

ORDINANCE NO. 2620

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 ADAMS TOWER NP CENTER LLC

WHEREAS, the City of Commerce City (City) continues to grow and develop, and the number of City employees needed to serve the community increases;

WHEREAS, the number of full-time employees (FTE) employed by the City continues to increase year over year, but the space available for employees to work in has not grown at the same rate;

WHEREAS, having adequate office space for FTEs is vital for each employee's ability to do their job and provide for the residents of the City;

WHEREAS, the City desires to acquire more office space to accommodate the growing number of FTEs; and

WHEREAS, leasing office space is an avenue for the City to quickly more space that is flexible, while the City continues to grow and evaluate future needs.

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.

A. 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.

B. RENT AND SECURITY DEPOSIT

The maximum rent shall not exceed as follows:

Adjustment Date	Monthly Rent (base)	Total Rent (CAM costs included)
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September 1, 2024	\$3,687	\$4,437
September 1, 2025	\$3,904	\$4,669
September 1, 2026	\$4,121	\$4,901.30
September 1, 2027*	\$4,338	
September 1, 2028	\$4,554	
September 1, 2029 (if applicable)	\$4,771	
September 1, 2030 (if applicable)	\$4,988	
* - See CAM cost breakdown below		

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 pay Adams Tower NP Center LLC a security deposit in the amount of \$12,686.92.

During the first three years of the lease term, the aggregate Association Common Area Maintenance Costs (CAM) and Annual Assessment passed through to and payable by the City are fixed and shall not exceed (A) \$9,000 during the first year of the Term, (B) \$9,180 during the second year of the Term, and (C) \$9,363.60 during the third year of the Term, and (ii) from and following the fourth (4th) year of the Term, 100% of the Association CAM Costs and Annual Assessment shall be passed through to and payable by the City.

C. 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 3. 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 4. 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 5. 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 6. 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 12TH DAY OF AUGUST, 2024.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THIS 26TH DAY OF AUGUST, 2024.

CITY OF COMMERCE CITY, COLORADO

Steven J. Douglas, Mayor

ATTEST

Dylan A. Gibson, City Clerk