

MEMO

To: Carroll County Board of Supervisors
From: R. Cellell Dalton
Date: 10/10/19
Subject: Hillsville Fire Department

Approval is requested to order a Fire Truck for Hillsville Fire Department as a replacement of the Fire Truck that was wrecked.



**FAMILY OWNED
SINCE 1890**

**PREPAYMENT DISCOUNTS
FOR
Hillsville, VA**

Current Bid Price **\$459,230.79**
With the performance bond

Option 1 25%	For a prepayment in the amount of \$114,807.70 the discount would be \$2,296.15 for a total selling price of . . . \$456,934.64
Option 2 40%	For a prepayment in the amount of \$150,000.00 the discount would be \$3,000.00 for a total selling price of . . . \$456,230.79
Option 3 50%	For a prepayment in the amount of \$229,615.40 the discount would be \$4,592.31 for a total selling price of . . . \$454,638.48
Option 4 75%	For a prepayment in the amount of \$344,423.09 the discount would be \$6,888.46 for a total selling price of . . . \$452,342.33
Option 5 100%	For a full prepayment, we offer a discount of \$9,184.62 for a final selling price of \$450,046.17

NOTE: For any option above, the prepayment would be due within 30 days of contract signing in order to receive the discounts listed. Any remaining balance would be due at the time of delivery.

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com



2525 West State Road 114
 Rochester, IN 46975
 (800) 700-7878
 Fax: (800) 865-8517

www.republicfirstnational.com

September 11, 2019

To: Ron Garber
 Vendor: Fire Apparatus Sales
 From: Angie Deming

 Customer: Hillsville Volunteer Fire Department

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) New Sutphen Pumper

 Unit Cost: \$ 459,230.79
 Down Payment: \$ 150,000.00
 100% Prepay Discount: \$ 9,184.62
 Net Financed: \$ 300,046.17
 Frequency of Payments: Annual

Term in Years:	<u>10</u>	<u>12</u>	<u>15</u>
Payments:	\$ 35,798.80	\$ 30,992.46	\$ 26,106.63
Factor:	0.11931	0.10329	0.08701
APR:	3.35%	3.47%	3.53%

12 & 15 Years: After the Lessee has paid the tenth payment, the Lessor or the Lessor's assigns shall set the rate of interest to be paid by the Lessee for the remaining term.

Prepay Date: Immediate
 First Lease Payment Due: September, 2020

The lease is to be executed within 14 days of the equipment purchase contract. The quote is subject to acceptance of our documentation and credit approval. Payments and rates reflect pre-application of escrow earnings and manufacturer discounts (if any); and are based upon vendor payments being made no earlier than above dates. Rates are subject to change with Treasury Bills of like-maturity prior to funding. The lease must qualify for Federal Income Tax Exempt status for the Lessor.

Sincerely,
 Republic First National Corporation

Angie Deming
 angie@rfnonline.com

SUTPHEN FIRE APPARATUS

September 11, 2019

HILLSVILLE VOL. FIRE DEPARTMENT

HILLSVILLE, VA

ATTN. CHIEF DON SPANGLER

RE: Summary of prepayment and performance bond.

The cost of the engine per the contract without the performance bond is \$457,389.23.

The cost of the performance body is \$1,841.56

The cost of the proposed engine with the performance bond included is \$459,230.79

The discount for a prepayment of \$150,000 is - 3,000.00

The final cost of the engine with the perf bond minus the discount is \$456,230.79

Your savings for making the down payment of \$150,000.00 is \$1,158.44

Prepayment discount for \$150,000.00 down is \$3,000.00

Performance bond cost is 1,841.56

Savings of 1,158.44



PURCHASE AGREEMENT

FOR

SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 10th day of September, 2019, by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the CARROLL COUNTY BOARD OF SUPERVISORS of 605 Pine Street, Hills-ville, VA 24432, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.

2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Four Hundred Fifty Seven Thousand, Three Hundred Eighty Nine Dollars and Twenty Three Cents.
(\$ 457,389.23) payable in full upon delivery.

3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at HILLSVILLE FIRE DEPARTMENT, HILLSVILLE, VA within approximately 13 to 14 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.

4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION
By _____
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____
Title _____
Date _____

PURCHASER
THE CARROLL COUNTY BOARD OF SUPERVISORS

By _____
Title _____
Date _____

By _____
Title _____
Date _____