

ORDINANCE NO. 2629

INTRODUCED BY: CHACON, DOUGLAS, DOUGLAS, DUKES, FORD, KIM, MADERA, NOBLE, TETER

AN ORDINANCE AUTHORIZING THE LEASE OF OFFICE SPACE WITH BENEFITS IN ACTION; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT; SETTING FORTH PARAMETERS AND RESTRICTIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, The City of Commerce City (“City”) is the owner of approximately 220 rentable square feet of 7190 Colorado Blvd., Suite 500 located on the 5th floor within a six-story office building, commonly known as Adams Tower;

WHEREAS, City desires to make that space available for rent and provide City residents with access to more services;

WHEREAS, Benefits in Action (“Organization”) is a Colorado nonprofit organization located at 12157 W Cedar Dr, Suite 100, Lakewood who desires to rent space from the City and promises to provide City residents with growth and development opportunities;

WHEREAS, the mission of the Organization is dedicated to connecting the diverse community with the support and resources they need to thrive by striving to increase understanding, access, and utilization of healthcare resources through a team of navigators that work with individuals to help identify, apply, and utilize health-related benefits;

WHEREAS, the rentable space shall be used by the Organization for non-profit organization office purposes only;

WHEREAS, Benefits in Action shall have staff on-site, and available to City residents, a minimum of three days a week; and

WHEREAS, The City aims to provide services, resources, and support to the residents of Commerce City through the support and partnership of non-profit organizations, and Benefits in Action will help close the gaps in those services.

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

SECTION 1. Findings. The recitals to this ordinance are incorporated as findings of the City Council. This ordinance is found to be necessary for the preservation of the public health, safety, and welfare and in the public interest.

A. RENT AND SECURITY DEPOSIT

The maximum rent shall not exceed as follows:

Rent shall be payable to Landlord in annual installments of one hundred and twenty and 00/100 Dollars on the annual anniversary of the Term, the 15th day of October, including further consideration in the form of public services to be provided to the residents of the City.

Rent shall be paid in advance on the first day of applicable calendar month, without notice. Unless otherwise provided in this Lease, all Rent shall be mailed or delivered to Landlord at the following address: City Manager's Office located at 7887 E. 60th Avenue, Commerce City, CO 80022.

In addition to the monetary rent provided, Tenant also agrees to collaborate with City staff to provide the residents of the City of Commerce City with various services and community events.

B. No General Obligation Debt.

No provision of this ordinance, the Agreement, any Schedule, or any related document shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall not have any obligation to make any payment with respect to the Agreement except those payments specifically required under the Agreement, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither this ordinance, the Agreement, any Schedule, or any related document shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect City debt or other financial obligation whatsoever. No provision of this ordinance, the Agreement, any Schedule, or any related document shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the State Constitution. Neither this ordinance, the Agreement, any Schedule, or any related document shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

SECTION 2. Severability.

If any section, subsection, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions hereof.

SECTION 3. Statutes Superseded.

Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies between the provisions of this Ordinance and such statutes.

Any such inconsistency is intended by the City Council and shall be deemed made pursuant to the Charter.

SECTION 4. Repealer. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency.

SECTION 5. Effective Date. This ordinance shall be effective immediately upon passage on second and final reading.

INTRODUCED, PASSED ON FIRST READING AND PUBLIC NOTICE ORDERED THIS 23RD DAY OF SEPTEMBER, 2024.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THIS 7TH DAY OF OCTOBER, 2024.

CITY OF COMMERCE CITY, COLORADO

Steven J. Douglas, Mayor

ATTEST

Dylan A. Gibson, City Clerk