

TALLAHASSEE FIRE PROTECTION DISTRICT

RESOLUTION NO. 2018 - 009

RESOLUTION TO ACCEPT SALES AGREEMENT  
FOR THE PURCHASE OF  
2009 FERRARA / FREIGHTLINER 4X4 WILDLAND UNIT

WHEREAS, the Tallahassee Fire Protection District (the "District"), acting by and through its duly appointed Board of Directors (the "Board"), desires to approve the Sales Agreement set forth by Brindlee Mountain Fire Apparatus (the "Seller"); and

WHEREAS, the Board has considered and discussed the Terms and Conditions of Sale at the regular meeting of the Board on September 12, 2018; and

WHEREAS, the Board has deemed to accept said Sales Agreement whereby the District will make a 10% down payment to the Seller within 15 (fifteen) calendar days of the fully executed Sales Agreement; with the remaining balance paid in full to the Seller prior to delivery.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Tallahassee Fire Protection District as follows:

The Board hereby approves and authorizes to be duly executed the Brindlee Mountain Fire Apparatus Sales Agreement (see attached) for the purchase of said Apparatus in the amount of \$190,000 (one hundred ninety thousand dollars and no cents), provided the said Apparatus is in the same general condition as was inspected on August 22, 2018.

ADOPTED this 12th day of September 2018.

TALLAHASSEE FIRE PROTECTION DISTRICT

By Donna Toeroek  
Donna Toeroek, President

ATTEST:

By Cynthia M. Boyle  
Cynthia M. Boyle, Secretary



# BRINDLEE MOUNTAIN

FIRE APPARATUS, LLC

15410 Highway 231, Union Grove, AL 35175

Phone: 866-285-9305 / Fax: 256-498-0924

[www.firetruckmall.com](http://www.firetruckmall.com)

## Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2009 Ferrara / Freightliner 4x4 Wildland Unit (Apparatus Stock # 10805) to the Tallahassee Fire Protection District, CO (Buyer) for the sum of \$190,000 (One hundred ninety thousand dollars and no cents).

Apparatus VIN: 1FVDCYBS8ADAM9650

Purchaser Info: Tallahassee Fire Protection District, PO Box 510, Canon City, CO 81215; 2518 State Highway 9, Canon City, CO 81212

### Terms and Conditions of Sale:

The Seller shall complete a full chassis service of fluids and filters. Replace any belts / hoses if needed. The Seller shall complete a DOT inspection, and shall make any needed repairs to ensure successful inspection. The Seller shall guarantee that a full complement of ground ladders, hard suction, and caps for all intakes and discharges are included with Apparatus.

Apparatus will have a one (1) year warranty beginning with date of shipment. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds \$3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the year (1) year warranty period shall not exceed \$12,000.00 (Twelve Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

The Seller guarantees that the Apparatus shall be in the same general condition as it was upon inspection on August 22, 2018. If a major change in condition occurs, the Buyer has the right to void the agreement and receive a full refund of any deposits made.

The Buyer shall be responsible for lettering of Apparatus. The Seller shall be responsible for a hauled delivery of Apparatus. The Buyer will make 10% down payment to Seller within 15 calendar days of the fully executed sales agreement. The Buyer will make the remaining payment in full to the Seller prior to delivery. Seller will provide title free of lien to Buyer following receipt of payment.

Chris Crutchfield  
Brindlee Mountain Fire Apparatus  
Date

Authorized Representative  
Tallahassee Fire Protection District  
Date