

ORDINANCE NO. 2013- 3042

AN ORDINANCE TO AUTHORIZE THE EXPENDITURE AND DIRECT THE SAFETY SERVICE DIRECTOR TO ENTER INTO A PURCHASE AGREEMENT WITH SUTPHEN CORPORATION IN AN AMOUNT NOT TO EXCEED \$1,646,832.00 FOR THE PURCHASE OF (1) SL75 QUINT FIRE FIGHTING APPARATUS AND ONE (1) SP95 REMOUNT PLATFORM FIRE FIGHTING APPARATUS AND LOOSE FIRE EQUIPMENT AND DECLARING AN EMERGENCY.

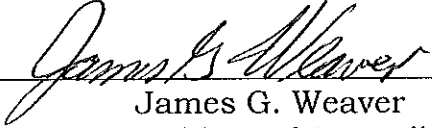
BE IT ORDAINED BY THE COUNCIL, CITY OF FREMONT, STATE OF OHIO:

SECTION 1. The Fremont City Council hereby authorizes the expenditure and directs the Safety Service Director to enter into a purchase agreement (attached as Exhibit A) with Sutphen Corporation in an amount not to exceed \$1,646,832.00 for the purchase of (1) SL75 Quint Fire Fighting Apparatus and one (1) SP95 Remount Platform Fire Fighting Apparatus and loose fire equipment.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 3. The immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to comply in a timely manner with Professional Fire Standards concerning replacement of fire equipment.


This ordinance, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this ordinance shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.

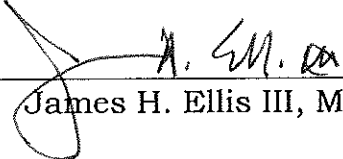

James G. Weaver
President of Council

PASSED: 6-20-13

Effective date: 6-20-13

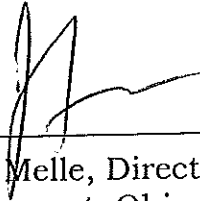
YEAS: 7 NAYS: 0


Elaine J. Huntley, City Council Clerk


James H. Ellis III, Mayor

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Approved as to form:

A handwritten signature in black ink, appearing to be 'J. Melle', written over a horizontal line.

James F. Melle, Director of Law
City of Fremont, Ohio



FAMILY OWNED
SINCE 1890

PROPOSAL

To The:
City of Fremont

Date: 6/13/13

FOR YOUR REVIEW:

We hereby propose and agree to furnish the following fire fighting apparatus upon your acceptance of this proposal:

- One (1) SL75 Quint and Loose Equipment.....\$783,994.00
- One (1) SP95 Remount Platform and Loose Equipment.....\$892,838.00
- Discount for ordering both trucks at the same time.....(\$30,000)

Total Delivered Price\$1,646,832.00

- *This price is based on the Ohio State Term Schedule #800257
- *This price includes a performance bond
- *This price is based on no down payment
- *Down payment discounts are available upon request

The truck will be manufactured completely in accordance to the following proposal and delivered approximately **9-10 months** after receiving of purchase order, subject to delays from all causes beyond our control.

Respectfully submitted by:

Andy J. Herb
Sales Representative
(800)-848-5860



PURCHASE AGREEMENT
FOR
SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this _____ day of _____ July 2013, by and between SUTPHEN CORPORATION of Amlin, Ohio, hereinafter called "SUTPHEN" and the City of Fremont 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 given to the fire chief hereto and made a part hereof.

2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of (\$ _____) payable in full upon delivery of the apparatus.

3. **COMPLETION:** The apparatus and equipment being purchased hereunder shall be available for pick-up within approximately 9-10 months after the receipt and acceptance of this agreement at Sutphen's office in Amlin, Ohio, provided that such 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. Warranties to include: 1 year Standard Vehicle, 10 year body structure, 10 year cab structure, Lifetime frame, 7 year paint, 10 year plumbing, 20 year aerial structure.

5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's plant site in Amlin, Ohio. 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 pickup 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 until pick-up and acceptance of the apparatus.

11. GENERAL: 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, Department of Administrative Services STS Contract #800257.

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 Sandusky County Court of Common Pleas, Fremont, 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
7000 Columbus-Marysville Road
PO Box 158
Amlin, Ohio 43002

By _____

Title _____

Date _____

City of Fremont

By _____

Title _____

By _____

Title _____

Date _____