Ivins City Staff Report
City Council Meeting 11/7/19

Agenda Item: Approval of expenditure to purchase Building Department Vehicle.

Submitted by: Mike Rodriguez, Building & Zoning Administrator

Recommended Action: Approve expenditure for Toyota Tacoma Pickup

BACKGROUND: The City's building inspector currently drives a 2004 Dodge Dakota pickup with approximately 97,000 miles on the odometer. The vehicle has served the department well for the last fifteen years however it has been requiring more frequent repairs and maintenance. The purchase of the replacement vehicle will allow the 2004 Dodge Dakota to be sold as surplus. The budgeted amount for the replacement vehicle is $24,000.00. We are proposing to move $500.00 from the Office Supplies & Expense budget and $1,000.00 from the Professional & Technical Services budget to cover the additional cost and believe that still leaves sufficient room in the budget to cover the anticipated expenditures for the remainder of the year.

FINDINGS AND ANALYSIS:

- Quote from local dealership for Toyota Tacoma Truck. See attachment.

SUPPORT MATERIALS:

- Quote from Stephen Wade Toyota for $25,343.24

FINANCIAL IMPACT:

The current budget estimated $24,000.00 for this purchase using the following GL Code: 5874.2

Respectfully Submitted:

Mike Rodriguez, Building & Zoning Administrator

Content Review:

Dale Coulam, City Manager

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

10/18/19
DATE OF SALE:

STEPHEN WADE TOYOTA

150 West Hilton Drive • St George, Utah 84770
1-435-628-7300 • Fax: 1-435-628-7887

CITY OF IVINS
PURCHASER'S NAME

55 N MAIN SHOP**460 N
STREET ADDRESS

IVINS, UT 84738
CITY / COUNTY / STATE / ZIP CODE

(435)414-3826
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
XX			2020	TOYOTA	TACOMA 2WD	SR ACCESS CAB 6'		SUPER WHITE

V.I.N.	ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON
5TFRX5GN5LX166415	15	25859	10/18/19	CODY HARRIS

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	24,939.24
2. ACCESSORIES/OPTIONS	N/A
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	24,939.24
7. MFR. REBATE $ N/A	
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A)
9. SUBTOTAL (lines 6 minus 8)	24,939.24

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE / ODOMETER

SERIES / BODY TYPE

V.I.N.

*BALANCE OWED ON TRADE-IN: N/A

BALANCE OWED TO:

ADDRESS:

PAYOFF VERIFIED BY: GOOD UNTIL:

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	24,939.24
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	299.00
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	25,238.24
20. TRADE ALLOWANCE ** (line 10) N/A	** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20) $ 25,238.24	
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 EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	5.00
27.	N/A
28.	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	25,243.24
30. TOTAL CREDITS (line 14)	(N/A)
31. **BALANCE DUE** (total line 29 minus 30) DAY 18 MONTH Oct YEAR 19	25,243.24

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 $ 25,243.24 PER MONTH AND $ 25,243.24 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

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 10/18/19 VEHICLE TO BE TITLED IN NAME OF _____

SIGNATURE OF CO-PURCHASER _____ DATE _____ SIGNATURE OF SELLER _____ DATE 10/18/19

IVINS CITY
UTAH

Finance Report for Building & Zoning Vehicle Purchase

Date: ***October 22, 2019***

Purpose: ***Purchase of One (1) 2020 Toyota Tacoma Pickup for the Building & Zoning Department***

Recommendation: ***Approve the Purchase***

Background:

The Building Department Budget includes the purchase of one (1) new vehicle. The department would like to purchase the vehicle at this time. These activities are in line with the fleet replacement program that has been compiled by the department, finance director, and the city manager.

The City can purchase the Toyota Tacoma Pickup for $25,243.24 from Stephen Wade Toyota in St. George (the quote is attached). The vehicle is available in the dealer's current inventory and available for immediate delivery. The budgeted amount for the replacement vehicle is $24,000.00. We are proposing to move $500.00 from the Office Supplies & Expense budget and $1,000.00 from the Professional & Technical Services budget to cover the additional cost and believe that still leaves sufficient room in the budget to cover the anticipated expenditures for the remainder of the year.

Staff recommends the City Council authorize the purchase of the new vehicle for Building & Zoning.

Respectfully,

Lane Mecham
Director of Finance