



Truck Purchase Order
Kenworth Sales Company, Inc.
 2125 S Constitution Blvd
 Salt Lake City, UT 84119-1219

Date: 11/04/2022
 Quote #: DE-01512
 Department: NewTrucks
 Salesperson: RJ Sessions
 Customer PO#: _____

Bill To: 26577
 TOOEE COUNTY SOLID WASTE
 47 S MAIN
 TOOEE UT 84074
 P:(435) 843-4781

Ship To:
 TOOEE COUNTY SOLID WASTE
 47 S MAIN
 TOOEE, UT 84074

 TOOEE COUNTY CORPORATION
 CONTRACT # 23-02-02

| | | | | |
|-----------|------|------------------------|--------------------|---------------------|
| Stock#: | VIN: | New 2024 Kenworth T880 | Price: | \$199,350.00 |
| Mileage:0 | | Color:WHITE | | |
| | | | Total Price | \$199,350.00 |
| | | | Documentation Fee | <u>\$200.00</u> |
| | | | Total | \$199,550.00 |

2023 Q2 T880 DAYCAB TRACTOR

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

APPROVED AS TO FORM:

Colin Winchester 02/02/2023
 Colin R. Winchester
 Deputy Tooele County Attorney

NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

If this transaction is to be a retail installment sale, this contract is not effective unless financing is obtained on terms satisfactory to the parties, and the credit terms disclosure statement is fully completed. Until made effective, this order is not binding and purchaser may cancel and recover deposit.
SECURITY AGREEMENT: Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full. The undersigned acknowledges receipt of a complete copy of this agreement, comprised of this Purchase Order, together with documents referenced herein. The undersigned hereby certifies that (s)he is 18 years of age or older and has read and understands sections 19-22 of this agreement.

I/We understand these conditions as reviewed.

TOOELE COUNTY SOLID WASTE
 Purchaser
Sam A. Wells
 Purchaser's Signature
2/13/2023
 Date

[Signature]
 Dealer/Representative's Signature
2/15/2023
 Date



TRUCK PURCHASE ORDER

TERMS OF AGREEMENT

KENWORTH SALES COMPANY ("Seller") and purchaser referenced below ("Purchaser") agree as follows:

1. Obligation to Accept Delivery. In consideration of the purchase price set forth herein, Seller will deliver possession of the vehicle(s) identified in the Vehicle Summary of Specifications ("the Trucks") to Purchaser. The Trucks will be delivered to Purchaser at Seller's business address. If Purchaser requests a different destination for delivery, Purchaser shall pay a reasonable charge for such delivery. Risk of loss will pass from Seller to Purchaser at the point of delivery.

2. Purchase Price. The Sales Price listed is based on the manufacturer's price to Seller as of the date this Agreement is signed by Purchaser. Purchaser will bear any increase in cost for the Trucks and equipment included in the purchase imposed subsequent to the execution of this agreement, and will accept delivery as tendered. Title to the Trucks shall pass to Purchaser upon Seller's receipt in full of the Purchase Price.

3. Substituted Delivery Date. If Purchaser requests a delivery date other than the Requested Delivery Date stated above, such new date shall be substituted for the Requested Delivery Date originally requested by Purchaser. Purchaser shall pay all costs incurred by Seller as a result of Purchaser's alternate delivery date, including, but not limited to, any Flooring Interest or Insurance costs incurred between the original Requested Delivery Date and the actual date of delivery.

4. Failure to Deliver. Seller shall not be liable for any failure to deliver any Trucks purchased by the Requested Delivery Date stated. Seller shall have an additional sixty (60) days after the Requested Delivery Date in which to make delivery. If delivery has not been made within such sixty (60) day period, either party may terminate this Agreement by written notice to the other party. In the event Seller shall be unable to carry out its obligations under this Agreement, in whole or in part, by reason of Force Majeure, then Seller shall give Purchaser notice in writing within a reasonable time after occurrence of the event or cause relied upon. Seller's obligations hereunder shall be suspended for the duration of the Force Majeure. Seller shall use reasonable efforts to promptly remove or overcome such business disruptions. Force Majeure shall be defined as arising out of or from any disaster, act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause(s) beyond Seller's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities in response to emergency circumstance not limited to those listed above.

5. Remedies for Failure to Accept Delivery. Purchaser's refusal to accept delivery of the Trucks will constitute a default. Upon such default Seller may resell the Trucks and recover from Purchaser all damages suffered as a result of Purchaser's default including, but not limited to, repossession, transportation, selling and advertising costs, charges for cancellation or change in orders to manufacturer, dismantling charges, interest paid to a manufacturer from the date Seller obtains possession of the Trucks until the date on which resale of the Trucks occurs ("Flooring Interest"), the amount of any loss on the resale, and any other incidental or consequential damages.

6. Seller's Right to Cancel for Purchaser's Insolvency. If at any point during the operation of this agreement Purchaser shall make a general assignment for the benefit of creditors or seek the benefits of any insolvency act, or if a voluntary or involuntary bankruptcy petition is filed in which Purchaser is named as a debtor, or if any insolvency proceeding under the laws of any state is instituted in which Purchaser is named as a debtor, Seller may cancel this contract without prejudice to any other remedies afforded herein.

7. Disclaimer of Representations. Purchaser has ascertained all of the necessary facts underlying this Agreement and has selected the specifications listed in the Vehicle Summary of Specifications Section of this Agreement, without the aid or advice of Seller. Purchaser acknowledges that no representations have been made by Seller or relied upon by Purchaser in connection with such specifications or the quality, condition or any feature of the Trucks, parts, accessories or other goods sold hereby. Purchaser further acknowledges that Purchaser has not relied on any knowledge or expertise of Seller.

8. Disclaimer of Warranties. Manufacturer's warranties are the sole warranties given with respect to Trucks, parts, accessories and other goods purchased under this Agreement. Purchaser shall seek any and all remedies from the manufacturer for any and all warranty claims. SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE TRUCKS, PARTS, ACCESSORIES AND ANY OTHER GOODS SOLD UNDER THE TERMS OF THIS AGREEMENT. No claim of breach of warranty by Purchaser shall constitute grounds for cancellation of this Agreement, or any part hereof by Purchaser. If Seller shall render assistance of any kind in operating the Trucks or remedying any defects at any time, the rendering of such assistance shall not, under any circumstances, be deemed an admission or acknowledgment by Seller of the existence of any warranty under which Seller has any obligation or responsibility to Purchaser.

9. Credit Approval. If any of the listed balance due is to be financed by or through Seller, Purchaser shall execute and deliver an application for credit, an installment sale and security agreement, a promissory note, and any other documents as required by law or which Seller may require to document and secure Purchaser's indebtedness to Seller or to Seller's assignee ("Application"). Purchaser agrees to make full disclosure of all information requested in the Application. Purchaser authorizes Seller to verify and investigate such information. In the event Purchaser's application is not approved on or before the Requested Delivery Date Seller may terminate this Agreement.

10. Deposit. Any deposit received hereunder will be applied to the purchase price upon delivery. In the event of Purchaser's default, the deposit will be applied first to Seller's damages, and second as a refund to purchaser. Such damages are described in Section 5. If Seller's damages exceed the amount of the deposit, Purchaser will indemnify, defend and hold Seller harmless from any and all such additional damages incurred.

11. Payment of Taxes. Purchaser shall pay or reimburse Seller for all federal, state and local sales, use, excise and other taxes imposed upon or applicable to the sale made pursuant to this Agreement, regardless of whether such taxes are indicated herein and regardless of which party may have primary liability.

12. Costs of Enforcing Agreement. Arbitration. In the event of Purchaser's default Purchaser shall pay all of Seller's costs incurred in enforcing this agreement including costs of collection and reasonable attorney's fees. Default as used in this agreement shall

Initials:

mean the failure of a party to perform any obligation required under the terms of this agreement, unless otherwise stated. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

13. Disclaimer of Consequential and Incidental Damages. In no event and under no circumstances will Seller be liable for consequential and incidental damages arising from or related to its failure to perform any of its obligations under this Agreement.

14. Integration and Severability. This Agreement consists of the Vehicle Summary of Specifications issued by Seller and the terms herein. These pages contain the entire Agreement between the parties, and neither party has relied upon any prior or contemporaneous representations, either oral or written, that are not set forth herein. If any provisions of this Agreement shall be determined to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remaining terms and conditions of this Agreement.

15. Amendment. This Agreement shall not be amended in any respect except as follows: (a) by a writing signed by both parties which expressly recites that it constitutes an amendment to this Agreement and which is effective on its date of execution; (b) by notation on page 1 of this document, which specifies the date and nature of such change, and includes the signature of Purchaser.

16. Assignment. This Agreement shall be binding upon all representatives, successors and assigns of the parties. Purchaser may assign its interests herein only after obtaining the prior written approval Seller. Seller may, in its sole discretion, elect to terminate this Agreement in the event of an assignment hereunder by Purchaser.

17. Notice. Any notice required herein shall be in writing and shall be transmitted by certified mail, return receipt requested, to the address of the party receiving it.

18. Governing Law. This Agreement governs the rights, obligations and liabilities of the parties hereto, and shall be interpreted and construed under the laws of the State of Utah.

Initials:

JACV

CONSUMER CREDIT NOTICE

19. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERE TO OR WITH PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

20. IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE MARYLAND CONSUMER PROTECTION ACT.

21. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED WITHIN 5 (FIVE) BUSINESS DAYS AND YOU DON'T HAVE ANOTHER PAYMENT METHOD, YOUR DEPOSIT WILL BE REFUNDED IN FULL AND THE VEHICLE WILL BE MADE AVAILABLE FOR SALE.

22. CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT FOR SALE. UNDER UTAH LAW, FAILURE TO PROVIDE THIS OR AN "AS IS" SALES DISCLOSURE MAY SUBJECT DEALER TO UP TO \$1,000 CIVIL PENALTY AND MAY ALLOW BUYER TO CANCEL SALE WITHIN 30 DAYS.

TOOELE COUNTY SOLID WASTE
PURCHASER

Signature: X James A. Welch
Name (Type or Print): James A. Welch
Title: County Manager
Date: 2/13/2023

KENWORTH SALES COMPANY
SELLER

Signature: X RJ Sessions
Name (Type or Print): RJ SESSIONS
Title: SALESMAN
Date: 2/15/2023

APPROVED AS TO FORM:

Colin R. Winchester 02/02/2023
Colin R. Winchester
Deputy Tooele County Attorney

CORPORATE RESOLUTION

RESOLVED that the corporate officer referenced below is hereby authorized and directed for and on behalf of the referenced corporation ("the Corporation") and in its name to execute an Agreement with KENWORTH SALES COMPANY ("KWS") for the purchase of the Trucks referenced in this Agreement. KWS is authorized to act upon this resolution until written notice of its revocation is delivered to said company.

The undersigned secretary of the Corporation hereby certifies that this resolution is a full, true and correct copy of a resolution of the Board of Directors of the Corporation duly and regularly passed and adopted at a meeting of the Board of Directors as required by law and by the bylaws of the Corporation on the date stated, and that the signatures appearing on the above mentioned copy of said resolution are the genuine signatures of the persons mentioned in this resolution and authorized to act on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation on the date stated.

X _____
Secretary Signature

_____ Date

X _____
AUTHORIZED OFFICER SIGNATURE

_____ TITLE

(NAME TYPED OR PRINTED)

CORPORATION

LLC RESOLUTION

RESOLVED that the Member referenced below is hereby authorized and directed for and on behalf of the referenced limited liability company ("the LLC") and in its name to execute an Agreement with KENWORTH SALES COMPANY ("KWS") for the purchase of the Trucks referenced in this Agreement. KWS is authorized to act upon this resolution until written notice of its revocation is delivered to said company.

The undersigned Manager of the LLC hereby certifies that this resolution is a full, true and correct copy of a resolution of the Members of the LLC duly and regularly passed and adopted at a meeting of the Members as required by law and by the Operating Agreement of the LLC on the date stated, and that the signatures appearing on the above mentioned copy of said resolution are the genuine signatures of the persons mentioned in this resolution and authorized to act on behalf of the LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as Manager of the LLC on the date stated.

X _____
LLC Manager Signature

_____ Date

X _____
AUTHORIZED MEMBER SIGNATURE

_____ Limited Liability Company

(NAME TYPED OR PRINTED)



Tooele County Council Agenda Item Summary

Department Making Request:

Solid Waste

Meeting Date:

2-7-2023
~~1-17-2023~~

Contract - Both

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: \$ 199,550.00

Item Title: Kenworth semi-truck

Please answer the who? what? when? why?

The solid waste department is looking to purchase a new semi-truck to haul MSW out of the transfer station. I currently have two trucks that have high miles and need to be rotated out, our trucks drive nearly 60,000 miles a year and operate five days a weeks. In September 2022, I contacted three vendors inquiring about a new semi-truck to purchase in 2023. I received responses from two dealers. Kenworth responded saying that they had one build slot for the third quarter of 2023. Premier Truck responded saying that they did not have a build slot for a Western Star in 2023. The Kenworth salesman contacted me in November stating that the build slot had been moved up to the second quarter of 2023 and the order needed to be secured by November 18th, 2022 in order to keep the slot and get the truck built. I spoke with both the managers and conveyed the need to have this happen or I was going to lose the slot. Andy said that he understood and gave me the okay to take care of the buyers order to save the slot. This truck was spoken about all through the budget process and is in the solid waste budget for 2023.

List who needs copies when approved: Solid Waste Director