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COMMISSIONERS MINUTES

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447 RESOLUTION TotalFee:0.00 DocFee:

RESOLUTION NUMBER 17-17

BEFORE THE BOARD OF COUNTY COMMISSIONERS

COUNTY OF GILPIN, STATE OF COLORADO

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO.376285-407 THERETO WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Gilpin County, Colorado (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision of the State of Colorado is authorized by the laws of the State of Colorado to purchase, acquire and lease personal property for the benefit of the lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, the Lessee will pay their vendor up-front for the truck cab and chassis portion of this lease in anticipation of receiving full reimbursement by Wells Fargo Bank, N. A. (the "Lessor") for this up-front payment under the existing Governmental Lease Purchase Agreement, and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Governmental Lease-Purchase Agreement (the "Agreement"), and Supplement No. 376285-407 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with the Lessor, the forms for which are being presented to the governing body of the Lessee for approval and

WHEREAS, the Board of County Commissioners, as governing body of Lessee, deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Supplement as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided:

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the Supplement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board of County Commissioners of the Lessee, the execution of such documents being conclusive evidence of such approval; and the Chair of the Board of County Commissioners of the Lessee is hereby authorized and directed to execute, and the Deputy Clerk to the Board of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and the Supplement and any related Exhibits attached thereto and to deliver the Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the Deputy Clerk to the Board of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a acceptance certificate with respect to the Supplement, as contemplated in the Agreement) and to take all action necessary

in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and the Supplement.

Section 3. No General Liability. Nothing contained in the Resolution, the Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in the Resolution, the Agreement, the Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The Chair of the Board of County Commissioners and County Manager of the Lessee are each hereby designated to act as authorized representative of the Lessee for purposes of the Agreement and the Supplement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and the Supplement.

Section 5. Severability. If any section, paragraph, clause or provision of the Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Resolution.

Section 6. Repealer. All bylaws, order and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 1ST day of August, 2017.

Gilpin County, Colorado, as Lessee

By: _____

Name: Gail Watson

Title: Chair, Board of County Commissioners

ATTEST:

By: _____

Name: Sharon E. Cate

Title: Deputy Clerk to the Board

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF GILPIN)

Linda Isenhart, Chair, and Sharon Cate, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this 1st day of August, 2017.

My commission expires: 4/14/18

VICKI L NEMEC
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19954010073
MY COMMISSION EXPIRES JUNE 14, 2018

Witness my hand and official seal

_____
Notary Public

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GILPIN COUNTY, COLORADO

COUNTY ACCOUNT AND AFFIDAVIT

POSTED

FUND NAME: Road & Bridge

Warrant No. _____

Today's Date: July 20, 2017

Claim of: McCandless Truck Center, LLC

Address: 16704 E. 32nd Ave. Aurora, CO 80011

Account Number	Acct Name	Invoice Date	Invoice Number/Description	Amount
02.00.5902	Capital Outlay (equipment over 5k)	7/5/17	#V101000485. 2018 International truck. Cab & Chassis.	$163,271.00
			BUDGET 2017	

STATE OF COLORADO
Gilpin County } ss.

William Paulman being first duly sworn, doth depose and say that the above account is legal, just and true, that the articles furnished and services rendered therein charged for have been actually and necessarily furnished and rendered to and for said County, and that the same has not been paid, nor any part thereof.

Signature of Authorized Requester

nl
Initials of person preparing voucher, if other than authorized requester

This account must be itemized and signed before being allowed.

County Manager

Commissioner Chair

Commissioner

Commissioner

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COMMISSIONERS MINUTES

McCANDLESS TRUCK CENTER LLC

IDEALEASE

Aurora Grand Junction Colorado Springs Henderson Pueblo Glenwood Springs

SALES INVOICE: V101000485

AURORA

P: (303) 739-9900

COPY

BILL TO
GILPIN COUNTY ROAD
ATTN: ACCOUNTS PAYABLE
255 BRAECHER PARK RD
BLACK HAWK, CO 80422-8803
P: (303) 582-5413

DELIVER TO
GILPIN COUNTY ROAD
ATTN: ACCOUNTS PAYABLE
255 BRAECHER PARK RD
BLACK HAWK, CO 80422-8803
P: (303) 582-5413

SALES INVOICE: V101000485

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
7/5/2017	SOLD	7/5/2017	7/5/2017	Wasinger.R	NEW TRUCK

UNTID	YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	PRICE
160216	**2018 - INTERNATIONAL - 7600 6X4**	**3HAGRSNT3JL579360**	
		Vehicle - Price	163,271.00
		Total:	163,271.00

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COMMISSIONERS MINUTES

RECEIVED
JUL 11 2017
GILPIN COUNTY
ROAD & BRIDGE

SALES PRICE		
TAXABLE TOTAL		$0.00
NON-TAXABLE TOTAL	+	$163,271.00
SUBTOTAL	=	**$163,271.00**
SALES TAX	+	$0.00
LEV SALES TAX REFUND	-	$0.00
TOTAL DOC FEES	+	$0.00
TOTAL FEDERAL EXCISE TAX	+	$0.00
TOTAL PRICE	=	**$163,271.00**
LESS TRADE-IN	-	$0.00
LESS DOWN PAYMENT	-	$0.00
UNPAID BALANCE	=	**$163,271.00**

x _____
Buyer Signature

_____
Date

x _____
Seller Signature

_____
Date

Please Remit Payment To:
MCCANDLESS TRUCK CENTER LLC
16704 E 32ND AVE
AURORA, CO 80011

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