

RESOLUTION R-2025-101

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. 583 WITH BRINDLEE MOUNTAIN
FIRE APPARATUS FOR THE SALE OF A 2017 PIERCE FIRE APPARATUS FOR \$670,000**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City agrees to sell, and Brindlee Mountain Fire Apparatus agrees to purchase a 2017 Pierce 100' Platform, including ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and bottles, and permanently mounted items such as light towers; and

WHEREAS, the Corporate Authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into an agreement with Brindlee Mountain Fire Apparatus located at 15410 Hwy, Union Grove, Alabama 35175 for the sale of a 2017 Pierce 100' Platform for \$670,000.

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, City of Wheaton Agreement No. 583 with Brindlee Mountain Fire Apparatus located at 15410 Hwy, Union Grove, Alabama 35175 for the sale of a 2017 Pierce 100' Platform; and that a copy of that certain City of Wheaton Agreement No. 583 is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 15th day of December 2025.



Mayor

ATTEST: 

City Clerk

Roll Call Vote:

Ayes:	Councilman Weller Councilwoman Bray-Parker Councilman Brown Mayor Suess Councilwoman Robbins
Nays:	None
Absent:	Councilwoman Brice Councilman Clousing
	<u>Motion Carried Unanimously</u>

AGREEMENT BETWEEN BRINDLEE MOUNTAIN FIRE APPARATUS AND THE CITY OF WHEATON FOR THE SALE OF A 2017 PIERCE FIRE APPARATUS

This Agreement ("Agreement") is made and entered into on the 15th day of December, 2025, by and between Brindlee Mountain Fire Apparatus ("Buyer"), located at 15410 Hwy, Union Grove, Alabama, and the City of Wheaton ("City") located at 303 W. Wesley St., Wheaton, Illinois. City and Buyer are at times collectively referred to hereinafter as the "Parties".

In consideration of the mutual covenants, agreements and conditions set forth herein, the Parties agree as follows:

1. Equipment. The City agrees to sell, and the Buyer agrees to purchase a 2017 Pierce 100' Platform, including ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and bottles, and permanently mounted items such as light towers (the "Apparatus").

2. Purchase Price and payment. The purchase price for the Apparatus is \$670,000.00. The Buyer shall pay the City the full purchase price, unless a deduction may be made in accordance with Section 3.b. below, via wire transfer at least five (5) days prior to the date the Buyer will take possession of the Apparatus.

3. Condition of Apparatus. a. The Buyer acknowledges it has received photographs of the Apparatus and is willing to purchase the Apparatus based on the photographs. The Buyer further acknowledges that it has received from the City a pump test certificate dated 09/10/2025 and an aerial test certificate dated 07/16/2025, and that the results of each test are satisfactory to the Buyer. Otherwise, the Apparatus is being sold AS-IS, with no warranties expressed or implied, including no warranty of merchantability or fitness for a particular purpose.

b. The Buyer understands and agrees that the City will continue to use the Apparatus between the execution of this Agreement and the date of delivery of the Apparatus as set forth in Section 5. In the event the Apparatus is involved in an accident during that time period, the City will either (i) repair any damage to the Apparatus, or (ii) negotiate in good faith with the Buyer to determine an amount for a price adjustment, if necessary.

4. Title and Transfer. The City agrees to transfer clear and marketable title to the Buyer at the time the Buyer takes possession of the Apparatus. The Buyer has already received a copy of the title. The City certifies that the Apparatus is free of liens and encumbrances.

5. Possession. a. The Buyer shall take possession of the Apparatus in Wheaton, Illinois no later than February 28, 2026. The Buyer shall provide the City with seven (7) days' notice prior to picking up the Apparatus. The Buyer shall be responsible for the transport of the Apparatus to Alabama at its sole cost and expense. Risk of loss shall pass to the Buyer once the Buyer takes possession of the Apparatus. The Buyer shall provide a Certificate of Insurance which shows that the Apparatus is insured to the City upon taking possession.

b. The City shall ensure that the Apparatus has been drained of water and foam prior to the Buyer taking possession. In the event the City fails to do so and such failure causes damage to the Apparatus, the City shall make necessary repairs at its sole cost and expense.

6. Governing Law and Venue. This Agreement shall be governed and interpreted under the laws of the State of Illinois without regard to choice of law provisions. Venue for any disputes arising as a result of this Agreement is only proper in DuPage County, Illinois.

7. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written agreements relating to the Apparatus. Any modifications must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date set forth above.

CITY OF WHEATON,
an Illinois municipal corporation,

By: Philip J. Sners
Mayor

Attest: Andrea Renedale
City Clerk

BRINDLEE MOUNTAIN FIRE APPARATUS

By: William C. Claunch Jr

Print Name: William C. Claunch, Jr.

Title: VP - Purchasing