

RESOLUTION NUMBER 2015- 6
RESOLUTION OF BOARD OF COMMISSIONERS AUTHORIZING A
LOAN FROM TERRE HAUTE SAVINGS BANK FOR PURCHASE
OF KENWORTH TRUCK

WHEREAS, the Board of Commissioners of Clay County, Indiana desires to purchase two Kenworth Trucks for the Clay County Highway Department, and pay cash for one and obtain a loan for the second through Terre Haute Savings Bank.

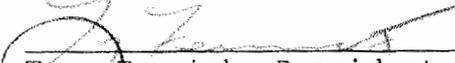
WHEREAS, the anticipated loan amount is approximately \$108,102.00 for the Kenworth Truck being financed with the loan interest rate being 1.875%.

WHEREAS, it is the intent that such loan will be fully paid in one payment in one year from the date of the loan, being approximately April, 2016.

NOW, THEREFORE, be it resolved as follows:

Subject to the approval of the Ordinance of the Clay County Council approving the loan from Terre Haute Savings Bank, for the purchase of a Kenworth truck for the Clay County Highway Department, in the amount of \$108,102.00 with applicable interest, with repayment in 12 months, the Commissioners authorize the Council President, Larry Moss, and Commissioner President, Tony Fenwick, to execute such loan documents with Terre Haute Savings Bank on behalf of Clay County, Indiana, and allow such bank security in the truck being financed until the loan is fully paid.

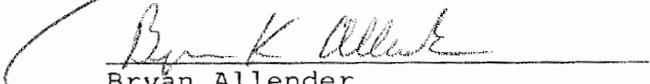
Approved by the Board of Commissioners of Clay County, Indiana this 6th day of April, 2015.



Tony Fenwick, President

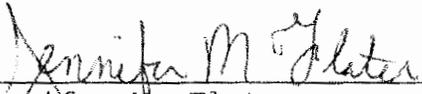


Paul Sindors



Bryan Allender

ATTEST:



Jennifer M. Flater
Auditor, Clay County, Indiana

Terre Haute Truck Center
003865

County Form No. 17

ACCOUNTS PAYABLE VOUCHER
Clay County Highway

1176.44200.000.203
\$108,102.00

WARRANT NO. 101052
VOUCHER NO. 003865
Terre Haute Truck Center

| | |
|--------------------|--------------------------|
| Payee: | Terre Haute Truck Center |
| Payee ID: | 003865 |
| In the Amount of: | \$108,102.00 |
| ON ACCOUNT OF | APPROPRIATION FOR |
| 1176.44200.000.203 | Road Equipment |

Payee Address: Terre Haute Truck Center
P. O. Box 3066
Terre Haute, IN 47803-

Purchase Order No _____
Terms _____
Date Due _____

An invoice or bill to be properly itemized must show: kind of service, where performed, dates services rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

| Invoice Date | Invoice Number | Description (Refer to attached invoice(s)) | Amount |
|--------------|----------------|--|------------|
| 11/12/2015 | | New Equipment | 108,102.00 |

TOTAL: \$108,102.00

I hereby certify that the attached invoice(s); or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

Date 11-12-15 Signature [Signature] Brad Stultz, Supervisor

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2

Date 11/19/15 [Signature] Jennifer M. Elster, County Auditor

Allowed on NOV 30 2015, in the sum of _____

Clay County Board of Commissioners

FILED

NOV 19 2015

[Signature]
CLAY COUNTY AUDITOR

NEW AND USED



BUYERS ORDER

| | | | |
|--|--|---|--|
| <input type="checkbox"/> KENWORTH OF INDIANAPOLIS 2929 S. HOLT RD. INDIANAPOLIS, IN 46241 (317) 247-8421 | | <input checked="" type="checkbox"/> TERRE HAUTE TRUCK CENTER 6425 EAST ST. RD 42 TERRE HAUTE, IN 47803 (812) 232-0288 | |
| <input type="checkbox"/> EVANSVILLE TRUCK CENTER 8516 BAUMGART RD. EVANSVILLE, IN 47725 (812) 867-7411 | | <input type="checkbox"/> FT. WAYNE TRUCK CENTER 3535 COLISEUM BLVD W. FT. WAYNE, IN 46808 (260) 483-6367 | |
| <input type="checkbox"/> KENWORTH OF DAYTON 7740 CENTER POINT 70 BLVD. DAYTON, OH 45424 (937) 235-2589 | | <input type="checkbox"/> KENWORTH OF CINCINNATI 11155 MOSTELLER RD. CINCINNATI, OH 45241 (513) 771-5831 | |

PURCHASER Clay County Board of Commissioners DATE 11-12-15
 ADDRESS 609 East National Ave. CITY Brazil STATE IN. ZIP 47834
 COUNTY _____ TELEPHONE NO. (812) 835-2091
 ICC or DOT # _____ CELL # _____ E-MAIL _____
 STOCK # (1) YEAR 2016 MAKE Kenworth MODEL T470 ENGINE PX-9
 SERIAL NO. TBD1NKBLJ0X5GR102756 DESCRIPTION Tandem axle dump truck.

PRICES ON ORDERED TRUCKS ARE SUBJECT TO CHANGE AS STATED IN CONDITION 2 ON REVERSE SIDE.

| | |
|--|----------------------|
| New tandem axle T470 w/Rahn Equipment bed up-fit. | \$ 130,602.00 |
| | |
| | |
| | |
| | |
| | |
| | |

| | | | |
|------------------------------|---------------------|----------------------------|---------------------|
| GROSS TRADE ALLOWANCE | \$ 22,500.00 | | |
| BALANCE OWED | \$ 0.00 | FET | |
| NET TRADE ALLOWANCE | \$ 22,500.00 | NET TRADE ALLOWANCE | \$ 22,500.00 |

TRADE SUBJECT TO REAPPRAISAL AT DELIVERY.

| | |
|---|----------------------------------|
| TRADE: YEAR <u>2007</u> MAKE <u>IHC</u> MODEL <u>7400</u> | SALES TAX |
| SERIAL NO. <u>1HTWHAAT27J371573</u> | TOTAL PRICE \$ 108,102.00 |
| MORTGAGED BY _____ PHONE _____ | RECEIPT NO. _____ DEPOSIT _____ |
| ADDRESS _____ | |
| CITY _____ STATE _____ ZIP _____ | LIABILITY INSURANCE NOT INCLUDED |
| PHYSICAL DAMAGE: <input type="checkbox"/> ACCEPTED <input checked="" type="checkbox"/> REJECTED | BALANCE DUE \$ 108,102.00 |
| CREDIT LIFE: <input type="checkbox"/> ACCEPTED <input checked="" type="checkbox"/> REJECTED | |

DISCLAIMER OF WARRANTIES
 THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.

THIS TRUCK SOLD
 WITH MANUFACTURERS STANDARD NEW TRUCK WARRANTY
 AS IS. WITH ALL FAULTS. I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT.

Purchaser hereby acknowledges the purchase of this truck as is, with all faults knowingly accepted and without any warranties express or implied, other than as indicated above by purchaser's initial.
 Purchaser's Initials ba

This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.
 The customer certified is 18 years of age or over and warrants true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.
 The undersigned purchaser acknowledges has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed herewith.

ADDITIONAL TERMS ON REVERSE SIDE.

PURCHASER Clay Co. Hwy Dept.
 BY [Signature]
 SALESMAN Tom Bahr
 ACCEPTED BY _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER