

11/3/2005

123-O-05

AN ORDINANCE

**Authorizing the Sale of Surplus Personal Property
Owned by the City of Evanston, and the City Manager to Sign
an Agreement with B & P Apparatus, Inc.,
to Sell Said Surplus Personal Property**

WHEREAS, the City Council of the City of Evanston has determined that it is no longer necessary, practical, or economical, or in the best interest of the City of Evanston to retain ownership of the surplus personal property hereinafter described; and

WHEREAS, it has been determined by the City Council of the City of Evanston to sell said surplus property through the brokerage firm of B & P Apparatus, Inc., a nationwide used fire apparatus service operating out of Aurora, Illinois;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That pursuant to Section 1-17-3(B) of the City Code of the City of Evanston, 1979, as amended, the City Council finds that the following described surplus personal property summarized on Exhibit A attached hereto and incorporated herein, has an aggregate value in excess of one thousand five hundred dollars (\$1,500.00).

SECTION 2: That pursuant to said Section 1-17-3(B), the City Council hereby authorizes and directs the City Manager to sell upon terms and conditions she deems reasonable, necessary, and in the best interest of the City the aforescribed surplus property now owned by the City of Evanston through the brokerage firm of B & P Apparatus, Inc.

SECTION 3: That upon payment of the price indicated by B & P Apparatus, Inc., the City Manager is hereby authorized to convey evidence of ownership of aforesaid surplus personal property to the purchaser approved by B & P Apparatus, Inc. and the City.

SECTION 4: That the City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest an Agreement with B & P Apparatus, Inc., to sell surplus personal property owned by the City attached hereto as Exhibit B and made a part hereof.

SECTION 5: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City.

SECTION 6: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

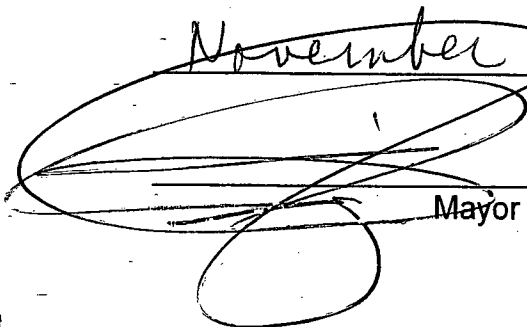
SECTION 7: That this ordinance shall be in full force and effect from after its passage, approval and publication in the manner provided by law.

Introduced: November 14, 2005

Adopted: November 28, 2005

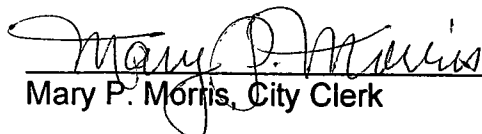
Approved:

November 29, 2005



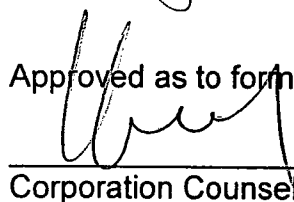
Mayor Pro Tem

Attest:



Mary P. Morris, City Clerk

Approved as to form:



Corporation Counsel

Exhibit A to Ordinance 123-O-05

Items:

- 1) Unit # 316 – 1995 Freightliner chassis with Road Rescue ambulance body,
VIN: 1FV3GFBC5SL857388
- 2) Unit # 317 – 1995 Freightliner chassis with Road Rescue ambulance body,
VIN: 1FV3GFBC3FL857387

EXHIBIT B

B & P APPARATUS INC.
FIRE APPARATUS EXCLUSIVE LISTING AGREEMENT

This Agreement is made this 15th day of November, 2005, by and between
B & P APPARATUS INC. 1552 Bryan CT. Aurora IL. 60504, (**Hereinafter referred to as**
"B & P Apparatus"), as sales agent, and
The City of Evanston

(hereinafter referred to as "Owner"),

WHEREAS, in consideration of **B & P Apparatus** promise to use its efforts to sell the Fire Apparatus (**The "Apparatus"**) hereby described as:

- a. Unit #316, 1995 Road Rescue Ambulance (Freightliner FL60 chassis)
- b. Unit #317, 1995 Road Rescue Ambulance (Freightliner FL 60 chassis)

And in consideration of the mutual covenants, conditions and undertakings herein contained, the parties agree as follows:

1. Beginning 12:01 a.m. November 15, 2005, and terminating 11:59 p.m. May 15, 2006, the undersigned **Owner** grants to **B & P Apparatus** the exclusive right to sell the **Apparatus** to qualified purchasers; and to advertise and show the **Apparatus**.
2. The minimum net listing price for each **Apparatus** shall be \$ 10,000. However, **B & P Apparatus** has authority to sell the **Apparatus** for a greater amount and **Owner** may elect to accept a lesser amount.
3. The undersigned **Owner** warrants and represents that Title to the **Apparatus** is in the name of **Owner**, free and clear of all liens and encumbrances, and the **Owner** has the authority to sell the **Apparatus** and the undersigned has the authority to bind the **Owner** to the terms hereof.
4. Possession of the **Apparatus** shall be given immediately provided payment in full has been tendered to **Owner**.
5. All inquiries about the sale of the **Apparatus** received by the **Owner** during the term hereof will be immediately referred to **B & P Apparatus**.
6. All permanently mounted pumps, generators, plumbing and electrical systems, fixtures. all hard suction hose, booster hose, ground ladders, warning lights, sirens, horns, all available manuals, specifications and service records shall remain with the **Apparatus**, are included in the sale price, and shall be transferred to the Buyer at the time of sale.

The following specific items shall also be left on the **Apparatus** and shall be conveyed to Buyer at time of sale:

- a. Suction unit
- b. Stretcher

7. The **Owner** warrants and represents that Title to all of the aforementioned equipment remaining with the **Apparatus** is in the name of **Owner**, free and clear of all liens and encumbrances, and equipment will be in good operating condition at the time of sale, except for the following: None.

8. The **Owner** has no knowledge of any assessments or liens against the **Apparatus** and in the event the **Owner** hereafter receives any notice of such, it will immediately notify **B & P Apparatus** of the same.

9. **B & P Apparatus** sole duty is to arrange for the sale of the **Apparatus**. **B & P Apparatus** shall have no responsibility for the custody or care of the **Apparatus**, its maintenance, upkeep or repair. **B & P Apparatus** shall not be liable for any damage to the **Apparatus**. **Owner** shall maintain adequate insurance coverage on the **Apparatus** during the term of this Agreement.

10. **B & P Apparatus** is authorized and shall, at sole cost to **B & P Apparatus**, advertise the **Apparatus** for sale, take and retain any necessary photographs, and show the **Apparatus** at reasonable times. Driving and pumping demonstrations, if necessary, will be the responsibility of the **Owner** and will be provided at the **Owner's** expense.

11. Upon any final sale, the **Owner** agrees to furnish to Buyer a clear title for the **Apparatus** and related equipment, free and clear of any liens or encumbrances.

12. If any sale of the **Apparatus** or any part thereof is made by any party during the term hereof, **Owner** agrees to pay **B & P Apparatus** a commission of 10% of the net sale price.

13. In the event a sale is consummated subsequent to the expiration of the term of this Agreement with a buyer who has viewed the **Apparatus** during the term hereof or extension thereof, then the aforementioned commission shall be deemed earned by **B & P Apparatus** up to 90 days after expiration of contract .

14. Said earned commission shall be payable to **B & P Apparatus** at such time as payment is received by the **Owner** at the time of closing or settlement.

15. Any earnest money deposit paid shall be held by **B & P Apparatus** as Escrow Agent, and upon closing of the sale applied first to the payment of any expense (included in 10% commission) incurred by **B & P Apparatus** on the **Owner's** behalf. Any remaining balance shall be paid to the **Owner** at closing.

16. In the event of a buyer's forfeiture or default under a purchase contract, any earnest money paid shall be split, 50% payable to **Owner**, and 50% payable to **B & P Apparatus**.

17. No alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.

18. This Agreement represents the entire Agreement between the parties hereto and shall be interpreted at all times in accordance with Illinois Law.

19. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the successors and assigns of the parties hereto, except that the responsibilities of **B & P Apparatus** hereunder shall not be assignable.

20. In the event any provision of this Agreement is adjudicated to be invalid or unenforceable, such invalidity or Unenforceability shall not effect the other provisions or application of this Agreement.

ACCEPTED:

OWNER: CITY OF EVANSTON

BY: _____

TITLE: City Manager

B & P APPARATUS, INC.

BY: Brian Clark_____

TITLE: President

DATE: _____

Owner's Current Address: 2100 Ridge Avenue, Evanston, IL 60201

APPARATUS TO BE STORED AND VIEWED AT: 2020 Asbury Avenue, Evanston, Il.

