

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on _____, 2026 (the "Effective Date"), by and between the City of Vadnais Heights, a Minnesota municipal corporation ("Seller"), and City of Saint Paul, a Minnesota municipal corporation ("Buyer").

In consideration of the mutual promises, representations, warranties and covenants hereinafter set forth, it is hereby agreed as follows:

1. The Purchase and Sale of Personal Property. Seller agrees to sell, transfer, convey and assign to Buyer, and Buyer agrees to purchase from Seller, free and clear from all liens or security interests, the following:

A 1999 Pierce Dash 105 HD ladder truck, VIN 4P1CT02E0YA000189, together with the keys, manuals, records, equipment and accessories as further listed in Exhibit A attached hereto and any applicable transferrable warranties (the "Apparatus").

2. Purchase Price and Delivery Date. The total purchase price (the "Purchase Price") for the Apparatus shall be dependent on the date the Apparatus is delivered to Buyer (the "Delivery Date"). If the Delivery Date is on or before April 30, 2026, the Purchase Price shall be **One Hundred Twenty Thousand Dollars (\$120,000.00)**. If the Delivery Date is on or after May 1, 2026, the Purchase Price shall be **One Hundred Ten Thousand Dollars (\$110,000.00)**. Under no circumstances shall the Delivery Date be before January 1, 2026, or after December 31, 2026. If the Delivery Date has not occurred by January 1, 2027, this Agreement is automatically terminated on said date. Buyer shall pay the Purchase Price on the Delivery Date.

3. Taxes and Fees. Unless otherwise stated, Buyer is responsible for all applicable sales taxes and title, registration, inspection, emissions, and documentation fees. Seller shall be responsible for removing any liens or encumbrances existing prior to the Delivery Date and for providing lien release documentation at or before the Delivery Date.

4. Condition of Apparatus.

a. Prior to the Delivery Date, Seller shall make or cause to be made the repairs identified during the October 31, 2025, Buyer test drive.

b. From the Effective Date to the Delivery Date, Seller shall maintain the Apparatus in accordance with prudent, reasonable standards, including maintaining appropriate insurance covering the Apparatus.

c. In the event of a mechanical defect or damage to the Apparatus occurring or becoming known prior to the Delivery Date, Seller shall immediately notify Buyer, who shall have the option to terminate this Agreement.

d. Seller shall disclose to Buyer all known material defects and known accident history of the Apparatus as of the Delivery Date and shall provide Buyer with all available service records.

5. No Warranties (As-Is Sale). EXCEPT FOR TITLE AND LIEN WARRANTIES AND THE CONDITIONS SPECIFIED IN SECTION 4, THE APPARATUS IS SOLD "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING

WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BUYER HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

6. Title; Liens; Transfer of Ownership. Seller warrants that Seller is the lawful owner of the Apparatus free and clear of all liens and encumbrances and has the unqualified right to transfer the Apparatus to Buyer with no additional consent required. Upon receipt of the Purchase Price, Seller shall deliver to Buyer the properly assigned certificate of title, the Bill of Sale as attached in Exhibit B, odometer disclosure, and any lien release(s), enabling Buyer to register and title the Vehicle.

7. Conditions Precedent to Obligations of Seller. Seller will have received delivery of a new aerial truck in replacement of the Apparatus and shall have inspected, accepted and conducted 30 days of training on said truck prior to the Delivery Date.

8. Governmental Approvals. This Agreement is contingent upon Buyer and Seller obtaining all necessary approvals from their respective governing bodies. If required approvals are not obtained despite a party's good-faith efforts, either party may terminate this Agreement by written notice.

9. Governing Law. This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

10. Force Majeure. Neither party shall be held liable for failure or delay in performing its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, acts of terrorism, civil unrest, labor disputes, embargoes, government orders, pandemic or epidemic, natural disasters, or other events of a similar nature, provided that such event was not reasonably foreseeable and could not have been prevented through reasonable diligence.

The party claiming force majeure must promptly provide written notice to the other party upon becoming aware of the force majeure event. This provision does not excuse payment obligations for services rendered or expenses incurred prior to the force majeure event.

11. Severability. If any portion of this Agreement is judicially determined invalid, that invalidity shall not affect the remaining portions of this Agreement.

12. Waiver. Any parties' failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

13. Notices. Any notice given under this Agreement shall be in writing and sent by certified mail to the respective party the following addresses:

Seller: City of Vadnais Heights
Attn: Kurt Frison, Fire Chief
800 County Road E East
Vadnais Heights, MN 55127

Buyer: Saint Paul Fire Department
Attn: Assistant Chief Melquist
645 Randolph Ave
Saint Paul, MN 55102

14. Headings. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.

15. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

16. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

17. Entire Agreement. This Agreement, its attachments and exhibits set forth the entire understanding of the parties with respect to the subject matter covered hereby and supersedes all prior Agreements, and may be amended or altered only by a writing signed by all parties to this Agreement.

18. Assignment. This Agreement shall be binding on, and shall inure to the benefit of the parties, and their respective heirs, devisees, legal representatives, successors and assigns. Seller may not assign its rights and obligations under this Agreement without the consent of Buyer. Buyer may not assign his rights and obligations under this Agreement without the consent of Seller.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURES

City of Saint Paul

Gregory Duren
Interim Fire Chief

Date _____

Libby Kantner
City Attorney, Approved as to Form

Date _____

Laura Logsdon
Interim Director of Financial Services

Date _____

Andrea Ledger
Interim Director of HREEO

Date _____

Erica Schumacher
First Assistant Mayor

Date _____

City of Vadnais Heights

Mike Krachmer
Vadnais Heights Mayor

Date _____

Kevin Watson
City Administrator

Date _____

Exhibit A

EQUIPMENT AND/OR ACCESSORIES

CAB:

CAD mount

Cold front grill cover

Officer Side Rear Compartment:

Halligan x2

D-Handle pike pole x1

Flathead axe x1

Rear:

Ladders: 16', 14' 24', 35', 14' 2-section, 10' folding ladder

8' pike pole x1

12' pike pole x1

Engineer side:

Rear compartment:

ladder belts x3 (Unknown Date)

fall protection lanyard x1

Above axle:

Flood lights x2

Engineer compartment:

Adapter mounts

Aerial/Ladder:

8' pike pole x1

Pick head axe x1

Exhibit B
BILL OF SALE

FOR VALUABLE CONSIDERATION, seller hereby sells and conveys to Buyer fire the following property:

A 1999 Pierce Dash 105 HD ladder truck, VIN 4P1CT02E0YA000189, together with the keys, manuals, records, equipment and accessories listed in Exhibit A attached hereto and any applicable transferrable warranties (the "Apparatus").

Seller warrants that Seller is the owner of the Apparatus, that the Apparatus is free from all encumbrances and that Seller has the right to sell and convey the Apparatus to Buyer. Seller agrees to warrant and defend the title of the Apparatus to Buyer against any and all person(s) who claim title to the Apparatus. This bill of sale shall bind Seller and benefit Buyer and their successors and assigns.

Date: _____, 2026

City of Vadnais Heights, SELLER

Attest:

By _____

Its Mayor

By _____

Its City Administrator

[INSERT NOTARY BLOCK]