

# KLICKITAT COUNTY FIRE DISTRICT 3

200 Husum Street, Husum, WA 98623

## Special Meeting

Monday May 23 2016

Minutes

The Commissioners of KCFD3 held a meeting

### To discuss and take action on the current situation of the Ambulance

- Call to order 15:36
- **Approval of agenda: Motion to approve the agenda made by Commissioner Connor, seconded by Commissioner Montag. (3 yay, 0 nay).**
- **Attendance:** Commissioner Zoller, Commissioner Connor, Commissioner Montag, (Quorum), Secretary Plumb, Chief Long, Assistant Chief Nelson, Captain Renault, Eric Bosler.

#### Discussion:

The ambulance we have (which is past the planned retirement date) has engine failure (by throwing a rod). At the last meeting the commissioners discussed the 5 options available ranging from do nothing to purchase anew vehicle. All 3 commissioners agreed that purchasing a new ambulance was the best choice in the current situation as long as it can be financed.

Establishing the final cost: \$144,785 is the cost from the dealer (including estimated 7% tax). The Gurney bar will be installed in the price. The radios will be removed from our current ambulance and fitted into the new ambulance by Braun, included in the price. Additional costs include the gurney safety latch (to be installed by Braun for approx. \$150), decals, safety striping, etc. estimated \$2,000), and UHF radio (\$500) to coordinate with Skamania County EMS, *estimated* cost \$2,500.00.

Emergency Purchase: Chief Long read the emergency purchase exemption written by Brian Snure. The exemption from competitive bidding only applies if the sealed bidding procedure would delay or prevent the district from dealing with an emergency. The term emergency is defined by the statute as "unforeseen circumstances beyond the control of the municipality that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken".

The Commissioners agreed that '(a) present a real, immediate threat to the proper performance of essential functions' applies to this situation. The district has no reserve ambulance in this end of the county, we cannot transport in the event of an ambulance failure, and we cannot address large incident needs in our community. We are licensed to transport and we cannot do that right now. Example; the White Salmon ambulance is the primary response unit for this community. If that ambulance fails or is unavailable then we have to wait for the Dallesport ambulance or Hood River. District 3's ambulance is written into the response plan as the backup ambulance for this area. Current EMS call volumes are 80% of our calls.

Financing options researched to date:

1. The State Treasurer's Office; 'Local Loan' which does not allow for paying off early. The interest rates are very low, but the funds will not be available until August.
2. First Government Lease Company; On the table were 2 options 5 year or 7 year. This is a lease to purchase agreement; the interest rate is high at 3.99%. It can be paid off early. They state they can fund the vehicle in 24 hours.
3. REV vehicles for Life; this has not been fully researched yet. It is a lease to purchase agreement but we do not have confirmed interest rates.
4. Columbia Bank; Roz has contacted them as a possible option but has not heard if they can offer help.

Cash flow analysis: Roz had supplied the Commissioners with cash flow data from 2013, 2014 and 2015. There does not appear to be a problem with financing the vehicle. The Commissioners need to decide how they would like to proceed with financing. How much to put down, how much interest will be accrued and what the payments should be.

*Discussion included the possibility of a down turn in the economy and having less revenue in future years, although there is a fair amount of new construction going on in the community. The commissioners are reluctant to diminish the \$100,000 in the municipal pool reserve. Commissioner Zoller noted that out of the options on the table the REV contract looks the most appealing as long as it can be paid off early. He would like to see the district make a payment up front and as the years move on add any available funds to paying down the principle. Tentative down payment amounts were discussed in the amount of \$34,000. This would have to come out of the municipal pool. At the end of the year we can look at what saving we may have made within the budget.*

Summary: the commissioners would like to explore using REV, paying around \$30,000 down. They would like a contract to read before any decisions are made. Moving forward the commissioners can wait for a contract and then meet again to decide the direction, or they can appoint an individual commissioner to enter into a contract on behalf of the district as long as the cost is within a limit set by the board.

Resolution for Emergency Purchase: At the business meeting on May 12 2016 the commissioners agreed in a statement declaring an emergency. This resolution 2016 – 13 authorizes an emergency purchase.

***Motion to approve resolution 2016-13 approving and emergency purchase made by commissioner Connor, seconded by commissioner Montag, (3 yay, 0 nay). Resolution signed.***

***Commissioner Zoller moved that the staff be authorized to proceed with the purchase of the Braun 2016 Demonstration model ambulance in the amount not to exceed \$145,000. To proceed in looking at financing through REV vehicles for life which has a \$400 closing fee, and for the staff and Commissioner Zoller to obtain and review a contract, and execute that contract if all is in order according to our wishes of \$150,000 with the option to pay off early. Seconded by Commissioner Connor (3 yay, 0 nay).***


Chief Long contacted the REV rep and was told it would take one to two weeks for the financing to go through. It would be a standard municipal package through Wells Fargo bank with no early pay off penalty. Captain Renault contacted the Braun rep and will send him an e-mail stating the commissioner's decision to reserve the vehicle.

***Motion to adjourn the special meeting made by Commissioner Montag, Seconded by Commissioner Connor (3yay, 0 nay).***

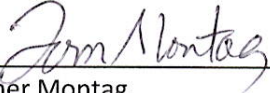
- **Meeting Adjourned 16:34.**

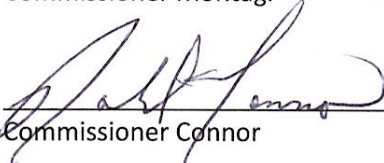
APPROVED BY:

Attest:

  
Chairman - Commissioner Zoller. 6/9/16  
(date)

\_\_\_\_\_  
District Secretary Rozalind Plumb

  
Commissioner Montag. 6/9/16  
(date)

  
Commissioner Connor 6-9-16  
(date)



## Klickitat County Fire District 3

200 Husum Street – P.O. Box 151 Husum, WA 98623

(509) 493-2996

### RESOLUTION 2016 -13

#### Resolution to authorize Emergency Purchase of an ambulance

**WHEREAS**, the 1999 Ford Ambulance owned by Klickitat County Fire Protection District 3 has failed and requires a replacement engine and transmission, and, it is not financially feasible to repair the existing ambulance, and,

**WHEREAS**, the District is licensed by the State of Washington, to operate a transport capable ambulance, which requires that transporting ambulances be maintained at certain standards, and,

**WHEREAS**, a non-running ambulance delays the transport of patients to definitive care and is an immediate threat to the public's health, and,

**WHEREAS**, the district has exhausted any options to borrow an ambulance from a local agency in order to continue to provide emergency medical services while it follows state regulations for purchasing, and,

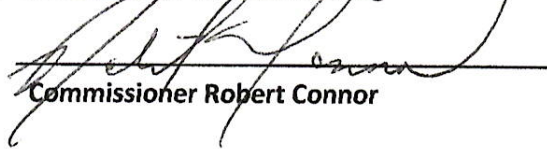
**WHEREAS**, RCW 39.04.280 provides an exemption to the public bid process in the case of an emergency;

**NOW, THEREFORE, BE IT RESOLVED**, that the fire commissioners of Klickitat County Fire Protection District 3 have declared an emergency and will immediately instruct staff to proceed with the purchase of a new ambulance that meets all state and/or federal law.

Adopted at a meeting of the Board of Commissioners of Klickitat County Fire District 3 on this **23** day of **May 2016**.

  
\_\_\_\_\_  
Commissioner Chair Mark Zoller

  
\_\_\_\_\_  
Commissioner Thomas Montag

  
\_\_\_\_\_  
Commissioner Robert Connor

Attest:   
\_\_\_\_\_  
District Secretary Rozalind Plumb

CASH FLOW DATA  
2013 through 2015

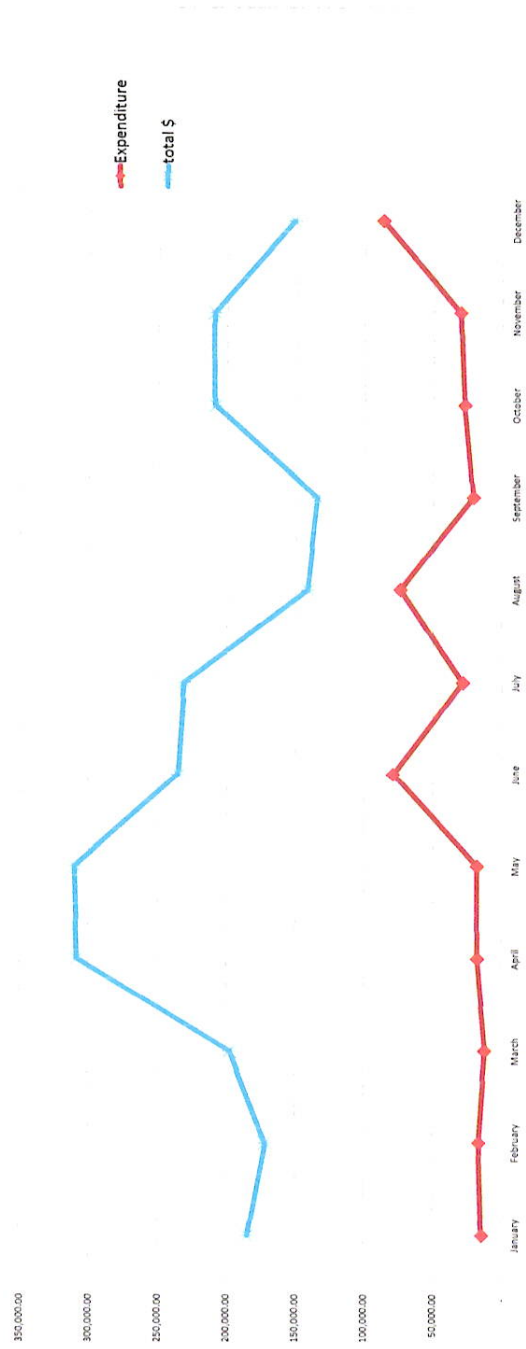
05/17/2016

	2013	January	February	March	April	May	June	July	August	September	October	November	December
Expenditure	14,272.45	16,326.41	11,857.99	17,635.94	17,584.53	78,904.34	28,504.05	74,001.16	21,262.17	27,560.06	30,350.63	86,815.37	
cash increase	6,994.58	3673.88	38,030.04	123,006.82	109,892.88	3,523.03	59,433.76	4,556.16	11,696.56	104,545.36	30,772.13	28,415.64	
ending balanc	69,241.94	56,589.41	82,761.46	193,196.88	280,440.69	120,059.38	170,649.66	81,544.09	74,402.10	148,963.78	149,385.28	90,985.55	
invested	115,000.00	115,000.00	115,000.00	115,000.00	30,000.00	115,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	
total \$	184,241.94	171,589.41	197,761.46	308,196.88	310,440.69	235,059.38	230,649.66	141,544.09	134,402.10	208,963.78	209,385.28	150,985.55	

	2014	January	February	March	April	May	June	July	August	September	October	November	December
expenditure	23,405.28	20,454.41	17,560.48	17,918.04	11,824.91	82,290.82	24,706.05	25,147.50	15,268.35	19,425.45	13,175.97	62,077.86	
cash increase	5,191.17	1,886.76	38,201.76	125,144.50	23,014.14	65,076.24	4,842.62	5,033.56	5,519.45	105,489.40	18,590.63	9,383.46	
ending balanc	72,771.44	54,203.83	74,845.11	184,966.00	193,275.80	176,061.30	156,197.80	136,083.90	126,335.10	212,399.10	217,543.70	165,119.30	
invested	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	-	-	-	-	-	
total \$	132,771.44	114,203.83	134,845.11	244,966.00	253,275.80	236,061.30	156,197.80	136,083.90	126,335.10	212,399.10	217,543.70	165,119.30	

	2015	January	February	March	April	May	June	July	August	September	October	November	December
Expenditure	17,740.15	18,614.89	14,317.22	19,477.23	16,485.61	91,221.20	33,404.35	22,332.46	27,566.02	21,536.16	16,681.82	84,425.21	
cash increase	12,921.55	15,846.31	38,351.85	161,635.87	46,512.40	5,767.44	2,428.53	32,779.37	25,304.40	129,276.63	40,044.26	4,968.74	
ending balanc	160,300.71	157,532.14	182,324.48	323,725.41	256,662.01	173,751.34	49,343.88	147,769.53	147,101.87	253,248.38	276,645.82	197,545.38	
invested	-	-	-	-	100,000.00	100,000.00	100,000.00	200,000.00	100,000.00	100,000.00	100,000.00	100,000.00	
total \$	160,300.71	157,532.14	182,324.48	323,725.41	356,662.01	273,751.34	249,343.88	247,769.53	247,101.87	353,248.38	376,645.82	297,545.38	

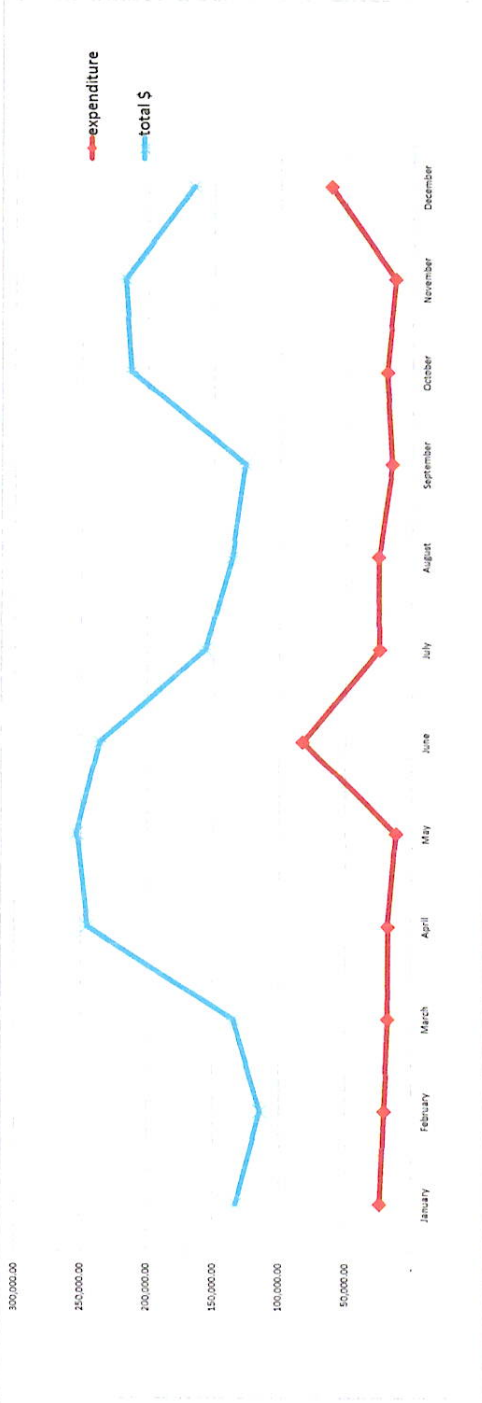
2013



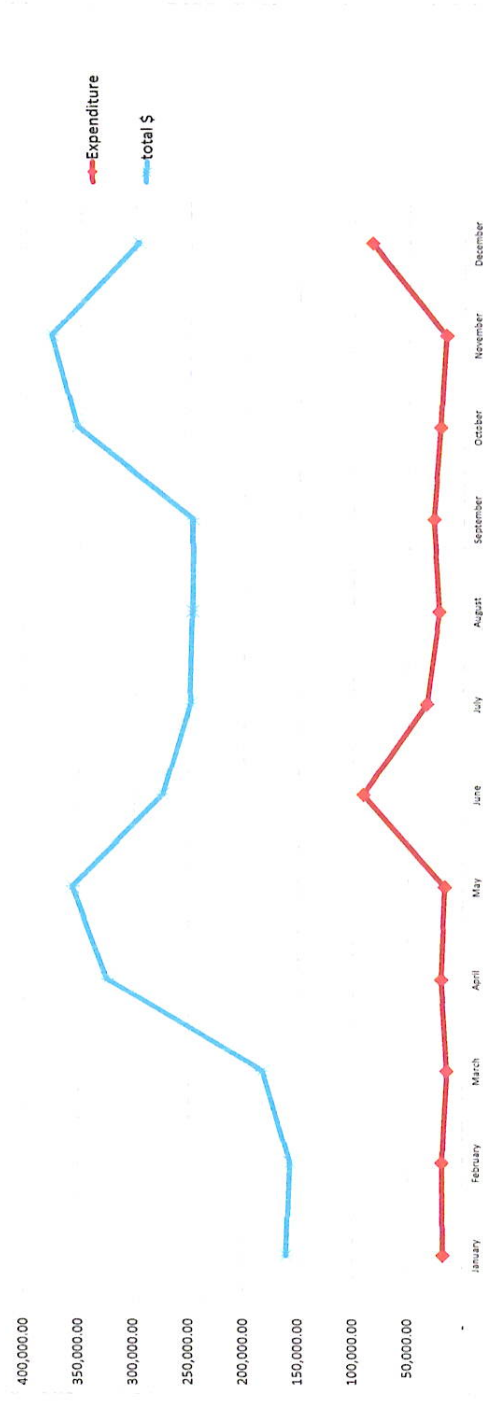
CASH FLOW DATA  
2013 through 2015

05/17/2016

2014



2015



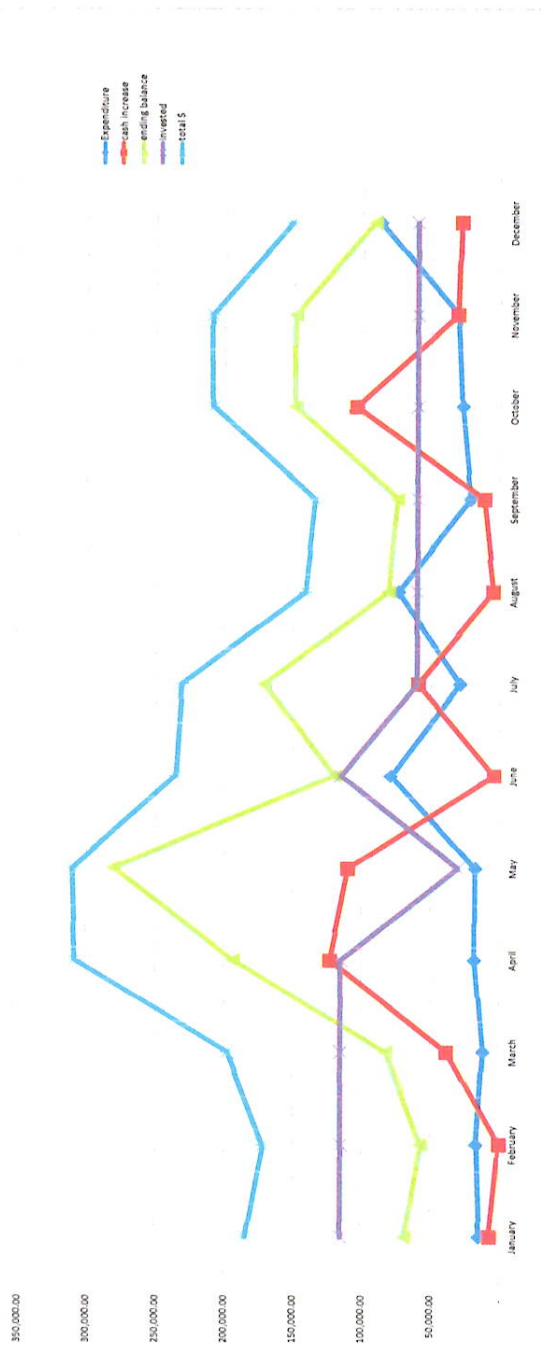
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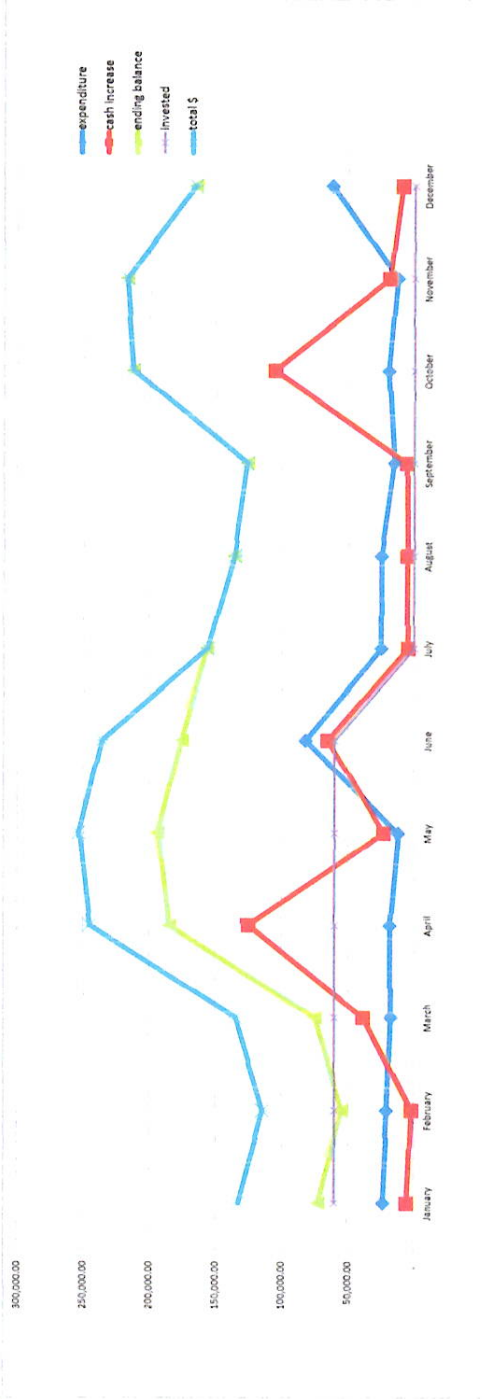
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2013

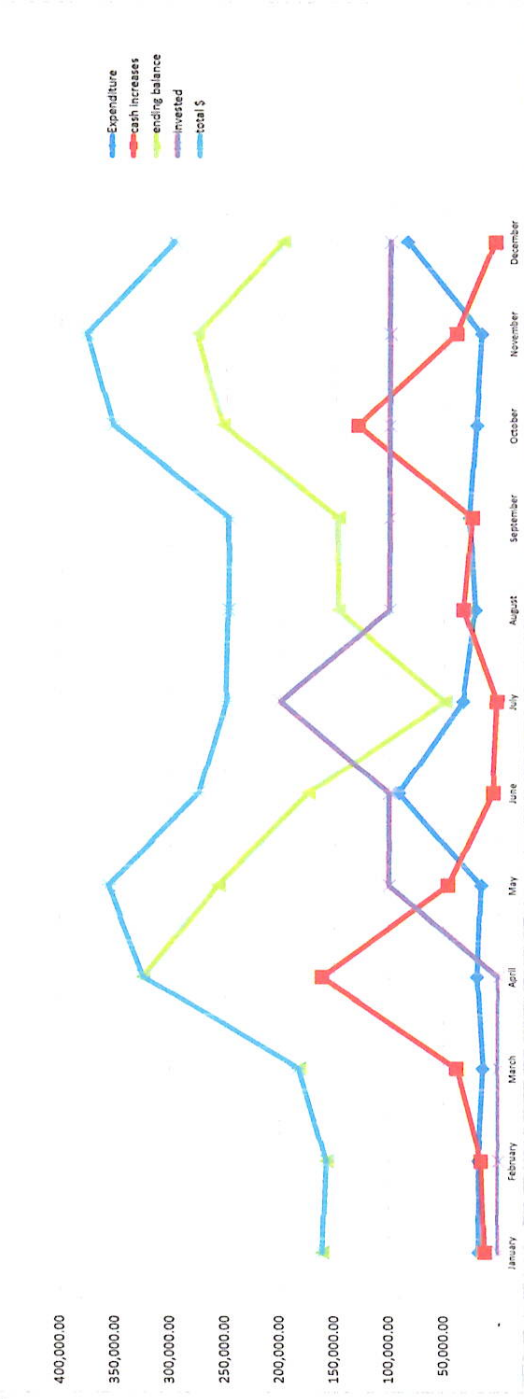


CASH FLOW DATA  
2013 through 2015

2014



2015







May 19, 2016

RE – KLICKITAT COUNTY FIRE DISTRICT 3

REV Financial Services is pleased to present the following proposal for the transaction described below:

LESSEE: KLICKITAT COUNTY, WA
EQUIPMENT: (1) 2016 AMBULANCE
EXPIRATION: INDEXED TO 5 YEAR SWAPS

Table with 7 columns: Amount, Rate, Payments, Payment Factor, Residual, Term, Adv. / Arr. It contains four rows of lease data with varying rates and terms.

LEASE: This is a tax-exempt, municipal government lease with the title to the property passing to Lessee. This is a net lease under which, all costs, including insurance, maintenance and taxes, are paid by Lessee for the term of the lease.

NOTES: \$400.00 doc fee at closing. 1st advance pymt due at delivery. Arrears pymts begin 1 yr after delivery.

APPROVAL: This proposal, until credit approved, serves as a quotation, not a commitment by Lessor to provide credit or property. Lessor acceptance of this Proposal is subject to credit; collateral and essential use review and approval by Lessor.

Thank you for the opportunity to present this proposal. If you have any questions, please contact me at my number or e-mail address below.

Sincerely,

Mike Schober
Regional Sales Manager
M (682) 218-6294
michael.schober@revgroup.com



www.REVgroup.com

# First Government Lease Co.

## Lease Purchase Agreement

Lessor: First Government Lease Co.  
P.O. Box 8331  
Northfield, IL 60093-8331  
866.793.9670 or 847.441.5684  
Fax 847.441.5012  
info@firstgovernment.com

Lessee: Name: **KLICKITAT COUNTY FIRE DISTRICT 3**  
Address: P.O. BOX 151  
City: HUSUM State: WA Zip: 98623  
Phone: 509-493-2996 Fax: 509-493-1296

Description of Equipment: **2016 AMBULANCE** VIN: \_\_\_\_\_

Total Cash Price	<u>\$ 144,785.00</u>	Number of Pmts. (Term):	<u>5 (5 YRS/ ANNUAL)</u>
Less Down Pmt.	<u>\$ _____</u>	Amt. of each Pmt.	<u>\$ 37,044.69</u>
Net	<u>\$ 144,785.00</u>	Lease Beginning Date	<u>5/18/16</u>
Interest & A.P.R.	<u>\$ 40,438.45 - 3.99%</u>	First Payment Due Date	<u>3/1/17</u>
Total Lease Price	<u>\$ 185,223.45</u>		

Lessor hereby leases to lessee that certain equipment described above, subject to the terms, provisions, conditions and agreements of this lease hereinafter set forth:

- Said equipment is leased beginning and for the Term specified above.
- Lessee agrees to pay lessor one annual payment specified above on the First Payment Due Date and equal successive annual payments until an amount equal to the total lease price specified above has been paid. Any amount due under this Lease which is past due more than ten (10) days shall be subject to a multiple time late payment charge of \$100 per occurrence plus an amount equal to ten percent (10%) of the amount past due.
- Lessee agrees to a Revenue Pledge whereas any revenues derived from operations is payable firstly to this Lease Purchase Agreement. Lessee agrees to an Ad Valorem Pledge whereas any state or local government tax based on the value of real property, as determined by the county tax assessor, is first applied to this Lease Purchase Agreement.
- Lessee may purchase said equipment at any time during the lease term for the total lease price, less any payment already made and also less a portion of the lease service fee according to a schedule furnished on request by lessor to lessee, shall constitute purchase of the equipment. Also payment of all the annual payments when due shall automatically constitute purchase of said equipment effective on the last day of the lease period.
- Lessee may cancel this Lease Purchase Agreement only with Lessor's written approval at any time within; the first 90 days of lease by giving written notice to Lessor and returning said equipment to Lessor, or to its order, in good condition as received, less normal wear, tear and depreciation. Upon such proper return, Lessee shall have no obligation to make payments coming due after the notice period.
- Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanism and devices required to keep the equipment in good mechanical and working order. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof, shall impair any obligation of Lessee under this lease which shall continue in full force and effect. Lessee hereby appoints Lessor as Lessee's attorney in fact with full power to do all things to protect and further Lessee's and Lessor's agreement as set forth herein, including but not limited to, signing and filing UCC's, title applications and taking such other actions as Lessor deems reasonable and necessary. Lessee is obliged within 60 days of the Lease Beginning Date to provide a original duplicate title to Lessor, failing to provide a duplicate title within 60 days of Lease Beginning Date is an event of default.
- If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided with 60 days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee. b. To sue for and recover all rents, and other payments then accrued or thereafter accruing, with respect to any or all items of equipment. c. To take possession of any or all items of equipment without demand or notice, wherever same may be located, without any court order or other process law. d. To terminate this lease as to any or all items of equipment. e. To pursue any other remedy at law or in equity, notwithstanding any said repossession, or any other action which Lessor may take. Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. f. Lessee further agrees to pay all attorneys' fees incurred by Lessor in enforcing Lessor's rights under this agreement. All such remedies are cumulative, and may be exercised concurrently or separately.
- Lessee intends to do all things lawful within its power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term can be obtained. After a nonappropriation, the Lessee may not use other property or equipment to perform the same, or substantially similar, services for a period of one year.
- Upon commencement of the Term, title to the equipment shall pass to Lessee from vendor or supplier. Lessee hereby grants a security interest in the equipment described herein, and the proceeds thereof to Lessor.
- Lessee agrees to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby only in Courts located within Cook County, IL. Lessee also consents and submits to the jurisdiction of any State or Federal Court located within Cook County, IL. The choice of law shall be IL.
- I certify that I am duly authorized to act within the powers of my office by executing this Lease Agreement, and the equipment being financed is essential to its governmental mission.
- Lessee agrees to produce yearly balance sheets & income statement information to Lessor within 90 days of fiscal year end.

In witness whereof, the parties hereto have executed this lease this 18<sup>TH</sup> day of MAY, 2016.

By [Signature] / BOARD PRESIDENT  
First Government Lease Co. (Lessee Signature) (Print Signature and Title)

As Counsel for Lessee, I acknowledge that I have reviewed this Lease Purchase Agreement, the extract of any enabling minutes, and all necessary proceedings taken by the Lessee to authorize and execute this Lease Purchase Agreement, and therefor, I am of the opinion: a. The lessee is a duly constituted public corporation and political subdivision of the State referred to above, and b. This Lease Purchase Agreement has been duly authorized, executed and delivered by an authorized representative of the Lessee and is enforceable against the Lessee in accordance with its terms and conditions, and c. this Lease Purchase Agreement is a legal, valid and binding obligation of the Lessee.

[Signature] / FIRE CHIEF  
(Print Signature and Title)

# First Government Lease Co.

## Lease Purchase Agreement

Lessor: First Government Lease Co.  
P.O. Box 8331  
Northfield, IL 60093-8331  
866.793.9670 or 847.441.5684  
Fax 847.441.5012  
info@firstgovernment.com

Lessee: Name: **KLICKITAT COUNTY FIRE DISTRICT 3**  
Address: P.O. BOX 151  
City: HUSUM State: WA Zip: 98623  
Phone: 509-493-2996 Fax: 509-493-1296

Description of Equipment: **2016 AMBULANCE** VIN: \_\_\_\_\_

Total Cash Price	\$ <u>144,785.00</u>	Number of Pmts. (Term):	<u>7 (7 YRS/ ANNUAL)</u>
Less Down Pmt.	\$ _____	Amt. of each Pmt.	<u>\$ 28,111.04</u>
Net	\$ <u>144,785.00</u>	Lease Beginning Date	<u>5/18/16</u>
Interest & A.P.R.	<u>\$ 51,992.29 - 3.99%</u>	First Payment Due Date	<u>3/1/17</u>
Total Lease Price	<u>\$ 196,777.29</u>		

Lessor hereby leases to lessee that certain equipment described above, subject to the terms, provisions, conditions and agreements of this lease hereinafter set forth:

- Said equipment is leased beginning and for the Term specified above.
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- Lessee may purchase said equipment at any time during the lease term for the total lease price, less any payment already made and also less a portion of the lease service fee according to a schedule furnished on request by lessor to lessee, shall constitute purchase of the equipment. Also payment of all the annual payments when due shall automatically constitute purchase of said equipment effective on the last day of the lease period.
- Lessee may cancel this Lease Purchase Agreement only with Lessor's written approval at any time within; the first 90 days of lease by giving written notice to Lessor and returning said equipment to Lessor, or to its order, in good condition as received, less normal wear, tear and depreciation. Upon such proper return, Lessee shall have no obligation to make payments coming due after the notice period.
- Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanism and devices required to keep the equipment in good mechanical and working order. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof, shall impair any obligation of Lessee under this lease which shall continue in full force and effect. Lessee hereby appoints Lessor as Lessee's attorney in fact with full power to do all things to protect and further Lessee's and Lessor's agreement as set forth herein, including but not limited to, signing and filing UCC's, title applications and taking such other actions as Lessor deems reasonable and necessary. Lessee is obliged within 60 days of the Lease Beginning Date to provide a original duplicate title to Lessor, failing to provide a duplicate title within 60 days of Lease Beginning Date is an event of default.
- If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided with 60 days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee. b. To sue for and recover all rents, and other payments then accrued or thereafter accruing, with respect to any or all items of equipment. c. To take possession of any or all items of equipment without demand or notice, wherever same may be located, without any court order or other process law. d. To terminate this lease as to any or all items of equipment. e. To pursue any other remedy at law or in equity, notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. f. Lessee further agrees to pay all attorneys' fees incurred by Lessor in enforcing Lessor's rights under this agreement. All such remedies are cumulative, and may be exercised concurrently or separately.
- Lessee intends to do all things lawful within its power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term can be obtained. After a nonappropriation, the Lessee may not use other property or equipment to perform the same, or substantially similar, services for a period of one year.
- Upon commencement of the Term, title to the equipment shall pass to Lessee from vendor or supplier. Lessee hereby grants a security interest in the equipment described herein, and the proceeds thereof to Lessor.
- Lessee agrees to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby only in Courts located within Cook County, IL. Lessee also consents and submits to the jurisdiction of any State or Federal Court located within Cook County, IL. The choice of law shall be IL.
- I certify that I am duly authorized to act within the powers of my office by executing this Lease Agreement, and the equipment being financed is essential to its governmental mission.
- Lessee agrees to produce yearly balance sheets & income statement information to Lessor within 90 days of fiscal year end.

In witness whereof, the parties hereto have executed this lease this 18<sup>TH</sup> day of MAY, 2016.

By \_\_\_\_\_  
First Government Lease Co.

(Lessee Signature)

(Print Signature and Title)

**BOARD PRESIDENT**

As Counsel for Lessee, I acknowledge that I have reviewed this Lease Purchase Agreement, the extract of any enabling minutes, and all necessary proceedings taken by the Lessee to authorize and execute this Lease Purchase Agreement, and therefore, I am of the opinion: a. The lessee is a duly constituted public corporation and political subdivision of the State referred to above, and b. This Lease Purchase Agreement has been duly authorized, executed and delivered by an authorized representative of the Lessee and is enforceable against the Lessee in accordance with its terms and conditions, and c. this Lease Purchase Agreement is a legal, valid and binding obligation of the Lessee.

**FIRE CHIEF**

(Print Signature and Title)