

RESOLUTION NO. R-23-63

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM BRINDLEE MOUNTAIN FIRE APPARATUS, UNION GROVE, ALABAMA, FOR THE PURCHASE OF A 2017 SPARTAN GLADIATOR 100' PLATFORM TRUCK FOR A TOTAL PURCHASE AMOUNT NOT TO EXCEED \$775,000.00.

WHEREAS, the City of Gladstone is in need of a fire truck to replace Ladder 1, a 2002 Smeal Spartan Gladiator 105' Quint, due to the advanced age of the apparatus.

WHEREAS, the typical lead time to obtain a new fire apparatus is 48 months; however, Brindlee Mountain Fire Apparatus, Union Grove, AL, has a platform truck currently undergoing a complete restoration, refit, and certification meeting the specifications required, and with an anticipated delivery of December 2023.

WHEREAS, the cost of the replacement apparatus has been determined to be fair and consistent with the current market pricing.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to accept the proposal from Brindlee Mountain Fire Apparatus, Union Grove, AL, in an amount not to exceed \$775,000.00 for the purchase of a 2017 Smeal/Spartan Gladiator 100' Mid-Mount Platform Truck.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 25TH DAY OF SEPTEMBER 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-63

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 09/13/2023

Department: Fire/EMS

Meeting Date Requested: 09/25/2023

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Purchase of a 2017 Spartan Gladiator 100' Mid-Mount Platform Truck

Background: Given the age of Ladder 1 (2002), replacement becomes necessary when maintenance and repairs begin to outpace the overall cost-effectiveness and reliability of the apparatus. Complicating the process is the supply chain /production delays within fire apparatus manufacturing, resulting in an average delivery time of up to 4 years. Brindlee Mountain Fire Apparatus has presented a unique opportunity to purchase a completely refurbished vehicle meeting our specifications for the replacement of Ladder 1. This replacement is currently undergoing restoration, refit, and certification in Las Vegas, Nevada, and has an expected delivery date of December 2023. Brindlee's pricing is within fair market value and provides the most cost-effective option for the City. Funding for the apparatus comes from a combination of General and CERF funds.

Budget Discussion: Funds are budgeted in the amount of \$775,000.00. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$NA.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Mike Desautels
Department Director/Administrator

JM
City Attorney

BB
City Manager

APPARATUS CONTRACT

THIS AGREEMENT is made and entered into this 25 day of September, 2023 (the "Effective Date") by and between the City of Gladstone, Missouri, (the "Buyer") and Brindlee Mountain Fire Apparatus (the "Seller"), (collectively referred to herein as the "Parties").

WHEREAS, the Parties desire to enter in an Agreement for the sale and purchase of one 2017 Smeal Spartan 100' Mid Mount Platform; and,

WHEREAS, the following terms and conditions reflect the same.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE ADEQUACY AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED AND CONFESSED, THE PARTIES HERETO DO MUTUALLY PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. **Price.** The Buyer agrees to purchase one (1) 2017 Smeal Spartan 100' Mid Mount Platform, more specifically described below, (hereinafter "Apparatus") for the total sum of Seven Hundred Seventy-Five Thousand Dollars and No Cents (\$775,000.00).

Twenty-five percent (25%) of the total sum shall be paid upon execution of this Apparatus Contract. The remaining seventy-five percent (75%) of the total sum is to be paid in full **UPON DELIVERY AND ACCEPTANCE OF THE APPARATUS.**

**2017 Smeal Spartan 100' Mid Mount Platform
Stock # 16420
VIN: 4S7AX2E92HC081871**

Seller will deliver free and clear title to Buyer immediately upon payment. Should Buyer determine the Apparatus is unacceptable as set forth in paragraph 3, any payment made by Buyer shall be returned in full to Buyer within seven (7) days of Buyer notifying Seller that the Apparatus is unacceptable.

2. **Delivery.** Delivery shall occur within 180 days of contract signing. Seller is responsible for all freight charges. Buyer assumes the responsibility of the Apparatus upon delivery of the Apparatus to Buyer.
3. **Inspection.** The Buyer shall have the right to inspect the Apparatus at Seller's facility prior to Delivery. Buyer shall give written notice of any defects within Fourteen (14) days. Should Buyer, in Buyer's sole discretion, determine the condition of the Apparatus is unacceptable, Buyer shall have no obligation to Accept the Apparatus.

If, upon inspection by Buyer, the Apparatus is determined to be in Acceptable condition, Seller shall deliver the Apparatus to Buyer in the same condition. Final acceptance of the Apparatus is conditioned upon the Apparatus remaining in acceptable condition upon delivery.

Should Buyer determine the Apparatus is unacceptable, Seller shall be responsible for all return freight charges. Seller shall be responsible for Apparatus during all transit from Buyer to Seller.

4. **Miscellaneous.** Seller agrees the following shall occur prior to delivery:
- Apparatus will pass a new 3rd party aerial cert.
 - Apparatus will pass a new annual pump service test.
 - Apparatus will receive a full service of all fluids and filters.
 - A shop generated repair list will be completed on the Apparatus.
5. **Notices.** All notices required by this Agreement shall be in writing sent by certified U.S. mail, return receipt requested, to the following.

The City: City of Gladstone, Missouri
Attn: Robert Baer
7010 North Holmes
Gladstone, Missouri 64118

The Seller: BUNDLER MOUNTAIN FIRE APPARATUS
Attn: Jeremy McCoy
15410 US Hwy 231
UNION GROVE, ALABAMA 35175

6. **Warranty.** Apparatus will have a five (5) year warranty beginning date of payment. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds Three Thousand Dollars and No Cents (\$3,000.00) 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. Totally warranty costs paid by Seller to Buyer in the five (5) year warranty period shall not exceed Twelve Thousand Dollars and No Cents (\$12,000.00). Apparatus components are engine, transmission, pump, aerial device, electrical system, axles, and body structure.

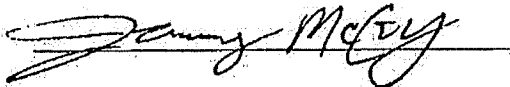
The engine and the transmission will have a one year manufacturer's warranty.

7. **No Third-Party Benefit.** This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
8. **Governing Law.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Clay County, Missouri or in

federal court of the Western District of Missouri and waive any objection based upon venue or forum or otherwise.

9. **Attorney's Fees.** In the event of litigation by the City against the Seller to enforce the terms of this Agreement or to remedy a breach of the terms of this Agreement (either in law or in equity), the City shall be entitled to recover from the Seller its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.
10. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, if the Agreement is valued at more than \$100,000, Seller agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Seller's certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.
11. **Assignment.** Neither Party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion.
12. **Amendment.** The Agreement may be amended, changed, or supplemented only by written agreement executed by both parties.

BRINDLEE MOUNTAIN:

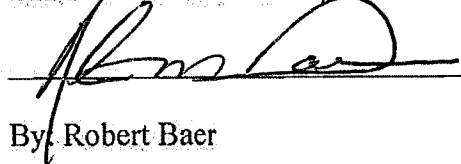


By: Jeremy McCoy

Title: SENIOR SALES AGENT

Dated: 20 September, 2023

CITY OF GLADSTONE, MISSOURI:



By: Robert Baer

Title: City Manager

Dated: 09/26/23