

Road and Bridge Committee
***** Special Meeting *****
Woodford County Highway Department – Roanoke, IL
Tuesday, February 21, 2022
AGENDA
8:00 AM

1. Call meeting to order.....Dan Steffen, Vice-Chairman
2. Roll Call.
3. Public comment.
4. New Business:
 - (a) Discuss and act on Snow Plow Truck purchase.
5. Other:
6. Executive Session.
7. Action coming out of Executive Session.
8. Motion to Adjourn.

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**Woodford County
Highway Department**

Memo

To: Chairman Steffen and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: February 16, 2023
Re: February 2023 Agenda Item 4(a) Snow Plow Truck Price Change

Background:

At the April 2022 Road & Bridge Committee Meeting, the Committee approved the purchase of a new Kenworth T-480 snow plow truck with wing from Central Illinois Trucks (CIT) based on the Department's membership in Sourcewell. In addition, the Department paid a \$3,000 deposit at the time to reserve a build slot at the factory. At the time, the estimated build date slot for the new truck was 2Q 2023.

The total outright cost of the new truck was \$263,626.00 based on a 2Q build slot.

The trade-in value offered at the time was \$25,000.00 for Truck 200

Update:

In January 2023, CIT informed the department that the county did not get a 2Q 2023 build slot but did get a 3Q 2023 build slot, and there is a price adjustment.

The new total outright cost for the new truck is \$272,544.00.

The trade-in value for the county's existing truck #200 is projected at \$25,000. CIT is reserving the right to revisit the trade allowance within 90 days of delivery.

In addition, CIT requires an additional deposit of \$2,000.00 in addition to the initial deposit of \$3,000.00 that was paid in 2022. The deposit is applied toward purchase price.

The net effect is an increase of \$8,918.00 for the new truck.

Other:

The county has recently sold existing equipment on auction-style bidding with better than expected results. In order to potentially make up the difference in the price increase, it may be beneficial for the County to sell Truck #200 versus taking the trade-in value, and potentially having the trade-in decrease.

Budget Impact:

The delays and subsequent revised build slot result in a revised purchase price of \$272,544.00 (a net increase of \$8,918.00) for the new snow plow truck. The County FY 2023 budget contains an annual equipment appropriation plus an equipment reserve, the total between the two line items for FY 2023 is approximately \$310,000.

Proceeds from the sale of Truck #200 would be put back in to the County Highway budget in the equipment reserve line.

OFFER TO PURCHASE



Date: 01/10/2023
 Deal: 17616
 Branch: 104
 Department: New Sales
 Salesperson: Ryan Duncheon

Customer: Woodford County Highway Department PO Box 467 301 S. Main Street Roanoke, IL 61561	Dealer: CIT Trucks, LLC. - Morton 305 W. Northtown Rd. Suite A Normal, IL 61761
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+SOLD UNITS(s)

	Year: 2024	Price: \$158,572.00
Make: Kenworth	Model: T480	

<u>ADDITIONAL UNIT CHARGES</u>		
Warranty - New KW Medium Duty	Price:	\$3,953.00
<u>ADDITIONAL UNIT CHARGES</u>		
License Plate Fees	Price:	\$8.00
<u>ADDITIONAL UNIT CHARGES</u>		
Document Fee	Price:	\$195.00
<u>ADDITIONAL UNIT CHARGES</u>		
Title Fee	Price:	\$155.00
<u>ADDITIONAL UNIT CHARGES</u>		
Truck Body	Price:	\$109,661.00
	Unit Price:	\$272,544.00
	Subtotal:	\$272,544.00
	Difference:	\$272,544.00
		\$0.00
		\$0.00
		\$0.00
	Net:	\$272,544.00

Balance Due: \$272,544.00

1. Pricing Is For A 3Q 2023 Build Slot
2. Projected Trade Allowance For Unit #200 - \$25,000 (Will Revisit Trade Allowance 90 Days Prior to Firm Build Date)
3. \$5,000 Deposit Required To Secure This Build Slot

Terms and conditions of this offer are set forth at www.cittrucks.com/terms which are incorporated herein by this reference. Purchaser agrees to all terms and conditions in this agreement.

 General Manager Printed Name

(X) _____
 Purchaser Printed Name

 General Manager Signature

(X) _____
 Purchaser Signature

Purchase Order Terms and Conditions

These Terms and Conditions are applicable to, and incorporated into, all purchase orders, offers to purchase, or sales contracts (each an "Order" and collectively, "Orders") pertaining to the purchase of new vehicles, used vehicles, parts, and/or services from CIT Trucks, LLC ("CIT"). By purchasing a new vehicle, used vehicle, part or service from CIT under any Order, you agree to these terms.

1. **GENERAL:** ANY AND ALL ADDITIONAL, DIFFERENT OR CONFLICTING TERMS OR CONDITIONS SET FORTH IN ANY ORDER OR OTHER COMMUNICATION FROM CUSTOMER ARE OBJECTED TO BY CIT AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN A WRITING SIGNED BY A CORPORATE OFFICER OF CIT. None of the terms and conditions contained in any Order or in these Terms and Conditions may be added to, modified, superseded or otherwise altered except by a written instrument signed by a corporate officer of CIT and by Customer.

2. **DISCLAIMER OF WARRANTIES ON VEHICLES AND PARTS:** ALL VEHICLES AND PARTS SOLD BY CIT ARE SOLD "AS IS, WHERE IS. CIT MAKES NO WARRANTIES WHATSOEVER IN REGARD TO NEW OR USED VEHICLES AND PARTS SOLD BY CIT TO ANY CUSTOMER. TO THE FULLEST EXTENT PERMITTED BY LAW, CIT DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE WARRANTIES ARISING OUT OF PERFORMANCE OR COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY NEW OR USED VEHICLE OR PART SOLD BY CIT TO ANY CUSTOMER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

In the event that the manufacturer of a new vehicle or part provides a manufacturer's or "factory" warranty that is applicable to Customer by reason of Customer's purchase of such new vehicle or part, Customer hereby acknowledges that CIT has not in any manner adopted or assumed such manufacturer's warranty (including, without limitation, by performing warranty work under any manufacturer's warranty), and Customer acknowledges, represents, and warrants that it shall look solely to the manufacturer to perform or satisfy any obligation under any manufacturer's warranty. For the avoidance of doubt, Customer acknowledges that no manufacturer's warranty will pertain to the purchase of any used vehicle sold by CIT pursuant to any Order.

3. **LIMITED WARRANTY ON SERVICE WORK:** CIT shall perform any service work described in an Order ("Service Work") in a reasonable manner, provided, however, CIT makes no warranty or guarantee of any particular result. Customer shall notify CIT of any claim that CIT did not reasonably perform the Service Work within ten (10) days after the discovery of same, and in no event later than thirty (30) days after the performance of the Service Work. Within a reasonable time after notice from Customer, CIT, at its sole option, shall either correct the Service Work which was not reasonably performed, or refund the portion of any purchase price paid by Customer to CIT relative to the portion of the Service Work that was not reasonably performed. These remedies shall be Customer's exclusive remedies for any breach of the limited warranty set forth herein by CIT. CIT shall not be responsible for correcting or refunding any amount relating to any condition not caused by CIT's failure to reasonably perform the Service Work in a reasonable manner, including, without limitation: (i) any condition which reasonably could have been prevented or minimized by Customer, (ii) any condition constituting normal wear and tear; (iii) any condition caused by acts of God; (iii) any condition caused by any person or entity other than CIT; and (iv) any condition caused by abuse or misuse.

TO THE FULLEST EXTENT PERMITTED BY LAW, CIT DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, INFRINGEMENT, AND THOSE WARRANTIES ARISING OUT OF PERFORMANCE OR COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE SERVICE WORK. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

4. **LIMITATIONS OF LIABILITY:** CIT WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF CIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY ANY THIRD PARTY. THE CUSTOMER AGREES THAT LOST USE, LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND RESULTING FROM LOST USE OF THE VEHICLE OR PART PURCHASED FROM, OR SERVICED BY, CIT SHALL NOT BE CONSIDERED ACTUAL DAMAGES, AND WILL BE SUBJECT TO THIS LIMITATION OF LIABILITY CLAUSE AS CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL CIT'S TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM ANY PARTICULAR ORDER EXCEED THE PRICE PAID BY CUSTOMER PURSUANT TO SUCH ORDER. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND APPLY EVEN IF THE ALLEGED BREACH OR DEFAULT RELATES TO A FUNDAMENTAL CONDITION OR TERM. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. **PAYMENT; TRADE-INS:** Customer shall pay CIT in accordance with the terms set forth in the Order. Unless otherwise specified in the Order or in an applicable Credit Agreement executed by both Customer and CIT, all amounts payable by Customer to CIT pursuant to an Order shall be paid in full, in cash, at the time of delivery of the relevant vehicle, part, or Service Work. For Service Work, Customer shall be charged at CIT's current standard rates for same. Customer agrees to deliver to CIT satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration or payment for the Order. Customer warrants any such used motor vehicle to be Customer's sole and exclusive property, free and clear of all liens and encumbrances except as otherwise noted in the Order. If Customer fails to make any payment to CIT pursuant to any Order, these Terms and Conditions, any Credit Agreement, or any other instrument, (collectively, "Indebtedness") when due, then interest shall accrue on the Indebtedness at the rate of one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is less, from the date on which the Indebtedness first became due until payment of same is made to CIT by Customer. CIT reserves the right to withhold possession of, and/or title to, any vehicle or part sold to Customer until the relevant Order is paid in full; and further reserves the right to withhold possession of an item as to which CIT has performed Service Work until the relevant Order is paid in full (all further subject to Section 11 of these Terms and Conditions).

6. **CHANGES IN PRICING PRIOR TO DELIVERY; CANCELANON:** All Orders accepted by CIT are final and may not be canceled by the Customer under any circumstances, except as otherwise provided by law or agreed to in writing by CIT. CIT bases its prices for new vehicles and parts on the pricing then available from the manufacturer of the vehicle or part. If, at any time prior to delivery of the vehicle or part to the Customer, the manufacturer increases or adjusts the price of the vehicle or part to CIT, including but not limited to by way of any add-on, surcharge, or fee reflected on the manufacturer's invoice, CIT reserves the right, in its sole discretion, to adjust the Customer's price by a corresponding amount, for which the Customer will be responsible for paying at the time of delivery unless the Order is canceled pursuant to this Section 6. In the event the price of any new vehicle or part is increased or adjusted by CIT pursuant to this Section 6 prior to delivery of the vehicle to the Customer, the Customer has the right to cancel the Order and receive a full refund of any monies already paid to CIT in connection with the Order. In the event that an Order is canceled pursuant to this Section 6, and the Customer has traded in a vehicle to CIT as part of the Order, the Customer will be entitled to a return of the trade-in vehicle or, if CIT is no longer in possession of the trade-in vehicle, then payment of the monetary equivalent of the trade-in as reflected on the Order.

7. **SECURITY:** Notwithstanding and without waiving any other right accruing to CIT, Customer hereby grants CIT a security interest in all vehicles and parts purchased from CIT pursuant to an Order, together with any replacements, additions or accessories thereto or the proceeds from the sale thereof (collectively, the "Collateral") to secure the amounts due CIT under all of Customer's unpaid Orders, any expenses and costs described in Section 11 of these Terms and Conditions, and all other liabilities, debts and duties of Customer to CIT now existing or hereinafter incurred, including any renewals or extensions thereof and substitutions therefor. CIT hereby appoints Customer or Customer's attorney-in-fact to execute any and all documents and instruments, to file this Order or other documents as a financing statement and to take all other actions to perfect the security interest granted by Customer herein or to preserve and protect the Collateral. Customer shall also, when requested by CIT, promptly execute and deliver to CIT all other documents and instruments and take all actions to more fully evidence, protect, assure or to enforce the security interest granted by Customer to CIT as described herein. In addition to all other rights and remedies CIT may have, upon a default of Customer of any obligations or duties to CIT, CIT, by written notice to Customer, may require Customer to assemble the Collateral and deliver the Collateral to CIT at a place designated by CIT. CIT shall give Customer reasonable notice of the time and place of any public sale of the Collateral or the time after which any private sale or other disposition of the Collateral is to be made. The requirement of reasonable notice shall be met if such notice is provided at least ten (10) days before the time of the sale or disposition.

8. **INDEMNITY:** Customer shall defend, indemnify, and hold harmless CIT, its agents, representatives, and employees from and against, claims, liabilities, causes of action, costs and expenses, including but not limited to reasonable attorneys' fees and experts' fees, arising out of the use, operation, or maintenance of the Vehicle; any encumbrances against the Collateral; any violation of any applicable federal, state or local laws, statutes, ordinances or regulations by Customer, any environmental condition with respect to the Collateral; and any negligence or fault of Customer, Customer's agents, representatives or employees, or any person or entity for whose acts Customer is responsible; all regardless of whether such claims, liabilities, causes of action, costs and expenses were in part caused by the fault or negligence of CIT or CIT's agents, representatives or employee, except as

prohibited by law. The indemnity obligations of Customer shall survive payment of all Orders by Customer. The indemnity obligations of Customer hereunder shall not be limited by any limitation on amount or type of damages, compensation or benefit payable by Customer or anyone directly or indirectly employed by Customer, or any person or entity for whose acts Customer may be liable, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **TAXES:** Unless otherwise agreed to in a writing signed by Customer and CIT, Customer shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by all applicable federal, state, and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increase in such taxes taking effect after the date of this Order.

10. **FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE:** CIT shall not be liable for failure to deliver any vehicle or part, or delay in performance of any Service Work, where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence or willful malfeasance of CIT. CIT reserves the right to cancel any Order or sale at any time prior to delivery of the vehicle without liability, upon a return of any deposit or trade in to the customer. Further, CIT will not have any liability for any loss caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, including but not limited to product shortages or allocation limitations or reductions by the manufacturer, acts of government, third party tortious or criminal activity, or any other cause beyond the reasonable control of CIT.

11. **NOTICES:** It shall be a condition precedent to any liability of CIT, whether in contract, tort, or otherwise, arising out of any Order or any other dealings between the parties, that Customer provide written notice to CIT of any claim, controversy, or alleged breach of such Order in the time provided herein, and that Customer provide CIT with a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy, or alleged breach of such Order. Notwithstanding the foregoing, Purchaser must provide CIT with notice of any claim, controversy, or alleged breach of this Order, no later than twelve (12) months after Customer's discovery or the accrual of the same, whichever occurs first.

It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims, or causes of action not specifically pled within the twelve (12) month period after Customer's discovery or the accrual of the same, whichever occurs first.

Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) upon delivery if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the applicable Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company to the address indicated on the applicable order.

12. **EXPENSES AND COSTS:** If Customer fails to collect any vehicle or part ordered from CIT, or fails to remove from CIT's facilities any item on which CIT performed Service Work, or if CIT exercises its right to withhold possession of the foregoing pending payment in full of any Order, then CIT may, at its option and without prior notice, charge Customer a reasonable fee for storage of such item. Should CIT be required to institute any action to enforce any of its rights set forth in any Order, then CIT shall be entitled to reimbursement from Customer for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by CIT in connection with such action. In the event Customer institutes any action against CIT and in the further event that CIT prevails in such action, Customer shall pay CIT the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by CIT in connection with such action.

13. **MISCELLANEOUS:** Customer agrees that upon delivery to Customer of any vehicle or part ordered from CIT, Customer will execute all ancillary and attendant documents reasonably requested by CIT, to effectuate transfer of title and risk of loss of such vehicle or part. Customer acknowledges and agrees that Customer has had an adequate opportunity to review and propose revisions to these Terms and Conditions, and these Terms and Conditions shall not be construed against or in favor of Customer or CIT. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against CIT unless in writing signed by a corporate officer or authorized manager of CIT. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any provision in the Order, including these Terms and Conditions, is determined to be invalid or unenforceable as a matter of law, such term or condition will be limited only to the extent necessary to make it valid or enforceable, and all other terms and conditions will remain in full force and effect.

The Order, including these Terms and Conditions, is deemed to have been entered in to in Illinois, and will be governed by the laws of the state of Illinois, without giving effect to the choice of laws provisions thereof. Any and all litigation under or with respect to the Order or these Terms and Conditions must exclusively be filed in the Illinois State Court located in McLean County, Illinois, or the Federal District Court for the Central District of Illinois located in Peoria County, Illinois. CIT's remedies expressly provided for in these Terms and Conditions will be in addition to any other remedies that CIT may have under applicable law. **YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING FROM OR RELATED TO YOUR ORDER. YOU ALSO AGREE THAT ANY CLAIM YOU BRING AGAINST CIT MUST BE ASSERTED ON AN INDIVIDUAL BASIS, AND YOU WAIVE ANY RIGHTS YOU WOULD HAVE TO BRING AN ACTION AGAINST CIT AS PART OF A CLASS OF PLAINTIFFS, OR AS THE REPRESENTATIVE OF A CLASS, IN ANY FORUM IN RELATION TO ANY DISPUTE WITH CIT.**

Customer may not assign this Order to any third party without prior written consent of CIT. These terms and conditions are for the exclusive benefit of CIT and Customer and no other person will have rights hereunder.

The Order and these Terms and Conditions collectively constitute the entire agreement between CIT and Customer relating to the subject matter of the Order, and there are no agreements, understandings, restrictions, warranties or representations between CIT and Customer other than those set forth herein. Furthermore, CUSTOMER HEREBY ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THE ORDER AND IN THESE TERMS AND CONDITIONS, NEITHER CIT NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION, OR PROMISE RELATING TO THE SUBJECT MATTER OF THE ORDER ON WHICH CUSTOMER HAS RELIED.

THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ THE FORGOING TERMS AND CONDITIONS AND AGREE TO THEM:

Customer Name:
Woodford County Highway Dept

Deal No.: 17616

Customer Signature:
(X)

Date:
(X)