

THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE
NO. 2017-O-062

**AN ORDINANCE AUTHORIZING THE SALE OF A 2000 E-ONE 95' AERIAL
PLATFORM COMMONLY KNOWN AS TOWER 47**

JACOB C. VANDENBERG, President
KRISTIN A THIRION, Village Clerk

MICHAEL J. PANNITTO
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WILLIAM P. BRADY
MICHAEL W. GLOTZ
MICHAEL J. MANGIN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Law Offices of Peterson, Johnson, & Murray—Chicago, Village Attorneys
200 W. Adams, Ste. 2125, Chicago, IL 60606

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village is authorized to dispose of its personal property by ordinance pursuant to Section 11-76-4 of the Illinois Municipal Code whenever, in the opinion of a simple majority of the corporate authorities then holding office, the property sought to be disposed of is no longer necessary or useful to, or for the best interests of the Village; and

WHEREAS, in the opinion of a simple majority of the corporate authorities of the Village, it is no longer necessary or useful to or in the best interest of the Village, to retain legal possession of a 2000 E-ONE 95' Aerial Platform commonly known as Tower 47 ("the Property"); and

WHEREAS, in the opinion of a simple majority of the corporate authorities of the Village, it is no longer necessary or useful or in the best interest of the Village, to retain legal possession of the property and hereby authorize its sale to Command Fire Apparatus of Lancaster County PA for the amount of \$125,000 in accordance with the terms of the purchase agreement attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the Village President and Board of Trustees finds, by a simple majority vote, that the Property is no longer necessary or useful to the Village, and the best interests of the Village will be served to authorize the sale of the Property for \$125,000 in accordance with the terms of the purchase agreement attached hereto as Exhibit 1

SECTION THREE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

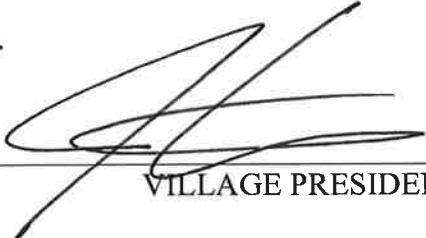
PASSED THIS 17th day of October, 2017.

AYES: Younker ,Berg,Brady,Glottz,Mangin

NAYS: Pannitto

ABSENT: None

APPROVED THIS 17th day of October, 2017.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK



Lancaster County PA
~ A FIREFIGHTER OWNED
& OPERATED COMPANY ~

20 Wildflower Lane ■ Lancaster, PA 17603
www.sellfiretrucks.com ■ email: glenn@sellfiretrucks.com
1.866.238.6688 ■ Fax: 717.735.0228

August 15, 2017

Forest Reeder Fire Chief
Village of Tinley Park Fire Department
17355 S. 68th Ct
Tinley Park, IL 60477

Dear Sir:

Our firm agrees to purchase the 2000 E-One 95' aerial platform ("Apparatus") from your Fire Department. Our offer is based upon acceptance of these terms within 15 days from today and availability of the unit at a mutually agreed upon time and date.

Our terms and conditions for this are as follows:

1. The Apparatus will pass a standard pump test at the time of purchase. The aerial vehicle will pass a standard annual NDT aerial inspection at the time of purchase.
2. At the time purchase the apparatus will be in the same condition as they are on the date this agreement is approved by the Seller, subject to normal wear and tear from usage by the seller prior to purchase. The apparatus shall not ever have been wrecked or received serious collision, body or aerial damage prior to purchase.
3. Seller further represents that at the time of purchase the undercarriage of the apparatus will not have corrosion or damage which undermine their structural integrity or operational abilities.
4. The booster tank shall not leak at the time of purchase.
5. All of the basic and fixed equipment will be on the apparatus at the time of sale including deck gun with tips, warning lights and siren, ground ladders, caps on intakes and discharges, SCBA brackets, and any other items listed on the description provided to us.

6. Clear title in the form of a state issued titles will be conveyed to the purchaser at the time of purchase and payment in full for the apparatus. . The seller will also provide all available service manuals and maintenance and service records at the time of purchase.
7. Apparatus shall remain at the Tinley Park fire station until it is sold.

The purchaser agrees to purchase the apparatus for \$ 125,000.00 . Upon acceptance of this offer, the purchaser shall provide the seller a \$5,000.00 deposit and pay the balance at the time of purchase.

Regards,

Glenn D. Usdin (signed)

Glenn D. Usdin, President

Accepted this 17 day of August, 2017 by 
On behalf of Village of Tinley Park Fire Department.

Please sign and fax this agreement back to us at 717 735-0228.