



## STAFF REPORT

DATE: October 15, 2024

ITEM #:

**TO:** City Council

**FROM:** Dustin Kalis, Fire Chief

**AGENDA ITEM:** Purchase CIP Project F-009 – Tender 2 Replacement

**REVIEWED BY:** Nicole Miller, City Administrator

Clarissa Hadler, Finance Director

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### BACKGROUND:

The Fire Department is requesting to purchase one new replacement fire engine and equipment as part of the department's vehicle replacement program. The 2025 – 2034 Capital Improvement Plan included the replacement of Tender 2 in 2027. This purchase will replace our current Tender 2 purchased in 2007. This project was initially presented to council during the budget workshop on August 27, 2024.

The new engine is scheduled for replacement in our 2027 CIP consistent with our established vehicle replacement program. This was originally budgeted as a 2027 CIP purchase but due to rapidly increasing costs (4% - 10% annually) and the significant length of replacement build time, this request to purchase is being presented now. Since the workshop, staff has worked with the manufacturer on securing a 2024 diesel engine that will provide a \$50,000 project savings over a 2025 model. Current build time is currently estimated at 26 – 30 months from time of order. The vehicle being replaced will be sold upon the arrival of the new engine.

The Fire Department is also seeking approval to utilize the Sourcewell Cooperative Purchasing Program for this purchase. This cooperative purchasing program allows the City of Lake Elmo purchasing opportunities at a reduced cost avoiding the formal bidding process. This allows the fire department to work directly with a specific manufacturer to ensure we are purchasing the best apparatus that will meet the needs and demands of the fire department while assuring financial value. This process is compliant with Minnesota State Statutes and the City of Lake Elmo Purchasing Policy. This process has been used for the previous purchases of Ladder 1, Rescue 1, Tender 1 and Engine 1.

The department will purchase this fire engine from Rosenbauer Minnesota, LLC who has been the manufacturer of all of our current large apparatus. By staying with Rosenbauer, we maintain fleet consistency of our large front-line apparatus. This apparatus will share the same cab and chassis that are already familiar to our staff and provide an ease of maintenance and long-term costs.

ISSUE BEFORE COUNCIL:

Whether or not to authorize the City Administrator to enter a contract for replacement of Tender 2 as structured with Rosenbauer Minnesota, LLC, utilizing Sourcewell cooperative purchasing program as well as the associated equipment and equipment mounting costs not to exceed \$1,177,000.00.

PROPOSAL DETAILS/ANALYSIS:

Proceeding with this purchase will benefit the city and its citizens with an updated first due firefighting engine that is purpose designed as an emergency response vehicle and will provide better features for the purpose of emergency response, responder safety and equipment storage.

The fire department replaces vehicles on a rotating basis based on each individual vehicles need. The engine will be utilized by all fire department staff to respond to emergency incidents 24 hours a day 365 days per year to provide critical response capabilities to our city. This vehicle is expected to be in service for 20 years.

FISCAL IMPACT:

Budgeted in the fire department's 2027 CIP, is an amount of \$1,100,000 for this vehicle. Loose tools and equipment needed for this replacement vehicle will be funded by the Vehicle Replacement Fund and the Fire Department Equipment and Project Fund and are estimated at \$75,000.

Rosenbauer Commander chassis and body per specifications: \$1,120,924.00

Chassis early payment deduction (3.84%): \$-19,477.00 (based on chassis cost of \$507,150.00)

Chassis and body total: \$1,101,447.00

Loose tools, equipment, miscellaneous costs: \$75,000.00

Tender 2 Replacement Project Total: \$1,176,447.00

Estimated Sale Price of Tender 2 (2027): \$125,000 - \$150,000

OPTIONS:

- 1) Approve the purchase of one new Engine and equipment.
- 2) Deny purchase.

RECOMMENDATION:

***Motion: "To approve purchase of 2027 CIP Project, F-009 Tender 2 Replacement, from Rosenbauer Minnesota, LLC, as well as the associated equipment and equipment mounting at a total project cost not to exceed \$1,177,000.00 and declare the 2007 Spartan Gladiator Tender Pumper as retired equipment and approve the sale of Retired Equipment as detailed in the City's Purchasing Policy upon delivery of new apparatus."***

ATTACHMENTS:

1. Rosenbauer / Sourcewell Pricing Purchase Order (Contract #113021-RSD)
2. Truck Drawing



## PURCHASE ORDER

Purchaser		SUPPLIER	
<b>Purchaser:</b>	City of Lake Elmo	<b>Contract #:</b>	Sourcewell Contract #: 113021-RSD
<b>Address 1:</b>	3880 Laverne Ave. North	<b>Supplier:</b>	Rosenbauer Minnesota, LLC
<b>Address 2:</b>		<b>Address 1:</b>	5180 260th Street
<b>City, State, Zip:</b>	Lake Elmo, MN 55042	<b>Address 2:</b>	PO Box 549
		<b>City, State, Zip:</b>	Wyoming, MN 55092

<b>Purchase Order Number:</b>		<b>Delivery in Calendar Days</b> , after approved production ready specifications are released:	660
<b>Date:</b>	10/8/2024	<b>Member #</b>	

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$1,120,924.00	\$1,120,924.00
*Note: If chassis amount of \$507,150.00 is paid upon arrival at our plant in Minnesota, deduct \$19,477.00 each			
<b>TOTAL</b>			\$1,120,924.00

<b>NOTES:</b>	
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<b>Rosenbauer Dealer :</b>	General Safety Fire Apparatus
<b>Salesperson:</b>	Steve Harris
<b>Signature:</b>	

<b>Purchaser:</b>	City of Lake Elmo
<b>Print Name:</b>	
<b>Title:</b>	
<b>Date</b>	
<b>Signature:</b>	



**APPENDIX C  
CHANGE ORDER POLICY**

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

**Change Window #1**

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

**Change Window #2**

All changes are subject to a 25% mark-up. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

**Change Window #3**

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

**Change Window #4**

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

*\*Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

**INFLATIONARY NOTICE**

Due to unprecedented volatility with inflationary pressures in our economy and existing market demand creating substantial production backlogs, Rosenbauer America reserves the right to potentially request price escalation under this contract. To be fair and reasonable, any potential price escalation request will be presented and supported with specific evidence of supply chain cost increases from material or component providers. Upon request, this may include copies of invoices from relevant suppliers to substantiate accordingly. Any request will be done in a timely manner for careful review and consideration.

**BUYER INITIALS:** \_\_\_\_\_

**APPENDIX D  
CANCELLATION POLICY**

This cancellation policy is intended to outline the costs associated with canceling a contract after the vehicle has been ordered.

**Cancellation Window #1**

All requests for cancellation from order entry until the preconstruction meeting is held will incur a \$5,000 cancellation fee.

**Cancellation Window #2**

All requests for cancellation after the pre construction until the specifications have been released to engineering will incur a \$10,000 cancellation fee.

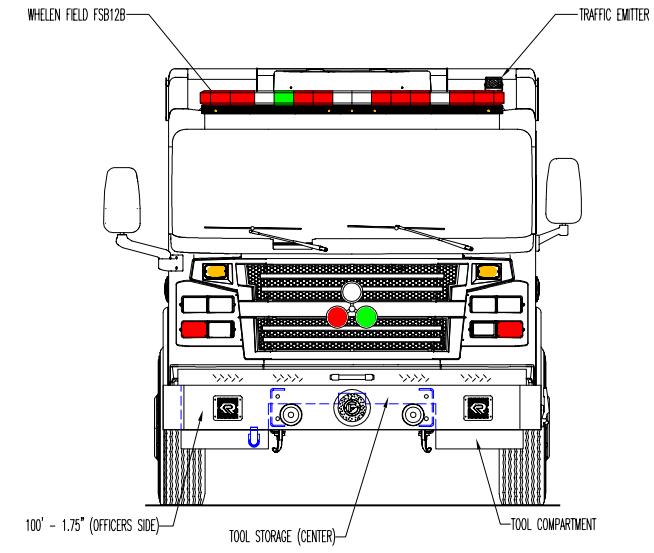
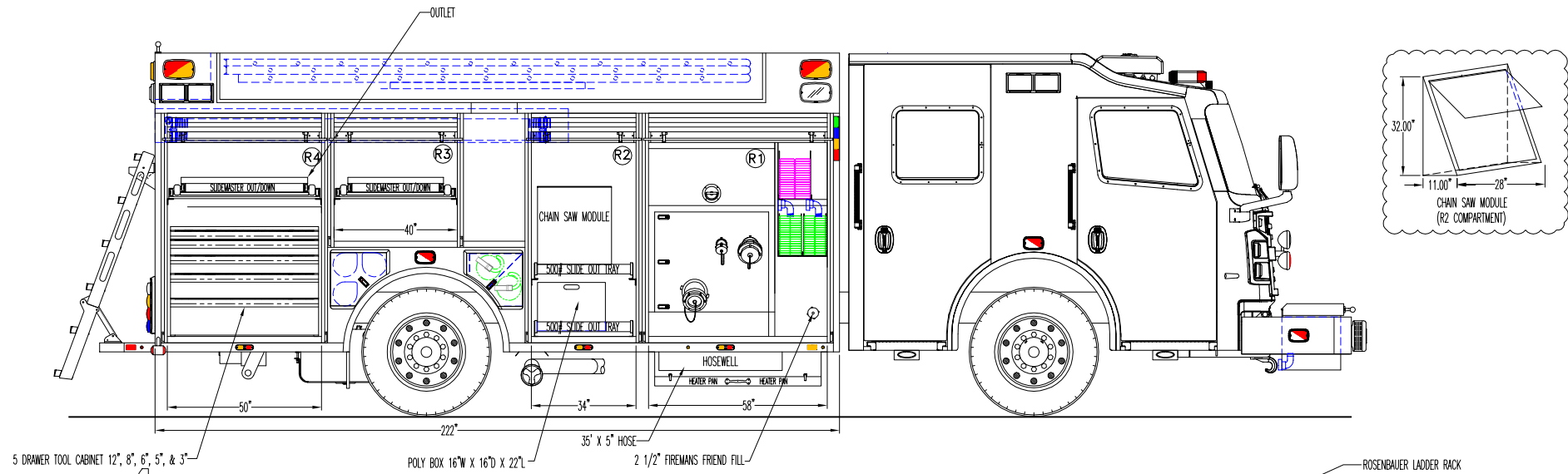
**Cancellation Window #3**

All requests for cancellation after the specifications have been released until the truck starts in production will incur a \$15,000 cancellation fee in addition to evaluation of materials that have been ordered

**Cancellation Window #4**

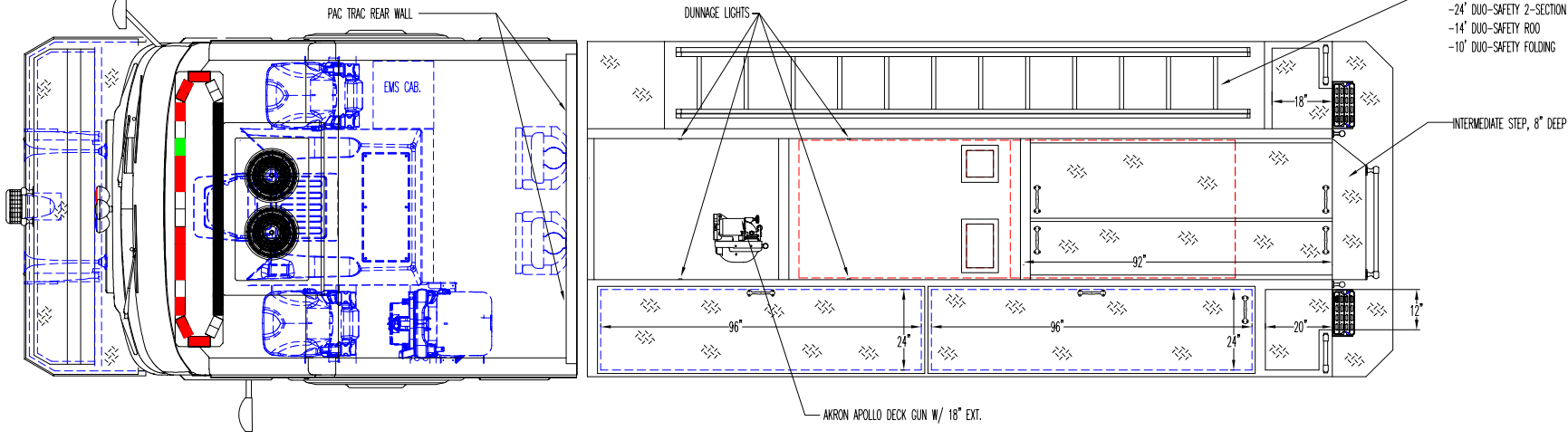
All requests for cancellation while the truck is in production will be subject to review and charged based material and production time.

**BUYER INITIALS:** \_\_\_\_\_

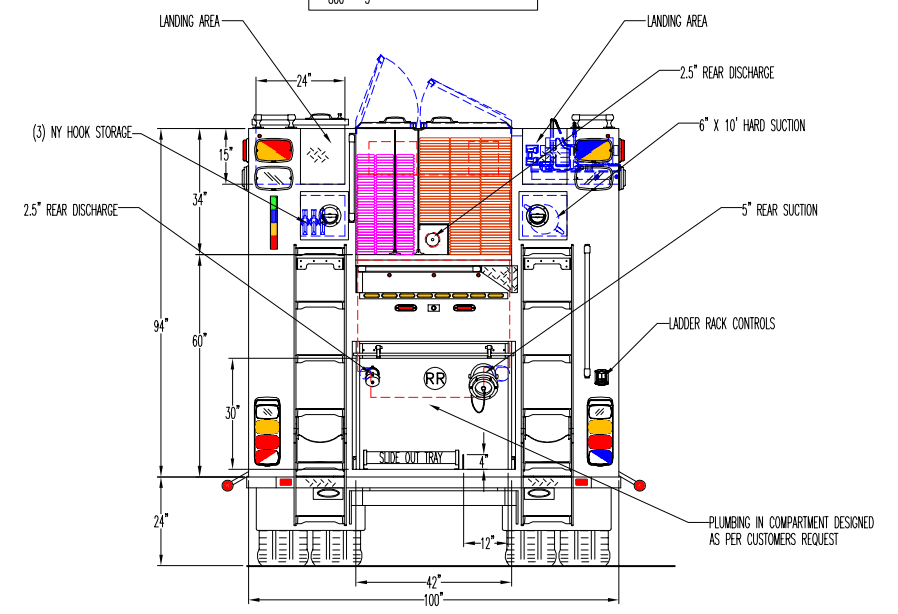
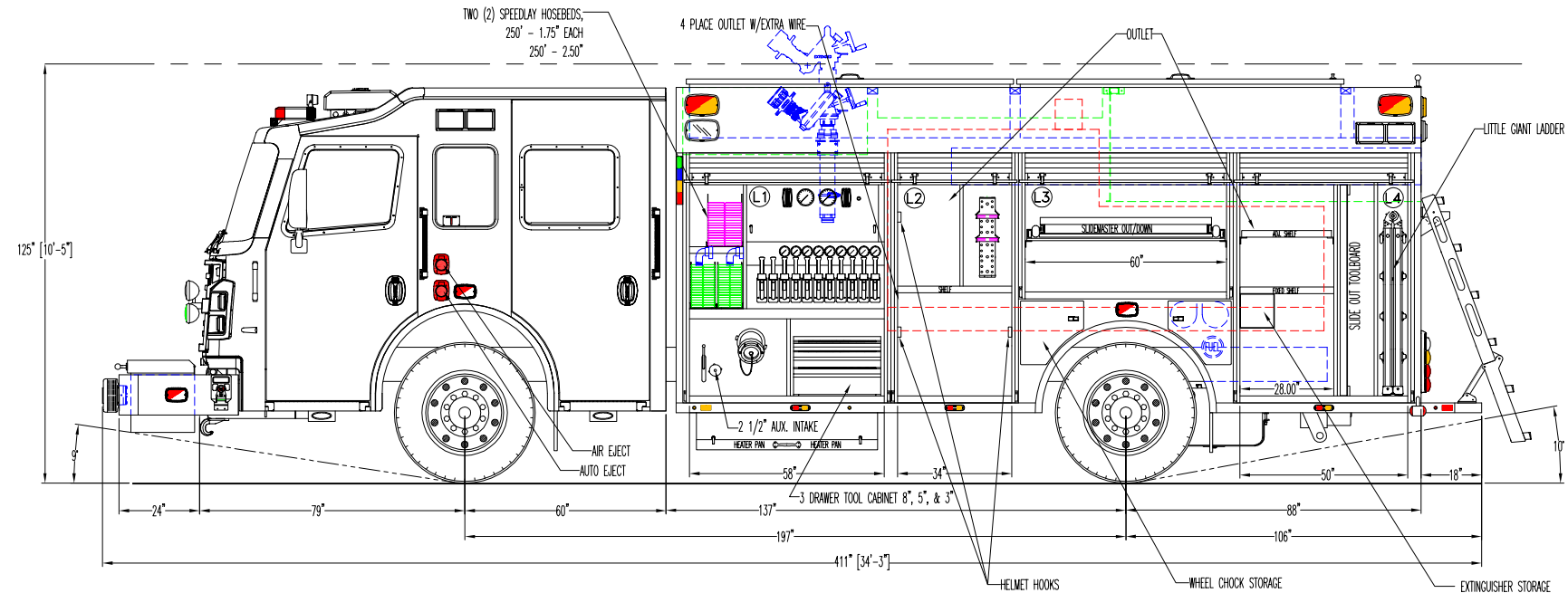


COMPARTMENT DIMENSIONS

LOCATION	WIDTH	HEIGHT	DEPTH	VOLUME IN CUBIC FEET
L1	58	63	12	25.4
L2	34	63	26	32.2
L3	60	32	26	28.9
L4	50	63	26	47.4
R1	58	63	12	25.4
R2	34	63	26	32.2
R3	40	32	26	19.3
R4	50	63	26	47.4
RR	42	30	24	17.5



MAIN HOSEBED CAPACITY: LEFT TO RIGHT  
 - 600' - 2.5"  
 - PRECONNECTED 200' - 2.5"  
 - 800' - 5"



- NOTES:
- OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
  - DO NOT SCALE DRAWING.
  - ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
  - DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
  - INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

REVISID: - DATE: -  
 REVISID: - DATE: -  
 REVISID: - DATE: -  
 DRAWN: TAA DATE: 10-03-2024 (P8099-10)

PROPRIETARY AND CONFIDENTIAL  
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ROSENBAUER. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ROSENBAUER IS PROHIBITED.

APPROVED BY:

MAXIMUM HEIGHT	-	TANK: 900/20 FOAM
MAXIMUM LENGTH	-	TYPE: PUMPER
BODY WIDTH	100"	AERIAL: -

CHASSIS: COMMANDER R6011  
 PUMP: ROSENBAUER N55 1250 GPM PTO

=PROPOSED=  
LAKE ELMO, MN.

ROSENBAUER EXT

JOB NUMBER	DRAWING NUMBER	REV
-	D00577	01