

RESOLUTION NO. 2012-07

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY

WHEREAS, Town Administration, the office of the Clerk-Treasurer and the office of the Nashville Town Marshal have for several years outgrown the space limitations imposed by the current Town Hall Building; and

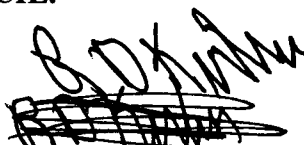
WHEREAS, the property heretofore known as the "CHRISTOLE" building has been offered for sale, which building is adequate to meet the current and future space needs of the Town; and


WHEREAS, the Town has secured two disinterested appraisers who have furnished appraisals of the building, the average of which is equal to or greater than the purchase price.

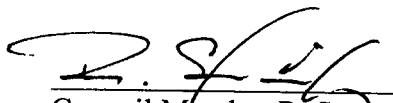
IT IS THEREFORE RESOLVED, by the Town Council that the Town Administration and the Clerk-Treasurer take all steps necessary for financing and purchase of the property known as the "CHRISTOLE" building located at 200 Hawthorne Drive, Nashville, IN 47448.

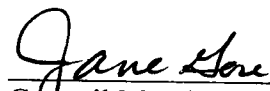
IT IS SO RESOLVED ON THIS 16TH DAY OF AUGUST, 2012, BY THE AUTHORITY OF THE NASHVILLE TOWN COUNCIL.

Prepared by:
James T. Roberts
Attorney for the
Town of Nashville


~~_____~~
Council President Robert Kirlin ☒ yea ☐ nay ☐ abstain

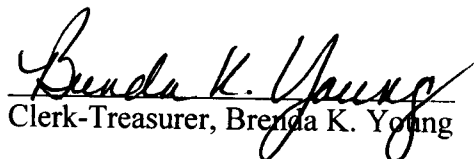

_____ ☒ yea ☐ nay ☐ abstain
Council Vice-President Charles B. King


_____ ☒ yea ☐ nay ☐ abstain
Council Member R. Sean Cassidy


_____ ☒ yea ☐ nay ☐ abstain
Council Member Jane Gore

ATTEST:

_____ ☐ yea ☐ nay ☐ abstain
Council Member Arthur Omberg


Clerk-Treasurer, Brenda K. Young

The Peoples State Bank
601 E. Temperance St.
Ellettsville, IN 47429

.....

The Peoples State Bank

July 25, 2012

Town of Nashville
Attn: Brenda K. Young, Clerk-Treasurer
200 Commercial Drive
Nashville, Indiana 47448

Dear Ms. Young:

This letter is in response to your public notice requesting bids for a loan for the purchase of 200 Hawthorne Drive in Nashville IN to be used as a municipal building. The general terms and conditions of The Peoples State Bank bid are as follows:

Loan Amount: up to \$275,000.00.

Maturity Date: up to 20 years with an amortization of up to 20 years.

Interest Rate: The Loan shall bear interest (calculated on the basis of the actual number of days elapsed in a year of 360 days) from the date of closing and for the first five (5) years of the loan at a fixed interest rate of three and three eights percent (3.375%). At each five year anniversary date of the loan, the interest rate shall be adjusted to a rate equal to the then five-year U.S. Treasury Rate adjusted to a constant maturity as published in the Federal Reserve Statistical Release H.15 rounded up to the nearest one eighth of one percent (.125%), plus three percent (3.0%). References to the five-year U.S. Treasury Rate may be found at the following website: <http://www.federalreserve.gov/releases/h15/update/>. In no event, however, shall the interest rate be less than the initial rate. The indicated loan interest rate is a tax exempt interest rate. As such, the interest rate quoted herein is conditioned upon The Peoples State Bank receiving confirmation from the Town of Nashville legal counsel that the loan qualifies for tax exempt financing. If the loan is deemed not to be tax exempt, the interest rate on the loan will be a taxable interest rate. The initial taxable interest rate is currently 5.0% for the initial five year term. The subsequent rate adjustments every five years (if the loan is not tax exempt) would be the same as described above based on the then five-year U.S. Treasury Rate plus three (3.0%) percent at each five year interest rate adjustment. In any event, the maximum interest rate during the term of the loan will be 10.0%.

Repayment: At the option of the Town of Nashville, the loan shall be repaid in either monthly or semiannual payments based on an amortization period of up to 20 years.

Security: The loan will be secured a pledge of revenues from the EDIT fund of the Town of Nashville. In addition, the loan will be secured by a first mortgage on the property being purchased at 200 Hawthorne Drive in Nashville, IN.

Fees: The loan will carry an underwriting fee of \$400.00.

Other Fees: Any other fees associated with the closing of this transaction including, but not limited to, title insurance, legal fees and recording fees shall be paid by the Town of Nashville.

Other: Documentation & financial reporting satisfactory to The Peoples State Bank including, but not limited to, written confirmation from counsel for the Town of Nashville that

.....

July 25, 2012

Page 2

the EDIT fund is assignable to The Peoples State Bank and is a valid and ongoing source of revenues available for repayment of the proposed loan.

STATEMENT OF NON COLLUSION: The Peoples State Bank hereby attests that no collusion exists between us and any other person relative to such bid.

We appreciate the opportunity to participate with the community on this request. If you should need any additional information, or if you have any questions regarding this bid, please feel free to call me at your convenience.

Respectfully,
The Peoples State Bank

Joe Peters

Digitally signed by Joe Peters
DN: cn=Joe Peters, o=The
Peoples State Bank,
email=joe.peters@peoples-
bank.com, c=US
Date: 2012.07.25 15:06:50 -04'00'

BY: Joseph A. Peters
Sr. Vice President
The Peoples State Bank
812-325-3035



NON-COLLUSION STATEMENT
State Form 47167 (R2 / 6-99)

STATE OF: Indiana
COUNTY OF: Monroe } SS:

Peoples State Bank

NAME OF COMPANY

525 Clarizz Blvd Bloomington, IN 47401

STREET, CITY AND ZIP

DEPOSES AND SAYS UPON HIS (OR HER) OATH THAT:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is therepresentative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

I swear or affirm that the information I have entered on this form is correct. I understand that making a false statement on this form may constitute the crime of perjury.

Randy Goodman VP
SIGNATURE

July 24, 2012
DATE

Randy Goodman Vice President
PRINTED/TYPED NAME

JAMES T. ROBERTS

PROFESSIONAL CORPORATION



James T. Roberts
Attorney at Law

57 North Jefferson Street
Post Office Box 26
Nashville, IN 47448
Telephone (812) 988-6671
Fax (812) 988-1842
email jtresq@sbcglobal.net

August 9, 2012

Joseph A. Peters
Sr. Vice President
The Peoples State Bank
601 E. Temperance St.
Ellettsville, IN 47429

RE: Town of Nashville/Building Loan

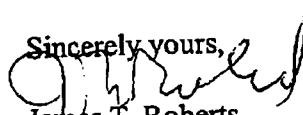
Dear Mr. Peters:

This letter is to confirm that the Town of Nashville's EDIT (Economic Development Income Tax) Fund is a valid and ongoing source of revenue available for the repayment of the loan proposed in your July 25, 2012 letter, and that the fund is assignable as additional security for the loan.

I have reviewed the recent history of the EDIT Fund and its distribution to the Town has been consistent with distributions to the Town in monthly amounts between \$3,500.00 and \$4,000.00.

If there is anything further that bank requires from my office do not hesitate to call.

Sincerely yours,


James T. Roberts
Attorney at Law

JTR: skh

cc: Brenda Young, Town Treasurer
Robert Kirlin, President Town Council