

RESOLUTION NO. 2017- 02

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS EQUIPMENT  
TO THE TOWN OF JAMESTOWN

WHEREAS, Indiana Code §5-22-22-10 and §36-1-11-8 both authorize a transfer or exchange of property between governmental entities upon terms and conditions agreed upon by the entities. These code sections further provide that the transfer may be made for any amount of property or cash as agreed upon by the governmental entities; and

WHEREAS, the Town of Advance desires to sell to the Town of Jamestown several pieces of equipment and vehicles which have been declared surplus by the Town of Advance.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Advance that:

1. The Town of Advance hereby desires to sell to the Town of Jamestown the following described property:

- 1996 Case 580L Tractor Loader Backhoe with cab standard hoe, standard bucket with 24" bucket, 2WD, with 2,745 hours
- Power Tek trailered wood chipper with Kohler electric start gas engine with 57.1 hours
- 2006 Ford F550 XLT Super Duty truck with service bed and hydraulic bucket, power stroke V8 diesel turbo VIN #1FDAF56P36ED27410
- 2005 Chevy 3500 truck with hydraulic steel dump bed body, Duramax diesel, Allison automatic, 4WD, 54867 miles VIN #1GBJK34D76E195348
- 2014 Ford F350 Super Duty XLT 4WD with Truck Craft service bed, 33,585 miles, VIN #1FTRF3B65EB36238
- Hiniker front truck blade, electric controls and brackets, V or straight blade, lights, like new
- Ridgid-Kullman See Snake Sewer Camera, Serial No. 62-003203
- Stihl MS660 Chainsaw, Serial No. 11226640510AZ
- Stihl 025 Chainsaw, Serial No. 11320210800PA66/GF30K

- Stihl 025 Chainsaw, Serial No. 11230210800
- Stihl TS750, Serial No. N/A
- Homelite 3" Trash Pump, Serial No. HB1940065
- High voltage insulating line hoses
- High voltage insulating blankets
- Hot line jumpers and yellow grounds

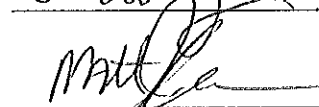
2. The total purchase price for the above-described property shall be \$92,500 to be paid by check at the time of delivery of said property from the Town of Advance to the Town of Jamestown.

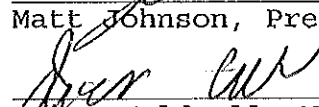
3. The sale shall be completed on February 14, 2017. Title to and possession of the property referred to hereinabove shall pass to the Town of Jamestown on that date.

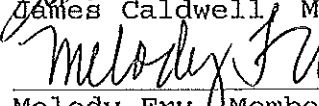
4. At the time of closing, all property agreed to be sold hereunder shall be delivered to the Town of Jamestown in the same condition as at February 7, 2017, when the Town of Jamestown adopted a substantially identical Resolution indicating an intent to purchase such property. Provided, however, that if at the time of closing the property to be sold hereunder shall have suffered loss or damage to an extent that substantially affects the value of the property to be sold hereunder, the Town of Jamestown shall have the right at its election to complete the purchase, in which event it shall be entitled to all insurance proceeds correctable by reason of such loss or damage, or, if it does not so elect, it shall have the right, which shall be in lieu of any other right or remedy whatsoever, to cancel the sale.

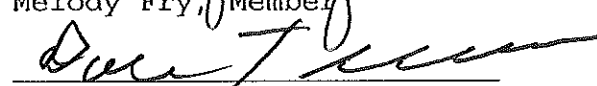
5. The Town of Jamestown has been afforded full opportunity to examine the property to be purchased by it hereunder and no representations or warranties whatever with respect thereto are made by the Town of Advance.


Considered and passed by the Town Council of the Town of Advance, Indiana, this 13 day of February, 2017.

  
Matt Johnson, President

  
James Caldwell, Member

  
Melody Fry, Member

  
Dale Thompson, Member

Attest:   
Shari Johnson  
Clerk/Treasurer