

RESOLUTION NO. 2025-02

**A RESOLUTION AUTHORIZING THE
SALE OF PERSONAL PROPERTY OF
THE BYRON FIRE PROTECTION DISTRICT
2017 FORD AMBULANCE – VIN #1FDUF5HT3HEC58096**

WHEREAS, the Board of Trustees of the Byron Fire Protection District (the “District”), Ogle County, Illinois, has authority pursuant to Section 10a of the Fire Protection District Act (70 ILCS 705/10a) to sell or donate personal property no longer needed for fire protection purposes; and

WHEREAS, the District has determined that it is in the District’s best interest to sell the personal property identified below.

NOW, THEREFORE, Be It Resolved by the Board of Trustees of the Byron Fire Protection District as follows:

Section One: The District hereby finds that the personal property identified on EXHIBIT A attached hereto and made a part hereof is no longer needed for fire protection purposes.

Section Two: The identified personal property shall be sold to a Fire Department or Fire District in need. The property is being sold “**AS IS**”. **THE SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED ABOUT THE PERFORMANCE ABILITY OF THE SUBJECT PROPERTY, ABOUT ITS PRESENT STATE OF REPAIR, ABOUT ITS CONDITION OR MAINTENANCE, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The Fire Department or Fire District receiving said property may take the property upon execution of a “Hold Harmless Agreement”

in substantially the same form as EXHIBIT B. Said agreement will be executed after the "District" receives and places in service their new ambulance.

Section Three: This Resolution shall be in full force and effect upon its adoption and shall supersede any resolution or motions or parts of resolutions or motions in conflict with any part herein and any such resolutions or motions or parts of resolutions are hereby repealed to the extent of the conflict.

Section Four: If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

ADOPTED this 23rd day of September, 2025 by a roll call vote, as follows:

Beitel <u>Absent</u>	Higgins <u>Yes</u>	Kuss <u>Yes</u>
Logston <u>Yes</u>	Snider <u>Yes</u>	



Christopher Logston
President, Board of Trustees
Byron Fire Protection District

ATTEST:



Mathew Kuss
Secretary, Board of Trustees
Byron Fire Protection District

EXHIBIT A

2017 Ford Ambulance

VIN #1FDUF5HT3HEC58096

THE ABOVE-DESCRIBED PROPERTY IS ACCEPTED "AS IS". THE SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, ABOUT THE PERFORMANCE ABILITY OF THE PROPERTY, ITS PRESENT STATE OF REPAIR, ITS CONDITION OR MAINTENANCE, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS

SECRETARY'S CERTIFICATE

I, Mathew Kuss, the duly qualified Secretary of the Board of Trustees of the Byron Fire Protection District, Ogle County, Illinois, do hereby certify that the attached hereto is a true and correct copy of a Resolution entitled:

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**A RESOLUTION AUTHORIZING THE
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Which Resolution was adopted by the Board of Trustees of the Byron Fire Protection District at a public meeting held on this 23rd day of September, 2025.

I do further certify that a quorum of the Board was present at the meeting, and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of September, 2025.



Mathew Kuss
Secretary, Board of Trustees
Byron Fire Protection District

EXHIBIT B

HOLD HARMLESS AGREEMENT

In consideration of the sum of Eighty-Five Thousand Dollars (\$85,000) the Pleasant Plains Fire Protection District ("Receiver"), has acknowledged, that the Byron Fire Protection District (the "Seller") is selling and Pleasant Plains Fire Protection District ("Receiver") will be issued the following:

2017 Ford Ambulance

VIN #1FDUF5HT3HEC58096

Receiver agrees that all understandings and agreements heretofore had between the Receiver and the Seller regarding this agreement are merged in this agreement, which alone fully and completely express this agreement.

Receiver represents that it is receiving the property described above and it is the subject of this agreement "AS IS." **THE SELLER MAKES NO WARRANTIES OR REPRESENTATION EXPRESSED OR IMPLIED ABOUT THE PERFORMANCE ABILITY OF THE SUBJECT PROPERTY, ABOUT ITS PRESENT STATE OF REPAIR, ABOUT ITS CONDITION OR MAINTENANCE, OR ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Further, the Receiver agrees to indemnify and hold harmless the seller against any and all judgments, decrees, costs, expenses (including reasonable attorney's fees) or any other loss the Receiver might sustain by reason of the purchase, transfer, or disposal of the subject property by the Receiver.

Agreed to this 6th day of SEPTEMBER, 2025.



Andy Politsch, Fire Chief
Byron Fire Protection District
(Seller)



(Receiver)
Pleasant Plains Fire Protection District