

ORDINANCE NO. 2621

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH THE PHOENIX LIMITED PARTNERSHIP, A WYOMING LIMITED PARTNERSHIP

WHEREAS, the City of Commerce City (City) continues to grow and develop, and the need to expand the operations of the Commerce City Police Department (CCPD) increases;

WHEREAS, the space available for CCPD has not yet been expanded to keep up with operational needs;

WHEREAS, having adequate space for CCPD's operations is vital for the wellbeing of the City's residents;

WHEREAS, while the City is actively working to draft construction plans for a new Police Substation, the new permanent space will not be ready for operations within the next several years;

WHEREAS, leasing office space is an avenue for the City to quickly access more space that is suitable for the immediate needs of the CCPD while the permanent solution is constructed; and

WHEREAS, the City desires to lease the space described in the lease described herein and the Lessor desires to lease that property to the City.

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.

SECTION 2. Authorizations. The City Manager is hereby authorized to execute, and the City Clerk to attest, on behalf of the City of Commerce City the Agreement and all other documents necessary to implement the Agreement. Drafts of the Agreement and related terms and conditions are attached as Exhibit A. The City Manager is further authorized to negotiate and approve such revisions to these documents as the City Manager determines to be necessary and appropriate for the protection of the City so long as the essential terms of the Agreement are not altered, in the opinion of the City Attorney.

Year	Rate PSF	Monthly	Per Annum
1	\$22.50	\$5,625.00	\$67,500.00
2	\$23.18	\$5,793.75	\$69,525.00
3	\$23.87	\$5,967.56	\$71,610.75
4	\$24.59	\$6,146.59	\$73,759.07
5	\$25.32	\$6,330.99	\$75,971.84

Minimum Rent shall be paid in advance on the first day of each calendar month, without notice. The City is authorized to extend the Term, pursuant to the terms and conditions contained herein, for one additional period of two years.

The City shall not pay a security deposit.

For the lease term, the aggregate Association Common Area Maintenance Costs (CAM) payable by the City will be pro rated. For the first three years of the lease term, the annual share of Additional Rent shall be capped at \$10 per SF per year.

SECTION 3. 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 4. 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 5. 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 6. 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 7. 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