



**Utility Trailer Sales of Utah, Inc.**  
**MOTOR VEHICLE CONTRACT OF SALE**

4970 West 2100 South  
 Salt Lake City, UT 84120  
 BUS: (888) 973-4040  
 FAX: (801) 973-9427



Customer # 803218 Deal # Invoice # 108110 Prepared by: JEREMY GALATA

Purchaser Legal Name (name to appear on title) **TOOELE COUNTY SOLID WASTE MANAGEMENT** Contact Name **WAYNE ANDERTON** Date **August 24, 2022**

Street Address **2830 BAUER RD** City **TOOELE** State **UT** Zip **84074**

Cell Phone **435-830-8444** Office Phone Idaho Acct # NAPP Trailer #

Email Address [wayne.anderton@tooeleco.org](mailto:wayne.anderton@tooeleco.org) Commercial Driver's License No.

IRP No. IFTA No. Federal ID No. **87-6000317** Sales Tax Exemption # **11966427-002-STC** Quantity **1**

YEAR	MAKE	STOCK#	VIN or SERIAL#	DESCRIPTION	PRICE
2022	TRAVIS	159003	48X9R5028N1015150	50X102 LIVE FLOOR "LEAK PROOF" TRAILER	\$117,857.00

Specs Include: 50x102, Aluminum Composition, Double Wall & Wedge Design, Barn Style Rear Door, Reyco Spring Ride Suspension, Tandem Axle, Aluminum Wheels, LP22.5 Tires, Drum Brakes, Roll Rite Electric Tarp System, 1/4" Aluminum Overlay @ Rear  
 HALLCO Front Mount Leak Proof Floor, Pressure Filter, F.O.B. Salt Lake City, UT

APPROVED AS TO FORM:

*Colin Winchester 09/29/2022*  
**Colin R. Winchester**  
 Deputy Tooele County Attorney

**Notes:**  
**MUNICIPALITY / NO FET INCLUDED**

TRADE-IN INFORMATION (if applicable or see attached for further)				Cash Price of Vehicle & Accessories	
YEAR	MAKE	MODEL	VIN#	Document Fees	\$117,857.00
LIEN HOLDER ON TRADE-IN				Subtotal before sales tax	\$325.00
TRADE-IN ALLOWANCE				Utah State & Local Sales Tax	\$118,182.00
BALANCE OWED ON TRADE-IN				Permit/Title Service Fees	\$0.00
NET ALLOWANCE ON TRADE-IN				Tire Recycling Fee	\$8.00
DEPOSIT OR CREDIT BALANCE				Total	\$118,190.00
CASH WITH ORDER				Total Credit (transferred from left column)	\$0.00
TOTAL CREDIT (Transfer to right column)				UNPAID CASH BALANCE DUE ON DELIVERY	\$118,190.00
				FINANCED BY:	

Purchaser hereby agrees to purchase the above referenced vehicle(s) and refrigeration unit(s) (if applicable) from Utility Trailer Sales of Utah, Inc. (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on all attached pages hereto. Vehicle(s) price may be changed at any time for any reason. Seller is not responsible for any costs to buyer associated with delays. Seller has no control over and no guarantee on vehicle completion date. Seller may cancel this contract at any time for any reason. Unpaid balance is due with in 2 business days of being notified via email that your vehicle(s) is ready. (Ver. 110921)

Seller's Signature \_\_\_\_\_  
[jeremy@1580utility.com](mailto:jeremy@1580utility.com)  
 801-301-3667

Purchaser's Signature *Jan A. Walker*  
 Date 10/4/22

## FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged. If Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE STATE CODE MANDATED AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN THE SELLER AND PURCHASER.

### PURCHASER AGREES TO ARRANGE FINANCING

"(A)" The Purchaser of the vehicle(s) described in this contract acknowledges that the Seller of the vehicle has made no promises, warranties, or representations regarding seller's ability to obtain financing for the purchase of the vehicle. Furthermore, Purchaser understands that if financing is necessary in order for the purchaser to complete the payment terms of this contract all the financing arrangements are the sole responsibility of the Purchaser.

**Purchaser's Signature**

### SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" The Purchaser of the vehicle(s) described in this contract has executed the contract in reliance upon the Seller's representation that Seller can provide financing arrangements for the purchase of the vehicle(s). The primary terms of the financing are as follows: Interest rate between \_\_\_\_% and \_\_\_\_% per annum, term between \_\_\_\_ months and \_\_\_\_ months. Monthly payments between \$\_\_\_\_\_ per month and \$\_\_\_\_\_ per month based on a down payment of \$\_\_\_\_\_. If seller is not able to arrange financing within the terms disclosed, then seller must, within seven (7) calendar days of the date of sale, mail notice to the Purchaser that he/she has not been able to arrange financing. Purchaser then has fourteen (14) days from the date of sale to elect, if purchaser chooses, to rescind the contract of sale, pursuant to section 41-3-401. In order to rescind the contract of sale, the Purchaser shall: (1) Return to seller the vehicle purchased. (2) Pay the Seller an amount equal to the current standard mileage rate for the cost of operating a Motor Vehicle established by the Federal Internal Revenue Service for each mile the vehicle has been driven; AND (3) Compensate Seller for any physical damage to the vehicle. In return, Seller shall give back to the purchaser all payments or other consideration paid by the Purchaser, including any down payment and any motor vehicle traded in. If the trade-in has been sold or otherwise disposed of before the purchaser rescinds the transaction, then the Seller shall return to the Purchaser a sum equivalent to the allowance toward the purchase price given by the Seller for the trade-in as noted in this contract. If Purchaser does not elect to rescind the contract of sale as provided in subsection (2)(b) of this form: (a) Purchaser is responsible for adherence to the terms and conditions of the contract or risks being found in default of the terms and conditions; (b) the terms and conditions of the disclosures set forth in section (1) of this form are not binding on the seller; and (c) if financing is necessary for the Purchaser to complete the payment terms of the contract of sale, the Purchaser is solely responsible for making all the financing arrangements. Signing this disclosure does not prohibit the purchaser from seeking his/her own financing. The dealership may or may not receive income for arranging financing.

**Purchaser's Signature**

**Seller's Signature**

### CONDITIONS AND WARRANTIES

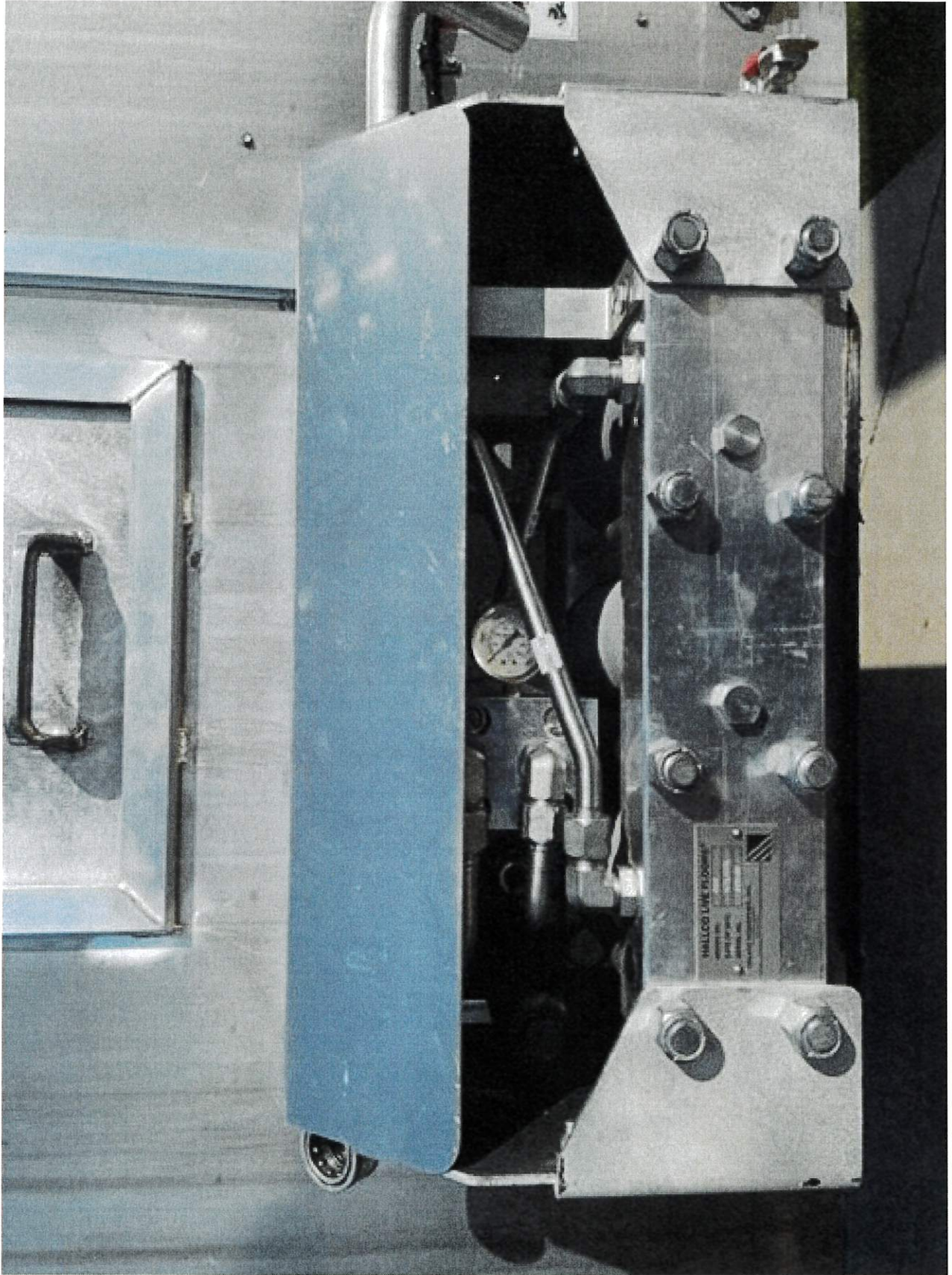
It is further understood and mutually agreed: The agreement on the previous page(s) is subject to the following terms, conditions, and warranties made by Purchaser, which have been mutually agreed upon:

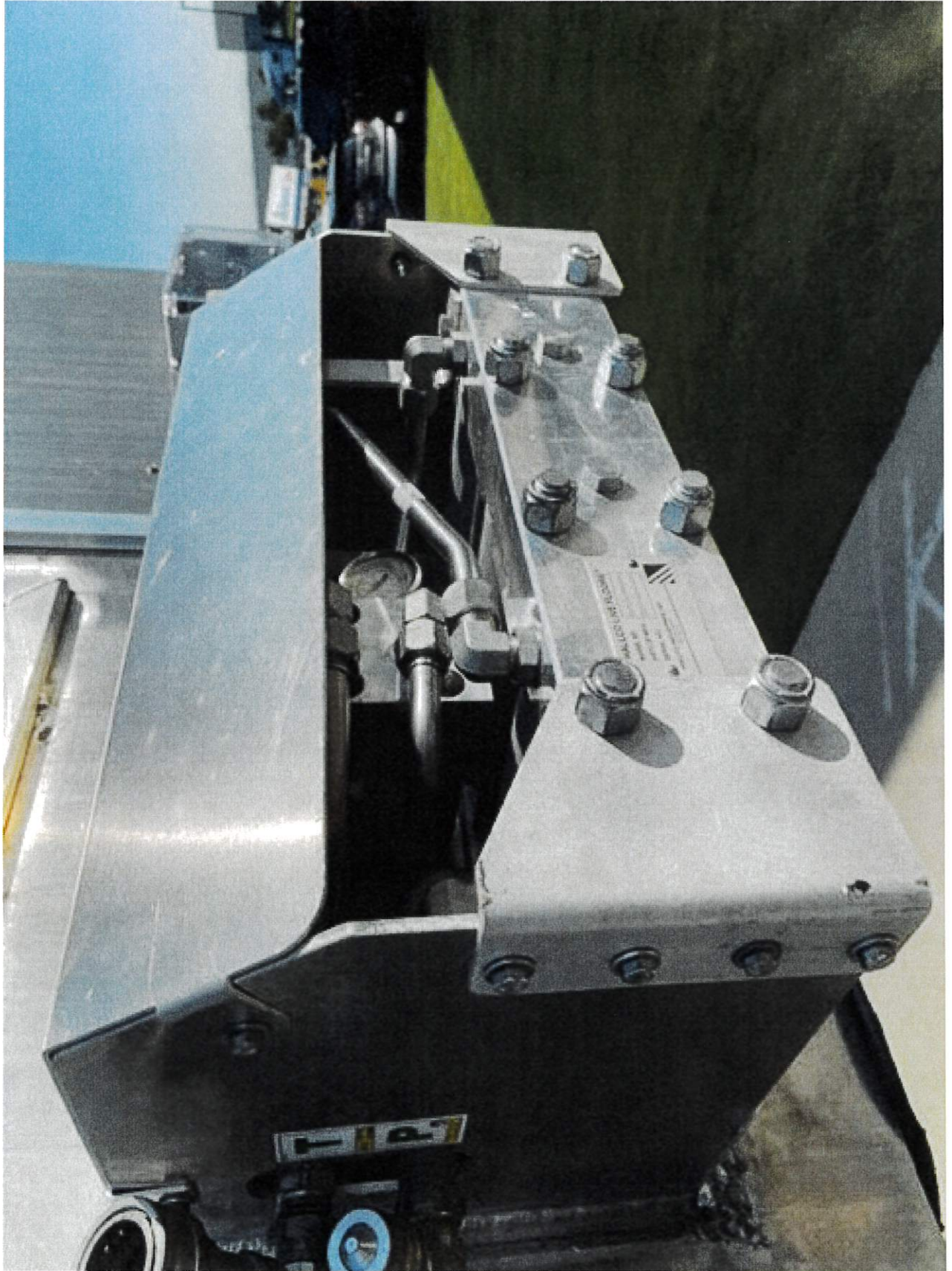
1. Purchaser agrees to deliver the original bill of sale and the title to any used vehicle traded herein along with the delivery of such vehicle in the same condition and containing the same equipment as when appraised reasonable wear and tear expected, and Purchaser warrants such used vehicle to be his/her property free and clear of all liens and encumbrances except as otherwise noted in this agreement.
2. If the Purchaser does not pay the "UNPAID CASH BALANCE DUE ON DELIVERY" by the date indicated on this agreement, then the Seller may set off against its damages any cash deposit or down payment received from the Purchaser. In the event a used vehicle has been taken in trade, Purchaser authorizes Seller to sell the used vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond the control of the Seller.
4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF THE NEW VEHICLE(S) AND/OR REFRIGERATION UNIT(S) FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE(S)/REFRIGERATION UNIT(S) WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH IS AVAILABLE TO PURCHASER UPON REQUEST. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY WILL BE THE ONLY REMEDIES AVAILABLE TO ANY PERSON WITH RESPECT TO SUCH NEW VEHICLE(S)/REFRIGERATION UNIT(S).
5. In case the vehicle(s) and/or refrigeration unit(s) sold to the Purchaser is/are used vehicle(s)/refrigeration unit(s), no warranty or representation is made by Seller as to the extent such vehicle(s)/refrigeration unit(s) has/have been used, regardless of mileage/hours shown on the odometer/hourmeter of said used vehicle(s)/refrigeration unit(s).
6. In the event it becomes necessary for Seller to enforce any of the terms, conditions, or warranties in this agreement, Purchaser agrees to pay reasonable attorney's fees, court costs, and collection fees.
7. Purchaser may not transfer or assign his/her interest in this agreement, unless Seller consents in writing.
8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS INCLUDING PROPERTY IS NOT INCLUDED IN THIS AGREEMENT.
9. Purchaser represents that he/she is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle(s) and to any proceeds derived from the sale of the purchased vehicle(s) to secure full payment of the purchase price. This security interest also covers all equipment, refrigeration unit(s), accessories and parts that Purchaser adds to the vehicle. Purchaser also grants Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle(s). Purchaser also grants the Seller a security interest in the vehicle(s) purchased by the Purchaser as described above, for the purpose of securing Seller against losses proximately caused by Purchaser's breach of any terms or conditions set forth in this contract.
11. In the case of any vehicle(s) traded in as part of the consideration toward a purchase, Purchaser represents and warrants:
  - (a) That unless otherwise disclosed to Seller in writing and attached hereto, pollution control equipment, ABS system and all other safety related equipment installed by the manufacturer has not been removed or rendered inoperative.
  - (b) That the year of manufacture and the balance owed on the traded-in vehicle(s) are as stated in this agreement.
  - (c) That, unless otherwise disclosed in this agreement or attached hereto in writing, the hubometer reading (if vehicle is equipped) and hourmeter reading accurately states the miles and hours the traded-in vehicle(s) have been operated.
  - (d) That Purchaser has and will provide to Seller good title to the traded-in vehicle(s), and that transfer of the traded-in vehicle(s) to Seller as a trade-in on purchase of another vehicle is rightful; AND
  - (e) That the traded-in vehicle(s) has never had its title or registration branded as "SALVAGED", "RESTORED", "REPAIRED", or similar term, pursuant to Utah Code Ann. 41-1a-1004 and 41-1a-1005 or statute(s) of another state substantially similar in content. If Purchaser breaches this representation and warranty then Purchaser agrees to be liable for and pay the Seller the difference between the trade-in allowance as stated in this agreement and the reduced value attributable to misrepresentation regarding the title or registration.
  - (f) That the vehicle(s) was not knowingly initially delivered for disposition or sale in a country other than the United States of America.
12. Any written notice required to be given Purchaser if mailed by ordinary mail, postage prepaid, to Purchaser's mailing address as stated in this agreement or e-mail address as stated in this agreement shall be deemed reasonable and effective notification.
13. The rate of interest as set forth in the Financing Disclosure section (B) may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest.
14. All information we request may be used to verify your identity in accordance with the U.S. Patriot Act.

















# Tooele County Council Agenda Item Summary

**Department Making Request:**

Solid Waste

**Meeting Date:**

9-27-2022

**Mark Options That Apply:** **Grant**  
*1 time* **Contract**  
*1 yr. or less* **Purchase***Exp date: \_\_\_\_\_* **Grant**  
*With County Match* **Contract**  
*More than 1 yr.**Exp date: \_\_\_\_\_***Budget Impact:** **In Budget** **Over Budget****Amount of Contract, Service, Grant:**    \$ \$118,190.00**Item Title:** Travis Walking Floor Trailer*Please answer the who? what? when? why?*

The Solid Waste department is in need of purchasing a new walking floor trailer. This purchase was originally going to be funded in the budget for 2023. But there is a new trailer available now at a discounted price from Utility Trailer, the trailer is a demo that was built by the manufacturer. The quote that was given to the Solid Waste Department for a similar trailer to be built in 2023 was \$144,290.00 and the quote to purchase the demo in 2022 is \$118,190.00, this is a savings of \$26,099.00. If the purchase is made this year it will alleviate any issue with supply chain and any increases in the cost of aluminum that may happen next year, because the trailer is already built and ready to go. Utility is the only dealer of this particular type of trailer in the state and I am wanting to do a sole source purchase. A budget adjustment has been submitted to cover the cost of this purchase in 2022.

**List who needs copies when approved:** Solid Waste Director



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Colin R. Winchester  
Deputy Tooele County Attorney

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Seller's Signature

*Jeremy Galata*  
jeremy@1580utility.com  
801-301-3667

Purchaser's Signature

*Garrett Wilson*  
Date 10/4/22