Ivins City Staff Report
City Council Meeting 5-15-2014

Agenda Item: Approval of lease agreement with Wells Fargo Equipment Finance for a Public Safety and a Public Works Vehicle

Staff Report submitted by: Alan Rae

Recommended City Council Action: **Approval of a 24 month lease agreement with Wells Fargo Equipment Finance in the amount of $2,330.84 per month**

BACKGROUND:

During the budget process for the current year it was determined that we would need a new Public Works truck and a Public Safety vehicle. It was anticipated in the budget that these vehicle would both be obtained through a two year lease. We budgeted in the current year that we would obtain this lease at midyear. By obtaining them later in this year than anticipated the cost in the current year will be substantially less than anticipated. These vehicle leases are also anticipated in the current budget.

FINDINGS AND ANALYSIS:

- **St George Ford provided a price on the Public Works Truck of $26,165.57**
- **St George Ford provided a price on the Public Safety Vehicle of $28,000.00**

SUPPORT MATERIALS:

- Supplemental to Master Governmental Lease Purchase Agreement from Wells Fargo Equipment Finance
- Legal Opinion Letter from City Attorney Dale Coulam
- Motor Vehicle Contract of Sale from St George Ford for both vehicles

FINANCIAL IMPACT:

This expenditure is budgeted under account 10-54-742 (52%) and 52-42-740 (48%).

Respectfully Submitted: A. W. Rae

Alan Rae

Content Review:

Dale Coulam

Alan Rae

From: Wendy.Callahan@wellsfargo.com
Sent: Friday, April 11, 2014 1:48 PM
To: Alan Rae
Cc: Mercer.Gready@wellsfargo.com; Kevin.R.Haslam@wellsfargo.com
Subject: FW: Ivins City
Attachments: 0387255-403[1].pdf; Opinion of Counsel.doc

Importance: High



Documents

Ivins City
Contract 001-0387255-403

Attached are the documents to complete your transaction.

Please keep in mind that if you have not received a title copy yet for the 2014 Ford F-150, then you will need to provide us proof of payment (cancelled check copy or wire confirmation depending on how Ken Garff was paid).

To expedite funding, please scan and e-mail or fax a copy of the executed documents. My contact information is listed below.

If you have questions regarding the documentation, please do not hesitate to contact me. You **may** receive a short survey via email regarding your financing experience with us. We really appreciate your participation and honest feedback.

For help with any questions about this account after your transaction funds, please contact the WFEF Account Services team at 866-726-4714 between 7:30 AM – 6:00 PM CT Monday-Friday, or e-mail your request to wfefi@wellsfargo.com.

Thank you,
Wendy Callahan

Sr. Transaction Coordinator

Wells Fargo Equipment Finance | 301 South College St, 18th Floor | Charlotte, NC 28202-6000
MAC D1053-180
Tel 704-715-9884 | Fax 877-542-4813

wendy.callahan@wellsfargo.com

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Wells Fargo Equipment Finance, Inc.
301 S. College St., 18th Floor
Charlotte, NC 28202

April 11, 2014

Ivins City
55 North Main Street
Ivins, UT 84738

Thank you for choosing Wells Fargo Equipment Finance, Inc. to handle your finance needs. Enclosed please find the following documents necessary to complete your lease transaction:

1. Resolution of Governing Body – fill in the title of authorized signors in Section 1 and Section 4, please sign and date where indicated.
2. Supplement to Master Lease - sign where indicated. Please note the Commencement Date will be completed on the date the funds are disbursed. Changes may need to be made to the Vin numbers listed. The Sales Contracts were very hard to read.
3. Exhibit "A" - please sign
4. Opinion of Counsel – please have your legal council review the documentation and provide an opinion letter printed on their letterhead. The letter included in the package can be used as a reference. I've attached the document in Word.
5. Pay Proceeds Letter – please sign, and provide your wire transfer instructions.
6. Required Information – please verify the Billing Address and Equipment Location, sign where indicated. Provide any other necessary changes on this form.
7. Delivery and Acceptance Certificate – fill in the information requested in Section 3, sign and date.
8. Certificate of Insurance – please provide a binder indicating proper insurance coverage and naming Wells Fargo Equipment Finance, Inc. as Loss Payee and Additional Insured. ***Verification of insurance coverage must be obtained prior to funding***
9. Bank-Qualified Designation – Please sign and date.
10. Titled Equipment Agreement and Acknowledgement – Please sign and complete form.
11. ***Please provide copies of the MSO and or Certificates of title front and back. They should reflect Wells Fargo Equipment Finance, Inc. as lien holder.***

All documents requiring a signature must be signed by an authorized officer. Please return all documents along with the Certificate of Insurance and advance payment to my attention as indicated on the cover email. ***Please retain for your records copies of the original documents. Unless requested, you will not receive a copy following funding of the transaction.***

If you have any questions regarding the enclosed, please do not hesitate to contact me at 704-715-9884 directly.

Sincerely,

Wendy Callahan
Senior Transaction Coordinator

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF IVINS CITY, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 387255-403 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, Ivins City (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Utah is authorized by the laws of the State of Utah 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, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Governmental Lease-Purchase Agreement (the "Agreement"), and Supplement No. 387255-403 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with Wells Fargo Equipment Finance, Inc. (the "Lessor"), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the 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 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 _____ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute, and the _____ 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 _____ 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 an 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 this 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 this 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 _____ and _____ of the Lessee are each hereby designated to act as authorized representatives 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 this 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 this Resolution.

Section 6. Repealer. All bylaws, orders 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 _____ day of _____, 20___.

Ivins City, as Lessee

By:_____

Name:_____

Title:_____

ATTEST:

By: _____

Name: _____

Title: _____

Supplement

to Master Governmental Lease-Purchase Agreement

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

WELLS FARGO

Supplement Number 387255-403 dated as of April 11, 2014 to
Master Governmental Lease-Purchase Agreement
Number 387255 dated as of October 10, 2012

Name and Address of Lessee:
Ivins City
55 North Main Street
Ivins, UT 84738

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

Equipment Description: One (1) 2014 Ford Explorer, Vin #1FM5K8B81EGB45303 and One (1) 2014 Ford F-150 Supercab, Vin #1FTFX1EFXEKD27221

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 55 North Main St., IVINS, UT 84738

SUMMARY OF PAYMENT TERMS	
Payment term (Months): **24**	Finance Amount: **$54,165.52**
Payment Frequency: **Monthly**	Total Rent: **$55,940.20**
Basic Rental Payment: **$2,330.84**	Interest Rate: **3.11%**
Number of Payments: **24**	Final Purchase Option Price: **$1.00**
Payments in Arrears, See Additional Provisions	

Additional Provisions: Exhibit A is attached hereto pursuant to Section 4 of the Master Lease. The Termination Balance shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance. Notwithstanding anything in this Lease to the contrary, Lessee shall pay installments in arrears beginning one month from the Rent Commencement Date.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: Ivins City

By	By
Title	Title
Commencement Date	

Exhibit A

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Supplement Number 387255-403 dated as of April 11, 2014 to
Master Governmental Lease-Purchase Agreement Number 387255 dated as of October 10, 2012

Lessee: Ivins City

Interest Rate: 3.11%

Period	Payment	Principal	Interest	Termination Balance
0	0	0	0	54,165.52
1	2,330.84	2,190.26	140.58	51,975.26
2	2,330.84	2,195.95	134.89	49,779.31
3	2,330.84	2,201.65	129.19	47,577.66
4	2,330.84	2,207.36	123.48	45,370.30
5	2,330.84	2,213.09	117.75	43,157.21
6	2,330.84	2,218.83	112.01	40,938.37
7	2,330.84	2,224.59	106.25	38,713.78
8	2,330.84	2,230.37	100.48	36,483.41
9	2,330.84	2,236.15	94.69	34,247.26
10	2,330.84	2,241.96	88.88	32,005.30
11	2,330.84	2,247.78	83.06	29,757.52
12	2,330.84	2,253.61	77.23	27,503.91
13	2,330.84	2,259.46	71.38	25,244.45
14	2,330.84	2,265.32	65.52	22,979.13
15	2,330.84	2,271.20	59.64	20,707.93
16	2,330.84	2,277.10	53.74	18,430.83
17	2,330.84	2,283.01	47.83	16,147.82
18	2,330.84	2,288.93	41.91	13,858.89
19	2,330.84	2,294.87	35.97	11,564.01
20	2,330.84	2,300.83	30.01	9,263.19
21	2,330.84	2,306.80	24.04	6,956.39
22	2,330.84	2,312.79	18.05	4,643.60
23	2,330.84	2,318.79	12.05	2,324.81
24	2,330.84	2,324.81	6.03	0
	---	---	---	
	9,323.37	**9,263.19**	**60.18**	
	==========	==========	==========	
Totals	**55,940.20**	**54,165.52**	**1,774.68**	

This amortization schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement amortization schedule to Lessee. This schedule does not include prepayment terms.

Dated as of: April 11, 2014

Lessee: Ivins City

By

Title

Pay Proceeds

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

In reference to Contract Number 387255-403 dated as of April 11, 2014, Wells Fargo Equipment Finance, Inc. is irrevocably instructed to disburse payment as follows:

Payee	Invoice Number	Amount
Ken Garff St George Ford Lincoln	Motor Vehicle Contract of Sale dated 2/28/14	$28,000.00
Ivins City	Reimbursement of Motor Vehicle Contract of Sale with Ken Garff St. George Ford Lincoln dated 1/13/14	$25,665.52
Wells Fargo Equipment Finance, Inc.	Documentation Fee	$500.00
TOTAL FINANCED		**$54,165.52**

Dated: April 11, 2014

Ivins City

_____

By

_____

Title

In order for us to wire your reimbursement to you, please provide your bank information below:

Bank Name:_____

Account Name:_____

Routing Number: __ __ __ __ __ __ __ __ __ (9 digits)

Account Number:_____

Required Information

Tax Status, Billing Address and Equipment Location

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Contract Number 387255-403 dated as of April 11, 2014

Name and Address of Customer:
Ivins City
55 North Main Street
Ivins, UT 84738

Equipment Description: One (1) 2014 Ford Explorer, Vin #1FM5K8B81EGB45303 and One (1) 2014 Ford F-150 Supercab, Vin #1FTFX1EFXEKD27221

E-mail Address: arae@ivins.com **Documentation Contact Name:** Alan Rae

Social Security No./Federal Tax I.D. No. _____

Sales/Use Tax: (check one)

☐ Subject to sales and use tax. (**Tax will be charged based on the type of equipment financed and on the state in which the equipment is located.); or**

☐ Exempt from sales and use tax, for the following reason: _____

(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the equipment is located in a state or locality that requires reporting of the equipment on a personal property tax return, Wells Fargo Equipment Finance, Inc. will report the equipment.

Billing Address: Ivins City, 55 North Main Street, Ivins, UT 84738

☐ The billing address stated above is correct OR ☐ Change the billing address as stated below:

Street _____ City _____

State _____ Zip Code _____

Equipment Location: 55 North Main St., IVINS, UT 84738

☐ The equipment will be located at the Equipment Location stated above or at the address shown on the attached Schedule A.

Indicate **County** the equipment is located in _____; or

☐ The equipment will be located at:

Street _____ City _____

State _____ Zip Code _____ County _____

(If multiple locations, attach a list of equipment by City, State, and County indicating where each piece of equipment is located.)

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Customer: Ivins City

_____
By

_____
Title

Delivery and Acceptance Certificate

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Supplement Number 387255-403 dated as of April 11, 2014 to
Master Governmental Lease-Purchase Agreement
Number 387255 dated as of October 10, 2012

Name and Address of Lessee:
Ivins City
55 North Main Street
Ivins, UT 84738

Equipment Description: One (1) 2014 Ford Explorer, Vin #1FM5K8B81EGB45303 and One (1) 2014 Ford F-150 Supercab, Vin #1FTFX1EFXEKD27221

Equipment Location: 55 North Main St., IVINS, UT 84738

Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Master Governmental Lease-Purchase Agreement and Supplement thereto identified above (collectively, the "Lease"), each by and between Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.

2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.

3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

_____

_____

_____

4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date:_____

Lessee: Ivins City

_____
By

_____
Title

Insurance Requirements

Wells Fargo Equipment Finance, Inc. | 1540 West Fountainhead Parkway | MAC S3966-100 | Tempe, AZ 85282

★★★A CERTIFICATE MUST BE OBTAINED PRIOR TO FUNDING/CLOSING★★★

Name and Address of Insured:
Ivins City
55 North Main Street
Ivins, UT 84738

Equipment Description: One (1) 2014 Ford Explorer, Vin #1FM5K8B81EGB45303 and One (1) 2014 Ford F-150 Supercab, Vin #1FTFX1EFXEKD27221

Equipment Location: 55 North Main St., IVINS, UT 84738

Please contact your agent to have an insurance certificate faxed to the attention of Wendy Callahan at 877-542-4813 or emailed to wendy.callahan@wellsfargo.com. In accordance with the provisions of your loan, insurance coverage is required as follows:

1. **PROPERTY INSURANCE** is required against the loss, theft of or damage to the Equipment.
   - The minimum amount of coverage required is **$54,165.52**
   - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as **Loss Payee**.
   - If the Total Cost of the Equipment leased under the lease is equal to or greater than one million dollars ($1,000,000.00), the Policy must include a Lender's Loss Payable Endorsement in favor of Wells Fargo Equipment Finance, Inc..
   - The amount of the deductible must be stated on the certificate of insurance

2. **COMMERCIAL GENERAL LIABILITY INSURANCE** is required for bodily injury and property damage.
   - The minimum amount of coverage required is **$1,000,000.00** combined single limit per occurrence.
   - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as an **Additional Insured**.

3. The Property and General Liability policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.

4. The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for thirty days after written notice to Lessor of such cancellation and shall then cease.

5. REFERENCE CONTRACT NO. 387255-403 ON ALL POLICIES.

6. The Underwriter/Carrier of the policy must have an AM Best Rating of B+ or higher, and a Financial Class Size of VI or higher.

Bank-Qualified Designation

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Supplement Number 387255-403 dated as of April 11, 2014 to
Master Governmental Lease-Purchase Agreement
Number 387255 dated as of October 10, 2012

Name and Address of Lessee:
Ivins City
55 North Main Street
Ivins, UT 84738

Lessee hereby designates the above referenced Master Governmental Lease-Purchase Agreement and Supplement thereto (collectively, the "Lease") to which this Designation is attached, as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) that exceed the aggregate principal amount of $10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Lease.

Executed On:_____

Lessee: Ivins City

_____
By

_____
Title

Titled Equipment Agreement and Acknowledgement

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Contract Number 387255-403

Name and Address of Customer:
Ivins City
55 North Main Street
Ivins, UT 84738

Equipment Description: One (1) 2014 Ford Explorer, Vin #1FM5K8B81EGB45303 and One (1) 2014 Ford F-150 Supercab, Vin #1FTFX1EFXEKD27221

The Equipment must be titled as follows:

Lienholder Name & Address:	**Owner Name & Address:**
Wells Fargo Equipment Finance, Inc.	**Ivins City**
733 Marquette Ave., Suite 700	**55 North Main Street**
Minneapolis, MN 55402	**Ivins, UT 84738**

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. John Doe dba John Doe's Trucking).

In addition, Co-Borrowers' certificate(s) of title must include both Borrowers' names as Owners with the word "AND" between their names. The word "OR" is unacceptable and must be corrected at the Titling Party's expense.

Party Responsible for Titling:

☐ I will personally submit title work to state for processing
☐ Titling Agency will submit title work to state for processing
☐ Dealer will submit title work to state for processing
☐ Trucking Company will submit title work to state for processing

Contact information for Titling Party:

Name _____

Street _____

City _____ State _____ Zip Code _____

Direct Phone Number: _____ Fax Number: _____

Email Address: _____

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of funds being disbursed:

Wells Fargo Equipment Finance, Inc.
Attn: Title Administration Department
733 Marquette Ave, Suite 700
Minneapolis, MN 55402

Customer: Ivins City

_____
By

_____
Title

Ivins City
55 N. Main Street
Ivins, UT 84738
(435) 628-0606
www.ivins.com
An Equal Opportunity Employer

Mayor Chris Hart
City Council Members:
Ron Densley
George E. Elwell, Jr.
Cheyne McDonald
Lesley Mendenhall
Steven Roberts

City Manager/Attorney:
Dale Coulam

April 11, 2014

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Ladies and Gentlemen:

As counsel for Ivins City ("Lessee"), I have examined the Master Governmental Lease-Purchase Agreement dated as of October 10, 2012 (the "Master Lease") which has been incorporated by reference into that certain Supplement Number 387255-403 thereto dated as of April 11, 2014 (collectively, the "Lease"), each between the Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), and such other documents, instruments and records as I have considered relevant for purposes of this opinion. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

1. Lessee is a political subdivision or agency of the State of Utah, duly organized and existing under the laws of such state. Lessee's full, true and correct legal name is Ivins City.
2. Lessee is authorized and has power under applicable law to enter into the Lease, and carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the rent payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make rent payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
7. A certified copy of the City Council meeting minutes approving the Lease-Purchase Agreement.

Very truly yours,

Counsel for Lessee

[FORM OF LEGAL OPINION]

April 11, 2014

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Ladies and Gentlemen:

As counsel for Ivins City ("Lessee"), I have examined the Master Governmental Lease-Purchase Agreement dated as of October 10, 2012 (the "Master Lease") which has been incorporated by reference into that certain Supplement Number 387255-403 thereto dated as of April 11, 2014 (collectively, the "Lease"), each between the Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), and such other documents, instruments and records as I have considered relevant for purposes of this opinion. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

1. Lessee is a political subdivision or agency of the State of Utah, duly organized and existing under the laws of such state. Lessee's full, true and correct legal name is Ivins City.

2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the appropriation of moneys to pay the rent payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make rent payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7. Resolution No. _____ of the governing body of Lessee, was duly and validly adopted by such governing body on _____, 20__, and such resolution has not been amended or repealed and remains in full force and effect.

Very truly yours,

_____
Counsel for Lessee

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

01/13/14
DATE OF SALE:

Ken Garff
St George Ford
Lincoln

145 WEST HILTON DRIVE
ST. GEORGE, UTAH 84770-6737
PHONE (435) 674-3200 • TOLL FREE (800) 634-5788
FAX (435) 674-3270

IVINS CITY
PURCHASER'S NAME

55 N MAIN ST
STREET ADDRESS

IVINS, UT 84738-0000
CITY | COUNTY | STATE | ZIP CODE

(435)628-0686
RES. PHONE | BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2014	FORD	F-150	4WD SUPERC	AB 8	WHITE

V.I.N.	ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON
1FTFX1EF4EKD27221	268	0E22210	01/13/14	CHAD SHEPHERD

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE		25,000.00
2. ACCESSORIES/OPTIONS		N/A
3.		N/A
4.		N/A
5. Delivery, Prep Fee		N/A
6. TOTAL CASH PRICE (add lines 1-5)		25,000.00
7. MFR. REBATE $ N/A		N/A
8. PORTION/REBATE APPLIED TO PURCHASE	(	N/A)
9. SUBTOTAL (lines 6 minus 8)		25,000.00

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER	0
SERIES	BODY TYPE	
V.I.N.		
BALANCE OWED ON TRADE-IN:		N/A
BALANCE OWED TO:		
ADDRESS: N/A N/A		
PAYOFF VERIFIED BY: N/A	GOOD UNTIL: N/A	N/A
DATE OF VERIFICATION	ACC.#:	

***WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:**
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE		N/A
11. BALANCE OWED ON TRADE-IN*		N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)		N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)		N/A
14. TOTAL CREDITS (total lines 12 & 13)		N/A
15. SUBTOTAL FROM LINE 9		25,000.00
16. SERVICE CONTRACT		N/A
17. DEALER DOCUMENTARY SERVICE FEE		230.00
18.		N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)		25,165.52
20. TRADE ALLOWANCE ** (line 10)	N/A	** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20)	$ 25,165.52	
22. UTAH SALES/USE TAX ON TAXABLE AMOUNT*		N/A
23. UTAH LICENSE AND REGISTRATION FEES		N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES		N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE		N/A
26. UTAH WASTE TIRE RECYCLING FEE		N/A

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):_____

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY	
☐	☐	☐	☐	☐	☐	☐

NOTICE ONLY TO BUYERS OF USED VEHICLES

The Information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X_____

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 MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR 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.

SIGNATURE OF PURCHASER_____

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE 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 MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN 1 MONTHS AND 1 MONTHS. MONTHLY PAYMENTS BETWEEN $ 26,165.52 PER MONTH AND $ 26,165.52 PER MONTH BASED ON A DOWN PAYMENT OF $ N/A.

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO [UTAH CODE ANN.] SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) 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 MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) 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.

(4) 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 THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE 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) IF 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.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

DATE OF SALE: 02/28/14

Ken Garff
St George Ford
Lincoln

145 WEST HILTON DRIVE
ST. GEORGE, UTAH 84770-6737
PHONE (435) 674-3200 • TOLL FREE (800) 634-5788
FAX (435) 674-3270

PURCHASER'S NAME: CITY OF IVINS

STREET ADDRESS: 55 N MAIN ST.

CITY: IVINS, UT 84738-0000 COUNTY: STATE: ZIP CODE:

RES PHONE: (435)674-1083 BUS PHONE: (435)632-5564

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller") subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2014	FORD	EXPLORER	4WD 4DR BASE	6	WHITE

VIN	ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON
1FM5K8B81EGB45303	350	0E24180	02/28/14	TONY ZOCKOLL

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	28,000.00
2. ACCESSORIES/OPTIONS	N/A
3.	N/A
4.	
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	28,000.00
7. MFR. REBATE $ N/A	
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A
9. SUBTOTAL (lines 6 minus 8)	28,000.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
☐	☐	☐	☐	☐	☐

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE

X _____

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE: ODOMETER: 0 0

SERIES: BODY TYPE:

VIN:

*BALANCE OWED ON TRADE-IN: N/A

BALANCE OWED TO:

ADDRESS: N/A N/A N/A

PAYOFF VERIFIED BY: N/A GOOD UNTIL: N/A N/A

DATE OF VERIFICATION: ACC #:

***WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:**
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	28,000.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	28,000.00
20. TRADE ALLOWANCE ** (line 10) N/A	** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20) $ 28,000.00	
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	N/A
27.	N/A
28.	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	28,000.00
30. TOTAL CREDITS (line 14)	(N/A
31. BALANCE DUE (total line 29 minus 30) DAY 28 MONTH FEB YEAR 2014	28,000.00

FINANCING DISCLOSURE

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SIGNATURE OF PURCHASER: _____

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

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INTEREST RATE BETWEEN N/A% AND 0.000% PER ANNUM, TERM BETWEEN 1 MONTHS AND 1 MONTHS. MONTHLY PAYMENTS BETWEEN $ 28,000.00 PER MONTH AND $ 28,000.00 PER MONTH BASED ON A DOWN PAYMENT OF $ N/A

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.
(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO UTAH CODE ANN. SECTION 41-3-401.
(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL
(i) RETURN TO SELLER THE MOTOR VEHICLE PURCHASED,
(ii) 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 MOTOR VEHICLE HAS BEEN DRIVEN, AND
(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.
(3) 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.
(4) 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 THE DOCUMENT OF SALE.
(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM,
(a) THE 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) IF 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.
(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER: _____

SIGNATURE OF SELLER: _____

OTHER TERMS AGREED TO: NONE ☐ AS FOLLOWS ☐

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER: _____ DATE 02/28/14 VEHICLE TO BE TITLED IN NAME OF: CITY OF IVINS

SIGNATURE OF CO-PURCHASER: _____ DATE 02/28/14 SIGNATURE OF SELLER: _____ DATE 02/28/14