

ORDINANCE NO. 2681

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

AN ORDINANCE AUTHORIZING THE LEASE OF EQUIPMENT INCLUDING MOBILE SPEED UNITS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. DOING BUSINESS AS VERRA MOBILITY; SETTING FORTH PARAMETERS AND RESTRICTIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

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 automatic vehicle identification systems, such as red-light cameras and mobile units equipped with safety camera systems (“equipment”) on a monthly fee basis in a manner that is akin to a lease;

WHEREAS, by Resolution No. 2024-093, the City Council awarded the contract for the procurement of the equipment to American Traffic Solutions, Inc.; and

WHEREAS, the City has determined that to obtain the equipment it is in the best interests of the City and its inhabitants to lease said equipment through American Traffic Solutions, Inc., using the Master Services Agreement and Amendment thereto attached as **Exhibit A** (together the “Agreement”);

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. Authorization and Parameters. 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.

The monthly payment for the lease shall not exceed \$510,000 for 60 months for the mobile speed units with the camera systems installed, and \$970,000 for 60 months for the camera systems for a total of \$1,480,000. This payment will include the lease of all the equipment and basic maintenance of the equipment. Additional expenditures are authorized for installation,

maintenance fees, and other related equipment fees.

After approval as to form by the City Attorney, the City Manager is authorized to approve documents as needed to obtain the equipment and related purchase orders from American Traffic Solutions, Inc., consistent with the limitations of this ordinance, the City's Procurement Policy, and available appropriated funds. Without further approval of the City Council, the Agreement shall not include and the City Manager shall not authorize an order or schedule as part of or related to the Agreement exceeding the maximum aggregate expenditure of \$1,600,000.

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 21ST DAY OF APRIL, 2025.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED
THIS 19TH DAY OF MAY, 2025.

CITY OF COMMERCE CITY, COLORADO

Steve J. Douglas, Mayor

ATTEST

Dylan A. Gibson, City Clerk