



Village of Downers Grove

## Report for the Village Council Meeting

*Table 1 - Council Agenda item.*

<b>Subject</b>	Authorization for the Purchase of a Replacement Engine/Pumper
<b>Submitted By</b>	Scott Spinazola, Fire Chief

### Synopsis

A Resolution has been prepared to authorize the execution of an agreement with MacQueen Emergency for the purchase of a 2028 Pierce Impel Engine/Pumper Apparatus (Pierce Engine/Pumper) in the amount of \$1,155,000.00 plus a \$100,000.00 contingency for a total not to exceed amount of \$1,255,000.00, and to authorize the disposal of the Village's current 2008 Pierce Engine/Pumper.

### Strategic Plan Alignment

The goals for 2025-2027 include Steward of Financial, Environmental and Neighborhood Sustainability.

### Fiscal Impact

The total purchase price for the Pierce Engine/Pumper is \$1,255,000.00, which includes a \$100,000.00 contingency. The amount of this purchase will be included in the proposed Fiscal Year 2028 budget, when it is anticipated the Village will take possession of and pay for the Pierce Engine/Pumper. The funding plan for the Equipment Replacement Fund anticipates this purchase in Fiscal Year 2028.

## **Recommendation**

Approval on the April 14, 2026 Consent Agenda.

## **Background**

This engine will replace the current 2021 Pierce Engine/Pumper as the frontline response vehicle at Station #103 at 3900 Highland Avenue. The 2021 Pierce Engine/Pumper will be moved to reserve status and replace the 2008 engine that has reached the end of its useful life. The pumper is an essential apparatus and serves multiple functions including but not limited to EMS responses, carry tools for fire suppression activities, pumping water from a stored tank or from a fire hydrant through the use of fire hose and/or relaying water to other fire apparatus. Once this engine is delivered the 2008 Pierce Engine/Pumper will be disposed of as surplus property in accordance with Section 2.35 of the Downers Grove Municipal Code.

## **Attachments**

Resolution

Agreement

## Resolution No.

### **A Resolution Authorizing Execution of an Agreement Between the Village of Downers Grove and MacQueen Equipment, LLC for the Purchase of Fire Apparatus**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and MacQueen Equipment, LLC d/b/a MacQueen Emergency ("MACQUEEN"), for a 2028 Pierce Impel Engine/Pumper ("Apparatus"), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

SECTION 3. That pursuant to the home-rule powers of the Village, and the Illinois Municipal Code (65 ILCS 5/11-76-4) the Village Council finds that the 2008 Pierce Engine/Pumper now owned by the Village of Downers Grove will no longer be necessary or useful to the Village, and the best interests of the Village will be served by its sale after delivery and acceptance of the new 2028 Pierce Impel Engine/Pumper.

SECTION 4. That the Village Manager is authorized and directed to dispose of the 2008 Pierce Engine/Pumper now owned by the Village of Downers Grove in accordance with the Section 2.35 of the Downers Grove Municipal Code.

SECTION 5. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. That this Resolution shall be in full force and effect from and after its passage as provided by law.

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By: Mayor

Passed:

Published:

**Attest:**

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By: Village Clerk

## **AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND MACQUEEN EQUIPMENT, LLC. FOR THE PURCHASE OF FIRE APPARATUS**

This Agreement is made this \_\_\_\_ day of April, 2026 by and between MacQueen Equipment, LLC., a Delaware corporation d/b/a MacQueen Emergency ("MACQUEEN") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 850 Curtiss Street, Downers Grove, Illinois 60515, ("Village" or "Purchaser").

WHEREAS, the Village is a member of the Sourcewell Consortium ("Sourcewell"), which is a service cooperative and political subdivision of the State of Minnesota; and

WHEREAS, Sourcewell has instituted a cooperative purchasing program which includes many contractors from which to purchase goods and services; and

WHEREAS, MACQUEEN is an approved Sourcewell contractor; and

WHEREAS, the Village wishes to purchase a fire apparatus from MACQUEEN through the Sourcewell cooperative purchasing program; and

WHEREAS, MACQUEEN is willing to manufacture and sell to the Village the below specified fire apparatus for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

SECTION 1. Recitals. The provisions set forth in the recitals are incorporated into and made a part of this Agreement.

SECTION 2. Scope. MACQUEEN shall manufacture and sell to the Village a 2028 Pierce Impel Pumper ("Apparatus") in accordance with the specifications attached hereto and incorporated herein as Exhibit A.

SECTION 3. Payment. The Village shall pay to MACQUEEN ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND Dollars and No Cents (\$1,155,000.00) for the Apparatus. Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties. The Village shall pay MACQUEEN the full purchase price within twenty (20) days following final inspection and acceptance by the Village or upon delivery to Downers Grove. The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies.

SECTION 4. Delivery. Delivery of the Apparatus shall be F.O.B. Downers Grove, Illinois within an estimated 28-31 months of execution of this Agreement. MACQUEEN shall not be held liable for damages for failure to make delivery as a result of fire, flood, riots, strikes, chassis shortages, or delays caused by its suppliers, any act of God, or any other circumstances beyond the control of MACQUEEN.

SECTION 5. Inspection. During the manufacturing of the Apparatus, the Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by MACQUEEN at no cost to the Village. The Village shall then inspect the completed Apparatus upon delivery and shall give written notice of any defects within thirty (30) business days. The Apparatus shall be deemed accepted if the Village fails to give such notice.

SECTION 6. Warranties. The Apparatus and all its components shall be warranted as set forth in the specifications attached as Exhibit A. Warranties shall become effective upon final acceptance by the Village. In addition to said warranties, in the event the Apparatus is out of service, through no fault of the Village, for fifty percent (50%) or more of the time within eighteen (18) months from the date of delivery to the Village, the Village shall have the option to return the apparatus to MACQUEEN and MACQUEEN shall be required to accept the return of

the Apparatus and reimburse the Village for the full purchase price within thirty (30) days of a demand therefor.

SECTION 7. Copyright or Patent Infringement. MACQUEEN agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, components, systems, or services provided by MACQUEEN that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

SECTION 8. Indemnification. MACQUEEN shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of MACQUEEN under this Agreement. This provision shall survive termination of this Agreement.

SECTION 9. Equal Employment Opportunity. During the performance of this Agreement, the MACQUEEN agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for

each job classification for which employees are hired in such a way that minorities and women are not underutilized.

SECTION 10. Sexual Harassment. MACQUEEN, as a party to a public contract, certifies that it has a written sexual harassment policy.

SECTION 11. Drug Free Work Place. MACQUEEN, as party to a public contract, certifies and agrees that it has a drug free workplace policy and will provide a drug free workplace.

SECTION 12. Non-Discrimination. Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

SECTION 13. Campaign Disclosure Certificate. MACQUEEN shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit B.

SECTION 14. Patriot Act Compliance. MACQUEEN represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially

Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. MACQUEEN further represents and warrants to the Village that MACQUEEN and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. MACQUEEN hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

SECTION 15. Cooperation with FOIA Compliance. MACQUEEN acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

SECTION 16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage, Illinois.

SECTION 17. Successors and Assigns. The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

SECTION 18. Waiver of Contract Breach. The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

SECTION 19. Amendment. This Agreement will not be subject to amendment unless made in writing and signed by both parties.

SECTION 20. Severability of Invalid Provisions. If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

SECTION 21. Disadvantaged Business Enterprise (DBE) Certification. Pursuant to 35 ILCS 200/18-50.2, Company and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Company shall complete and require all its subcontractors to complete the DBE certification for this project at [www.downers.us/vss](http://www.downers.us/vss). The information necessary for the Company and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE COMPANY BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE COMPANY AND SUBCONTRACTORS HAVE BEEN COMPLETED.

SECTION 22. Notice. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first-class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Manager

Village of Downers Grove

850 Curtiss Street

Downers Grove, IL 60515


MacQueen Equipment, LLC

1125 7th Street East

St. Paul, MN 55106

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

MacQueen Equipment, LLC

By:  \_\_\_\_\_  
Brian Young

Title: Director of Sales

Date: April 1, 2026

Village of Downers Grove

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## Exhibit B

### Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor / proposer / bidder / vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.



\_\_\_\_\_  
Signature

Brian Young  
\_\_\_\_\_

Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

\_\_\_\_\_  
Name of Contributor (company or individual)

\_\_\_\_\_  
To whom contribution was made.

\_\_\_\_\_  
Year contribution made

\$ \_\_\_\_\_

Amount

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name