signature Required: Select Signature Required (If contract required.)		Name: Type Name of Procurement Approver	

## Reviewers:

Vendor/Contractor: \_\_\_\_\_ Risk Manager: \_\_\_\_\_ City Attorney: \_\_\_\_\_  
(By Contract Admin) Initials/Date ☐ N/A Initials/Date Initials/Date

## Route contract in the following order for signature (as required):

- ☐ 1. Vendor / Contractor ☒ 3. City Attorney ☒ 5. City Clerk  
☒ 2. Department ☐ 4. City Manager/City Council ☒ 6. Return to: Steve Timms

Additional Notes: Please return one copy to Steve Timms

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into effective this 16th day of March, 2020 (the "Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the "City"), and BASELINE ENGINEERING CORPORATION (Baseline), a Colorado Corporation whose principal business address is 112 North Rubey Drive, Suite 210, Golden, CO 80403 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

### I. SERVICES.

A. Services. At the City's direction, Contractor will provide professional planning services for the City on a non-exclusive basis as set forth in Exhibit A and pursuant to Work Orders, as defined below, if applicable ("Services"). The terms and conditions of this Agreement shall apply to the performance of all Services under this Agreement, whether performed with or without a Work Order and notwithstanding the failure of any Work Order to incorporate this Agreement by reference.

1. Work Order Services. A "Work Order" is an order agreed to by the City and Contractor to determine specific Services to be performed (including scope of Services, schedule, and total price) before the performance of Services. Work Orders may be in the form of Exhibit B but must include a specific reference to this Agreement. Work Orders must be executed and authorized as follows: (a) Division Manager (up to \$15,000.00); (b) Department Director (up to \$50,000.00); and (c) City Manager (up to and exceeding \$50,000.00).

2. Invoiced Services. Contractor may perform Services without a Work Order if the scope of Services and the total amount to be billed to the City for such Services are authorized and agreed to by the City before the performance of such Services. Services to be performed without a Work Order must be authorized as follows: (a) Division Manager (up to \$15,000.00); (b) Department Director (up to \$50,000.00); and (c) City Manager (up to and exceeding \$50,000.00). City Council approval is required where services to be billed are greater than \$250,000.

B. Controlling Terms. This Agreement will control if the terms and conditions of any exhibit, attachment, Work Order, or invoice conflict with the terms and conditions of this Agreement. Additional terms and conditions not specifically relating to the Services (such as unnegotiated or form terms included in any Work Order, Invoice, or attachment), whether or not in conflict with this Agreement, are not agreed to by the City and are declared void and of no force or effect.

C. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City.

D. Standard of Care; Representations. Contractor represents that the Services: (i) will be performed in accordance with the applicable professional standard of care of a reasonable professional that is performing

the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor, and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel. Contractor further represents that it is not a party to nor subject to any agreement or order which would limit, prevent or restrict its performance of the Services.

E. Prosecution of the Services. Contractor will perform all work in a professional and workmanlike manner and will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf.

F. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

G. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

H. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

I. Deliverables. All deliverables and other tangible materials, including working files and documents, produced by Contractor pursuant to this Agreement will at all times be considered the property of the City.

J. Personnel Identification & Access. The City will provide Contractor with a picture identification tag for all persons given clearance to perform the Services on City property. Such identification tags shall be displayed, in an easily seen manner, on all Contractor personnel while working in City buildings. Identification tags and access fobs shall immediately be returned to the City when the employee no longer works for Contractor on City property. The City may deny clearance and revoke access to any person who is determined to be in violation of City policies or is determined to be a threat to the safety of persons or property or to the confidentiality of City information.

K. Rate of Progress. Contractor's rate of progress is a material term of this Agreement. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

L. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

M. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

N. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

O. Confidentiality. Contractor's personnel performing Services for the City may create, be provided with, and have access to confidential, work product, or otherwise privileged materials. Except with the City's written permission, Contractor and its personnel shall not remove any information or materials from the City's premises and shall not disclose except in the course of the performance of the Services. Contractor shall return all information and materials provided to Contractor or created for the City at the conclusion of the Services or when otherwise requested.

## II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit A and as may be set forth in Work Orders or invoices, provided such amounts set forth in any Work Order or invoice have been previously agreed to by the City pursuant to this Agreement. The compensation established by any Work Order or invoice shall include all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Maximum Amount. The total amount of compensation paid under this Agreement shall not exceed a maximum aggregate amount of \$50,000.00 (including all years and any Services performed under this Agreement), unless an amendment to this Agreement is approved by the City Manager of the City.

### C. Invoices.

1. Submission. Contractor will submit invoices for all Services performed pursuant to a Work Order on a monthly basis and will submit invoices for Services performed without a Work Order promptly upon the completion of such Services. Invoices shall be submitted to the department or division that authorized the performance of Services for which the invoice is submitted, with a copy to the department or division that procured this Agreement.

2. Content. All invoices shall be in a format approved by the City and shall indicate that Services were performed under this Agreement. All invoices shall identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, the applicable Work Order, if any, any costs for which Contractor seeks reimbursement, and the total amount that Contractor claims is due. Contractor will provide verification documentation as requested by the City.

D. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

E. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

G. Changed Conditions. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

### III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until six months following, ending no later than October 31, 2020 ("Term"), unless the Term is extended by a validly executed written amendment and applicable approval signatures.

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

C. Contractor's Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

### IV. INDEMNITY.

Contractor will be liable and responsible for damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its

employees, agents, or other persons acting under Contractor's direction or control. Contractor will indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, reasonable attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

## V. INSURANCE.

A. Required Policies. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

4. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

### B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification: Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems

reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. **Cancellation.** No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. **Coverage Type.** Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. **Evidence of Coverage.** Before commencing work under this Agreement, Contractor will provide certificates of insurance policies indicating that the City is an additional insured and, if necessary, all endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. **Subcontracts.** Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

## **VI. SALES AND USE TAX.**

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. **Contractor Responsible for Tax.** Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. **Specific Industry Standard.** The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at <http://www.c3gov.com/DocumentView.aspx?DID=115>.

C. **Equipment.** Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

## **VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.**

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

## VIII. NOTICE.

Except for routine communications and invoices directed to a particular department at its regular business address, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

**If to the City:**

Steve Timms, Planning Manager  
Community Development  
City of Commerce City  
7887 E. 60th Avenue  
Commerce City, CO 80022  
[stimms@c3gov.com](mailto:stimms@c3gov.com)

**If to Contractor:**

Vince Harris, Planning Director/Owner  
Baseline Engineering Corporation  
112 N. Rubey Drive, Suite 210  
Golden, CO 80403  
[vince@baselinecorp.org](mailto:vince@baselinecorp.org)



With a copy to:

City Attorney  
City Attorney's Office  
7887 E. 60th Avenue  
Commerce City, CO 80022

The parties may agree to delivery of notices via electronic mail.

## **IX. GENERAL PROVISIONS.**

A. Incorporation by Reference. Exhibit A to this Agreement and any Work Orders or invoices agreed to by the City are incorporated into this Agreement by reference.

B. Independent Contractor. The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.

C. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

D. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

E. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

G. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

H. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of

which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

I. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

J. Acknowledgement of Open Records Act. Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

K. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

L. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, mail based server, e-signature technology, or other similar electronic means. A copy of an executed original Agreement signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

M. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

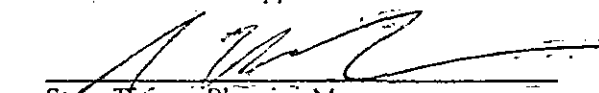
  
Jason Rogers, Community Development Director

ATTEST:

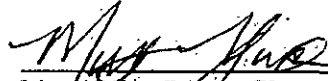
  
\_\_\_\_\_

Dylan A. Gibson, Deputy City Clerk


Recommended for approval:

  
Steve Timms, Planning Manager,  
Community Development

APPROVED AS TO FORM:

  
Matt Hadcr, Deputy City Attorney

BASELINE CORPORATION

  
Vince Harris, Vice President.  
[must be notarized]

STATE OF COLORADO )

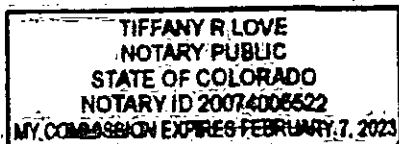
COUNTY OF JEFFERSON ) ss.

The foregoing Agreement was acknowledged before me on this 24<sup>th</sup> day of March,  
202 0, by Vince Harris (Name), Vice President (Title),  
of Baseline Engineering Corporation:

Witness my hand and official seal.

My commission expires: 02/07/2023.

  
Notary Public



## **EXHIBIT A**

### **General Planning Scope of Services and Fee**

Baseline Engineering Corporation (Baseline) will provide Commerce City with approximately 16-20 hours of planning services ("Services") weekly for the term of the agreement. The Services shall include the complete processing of land development cases, from pre-application to approval, including all aspects of case management, as identified in the City's Land Development Code and by department policy and practice, Development Review Team coordination, and direct applicant and referral agency communication for land development cases. Services will generally be provided on-site for two or two and a half full business days per week per staff member. Hours and staffing levels may be altered pursuant to Work Order. While on-site, Baseline staff will work the same normal business hours as Commerce City planning staff. The City will provide work space, all necessary equipment, and identification for Baseline staff to perform the Services in the City's planning offices.

Baseline will provide Commerce City with a planner at the level of Planner II or higher for the duration of the project unless Commerce City and Baseline mutually agree otherwise. Should Commerce City elect to retain the services of planners with other levels of experience on the project, their time will be invoiced according to the rates provided below. Baseline will invoice Commerce City for all work hours spent performing Commerce City work, either in Commerce City offices or off-site depending on how the Baseline planners are instructed to complete the work. Baseline will not charge Commerce City for time in which work is not performed (e.g. breaks, lunch) or travel time to and from a workplace. Commerce City will reimburse Baseline for work-related expenses, such as travel and parking, only when the expense has been approved in advance by the Commerce City Planning Manager. Mileage reimbursement will occur at the IRS standard mileage rate in effect at the time the travel occurs.

Baseline's hourly rates for 2020 are as follows:

- Planning Manager \$120.00
- Senior Planner \$110.00
- Planner II \$ 95.00
- Planner I \$ 85.00
- Administrative Tech \$ 60.00

Job descriptions shall be defined by reference to the Commerce City job descriptions available online or upon request.

**EXHIBIT B – SAMPLE WORK ORDER**

**WORK ORDER**

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated Click here to enter a date.

Contractor shall perform the following Services:

- 
- 
- 
- 
- Cost: \$ Total Cost or Rate for Work Order
- Completion Date: Click here to enter a date or type number of days

Contractor shall obtain approval from Name prior to any changes in scope.

**CONTRACTOR NAME**

**CITY OF COMMERCE CITY**

Name, Title

Name, Title Based on Amount  
Select Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Recommended for approval:

Name, Title Based on Amount  
Select Department

**RESOLUTION WAIVING DEVELOPMENT-RELATED AND OTHER CITY FEES  
FOR CERTAIN NON-PROFIT ORGANIZATIONS AND AUTHORIZING THE  
REBATE OF USE TAX COLLECTED FOR CERTAIN NEW DEVELOPMENT BY OR  
FOR CERTAIN NON-PROFIT ORGANIZATIONS IN THE CITY OF COMMERCE  
CITY**

**NO. 2019-60**

WHEREAS, the City Council of the City of Commerce City ("City") desires the City to improve the quality of life of the City's residents, to improve the availability of services to the City's residents, to create new employment opportunities, and to attract a variety of other development by attracting development and renewal of properties by non-profit entities; and

WHEREAS, the City imposes certain fees to offset the direct or indirect cost of regulating development and performing its regulatory function, as detailed in the City's Directory of Fees & Charges (November 19, 2018); and

WHEREAS, the City imposes a uniform sales and use tax within the City that applies, among other things, to materials provided and equipment used in construction within the City; and

WHEREAS, the City Council desires to waive certain development fees established in Sections 2, 4, 5, and 17 of the Directory of Fees & Charges, as more fully set forth in Exhibit "A," for certain types of development by certain types of non-profit entities, in addition to those incentives that may be available through the Commerce City Economic Development Incentives Program, approved pursuant to Resolution No. 2014-56, to waive certain fees established in Sections 19 and 24 of the Directory of Fees & Charges, as more fully set forth in Exhibit "B," for certain types of non-profit entities in connection with their use of certain City facilities, and to authorize the rebate of sales and use tax paid in connection with development of facilities by certain types of non-profit entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE CITY, COLORADO AS FOLLOWS:

1. **Finding of Public Purpose.** The City Council finds and determines that waiving certain fees and rebating taxes consistent with this resolution will serve a public purpose and public need and be in the public interest by attracting development to the City and the establishment of facilities by non-profits and improving the vitality of non-profits, thereby improving the quality of life of the City's residents, increasing the availability of services, creating new employment opportunities, and attracting other beneficial development.
2. **Definitions.** As used in this resolution:
  - a. *Non-profit development* means the development of property for use by a qualifying non-profit entity.
  - b. *Qualifying non-profit entity* means: (i) organization exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code; (ii) that is in good standing with the Colorado Secretary of State; and (iii) that has its headquarters or principal place of business within the City or provides services directly to City residents.
3. **Development Fee Waiver.** The City-imposed development fees identified in Exhibit A shall be waived by the City with respect to the development of any non-profit development

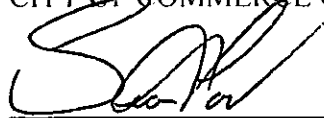
whether incurred directly by a qualifying non-profit entity, an affiliated entity developing property for the qualifying non-profit entity's use, or a contractor or consultant acting on behalf of the qualifying non-profit entity or its affiliated entity. This waiver applies only to the end-user of the non-profit development and to that portion of a development directly attributable to the non-profit development. The City shall have sole discretion to determine whether fees are attributable to non-profit development. Fees payable after the expiration or revocation of this resolution shall not be subject to this waiver. Fee waiver and other incentives requests for other types of development will be considered on a case-by-case basis through the Commerce City Economic Development Incentives Program.

4. **Community Room Fee Waiver.** The City-imposed fees identified in Exhibit B shall be waived by the City with respect to the use of community meeting rooms at Bison Ridge and Eagle Pointe Recreation Centers by any qualifying non-profit entity, provided such entity shall be responsible for set-up, tear-down, and staffing costs as determined by the City at the time of the application. This waiver applies only to that portion of the use directly attributable to the qualifying non-profit entity's use. The City shall have sole discretion to determine whether fees are attributable to a qualifying non-profit entity's use. Fees payable after the expiration or revocation of this resolution shall not be subject to this waiver. All required applications must be submitted for the use of City facilities. This resolution does not waive any requirements of insurance, indemnity, security deposits, licensing fees, costs of compliance with security requirements or other conditions of approval, or obligations to repair damaged property. This resolution does not limit the City's ability to deny or condition any application for use of City facilities.
5. **Use Tax Rebate.** The City Manager is authorized to rebate non-dedicated City sales/use tax (at the 3.5% rate) payable to the City by or on behalf of a qualifying non-profit entity (whether incurred directly by the non-profit entity or by a contractor or consultant acting on behalf of the non-profit entity). Such rebate shall relate solely to construction materials and charges by contractors for use of construction equipment in conjunction with any development for ownership and use by the qualifying non-profit entity, provided:
  - a. Such rebate shall be funded solely from such taxes actually remitted to the City by or on behalf of the qualifying non-profit entity in connection with the development and subject to the verification of the payment of such taxes;
  - b. Such rebate shall be payable solely to the entity that paid the tax;
  - c. If such rebate is payable to a contractor or consultant acting on behalf of the non-profit entity, the payment of any rebate shall be conditioned on an equivalent reduction in the price paid by the non-profit entity for the work for which the tax was imposed and the receipt of the non-profit entity's consent to the payment of such rebate;
  - d. The City will not be obligated to provide any rebate at any time either non-profit entity or its contractor or consultant owes obligations and debts to the City, whether monetary or otherwise, including, but not limited to, any and all fees, fines, taxes, assessments, penalties, judgments, liens and dedications, whether or not related to the development, and may provide incentives when such obligations and debts are satisfied.
  - e. The City's obligation to pay any rebate is subject to all commitments to pay any City bonds and any restrictions in such bonds. Nothing in this resolution or any Incentive Agreement shall be construed to create a multiple fiscal year debt or financial obligations to pay the incentive or reimburse taxes to any person or entity without prior City-wide voter approval. Any incentive payable in accordance with this resolution shall be subject to annual appropriations that are a legislative decision of the City Council.

6. **City Manager Authority to Waive Additional Fees.** Consistent with Section 1(A) of the Directory of Fees & Charges, the City Manager is authorized to waive any other City-imposed fee for a qualifying non-profit entity development project if the City Manager deems such a waiver to be in the best interests of the City, to the extent allowed by law.
7. **Expiration.** This resolution shall expire on May 31, 2022.
8. **Authority to Suspend.** The City Manager is authorized to suspend the fee waivers authorized by this resolution, in their entirety or with respect to a particular fee or particular development, if the City Manager determines that the cost to the City is excessive or the program is being abused or misused, in the City Manager's opinion.
9. **Limitation.** This resolution does not waive any fee not listed in Exhibit A or B; any tax, fine, or penalty; any legislatively-imposed impact fees; any fees charged by or for other entities; or any conditions of regulatory approval. This resolution shall not vest rights upon any person and nothing contained in it shall give or allow any claim or right of action by any person against the City.
10. **Directory of Fees & Charges.** No other City fees shall be increased to offset the cost of this waiver except as provided herein. The Directory of Fees & Charges shall be deemed modified as set forth in this resolution until this resolution expires or is terminated.

RESOLVED AND PASSED THIS JUNE 17, 2019.

CITY OF COMMERCE CITY COLORADO



Sean Ford, Mayor

ATTEST



Dylan A. Gibson, Deputy City Clerk



EXHIBIT A (RESOLUTION 2019-60) (FEES NOT WAIVED ARE INDICATED BY STRIKETROUGH)

SECTION 2: BUILDING PERMIT FEE SCHEDULE (TABLE 1-A)

A) Total Valuation

1) \$1.00 to \$500.00		\$23.50
2) \$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	
3) \$2,001 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	
4) \$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
5) \$50,000.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
6) \$100,000.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
7) \$500,000.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	
8) \$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof	

B) Plan Review (of the Building Permit Fee)	65%
<del>1) If identical plans are submitted (per identical plan)</del>	<del>\$150.00</del>

C) Other Inspections and Fees

1) Hourly fee or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
<del>(a) Inspection outside of normal business hours (per hour)</del>	<del>\$50.00</del>
<del>(b) Re-inspection fees assessed under provision of Section 108.8 (per hour)</del>	<del>\$50.00</del>
<del>(c) First Re-inspection Fee</del>	<del>\$50.00</del>
<del>(d) Second Re-inspection Fee</del>	<del>\$75.00</del>
(e) Inspections for which no fee is specifically indicated (per hour)	\$50.00
<del>(f) Additional Plan Review required by changes, additions or revisions to plans (per hour)</del>	<del>\$50.00</del>
<del>(1) For use of outside consultants for plan checking and inspections, or both</del>	

#### SECTION 4: BUSINESS LICENSING

##### D) Business License Information

- 1) All License and Application fees are due at time of submittal of application.
- 2) All Business License fees are non-refundable unless indicated by City Municipal Code.
- 3) Business License information pull, includes all media types (flat fee) \$5.00

##### E) Business Licenses

- 1) New General Business License \$20.00
- 2) ~~Kennel License~~ \$100.00
  - (a) ~~Hobby Breeder License~~ \$25.00
- 3) ~~Public Bench Advertising Permit (per bench)~~ \$30.00

##### F) ~~Special Business Licenses~~

- 1) ~~Special Business Licenses may be required to provide city at business' expense, a CBI Criminal History Report, fingerprinting, proof of insurance and/or bond as set by Municipal Code.~~
- 2) ~~Auctioneer's and Auction House Licenses~~
  - (a) ~~Fixed Location License~~ \$150.00
  - (b) ~~Non-Fixed Location License~~ \$100.00
- 3) ~~Entertainment Establishments~~ \$20.00
  - (a) ~~All classes, as defined in Sec. 9-3401 of the Municipal Code~~
- 4) ~~Massage Parlor License~~ \$550.00
  - (a) ~~License Renewal~~ \$330.00
  - (b) ~~Manager's License -- (per manager)~~ \$75.00
  - (c) ~~Investigation Charge~~ \$150.00
- 5) ~~Outdoor Vendor License~~ \$35.00
- 6) ~~Pawnbroker License~~ \$5,000.00
  - (a) ~~License Renewal~~ \$500.00
- 7) ~~Sexually Oriented Business License Application~~ \$980.00
  - (a) ~~License Renewal Application~~ \$780.00
  - (b) ~~Manager's License -- (per manager)~~ \$75.00
  - (c) ~~Investigation Charge~~ \$150.00
- 8) ~~Ice Cream Vendor License~~ \$35.00

##### G) ~~Landfill Operations Business License~~

- 1) ~~Refuse Transfer Station License~~ \$1,500.00
- 2) ~~Inert Landfill License~~ \$1,500.00

## SECTION 5: COMMUNITY DEVELOPMENT

### H) General Service Fees

<del>1) Recording Costs</del>	<del>Actual Costs</del>
<del>2) Change of Address</del>	<del>\$30.00</del>
3) Organized Event / Temporary Use Permit	
(a) Neighborhood Events 0-100 People	
(1) Non Refundable Application Fee	\$50.00
(2) Event Type – Neighborhood	\$50.00
(3) 3+ Add'l Options	\$25.00 each
(b) Community Events 101-500 People	
(1) Non Refundable Application Fee	\$75.00
(2) Event Type – Community Neighborhood	\$100.00
(3) 3+ Add'l Options	\$50.00 each
(c) Regional Events 501+ People	
(1) Non Refundable Application Fee	\$100.00
(2) Event Type – Community Neighborhood	\$500.00
(3) 3+ Add'l Options	\$75.00 each
4) Temporary Sign Permit	\$25.00
5) Outdoor Storage Permit	\$300.00
6) Floodplain Development Permit	\$200.00

### I) Applications to the Board of Adjustment

1) Variance	
(a) R-1 and R-2 Zone Districts	\$250.00
(b) All other Zone Districts	\$350.00
(c) Minor Modification (R-1 and R-2 Zone Districts)	\$200.00
(d) Minor Modification (All other Zone Districts)	\$300.00
2) Height Exception	\$350.00

### J) Use-by-Permit

1) Child Care Center (Residential Zones Only)	\$250.00
2) Special Meetings – Double the fee charged for a regular meeting	

### K) Applications to the Planning Commission and City Council

1) Requests to rezone nonconforming properties to R-1 and R-2 may be allotted a reduction to \$100, if rezoning is required to bring into conformance with the Comprehensive Plan or Land Development Code.	
(a) Zone Change	\$600.00 plus \$10.00 per acre
(b) Concept Plan	\$500.00
(c) Annexation	\$630.00 plus \$10.00 per Acre
2) Planned Unit Development / Planned Unit Redevelopment	
(a) Schematic	\$775.00
(b) Zone Document	\$600.00 plus \$20.00 per acre
(c) Planned Unit Development Permit (PUD)	\$600.00 plus \$30.00 per acre
(d) Amendment to Zone Document	\$600.00 plus \$10.00 per acre

(c) Design Standard Review	\$500.00
3) Street Right of Way (R.O.W) Vacation	\$950.00
4) Special Meetings - Double the fee charged for the regular meeting	\$500.00
<b>L) Development Plan</b>	
1) Development Plan	\$500.00 plus \$30.00 per acre
2) Development Plan Amendment - Public Hearing	\$600.00 plus \$30.00 per acre
3) Development Plan Amendment - Administrative	\$500.00 plus \$30.00 per acre
4) No Charge for Development Plan Submitted with an application for Vested Rights.	
(a) Vesting Property Rights	\$600.00 plus \$10.00 per acre
(b) Conditional Use	\$1,625.00
5) Miscellaneous Land Development Fees	
(a) Oil/Gas Permit	\$2,000.00
(b) Appeals -	
(1) All Zone Districts	\$1,625.00
6) Land Use Plan Amendment	\$1,370.00
7) Condition Compliance Inspection	\$250.00
<b>M) Subdivision Plat Fee, Full or Partial</b>	
1) Public Hearing	\$300.00 plus \$30.00 per acre
2) Administrative	\$300.00 plus \$10.00 per acre
3) Plat Correction / Lot Line Adjustment	\$250.00
4) Sketch Plat	\$300.00 plus \$10.00 per acre
<b>N) Elevation Review (up to 2 reviews)</b>	\$100.00
1) Each Additional Elevation Review	\$50.00
<b>O) Escrow Requirements</b>	
1) Escrow for Development Requirement	125% of total costs
<b><del>P) Special Review Services - Community Development</del></b>	
<del>1) Each applicant is responsible for the full reimbursement plus a 5% administrative service charge of any legal, professional or specialized consultants contracted or retained by the City and assigned to a review of the applicant's proposal.</del>	
<b><del>Q) Contractor's License</del></b>	
<del>1) Unlimited General Contractor's Class A License</del>	<del>\$165.00</del>
<del>2) Limited General Contractor's Class B License</del>	<del>\$110.00</del>
<del>3) Residential General Contractor's Class C License</del>	<del>\$80.00</del>
<del>4) Residential Remodeling Contractor's Class D License</del>	<del>\$80.00</del>
<del>5) Sub-Contractor's License</del>	<del>\$75.00</del>

## SECTION 17: PUBLIC WORKS AND ENGINEERING

### R) Permits

- |   |  |
|---|--|
| 1) LVC/Oversized/Overweight Moving Permit (per day) | \$55.00  |
| 2) Street Occupancy Permit                          | \$20.00  |
| (a) Public and Non-Profit Groups                    | Exempt   |
| 3) Right of Way (R.O.W.) Permit                     | \$50.00  |
| 4) Grading Permit                                   | \$40.00  |
| (a) Grading Plan Review Fee                         | \$200.00                                       |
| (b) Grading Permit Inspection Fee (per acre)        | \$22.50  |
| 5) Development Permit                               | 2% of project costs of Streets and Storm Sewer |

### S) Concrete

- |  |  |
|--|--|
| 1) Inspection Cut Fee (area)                           |  |
| (a) 0-100 square feet (per square foot)                | \$35.00  |
| (b) 101 or more square feet                            | \$35.00 plus \$0.17 per square foot over 100 square feet |
| 2) Inspection Patch Fee (area)                         |  |
| (a) 0-100 square feet (per square foot)                | \$25.00  |
| (b) 101 or more square feet                            | \$25.00 plus \$0.12 per square foot over 100 square feet |
| 3) Inspection Patch Fee – Curb, Gutter, Sidewalks, etc |  |
| (a) Linear Foot Inspection (per linear foot)           | \$0.13   |
| (1) Minimum Inspection                                 | \$40.00  |

### T) Asphalt

- |   |  |
|---|--|
| 1) Inspection Cut Fee (area)            |  |
| (a) 0-100 square feet (per square foot) | \$35.00  |
| (b) 101 or more square feet             | \$35.00 plus \$0.17 per square foot over 100 square feet |
| 2) Inspection Patch Fee (area)          |  |
| (a) 0-100 square feet (per square foot) | \$25.00  |
| (b) 101 or more square feet             | \$25.00 plus \$0.12 per square foot over 100 square feet |

### U) Other Patch, Cut and Inspections Fees

- |   |  |
|---|--|
| 1) Bores  | Inspection Cut Fee per bore hole, plus Inspection Patch Fee per bore hole, plus; |
| (a) 0-100 linear feet   | \$100.00   |
| (b) 101 or more linear feet   | \$100 plus \$0.75 per foot over 100 linear feet                                  |
| 2) Culverts   | \$100.00   |
| 3) Inlets, Manholes, etc. (per item)  | Inspection Cut Fee per item, plus Inspection Patch Fee per item                  |
| 4) <del>Additional inspections over the normal amount of inspection time (per hour)</del> | <del>\$45.00</del>   |
| 5) <del>Residential Driveway</del>  | <del>\$20.00</del>   |

### ~~V) Subcontractor Licenses~~

- |   |                    |
|---|--------------------|
| <del>1) Right of Way (R.O.W.) Construction Contractor</del> | <del>\$75.00</del> |
|---|--------------------|

### ~~W) Special Application Review Services~~

- |   |  |
|---|--|
| <del>1) Each applicant is responsible for the full reimbursement plus a 5% administrative service charge of any legal, professional or specialized consultants contracted or retained by the City and assigned to a review of the applicant's proposal.</del> |  |
|---|--|

**X) User Delay**

1) Arterial Streets (\$250.00 minimum)	\$250.00 per day, per 100 feet
2) Collector Streets (\$75.00 minimum)	\$75.00 per day, per 100 feet
3) Local Streets (\$25.00 minimum)	\$25.00 per day, per 100 feet

**Y) Expired Permit**

1) Renewal and Extension of a Permit	Original Permit Fees, plus Inspection Fees and User Delay Fees
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**Z) Work Without a Permit** \$500.00

**AA) Drainage Fees**

1) Drainage Basin (fee per developable 1-acre)	
(a) Second Creek	\$1,700.00
(b) Third Creek	\$1,445.00
(c) Buffalo Run Outfall	\$2,132.00
(d) DFA0053 (Direct Flow Area 53)	\$3,055.00

**BB) Road Impact Fees**

1) Land Use Type	
(a) Single Family Detached Dwelling (per dwelling)	\$1,181.00
(b) Multi-Family Dwelling (per dwelling)	\$726.00
(c) Mobile Home Park (per site)	\$656.00
(d) Lodging Establishments, including extended stay (per room)	\$674.00
2) Retail/Commercial	
(a) Shop Center / General Retail <100,000 square feet (per 1,000 square feet)	\$4,471.00
(b) Shop Center / General Retail <500,000 square feet (per 1,000 square feet)	\$3,229.00
(c) Shop Center / General Retail <1,000,000 square feet (per 1,000 square feet)	\$2,695.00
(d) Shop Center / General Retail >1,000,000 square feet (per 1,000 square feet)	\$2,398.00
(e) Auto Sales/Repair (per 1,000 square feet)	\$1,636.00
(f) Bank (per 1,000 square feet)	\$5,250.00
(g) Building Materials/Hardware/Nursery (per 1,000 square feet)	\$3,771.00
(h) Convenience Store (per 1,000 square feet)	\$4,725.00
(i) Discount Store (per 1,000 square feet)	\$2,231.00
(j) Furniture Store (per 1,000 square feet)	\$420.00
(k) Movie Theater (per 1,000 square feet)	\$3,553.00
(l) Restaurant, with drive-thru/drive-up (per 1,000 square feet)	\$4,909.00
(m) Restaurant, without drive-thru/drive-up (per 1,000 square feet)	\$3,325.00
3) Office/Institutional	
(a) Office, General (per 1,000 square feet)	\$1,741.00
(b) Office, Medical (per 1,000 square feet)	\$4,279.00
(c) Hospital (per 1,000 square feet)	\$1,076.00
(d) Nursing Home/Assisted Living Facility (per 1,000 square feet)	\$420.00
(e) Religious Institutions (per 1,000 square feet)	\$770.00
(f) Day Care Facility (per 1,000 square feet)	\$3,701.00

(g) Educational Facility (per \$1,000 square feet)	\$656.00
4) Industrial	
(a) General Light Industrial (per 1,000 square feet)	\$1,146.00
(b) Warehouse (per 1,000 square feet)	\$595.00
(c) Mini-Warehouse (per 1,000 square feet)	\$306.00
Transportation Terminal (per 1 acre)	\$18,468.00

EXHIBIT B (RESOLUTION 2019-60) (FEES NOT WAIVED ARE INDICATED BY STRIKETROUGH)

Section 19: EAGLE POINTE RECREATION CENTER (6060 E PARKWAY DR) FACILITY AND RENTALS

NOTE: All rental items shown are minimum two (2) hour rentals.

~~A) Gymnasium Facilities:~~

<del>1) Indoor Volleyball Courts, Indoor Basketball Courts Rental (with reservations)</del>	
<del>(a) Minimum Deposit</del>	<del>\$100.00</del>
<del>2) Full Gymnasium</del>	
<del>(a) Resident (per hour) (plus sales tax)</del>	<del>\$90.00</del>
<del>(b) Non-Resident (per hour) (plus sales tax)</del>	<del>\$135.00</del>
<del>(c) Non-Profit (per hour) (must provide tax exemption certificate &amp; affidavit)</del>	<del>\$75.00</del>
<del>3) Gymnasium: Per 1/3 gymnasium</del>	
<del>(a) Resident (per hour) (plus sales tax)</del>	<del>\$30.00</del>
<del>(b) Non-Resident (per hour) (plus sales tax)</del>	<del>\$45.00</del>
<del>(c) Non-Profit (per hour) (must provide tax exemption certificate &amp; affidavit)</del>	<del>\$25.00</del>
<del>4) Indoor Racquetball Courts Rental (per person)</del>	
<del>(a) Resident (per hour) (plus sales tax)</del>	<del>\$15.00</del>
<del>(b) Non-Resident (per hour) (plus sales tax)</del>	<del>\$20.00</del>

~~B) Indoor Swimming Pool Rental~~

<del>1) Fees do not include fees for services by staff and required lifeguards.</del>	
<del>2) Resident (per hour) (plus sales tax)</del>	<del>\$70.00</del>
<del>3) Non-Resident (per hour) (plus sales tax)</del>	<del>\$100.00</del>

~~C) Senior Sports Fees~~

<del>1) Senior Volleyball League, Non-Resident Annual Sports Pass</del>	<del>\$24.00</del>
<del>2) Participation Fee with Sport Pass (per visit)</del>	<del>\$2.00</del>
<del>3) Exception: League days</del>	<del>No Charge</del>

D) Activity Rooms Rental

1) Activity rooms include Yampa, Colorado, Gunnison, Roaring Fork, Arkansas, Game Room, Tech Lab	
2) Deposit (per room)	\$50.00
3) Resident Groups (per hour) (plus sales tax)	\$30.00
4) Non-Resident Groups (per hour) (plus sales tax)	\$40.00
5) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$25.00
6) Alcohol Permit to Consume	\$50.00

E) Combination Room Rental

1) This includes Yampa, Colorado and Gunnison rooms together	
2) Deposit (per rental)	\$100.00
3) Resident (per hour) (plus sales tax)	\$85.00
4) Non-Resident (per hour) (plus sales tax)	\$115.00
5) Non-Profit (per hour) (must provide tax exemption certificate & affidavit)	\$70.00
6) Alcohol Permit to Consume	\$50.00

~~F) Dance Room Rental~~

<del>1) Deposit (per room)</del>	<del>\$50.00</del>
<del>2) Resident Groups (per hour) (plus sales tax)</del>	<del>\$25.00</del>



3) Non-Resident Groups (per hour) (plus sales tax)	\$40.00
4) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$25.00
<b>G) Large Conference Room (Animas)</b>	
1) Deposit (per room)	\$50.00
2) Resident Groups (per hour) (plus sales tax)	\$20.00
3) Non-Resident Groups (per hour) (plus sales tax)	\$30.00
4) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$15.00
<b>H) Small Conference Room (Platte)</b>	
1) Deposit (per room)	\$25.00
2) Resident Groups (per hour) (plus sales tax)	\$15.00
3) Non-Resident Groups (per hour) (plus sales tax)	\$25.00
4) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$10.00

#### Section 24: BISON RIDGE RECREATION CENTER (13905 E 112TH AVE) FACILITY AND RENTALS

NOTE: All rental items shown are minimum two (2) hour rentals.

##### **A) Gymnasium Facilities:**

1) Indoor Volleyball Courts, Indoor Basketball Courts Rental (with reservations)	
— (a) Minimum Deposit	\$100.00
2) Full Gymnasium	
— (a) Resident (per hour) (plus sales tax)	\$90.00
— (b) Non-Resident (per hour) (plus sales tax)	\$135.00
— (c) Non-Profit (per hour) (must provide tax exemption certificate & affidavit)	\$75.00
3) Gymnasium: Per 1/3 gymnasium	
— (a) Resident (per hour) (plus sales tax)	\$30.00
— (b) Non-Resident (per hour) (plus sales tax)	\$45.00
— (c) Non-Profit (per hour) (must provide tax exemption certificate & affidavit)	\$25.00

##### **B) Swimming Pool Rental**

1) Fees do not include fees for services by staff and required lifeguards.	
2) Resident (per hour) (plus sales tax)	\$70.00
3) Non-Resident (per hour) (plus sales tax)	\$100.00

##### **C) Pool Party Room Rental (Little Bear & Sunshine)**

1) Deposit (per room)	\$50.00
2) Resident Groups (per hour) (plus sales tax)	\$30.00
3) Non-Resident Groups (per hour) (plus sales tax)	\$40.00
4) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$20.00

##### **D) Activity Rooms Rental**

1) Activity rooms include Quandary, Redcloud, Crestone, or Tech Lab)	
2) Deposit (per room)	\$50.00
3) Resident Groups (per hour) (plus sales tax)	\$45.00
4) Non-Resident Groups (per hour) (plus sales tax)	\$60.00
5) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$35.00
6) Alcohol Permit to Consume	\$50.00

##### **E) Combination Room Rental**

1) This includes Quandary, Redcloud, Crestone and stage together	
2) Deposit (per rental)	\$100.00
3) Resident (per hour) (plus sales tax)	\$135.00
4) Non-Resident (per hour) (plus sales tax)	\$180.00

5) Non-Profit (per hour) (must provide tax exemption certificate & affidavit)	\$105.00
6) Alcohol Permit to Consume	\$50.00
<b>F) Kitchen Use (prep only)</b>	
1) May be added with Combination Room Rental or must also minimally rent Multi 1 Activity Room to add kitchen use	
2) Deposit (per room)	\$50.00
3) Resident Groups (per hour) (plus sales tax)	\$45.00
4) Non-Resident Groups (per hour) (plus sales tax)	\$60.00
5) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$45.00
<b>G) Large Conference Room (Grays)</b>	
1) Deposit (per room)	\$50.00
2) Resident Groups (per hour) (plus sales tax)	\$20.00
3) Non-Resident Groups (per hour) (plus sales tax)	\$30.00
4) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$15.00
<b>H) Small Conference Room (Torreys)</b>	
1) Deposit (per room)	\$25.00
2) Resident Groups (per hour) (plus sales tax)	\$15.00
3) Non-Resident Groups (per hour) (plus sales tax)	\$25.00
4) Non-Profit Groups (per hour) (must provide tax exemption certificate & affidavit)	\$10.00