

Office of the Fire Chief

City of Richland Hills, Texas

## Memorandum

**To:** Honorable Mayor Bill Agan and members of the Richland Hills City Council  
**From:** C. Russell Shelley, Fire Chief  
**Date:** October 18, 2016  
**Subject:** Agreement with Brindlee Mountain Used Fire Apparatus for Sale of Brush Truck

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### **City Council Action Requested:**

Approve the agreement with Brindlee Mountain Used Fire Apparatus (BMUFA) to sell the brush truck

### **Background Information:**

The current brush truck was purchased in 2002 utilizing an Assistance to Firefighters grant from FEMA. The grant had a five year performance period that ended in 2007. As the city has developed, the amount of open land has diminished to a point where most all grass related fire incidents are along the roadway or railroad tracks. Fires in open spaces across town are rare. The infrequency of these incidents makes maintaining a brush truck more cost prohibitive than ever before. All of our neighbors continue to staff brush trucks and gladly respond to our city when needed. In order to provide a means for continuing to deal with median and shoulder grass fires we will be adding a reel line of 1" fire hose to the fire engine. This reel line will hold 200' of rubber fire hose that can easily be stretched out to extinguish these types of fires.

We have received an agreement from Brindlee Mountain Used Fire Apparatus to market and sell our brush truck for a fee of 10% of the sale price. This company is one of the bigger used fire apparatus dealers across the nation and we are familiar with their operations and processes. Upon approval of this agreement. BMUFA will market our brush truck to interested departments and arrange the purchase by a third party. A check will be sent from BMUFA to the city minus the sales fee previously mentioned.

This fleet reduction will not diminish our response capabilities significantly while bringing us in line with long term response needs and capabilities. There should be no need in the future to add a vehicle such as this one back to our fleet. Our engine upgrade will more than meet our needs.

**Board/Citizen Input:**

N/A

**Financial Impact:**

We estimate a market value of \$25,000 - \$30,000 before applicable sales fees.

**Staff Contacts:**

C. Russell Shelley  
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# BRINDLEE MOUNTAIN FIRE APPARATUS

15410 Hwy 231 Union Grove AL 35175 • 1-866-285-9305 • Fax: 256-498-0924

## Listing and Marketing Commission Agreement

The undersigned being duly authorized, hereby enter into the following contractual agreement:  
Brindlee Mountain Fire Apparatus agrees to broker the following apparatus:

Apparatus: 2002 F-550 Brush Truck

Owned or exclusively offered for sale by:

Department/Owner: Richland Hills - TX

Brindlee will refer to Agent/Owner all qualified inquires Brindlee receives regarding the specified apparatus and may market the apparatus through various channels of websites, auctions, ads, and direct sales. If Agent/Owner sells the marketed apparatus or any other apparatus to the customer referred by Brindlee, or anyone acting on behalf of the referred customer, the Agent/Owner will pay a commission of:

Agreement Type

10% (or a minimum of \$500) if the truck is sold for less than \$100,000.00

7% if the truck is sold for a price between \$100,000.00 and \$150,000.00

5% for a truck that is sold above \$150,000.00

Payment will be made to Brindlee within 10 days of the sale. Interest in the amount of 1.5% will be charged on any outstanding invoice that is not paid within 30 days of the invoice date. Any additional costs incurred as part of collection efforts will also be the responsibility of the seller.

Agent/Owner agrees to notify Brindlee, at the time of sale, as to the sale price and the name and address of the buyer regardless of whether or not Brindlee referred the Buyer. Agent/Owner acknowledges failure to provide this information will result in fees payable to Brindlee as if the lead was referred by Brindlee and sold at the listed price.

Either party may terminate at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Brindlee, the same commission will be paid as if the agreement were still in effect.

Agreed to by:

\_\_\_\_\_  
Authorized Agent/Owner

Date:



\_\_\_\_\_  
Brindlee Mountain Fire Apparatus

Date: 3/25/16