

ADAIR COUNTY COMMISSION MINUTES MONDAY, APRIL 18, 2016

Continued from page 277

IN REF. ORDER NO 8 Purchase agreement for two (2) new 12 M3 AWD graders

ALTORFER		ALTORFER INC. RECEIVED PURCHASE AGREEMENT APR 18 2016	
Dealer Phone: (518) 350-6551	Deerpark: (518) 324-1535	East Florida: (850) 604-1254	Florida: (904) 221-8000
Mobility: (904) 263-8200	Rock Falls: (915) 425-8774	(904) 263-8200	
Mail payment to: P.O. Box 1347, Cedar Rapids, IA 52402			
SOLD TO: Adair Co Road and Bridge PHONE: (502) 485-3300 STREET: 22000 Parker Trail CITY: Canton STATE: IA ZIP CODE: 52521 COUNTY: ADM INDUSTRY CODE: 201 SHIP TO: County Barn		CUSTOMER NO.: M-515087 ITEM NO.: 7813 P.O. #: 1000000000 VIA: APPROX. SHIPPING DATE:	
EQUIPMENT MANAGEMENT & PRODUCT LINK Your equipment has been enrolled in an Equipment Management System. You will receive a text message from the system when your equipment is scheduled for maintenance. You will also receive a text message when your equipment is scheduled for a recall. You will also receive a text message when your equipment is scheduled for a recall. You will also receive a text message when your equipment is scheduled for a recall.			
TERMS: <input type="checkbox"/> Cash <input type="checkbox"/> Cash on Delivery <input type="checkbox"/> Payment Plan Below			
MACHINE (MAKE, MODEL AND SERIAL NUMBER) (2) New 12M3 AWD Graders as equipped plus add-Front Lift Mounting Group and Front Lift Group. 14' X 24" X 78" Multiboard with Cutting Edges, AMFM Radio, Communications Converter, Rear Vision Camera - 60 Month / 5,000 SMH Premier Warranty with 8 Tires with Mileage and Labor Included 1,000 SMU CSA Parts Only to Include Wet, Dry Filters and Oil (2 Servos each 4 Tons) Less Trade 2004 140H (APM11302) & 2005 Deere 770E (DWT7700S17020)			
Tax Exempt Governmental Total: \$401,424.00			
PAYMENTS OVER MONTHS INTEREST RATE: _____ LEASE TYPE: _____ CCANW: _____ QUOTE#: _____ APP#: _____		BILL OF SALE FOR PROPERTY TAKEN IN TRADE Make: <u>CATERPILLAR</u> Model: <u>12M3 AWD</u> Serial No.: <u>APM01302 & DWT7700S17020</u> Date: <u>4/18/16</u> County: <u>Adair</u> State: <u>IA</u> City: <u>Canton</u> Buyer: <u>Adair County</u> Seller: <u>Altorfer Inc.</u>	
I, the undersigned, hereby certify that the above is a true and correct copy of the original bill of sale for the property described herein. I have read the terms and conditions of this agreement and I agree to be bound by them. I have read the terms and conditions of this agreement and I agree to be bound by them. I have read the terms and conditions of this agreement and I agree to be bound by them.			

1. **NEW WARRANTY:** New Caterpillar products are sold subject to the terms of the applicable warranty. Copies of the warranty applicable to this purchase are attached to this invoice and are available by visiting dealer's website. In no event shall the dealer be liable for any consequential or incidental damages.
2. **USED WARRANTY:** Dealer guarantees a used machine against mechanical failure for a period of _____ days or _____ hours, whichever comes first, on the date of delivery to the Customer.
 - a. Warranty covers both parts and labor necessary to repair an inoperative machine.
 - b. Dealer and Customer will share the cost of each repair (including replacement parts, labor, service economy and mileage as required) in the proportion shown above.
 - c. Customer agrees to promptly report to Dealer any mechanical failure that occurs during the term of this agreement, and to make the machine available on request to Dealer during its regular laydown working hours. The Customer agrees to make the machine available on request to Dealer during its regular laydown working hours. The Customer agrees to make the machine available on request to Dealer during its regular laydown working hours.
 - d. All repair work to be performed by Dealer except as otherwise authorized by Dealer.
 - e. IF THE PARTICIPANT IN COST OF REPAIRS OR DEALER'S REPAIRS EXCEEDS THE VALUE OF THE MACHINE, THE MACHINE IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, AND THE CUSTOMER'S IS THE RESPONSIBILITY.
 - f. Dealer reserves the right to inspect the machine at any time, and to refuse any claim resulting from negligence or abuse.
 - g. The machine is sold "AS IS" WITHOUT WARRANTY OF ANY KIND, AND THE CUSTOMER'S IS THE RESPONSIBILITY.
3. **CONDITION OF TRADE:** It is the opinion of the Dealer, the mechanical condition of the vehicle (if any) is substantially different than it is shown on the bill of sale. It is the Dealer's policy to sell only used equipment. The Dealer reserves the right to request that the bill of sale be amended to reflect the actual condition of the vehicle. If the Dealer has the right to request that the bill of sale be amended to reflect the actual condition of the vehicle, the Dealer reserves the right to request that the bill of sale be amended to reflect the actual condition of the vehicle.
4. **TITLE WARRANTY:** Dealer warrants title and complete title to the goods which are subject to this agreement including the warranty that (a) the Dealer has good title to the goods, (b) the Dealer has the right to convey title to the goods, (c) the goods are not subject to any lien or other encumbrance, security interests, liens and charges.
5. **ACCEPTANCE:** Goods sold pursuant to this agreement shall be inspected by the Customer upon arrival and any one of the goods for purposes other than inspection and testing during this period shall constitute an acceptance. If the goods fail to conform to the agreement in any way, the Customer shall notify the Dealer within five (5) days of arrival and failing such notification the goods shall be deemed to have been accepted.
6. **FORCE MAJEURE:** The Dealer shall not be responsible for any delay of other failure to perform caused by reasons of act of God, war, riot, or other labor difficulties or by natural disasters, fire, flood, and other acts of God, accidents, embargoes, acts of war, or other causes beyond the reasonable control of Dealer, and Dealer's time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, Dealer may store the equipment at Customer's expense and risk and, if necessary, reschedule for delivery, may charge therefor at a rate similar to that charged by a public warehouse. Any such storage be deemed delivery for the purpose of this agreement.
7. This agreement shall be construed under the laws of the State of Iowa and the United States of America. The courts of such state shall have exclusive jurisdiction over all commercial matters arising out of or in connection with this agreement. It is understood, however, that in any portion of this agreement is prohibited or contrary to the laws of any County, State, Province or other political subdivision which is used or intended to be used, applicable, it shall, as to said County, State, Province or other political subdivision be ineffective and void to the extent of such prohibition or illegality without invalidating any of its remaining provisions, and to the end the provisions and purposes of this agreement are declared to be severable.
8. Any laws or court orders imposed by the laws of any County, Province, State, Territory, Province, Municipality or other authority, which Dealer may be required to pay or to contribute to others by reason of them, manufacturer, ownership, use or sale of any goods delivered under this agreement, will be added to the price of the goods unless as a separate item is included in the invoice price of the goods, as the law may require or Dealer may determine.
9. This agreement is not subject to cancellation or to change without the written consent of the Customer and accepted in writing by the Dealer. In the event of any such cancellation, the Customer shall pay the Dealer within 30 days of such cancellation reasonable costs and all other expense incurred by Dealer prior to receipt of the goods or cancellation (including but not limited to engineering expenses and all commitments to the supplier, subcontractors, and vendors) plus an amount equal to fifteen percent (15%) of the total of the purchase price.
10. Any payments agreed to by the Customer and not funded by the Customer on the date promised, shall be subject to a late payment penalty of 1.5% interest per month (18% per year). The interest penalty shall be \$1.00 per month. This charge will continue until the amount and interest are paid in full.
11. Purchaser is hereby notified that Altorfer Inc. has assigned to J.P. Morgan Property Exchange Inc. (JPE) its ownership of a Qualified Interests, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations with respect to the sale of this equipment, "Personal" must be made in "CASH" on CD for above "Cash" and related to above terms, P.O. Box 1347, Cedar Rapids, IA 52402.
12. **REMEDIES:** The rights and remedies of the Dealer shall not be exclusive but shall be cumulative and in addition to any other rights and remedies provided by any and all states of this Purchase Order and to all other rights and remedies in law or equity.
13. **ALTORFER IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY OR DAMAGES OF ANY NATURE, PERSONAL OR PROPERTY, (SUFFERED OR CAUSED) BY THE OPERATION OF THE EQUIPMENT OR RESULTING FROM FAILURE OR INADEQUACY OF THE EQUIPMENT OR ITS COMPONENTS, AND THAT ALTORFER SHALL NOT BE DEEMED OR HELD LIABLE, BE LIABLE OR ACCOUNTABLE UPON OR UNDER ANY WARRANTY OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FOR REASON OF THE SUPERSEDES OF SUBPARAGRAPH 10 OF THIS AGREEMENT.**
14. Any action of any type by any party to this Agreement relating to this Agreement, whether such action be for breach of contract, breach of warranty, or tort or under any other legal theory, must be commenced within two (2) years of accrual of the date of action.
15. Customer agrees that this agreement shall be filed as public notice of a lien in favor of Altorfer Inc. This filing will be made with the county agency as designated by law. Customer affirms that this agreement creates a lien in favor of Altorfer Inc.
16. **EFFECTIVE DATE OF AGREEMENT:** This agreement must be approved and signed by an authorized officer/agent of Altorfer before any of its terms or conditions are void.

IN REF. ORDER NO 9 Order to Establish an Emergency Fund dated December, 2003

Order to Establish an Emergency Fund
Adair County Commission

Whereas, the County sold approximately 60 acres of farmland to the Adair County Agricultural and Mechanical Society of Kirksville, Missouri, for the sum of \$210,000; and

Whereas, the money was received in March of 2003 and placed in a Rainy Day account of the General Revenue Fund; and

Whereas, this Commission believes that it is important for the safe proceeds of \$210,000 to be placed in a separate fund to emphasize that such funds are not to be used for ordinary expenses and are to be preserved for future use in the case of a financial emergency;

Now, Therefore, It is Hereby Ordered that a new Financial Emergency Fund be established and that the \$210,000 received from the sale of farmland in 2003 be transferred from the General Revenue Fund to the new Financial Emergency Fund; and

It is Further Ordered that no expenditures be made from the Financial Emergency Fund unless the County Commission decides at a future time that the County is faced with a financial emergency that cannot be resolved without the use of the Financial Emergency Fund.

Adopted and Approved this 30th day of December, 2003, by a unanimous vote of the Commissioners:

Cary W. Jones, Presiding Commissioner

 Ray Kingfisher, First District Commissioner

 Sid Osborn, Second District Commissioner

Attest:

Jon Cook, County Clerk

IN REF. ORDER NO 10 Adair County Sheriff Fees for March, 2016

ATTEST: County Clerk Presiding Commissioner