

ORDINANCE NO. 2785

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND APPROVE A LEASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR THE LONG-TERM LEASE OF PRINTING EQUIPMENT INCLUDING PRINTERS, COPIERS, OTHER DEVICES, SUPPORT, SUPPLIES, AND A SOFTWARE SYSTEM FOR UTILIZATION OF THAT EQUIPMENT

WHEREAS, pursuant to its Charter, the City of Commerce City (“City”) is authorized to enter into long term leasehold agreements to provide necessary equipment and other property for governmental or proprietary purposes;

WHEREAS, the City has determined that there is a true and essential need to procure printers, copiers, and other devices (“equipment”) in addition to support, supplies, and a software system (“services”) for that equipment; and

WHEREAS, the City has determined that to obtain this equipment it is in the best interests of the City and its inhabitants to negotiate a contract for lease of said equipment and related services with Konica Minolta Business Solutions U.S.A., Inc. (“Contractor”), on terms amenable to the City through the competitive selection process;

NOW, THEREFORE, BE IT ORDAINED 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.

SECTION 2. Award of Contract. The award of the contract for the lease and operation of the equipment and other related services to Konica Minolta Business Solutions U.S.A., Inc. is hereby approved. This ordinance shall not be deemed to grant any right or interest in the award of a contract to Contractor. All rights and interest shall be defined exclusively by the terms and conditions set forth in the written agreement.

SECTION 3. Authorization to Negotiate and Parameters. The City Manager is hereby authorized to negotiate and execute, and the City Clerk to attest, on behalf of the City of Commerce City the contract, any amendments thereto, and all other documents necessary to implement the contract.

The total agreement amount will not exceed \$750,000.00. This payment will include the lease of all the equipment and basic maintenance of the equipment, supplies, software, and support.

SECTION 4. 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 5. 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 6. 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 7. 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 8. Effective Date. This ordinance shall be effective pursuant to Section 5.3(g) of the Charter.

INTRODUCED, PASSED ON FIRST READING AND PUBLIC NOTICE ORDERED THIS 6TH DAY OF JULY, 2026.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THIS 3RD DAY OF AUGUST, 2026.

CITY OF COMMERCE CITY, COLORADO

Steve J. Douglas, Mayor

ATTEST

Stephen J. Ruger, City Clerk