

**BOARD OF PUBLIC WORKS AND SAFETY**

**RESOLUTION NO 26-05**

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY  
OF THE CITY OF GREENWOOD APPROVING AND AUTHORIZING  
THE SALE OF A 2017 SPARTAN/HACKNEY GLADIATOR FIRE TRUCK**

WHEREAS, the Board of Public Works and Safety (the "Board") is a duly organized and existing political subdivision of the City of Greenwood, State of Indiana;

WHEREAS, pursuant to Indiana law, the Board of Public Works and Safety is the purchasing agency for the Fire Department, and, as such, is authorized to dispose of or sell surplus property no longer required by the Fire Department;

WHEREAS, the Chief of the Greenwood Fire Department has indicated that a 2017 Spartan/Hackney Gladiator, VIN 457AU2D92JC083569 (the "Vehicle") is no longer needed or is unfit for the purpose for which it was intended and is therefore surplus property;

WHEREAS, the Chief has gauged interest from other Fire Department's in the County and in the State of Indiana in acquiring the surplus property, but did not receive any interest from other Fire Departments;

WHEREAS, the surplus property is one item with a value greater than \$1,000.00 and is therefore subject to the public sale requirements within Ind. Code §5-22-22 *et seq.*;

WHEREAS, the Fire Chief and Controller recommend that the surplus property be sold by advertising in a public sale with the company *Garage*, which is the operator of a national vehicle and equipment transaction marketplace intended to facilitate the buying and selling of pre-owned firefighting equipment;

WHEREAS, the Board finds that the 2017 Spartan/Hackney Gladiator, VIN 457AU2D92JC083569, is no longer needed or is unfit for the purpose for which it was intended and is therefore surplus property and that the Fire Chief is authorized to advertise the surplus property for public sale using *Garage*.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF GREENWOOD, INDIANA THAT:


Section 1. Chief of the City of Greenwood Fire Department, acting on behalf of the Board, is hereby authorized to advertise for public sale the 2017 Spartan/Hackney Gladiator, VIN 457AU2D92JC083569 using *Garage*, to sell the Vehicle to the highest responsible bidder, and is authorized to enter into and execute all necessary and related documents approved by the Office of Corporation Counsel necessary effectuate the sale. This authorization includes all related and incidental contracts and agreements.

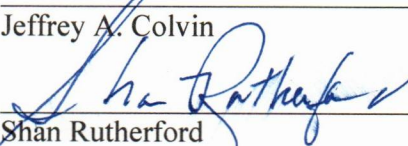
Section 2. Upon receiving notice from the Fire Chief of a successful or pending sale, the Board will issue a Bill of Sale to the highest responsible bidder by subsequent Resolution.

Section 3. This Resolution shall take effect immediately upon its approval and adoption.

PASSED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF GREENWOOD, INDIANA this 1st day of June, 2026, by a vote of 2 ayes, 0 nays.

**BOARD OF PUBLIC WORKS AND SAFETY**

  
\_\_\_\_\_  
Kevin A. Hoover

\_\_\_\_\_  
Jeffrey A. Colvin  
  
\_\_\_\_\_  
Shan Rutherford

ATTEST:

  
\_\_\_\_\_  
Amanda Leach, Clerk

ADDENDUM

This Addendum to the Garage Promotional Service Agreement (“Agreement”) is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by the City of Greenwood and Garage, 169 Madison Avenue, Suite 38134, New York, NY 10016 (“Garage”). The City and Garage are sometimes collectively referred to herein as the "Parties" and individually as a "Party". The Parties hereby agree as follows:

1. Effect of Addendum. This Addendum is an addendum to the Garage Promotional Service Agreement (“Agreement”). To the extent that the terms of this Addendum conflict with the terms of the Agreement, this Addendum shall control. All other provisions of the Agreement shall remain in force.

2. Payment of Compensation by City to Garage. To clarify the payment provisions set forth in the Agreement, all payments made by the City shall be in accordance with Indiana Code § 5-17-5-1 *et seq.*, the Prompt Payment Statute. Payment shall be due following receipt of the goods, supplies, and/or services in accordance with Indiana Code § 5-11-10-1.6, and no payment shall be made in advance of receipt of goods, supplies, and/or services. Payment due dates and late charges shall be determined in accordance with, and be subject to, the Indiana Prompt Payment Statute found at Ind. Code § 5-17-5-1 *et seq.* The City is a tax-exempt entity and shall provide reasonable documentation of the same to Garage Promotional Service Agreement, and any charges to the City under the Agreement shall not include taxes except when required by law.

3. Non-Discrimination. Garage and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of the employee’s race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, familial status, or United States military service veteran status. Breach of this section shall be regarded as a material breach of the Agreement.

4. Taxpayer Identification Number. Garage shall provide the City with a completed Form W-9 Request for Taxpayer Identification Number at the time of execution of this Addendum.

5. Investment Activities in Iran. Garage represents that it is not engaged in investment activities with Iran as prohibited by Indiana Code § 5-22-16.5-8 and that it is not on the list published and/or endorsed by the State of Indiana pursuant to Indiana Code § 5-22-16.5-9 as a Company engaged in investment activities in Iran.

6. E-Verify. Garage affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. Garage shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Garage shall not be required to participate should the E-Verify program cease to exist. Garage shall not knowingly employ or contract with an unauthorized alien, and shall not retain an employee that Garage subsequently learns is an unauthorized alien. Garage agrees to sign and

return the City’s E-Verify Affidavit, attached to this Addendum, as required by Indiana Code § 22-5-1.7-3.

7. Independent Contractor. The Parties agree that Garage is an independent contractor as that term is commonly used and is not an employee of the City. As such, Garage is solely responsible for all taxes and none shall be withheld from the sums paid to Garage. Garage acknowledges that it is not insured in any manner by the City, for any loss of any kind whatsoever. Garage has no authority, express or implied, to bind or obligate the City in any way and the City is not responsible for the actions of the Garage, whether those actions are negligent or otherwise.

8. Governing Law and Venue. The Parties agree that any State action related to the Agreement shall be brought in Johnson County, Indiana, and any federal action related to the Agreement shall be brought in the Southern District of Indiana, Indianapolis Division, and neither Party shall remove the action to another venue.

9. Confidentiality. To clarify and amend the provisions regarding confidential information. The City is a governmental entity subject to public record disclosure, retention, and destruction in accordance with the Indiana Access to Public Record Act, Ind. Code§ 5-14-3-1 *et seq.* and the Indiana Preservation of Public Records Act, Ind. Code § 5-15-1-1 *et seq.*

IN WITNESS WHEREOF, the Parties have caused this Addendum to be made and entered into effective as of the date above written.

THE CITY OF GREENWOOD, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY

GARAGE

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

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

Mark W. Myers, Mayor

\_\_\_\_\_  
Printed Name and Title

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

Authorized by the Board of Public Works and  
Safety at a Public Meeting on \_\_\_\_\_, 2026





The Marketplace for  
Municipal Vehicles & Equipment

## Garage Promotional Service Agreement

This Promotional Service Agreement (the "Agreement") is entered into as of \_\_\_\_\_  
by and between: Facilitator: Garage Technologies, Inc., a Delaware C Corporation, (hereinafter  
referred to as the "Facilitator")

Seller: \_\_\_\_\_, located at  
\_\_\_\_\_ (hereinafter referred to as the "Seller")

Listing Name / Title: \_\_\_\_\_ (the specific  
Equipment listing to which this Agreement exclusively applies)

### **Recitals:**

WHEREAS, the Facilitator is acting as an intermediary to introduce potential buyers  
(collectively, the "Buyers") to the Seller for the purpose of facilitating the sale (the  
"Transaction") of the above-referenced Equipment listing on the Facilitator's platform

WHEREAS, the Seller acknowledges the valuable services provided by the Facilitator and desires  
to ensure that the Facilitator is compensated for these services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein  
contained, the parties hereto agree as follows:

### **1. Non-Circumvention**

The Seller hereby irrevocably agrees not to directly or indirectly contact, deal with, or otherwise  
become involved in any transaction with any Buyer introduced by the Facilitator, without the  
involvement of the Facilitator.

### **2. Confidentiality**

The parties agree that all information shared between them during the course of the Transaction  
shall be kept confidential and shall not be disclosed to any third party without prior written  
consent from the other parties.

### **3. Compensation**



The Seller agrees that the Facilitator shall be entitled to a commission of 5 % of the Transaction's value upon the successful completion of the Transaction with a Buyer introduced by the Facilitator. The Facilitator's commission shall be paid within 30 days of the completion of the Transaction.

#### **4. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of Indiana State.

#### **5. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

#### **6. Amendments**

This Agreement may not be amended or modified except in writing signed by both parties.

#### **7. Scope and Term**

This Agreement applies solely to the single Transaction identified by the Listing Name / Title set forth above. Upon completion or abandonment of that Transaction, this Agreement shall automatically terminate and shall not extend to any other listing, equipment, or future transaction between the parties.

Notwithstanding the foregoing, any provisions which by their nature should survive termination — including but not limited to confidentiality obligations and compensation earned before termination — shall survive.

IN WITNESS WHEREOF, the parties hereto have executed this Promotional Service Agreement as of the day and year first above written.



The *Marketplace* for  
Municipal Vehicles & Equipment

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**Facilitator:** Garage Technologies, Inc.

**Seller:**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

### Specification Sheet for Rescue 91

#### Chassis

- Cab – 2017 Spartan 4 door 24” raised roof cab, advanced occupant protection system, painted white
- Miles – 22,300
- Hours – 2,455
- GVWR – 48,500 lbs.
- Wheelbase – 237.5”
- Brakes – ABS/ATC/ESC air brakes
- Engine – Cummins L9 450HP EPA 2017 with Jake brake
- Transmission – Allison 3000 Gen V-E I/O Package 227/Rescue with aggressive shift down
- 12V DC Mux load management multiplex electrical system
- 6 - group 31 batteries
- Kussmaul battery charger and load manager
- Shore power inlet
- Fuel tank – 50 gallon capacity
- Alternator – 360A Niehoff
- 25 KW PTO Onon generator
- Air horns
- Federal Q2B siren and electronic
- Whelen LED package
- Whelen scene lights
- Polished aluminum rims

#### Body

- Aluminum Hackney body painted white
- Diamond plate recessed roof walkway with top compartments
- Roof access ladder electric operated – ADS (Auto Deploy Staircase)
- Roll up doors
- Front bumper storage compartment for extrication tools
- 2 - air reels one each side 150’
- 2 – 120V electric reels one each side 150’
- Rear ladder storage compartment with Duo Safety - 28’ extension, 16’ combo A-frame, 10’ attic ladders including 6 pike poles
- Various shelving and some pull out tilt down and transverse tool board
- Integrated fold up steps in compartments one each side
- Command Light – CL602A-FS – (6) 220V FRC Spectra LED
- LED scene lighting mounted on all sides of the truck
- Oil dry compartment with dispenser
- 2 - 6000 PSI D.O.T. cylinders cascade system with fill station
- SCBA bottle storage in wheel wells

- 9000 lbs. Warn winch with access ports on all sides of the truck

Comes with book of manuals and specifications