

**Agenda Item No. IV - e**  
**Meeting Date: 04-13-2020**

**Subject:** Authorizing an Expenditure in the Amount of \$155,956 to John Elway Chevrolet for the Purchase of 4 Chevrolet Tahoes

**Presented by:** Matthew B. Skaggs  
Chief of Police

**Background:** This is authorization for payment to John Elway Chevrolet for the purchase of 4 Chevrolet Tahoes for the police department. This is the only and final payment for the purchase of these vehicles. Funds for this expenditure are appropriated in the 2020 budget.

**Recommended Action:** Approval of Resolution 20- Authorizing an Expenditure in the Amount of \$155,956 to John Elway Chevrolet for the Purchase of 4 Chevrolet Tahoes.

**RESOLUTION NO. 20-32**

**APPROVAL OF RESOLUTION 20-32 AUTHORIZING AN EXPENDITURE IN THE AMOUNT OF \$155,956.00 TO JOHN ELWAY CHEVROLET FOR THE PURCHASE OF 4 2020 CHEVROLET TAHOES.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The invoice from John Elway Chevrolet is hereby approved in essentially the same form as the copy of such invoice accompanying this resolution. The City Council hereby authorizes the expenditure of the funds.

**Section 2.** The Mayor is hereby authorized to accept the invoice and is further authorized to negotiate and approve on behalf of the City such revisions to the invoice, should the need arise to make any revisions, as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the invoice are not altered.

**INTRODUCED, READ, and ADOPTED** this 13th day of April, 2020.

CITY OF DACONO, COLORADO

---

Joe Baker, Mayor

ATTEST:

---

Valerie Taylor, City Clerk

# PURCHASE AGREEMENT

THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.

<b>SELLER:</b> JOHN ELWAY CHEVROLET 5200 SOUTH BROADWAY ENGLEWOOD, CO 80113		<b>BUYER / CO-BUYER:</b> CITY OF DACONO 512 CHERRY AVENUE DACONO CO 80514	
--	--	--	--

Salesperson <b>MARK MCMUNN</b>	Phone
--------------------------------	-------

Vehicle Year / Make / Model <b>2020 CHEVROLET TAHOE</b>	VIN <b>1GNSKDEC0LR279793</b>	Mileage <b>15</b>	Color <b>BLACK</b>	Stock #
Trade-In #1			Allowance	Payoff
Payoff to:			N/A	N/A
Trade-In #2			Allowance	Payoff
Payoff to:			N/A	N/A

### TERMS AND CONDITIONS

- 1. THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- 2. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- 3. SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- 4. Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

Selling Price.....		\$	<b>38989.00</b>
Additions:			
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Delivery & Handling.		N/A	
THIS CHARGE REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER.			
Total Additions .....		\$	N/A
Total Purchase Price .....		\$	<b>38989.00</b>
Trade-In Allowance. The actual cash value of the trade-in vehicle may be less .....		\$	N/A
Net Taxable Amount .....		\$	<b>38989.00</b>
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Total Taxes and Fees. Tax is an estimate only. Buyer is responsible for any additional tax due. ....		\$	N/A
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Total Non-Taxable Additions .....		\$	N/A
Payoff on Trade-In(s) .....		\$	N/A
If actual Payoff is greater, Buyer must pay the additional.			
Total .....		\$	<b>38989.00</b>
Rebate(s) .....		\$	N/A
Down Payment .....		\$	N/A
Balance Due on Delivery .....		\$	<b>38989.00</b>

# INVOICE

The single arbitrator shall be appointed by **JUDICIAL ARBITER GROUP IN DENVER** in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

Buyer \_\_\_\_\_ Date 03/20/2020

Co-Buyer \_\_\_\_\_ Date \_\_\_\_\_

  
Accepted by Authorized Dealer Representative \_\_\_\_\_ Date 03/20/2020

**PURCHASE AGREEMENT**

**THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.**

<b>SELLER:</b>  JOHN ELWAY CHEVROLET 5200 SOUTH BROADWAY ENGLEWOOD, CO 80113		<b>BUYER / CO-BUYER:</b>  CITY OF DACONO 512 CHERRY AVENUE DACONO CO 80514	
Salesperson <b>MARK MCMUNN</b>		Phone	
Vehicle Year / Make / Model	VIN	Mileage	Color
2020 CHEVROLET TAHOE	1GNSKDEC7LR280052	15	BLACK
Trade-In #1			Allowance
Payoff to:			N/A
Trade-In #2			Allowance
Payoff to:			N/A
			Payoff
			N/A

**TERMS AND CONDITIONS**

- THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

Selling Price.....		\$	<b>38989.00</b>
Additions:			
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
Delivery & Handling.			N/A
THIS CHARGE REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER.			
Total Additions .....		\$	N/A
Total Purchase Price .....		\$	<b>38989.00</b>
Trade-In Allowance. The actual cash value of the trade-in vehicle may be less .....		\$	N/A
Net Taxable Amount .....		\$	<b>38989.00</b>
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
Total Taxes and Fees. Tax is an estimate only. Buyer is responsible for any additional tax due. ....		\$	N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
Total Non-Taxable Additions .....		\$	N/A
Payoff on Trade-In(s) .....		\$	N/A
If actual Payoff is greater, Buyer must pay the additional.			
Total .....		\$	<b>38989.00</b>
Rebate(s) .....		\$	N/A
Down Payment .....		\$	N/A
Balance Due on Delivery .....		\$	<b>38989.00</b>

INVOICE

The single arbitrator shall be appointed by JUDICIAL ARBITER GROUP IN DENVER in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

Buyer \_\_\_\_\_ 03/20/2020  
Date

Co-Buyer \_\_\_\_\_  
Date

  
Accepted by Authorized Dealer Representative \_\_\_\_\_ 03/20/2020  
Date

**PURCHASE AGREEMENT**

**THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.**

<b>SELLER:</b>  JOHN ELWAY CHEVROLET 5200 SOUTH BROADWAY ENGLEWOOD, CO 80113		<b>BUYER / CO-BUYER:</b>  CITY OF DACONO 512 CHERRY AVENUE DACONO CO 80514	
--	--	--	--

Salesperson <b>MARK MCMUNN</b>	Phone
--------------------------------	-------

Vehicle Year / Make / Model <b>2020 CHEVROLET TAHOE</b>	VIN <b>1GNSKDEC6LR279801</b>	Mileage <b>15</b>	Color <b>BLACK</b>	Stock #
Trade-In #1			Allowance	Payoff
Payoff to:			N/A	N/A
Trade-In #2			Allowance	Payoff
Payoff to:			N/A	N/A

**TERMS AND CONDITIONS**

- THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

Selling Price .....		\$	<b>38989.00</b>
Additions:			
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Delivery & Handling:		N/A	
THIS CHARGE REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER.			
Total Additions .....		\$	N/A
Total Purchase Price .....		\$	<b>38989.00</b>
Trade-In Allowance. The actual cash value of the trade-in vehicle may be less .....		\$	N/A
Net Taxable Amount .....		\$	<b>38989.00</b>
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Total Taxes and Fees. Tax is an estimate only. Buyer is responsible for any additional tax due. ....		\$	N/A
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Total Non-Taxable Additions .....		\$	N/A
Payoff on Trade-In(s) .....		\$	N/A
If actual Payoff is greater, Buyer must pay the additional,			
Total .....		\$	<b>38989.00</b>
Rebate(s) .....		\$	N/A
Down Payment .....		\$	N/A
Balance Due on Delivery .....		\$	<b>38989.00</b>

The single arbitrator shall be appointed by JUDICIAL ARBITER GROUP IN DENVER in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

Buyer	<u>03/20/2020</u>	Date		<u>03/20/2020</u>	Date
			Accepted by Authorized Dealer Representative		
Co-Buyer	<u>N/A</u>	Date			

39807\*1\*EC-FI

**SEE NEXT PAGE FOR ADDITIONAL TERMS AND CONDITIONS**

# PURCHASE AGREEMENT

THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.

<b>SELLER:</b>  JOHN ELWAY CHEVROLET 5200 SOUTH BROADWAY ENGLEWOOD, CO 80113		<b>BUYER / CO-BUYER:</b>  CITY OF DACONO 512 CHERRY AVENUE DACONO CO 80514	
Salesperson <b>MARK MCMUNN</b>		Phone	

Vehicle Year / Make / Model	VIN	Mileage	Color	Stock #
2020 CHEVROLET TAHOE	1GNSKDEC9LR279808	15	BLACK	
Trade-In #1			Allowance	Payoff
Payoff to:			N/A	N/A
Trade-In #2			Allowance	Payoff
Payoff to:			N/A	N/A

### TERMS AND CONDITIONS

- THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

<b>INVOICE</b>		Selling Price .....	\$ 38989.00
Additions:			
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Delivery & Handling:		N/A	
THIS CHARGE REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER.			
Total Additions .....		\$	N/A
Total Purchase Price .....		\$	38989.00
Trade-In Allowance. The actual cash value of the trade-in vehicle may be less .....		\$	N/A
Net Taxable Amount .....		\$	38989.00
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Total Taxes and Fees. Tax is an estimate only. Buyer is responsible for any additional tax due. ....		\$	N/A
N/A		N/A	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Total Non-Taxable Additions .....		\$	N/A
Payoff on Trade-In(s) .....		\$	N/A
If actual Payoff is greater, Buyer must pay the additional.			
Total .....		\$	38989.00
Rebate(s) .....		\$	N/A
Down Payment .....		\$	N/A
Balance Due on Delivery .....		\$	38989.00

The single arbitrator shall be appointed by JUDICIAL ARBITER GROUP IN DENVER in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

Buyer \_\_\_\_\_ Date 03/20/2020

Co-Buyer \_\_\_\_\_ Date N/A



Accepted by Authorized Dealer Representative \_\_\_\_\_ Date 03/20/2020

39807\*1\*EC-FI