

ORDINANCE 14-06

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES APPROVING A LEASE EXTENSION
WITH CPN INVESTMENTS, LLC FOR MUNICIPAL PURPOSES AND
DECLARING AN EMERGENCY**

WHEREAS, C.R.S., Sections 31-15-801 and 31-15-713, authorize municipalities to enter into long term leasehold agreements subject to approval by ordinance; and

WHEREAS, the City Council previously entered into a lease (“Lease”) of certain real property with a street address of 7501 Village Square Drive, Suite 100 and Suite 101, Castle Pines, Colorado 80108 (the “Premises”) in excess of one year for purposes of securing municipal office space; and

WHEREAS, the Lease of the Premises is scheduled to terminate on June 1, 2014; and

WHEREAS, the parties desire to extend the Lease period to December 31, 2015, at which time it is anticipated the City will relocate its administrative offices to the Library building to be constructed on property owned by the City; and

WHEREAS, the lease extension agreement does not change any other provision of the Lease, nor does it increase the monthly rent to be paid by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:

Section 1. **Approval.** In accordance with C.R.S., Section 31-15-801, the City Council hereby approves a lease extension agreement by and between CPN Investments, LLC and the City of Castle Pines, in substantially the same form as attached hereto as **Exhibit A**.

Section 2. **Purpose.** The purpose of the lease extension agreement is to allow the City to continue to lease and occupy the Premises for municipal office space.

Section 3. **Severability.** Should any one or more sections or provisions of this Ordinance enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

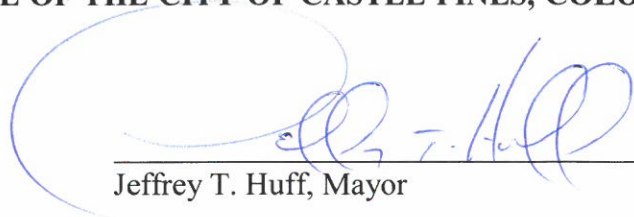
Section 4. **Repeal.** Any and all ordinances, resolutions, or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance, resolution, or code or part thereof shall not revive any other section or part of any ordinance, resolution, or code provision heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to the taking effect of this ordinance.

Section 5. **Emergency Declared.** The City Council finds and determines that an emergency exists in that the City must renew the existing lease on or before the term expires on

June 1, 2014, which date is in advance of the effective date of this Ordinance unless it becomes immediately effective upon adoption of City Council. Therefore, the City Council finds an emergency exists and this Ordinance is declared necessary for the immediate preservation of the public peace, health, and safety. This Ordinance shall therefore take effect immediately upon adoption as provided by law.

INTRODUCED, READ, AND PASSED ON FIRST READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO the 13th day of May, 2014.


READ, PASSED AND ADOPTED ON SECOND READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THE 27TH DAY OF MAY, 2014.



Jeffrey T. Huff, Mayor

ATTEST:

Approved as to form:



Diane Spomer, CMC, City Clerk




Linda C. Michow, City Attorney

CERTIFICATION OF PUBLICATION

I hereby attest and certify that the within and foregoing Ordinance was introduced and read on first reading at a noticed public meeting of the Castle Pines City Council on May 13, 2014; published by title only in the *Denver Post*, together with the statement that “[t]he complete text of all ordinances is available through the City Offices and on the City’s official website”; and finally passed and adopted by the City Council on May 27, 2014 following a duly noticed public meeting and ordered published by title only, with amendments if any, one time in the *Douglas County News-Press* on June 5, 2014.

ATTEST:



Diane Spomer, CMC, City Clerk

EXHIBIT A

OFFICE BUILDING LEASE EXTENSION AGREEMENT

THIS OFFICE BUILDING LEASE EXTENSION AGREEMENT (this "Agreement") is made effective the 1st day of June, 2014, regardless of the date of execution, by and between CPN INVESTMENTS, LLC, a Colorado limited liability company ("Landlord"), and THE CITY OF CASTLE PINES, a statutory city and political subdivision of the State of Colorado ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Office Building Lease dated May 15, 2011 (the "Lease") for premises located on the first floor of the Building at 7501 Village Square Drive, Castle Rock, Colorado 80108, known as Suites 100/101 comprising approximately 1,623, rentable square feet as depicted on Exhibit A to the Lease (the "Premises"), for a term commencing May 15, 2011, and ending May 31, 2014 (the "Initial Term").

B. Landlord and Tenant desire to extend the term of the Lease under the terms and at the conditions set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Extended Lease Term. The Term of the Lease is hereby extended from June 1, 2014, through December 31, 2015 (the "Extended Term").

2. Base Rent and Operating Expenses.

(a) Base Rent. Commencing June 1, 2014, and throughout the remainder of the Extended Term, the Base Rent under the Lease shall be \$4,510.00 per month.

(b) Operating Expenses. Commencing June 1, 2014, and throughout the remainder of the Extended Term, Operating Expenses shall be calculated as set forth in the Lease.


3. Early Termination. Tenant shall have the right to terminate the Lease during the last four (4) months of the Extended Term by giving Landlord sixty (60) days advance written notice of such termination.

4. Miscellaneous. In the event of any inconsistencies between the terms and provisions of this Agreement and those set forth in the Lease, the terms and conditions of this Agreement shall control in all instances. Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed to those terms in the Lease. Except as set forth in this Agreement, the Lease is ratified and acknowledged by the parties to be in full force and effect. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Execution copies of this Agreement may be delivered by facsimile or email and the parties hereto agree to accept and be bound by facsimile or emailed signatures hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.


LANDLORD

CPN INVENSTMENTS, LLC,
a Colorado limited liability company

By: 
Name: STEPHEN H. MURRAY
Date: JUNE 5, 2014

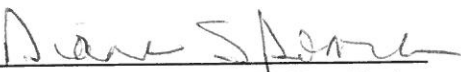
TENANT


THE CITY OF CASTLE PINES
a statutory city and political subdivision of the State of Colorado

By: 
Jeffrey T. Huff, Mayor
Date: JUNE 1 2014

ATTEST:

APPROVED AS TO FORM

By: 
Diane Spomer, CMC, City Clerk

By: 
City Attorney