



**City Council – Meeting Agenda  
March 10, 2020 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
  - Approve minutes of February 4, 2020.
  - Adopt Resolution #2020-04 Use Permit with State of MN Department of Transportation.
  - Adopt Resolution #2020-05 Accepting Donation.
  - Approve closing of 3<sup>rd</sup> Avenue for Vet Horse Clinic on April 20, 2019.
  - Approve Indemnification and Hold Harmless Agreement with Mille Lacs Vet Clinic.
  - Approve police department policy updates.
  - Cease backgrounding for Raul Da La Cruz, for lack of completion of background packet.
  - Approve hiring of part-time police officer, Brian Kothman.
  - Approve payment of bills.
5. Mayor's Comments & Open Forum
6. Department Reports:
  - Police Department –Katie McMillin
  - City Engineer – Jon Halter
    - Update on City Hall Alley Project.
  - Public Works – Mark Pappenfus
  - Fire Department – Mark Pappenfus
    - Approve purchase of SCBA's for Fire Department with FEMA Grant.
  - Administration – Sarah Brunn
    - Update on rental and nuisance violations.
    - Update on planning commission activities.
    - Update on comprehensive plan update.
7. Old Business
  - Update on wastewater project.
8. New Business
9. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – February 4, 2020

The Foley City Council held a regular meeting on February 4, 2020, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Rosalie Musachio Gary Swanson and Jack Brosh.

Members Absent: None

The pledge of allegiance was recited.

Motion by Swanson, seconded by Gondeck, to approve the agenda. Motion carried, unanimous.

**Consent Agenda**

Motion by Gondeck, seconded by Brosh, to approve the consent agenda, which includes the following:

- Approve minutes of January 7, 2020.
- Approve audit contract with Schlenner & Wenner for reporting years of 2019-2021.
- Adopt Resolution #2020-03 Accepting Donation.
- Accept resignation of firefighter Nathaniel Lease.
- Accept resignation of Brady Akerson, part-time police officer.
- Approve hiring of Raul Da La Cruz for part-time police officer position.
- Approve payment of bills paid for by checks #51918 - #51981.

Motion carried, unanimous.

**Novel Energy Solutions**

Eric Einan was at the meeting to give an overview of the community solar program. Einan indicated this would be to subscribe to a new garden that is being proposed very close to the city limits of Foley. Brosh asked about the amount of acreage to produce one megawatt and it was indicated about 6-7 acres of property. Einan indicated this program is different than others in that there is less of a commitment where you can get out after 10 years or choose to remain in it for 25 years. Some estimates were presented to the council on potential savings. The next step would be to consider a consent form pulling numbers from actual usage and get a better handle on potential savings.

**Mayor's Comments & Open Forum**

No one spoke

**Department Reports**

Police Chief Katie McMillin reviewed the monthly law enforcement report and activities of the police department. Fun with Police will be held on Feb. 13. McMillin also updated the council on a new records system being required by the state, a large-scale training drill and monitoring of the coronavirus in China.

City Engineer Jon Halter presented a proposal for a water tower inspection and repair. The proposal for inspection is estimated at \$14,320 which includes bid preparation for painting and repairs which we will recommend in a year or two. There was some brief discussion on a timeline for additional storage and where we are at with funding. Motion by Swanson, seconded by Gondeck, to approve the proposal proceeding with the inspection. Motion carried, unanimous.

Halter then presented a proposal for additional flow monitoring and smoke testing as part of the inflow and infiltration on the city side of infrastructure. The total proposal is estimated at \$48,360 and would be paid for by sewer funds. City staff suspects some significant leakages occurring and this flow monitoring should help identify to reduce our treatment costs. Motion by Gondeck, seconded by Swanson, to approve the proposal. Motion carried, unanimous.

Halter also indicated the trail plans for Highway 25 are through some of the approval process and hopefully will be on the next council agenda to authorize a bid process.

Public Works Director Mark Pappenfus updated the council on the activities of the public works department. Pappenfus requested the council's permission to dispose of the old play structure at Lion's Park. Motion by Gondeck, seconded by Swanson, to approve soliciting quotes and authorizing disposal. If no quotes are received staff is directed to take it down and dispose of it. Pappenfus also presented a proposal for replacement on the slide and swing set at Holdridge Park. There was discussion on the existing equipment and grant opportunities possibly for it as it's not in the current budget. Pappenfus also updated the council on a structurally deficient bridge in town and a future project that will need to occur in the future on 3<sup>rd</sup> Avenue/Highway 23.

Fire Chief Mark Pappenfus indicated he will be presenting the disbursement for matching funds on the FEMA grants for fire equipment at the next meeting. Pappenfus also indicated that he is intending to apply for another FEMA grant for additional fire equipment and the city would be responsible for a 5% match if received. Brosh asked about staffing levels of the fire department.

City Administrator Sarah Brunn updated the council about a public hearing being held next week regarding the county solar garden ordinance. Brunn and Councilmember Gondeck have attended prior planning meetings regarding the installation of solar gardens within the urban growth boundary established by the Benton County Comprehensive Plan. Brunn requested council to attend the public hearing being held on Feb. 13 and also direct staff to submit comments in writing. The council directed Brunn to draft a letter to be signed by the mayor and provided to councilmembers who will be attending.

Brunn also provided an update regarding upcoming election training to prepare for the first presidential primary election to be held on March 3. Brunn also asked for council direction on assessing penalties on water/sewer bills on Feb. 29. This would follow the current city ordinance and help prepare residents and business owners for change in water/sewer billing frequency. The council directed staff to proceed but first provide notice of this change on social media, website and in the Benton County News.

### **Old Business**

Brunn updated the council on being invited to the Capitol on Thursday, Feb. 6 to participate in a media event for the kick-off of the session. The Coalition of Greater MN Cities has requested Foley to present on our wastewater project encouraging funding of the state programs. Brunn also provided the council with a lobbying proposal in order to push our \$10 million bonding request at the state level. Bettendorf indicated support of the lobbying proposal, Brosh indicated concern over spending \$15,000 on the services. The councilmembers discussed how crucial funding is to moving forward our project. Motion by Musachio, seconded by Bettendorf, to approve the proposal and contract. Gondeck, Musachio, Bettendorf, Swanson – aye. Brosh – nay. Motion carried.

Motion by, seconded by, to adjourn. Motion carried, unanimous.

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Sarah A. Brunn, Administrator

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**LIMITED USE PERMIT**

C.S. 0507 (T.H. 25)  
County of Benton  
LUP # 0507-0009  
Permittee: City of Foley  
Expiration Date: 12/31/2030

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Foley, ("Permittee"), to use the area within the right of way of Trunk Highway No. 25 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

**Non-Motorized Trail**

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

**SPECIAL PROVISIONS**

1. **TERM.** This LUP terminates at 11:59PM on 12/31/2030 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination,

modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and

- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
  - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
  - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and

operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor  
Foley City Hall  
251 4th Ave N or P.O. Box 709  
Foley, MN 56329-0709

and to MnDOT at:



State of Minnesota  
Department of Transportation  
District 3 Right of Way  
7694 Industrial Park Rd.  
Baxter, MN 56425-8096

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
  - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
  - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
  - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
  - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

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MINNESOTA DEPARTMENT

CITY OF FOLEY

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

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

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

District Engineer

Its Mayor

Date \_\_\_\_\_

And

By: [Signature]

Its City Administrator

APPROVED BY:

COMMISSIONER OF  
TRANSPORTATION

Date 03-10-2020

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

The Commissioner of Transportation  
by the execution of this permit  
certifies that this permit is  
necessary in the public interest  
and that the use intended is for  
public purposes.

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2020 - 04

A RESOLUTION ENTERING INTO LIMITED USE PERMIT WITH THE STATE OF  
MINNESOTA, DEPARTMENT OF TRANSPORTATION

**EXHIBIT B**

IT IS RESOLVED that the City of Foley enter into Limited Use Permit No. 0507-0009 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Foley upon, along and adjacent to Trunk Highway No. 25 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the City of Foley, Minnesota, that the Mayor and the City Council are authorized to execute the Limited Use Permit.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Foley, Minnesota, at an authorized meeting held on this day of March 10, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn before me this 10<sup>th</sup> day  
of March 2020.

**Notary Public:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_  
(stamp below)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2020 - 05

A RESOLUTION ACCEPTING DONATION FOR FIRE DEPARTMENT

WHEREAS, the City of Foley encourages public donations to help defray the costs of the general public of providing services and improve the quality of life in Foley, and

WHEREAS, the Walmart Facility #8183, St. Cloud Sam's Club, has offered to donate funds for the Foley Fire Department for fire equipment, and

WHEREAS, Minnesota Statutes 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota, that this donation is hereby accepted for use by the City of Foley.

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to the St. Cloud Walmart – Sam's Club for its generous donation.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 10th day of March 2020.

\_\_\_\_\_  
Gerard L. Bettendorf, Mayor

ATTEST:

\_\_\_\_\_  
Sarah A. Brunn, City Administrator



310 Dewey St PO Box 370 FOLEY MN 56329  
(320) 968-6677

*Dr. Bonnie Miller · Dr. Alicia Murphy*

*Dr. Rochelle Fredrick*

Sarah A. Brunn  
City Administrator  
Foley City Hall  
251 4th Avenue N  
Foley, MN 56329

February 11, 2020

Dear Ms. Brunn,

Hello from Mille Lacs Veterinary Clinic! We are looking ahead to spring and making plans for our annual equine haul-in Coggins & vaccine clinic. The proposed date is April 18, 2020 and we are hoping the city will once again allow us to use the street to the west of our office for this event.

We request permission to close the block of 3<sup>rd</sup> Ave in front of our Foley clinic on that day to make room for loading and unloading horses from their trailers. The hours of the clinic are from 7:30am to 12:30pm. We would like to close the street starting at 7:00am, and it should be completely cleaned up and open by 1:00pm. As always, we plan to notify our neighbors on the block prior to the event and will ensure that their time and property are respected.

This arrangement has worked quite well the last few years and is so convenient for our staff and clients. We love being part of the Foley community and really appreciate your cooperation in this event. Please feel free to contact me at the number listed above with any questions or concerns. Thank you.

Best Regards,

Bonnie E Miller DVM

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The City of Foley, (the "City"), and Mille Lacs Veterinary Clinic, P.A., ("Clinic"), make this Indemnification and Hold Harmless Agreement (this "Agreement") effective as of April 18, 2020, (the "Effective Date").

### RECITALS

- A. The Clinic has requested to temporarily close a portion of Third Avenue, a City street, in front of the Clinic's property located at 310 Dewey Street on the morning of April 18, 2020, in order to conduct an equine vaccination event.
- B. The City has agreed to the temporary street closure on the condition that the Clinic indemnifies the City from any liabilities, costs and damages which may occur as a result of or arising out of the temporary closure of Dewey Street, or the Clinic's clientele bringing horses and horse trailers into the City.

In consideration of the mutual covenants, conditions and promises of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Indemnification.** The Clinic agrees to defend, indemnify and hold the City, its officers, agents, employees and affiliates, harmless to the fullest extent permitted by law for, from and against any and all liability, claims, damages, costs, losses and expenses (including court costs and attorneys' fees) in any way related to or arising out of: (i) any injury to or death of any person, including, but not limited to, Clinic's employees or agents; and (ii) any and all damage to or destruction of any property or loss of use of such property, including, but not limited to, damage to property of third parties, arising out of, related to or in connection with the temporary closure of the City's street, or Clinic's clientele bringing horses and horse trailers into the City, unless such injury, death, damage or destruction is caused solely by the City's negligence.

2. **Care and Coordination.** The Clinic agrees to at all times exercise reasonable precautions in accordance with all applicable governing safety regulations and will be solely responsible for the safety of its employees, agents, clients, licensees, invitees and other persons, as well as their property, while conducting the equine vaccination event. The City shall not under any circumstance be liable for the actions or omissions of the Clinic, its officers, agents, employees, clients, licensees, invitees or other persons associated with the Clinic. The Clinic agrees to at all times coordinate and cooperate with City staff on signage, traffic control, staging of trailers, controlling animals outside of trailers, and eliminating safety concerns. The Clinic agrees to notify all neighbors on the 100<sup>th</sup> block of 3<sup>rd</sup> Avenue of the equine vaccination event no later than April 16, 2020. While 3<sup>rd</sup> Avenue will be temporarily closed to through traffic during the event on April 18, 2020, the Clinic acknowledges that access to properties on the 100<sup>th</sup> block of 3<sup>rd</sup> Avenue shall not be restricted.

3. **Insurance.** The Clinic shall maintain General Liability Insurance in the amount of at least \$1,000,000.00. The Clinic shall provide the City with a certificate evidencing insurance coverage.

The parties have executed this Agreement as of the Effective Date.

CITY:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

CLINIC:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

# Foley Police Department

## Policy/Procedure Manual Modifications

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2/28/2020:

6400.2.4: Facial Hair : Page 262 : Change to allow facial hair if kept short and neatly trimmed

2/28/2020:

202.A.1.10: Mental Health/Implicit Bias/Crisis Intervention Training : Page 15 :  
Added POST mandated Training as of July 2018.



# Foley Police Department

## Policy/Procedure Manual

### Chapter 64

#### **6400 : Personal Appearance Standards**

##### **6400.1 PURPOSE AND SCOPE**

To project uniformity and neutrality toward the public and other officers of the Department, officers shall maintain their personal hygiene and appearance to project a professional image appropriate for this department and for their assignment.

##### **6400.2 GROOMING STANDARDS**

Unless otherwise stated and because deviations from these standards could present officer health safety issues, the following appearance standards shall apply to all officers, except those whose current assignment would deem them not appropriate, and where the Chief of Police has granted exception.

##### **6400.2.1 HAIR**

Hairstyles of all officers shall be neat in appearance. For male licensed officers, hair must not extend below the top edge of the uniform collar while assuming a normal stance. For female licensed officers, hair must be no longer than the horizontal level of the bottom of the uniform patch when the officer is standing erect, and worn up or in a tightly wrapped braid or ponytail.

##### **6400.2.2 MUSTACHES**

A short and neatly trimmed mustache may be worn. Mustaches shall not extend below the corners of the mouth or beyond the natural hairline of the upper lip.

##### **6400.2.3 SIDEBURNS**

Sideburns shall not extend below the bottom of the outer ear opening (the top of the earlobes) and shall be trimmed and neat.

##### **6400.2.4 FACIAL HAIR**

Short and neatly trimmed facial hair other than sideburns, mustaches and eyebrows maybe worn, with approval by the Chief of Police.

##### **6400.2.5 FINGERNAILS**

Fingernails extending beyond the tip of the finger can pose a safety hazard to officers or others. For this reason, fingernails shall be trimmed so that no point of the nail extends beyond the tip of the finger.

##### **6400.2.6 JEWELRY AND ACCESSORIES**

No jewelry or personal ornaments shall be worn by officers on any part of the uniform or equipment, except those authorized within this manual. Jewelry, if worn around the neck, shall not be visible above the shirt collar.

Earrings shall not be worn by uniformed licensed officers, investigators or special assignment personnel without permission of the Chief of Police or designee. Only one ring may be worn on each hand of the officer while on-duty.

# Foley Police Department

## Policy/Procedure Manual

### Chapter 2

#### 200 : Training

##### 200.1 : PURPOSE AND SCOPE

It is the policy of this department to administer a training program that will meet the standards of POST continuing education and provide for the professional growth and continued development of its personnel. By doing so, the Department seeks to ensure its personnel possess the knowledge and skills necessary to provide a professional level of service that meets the needs of the public.

##### 200.2 : PHILOSOPHY

The Department seeks to provide ongoing training and encourages all personnel to participate in advanced training and formal education on a continual basis. Training is provided within the confines of funding, requirements of a given assignment, staffing levels and legal mandates. Whenever reasonably possible, the Department will use courses certified by the Minnesota Board of Peace Officer Standards and Training (POST) or other regulatory or nationally recognized entities.

##### 200.3 : OBJECTIVES

The objectives of the Training Program are to:

- (a) Enhance the level of law enforcement service to the public.
- (b) Increase the technical expertise and overall effectiveness of Department personnel.
- (c) Provide for continued professional development of Department personnel.
- (d) Assist in compliance with POST rules and regulations concerning law enforcement training.

# Foley Police Department

## Policy/Procedure Manual

### 201: TRAINING PLAN

It is the responsibility of the Chief of Police or designee to develop, review, update and maintain a training plan and to ensure that mandated basic, in-service and Department-required training is completed by all officers. The plan shall include a systematic and detailed method for recording and logging of all training for all personnel. While updates and revisions may be made to any portion of the training plan at any time it is deemed necessary, the Chief of Police or designee shall review the entire training plan on an annual basis. The plan will include information on curriculum, training material, training facilities, course and student scheduling. The plan will address State required minimum mandated training for licensing of peace officers or hiring of non-licensed officers.

The plan will also include training for volunteers that is determined to be relevant and helpful to their actions as volunteers for the Department.

The Chief of Police is responsible for ensuring officers of the Department have been trained as required.

#### 201.1 : STATE MANDATED TRAINING

State training requirements include, but are not limited to, 48 hours of POST-approved law enforcement related courses every three years.

#### 201.2 : TRAINING PROCEDURES

(a) All officers assigned to attend training shall attend as scheduled unless previously excused by a supervisor. Excused absences from mandatory training should be limited to the following:

1. Court appearance
2. Sick leave
3. Physical limitations preventing the officer's participation.
4. Emergency situations

(b) When an officer is unable to attend mandatory training, that officer shall:

1. Notify his/her supervisor as soon as possible but no later than one day prior to the start of training.
2. Document his/her absence in a memorandum to his/her supervisor.
3. Make arrangements through his/her supervisor and attend the required training on an alternate date.

#### 201.3 : TRAINING NEEDS ASSESSMENT

The Chief of Police or any supervisor so designated may conduct an annual training-needs assessment and complete a report of the training-needs assessment, including recommendations from department staff. The training-needs assessment report will be provided to the Chief of Police. Upon review and approval by the Chief of Police, the needs assessment will form the basis for the training plan for the ensuing fiscal year.

#### 201.4 : TRAINING RECORDS

The Chief of Police is responsible for the creation, filing and storage of all training records in compliance with POST standards. Training records shall be retained as long as the officer's personnel file is retained.

Updated 02/28/20 KM

# **Foley Police Department**

## **Policy/Procedure Manual**

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Copies of all training certificates must be turned into Chief of Police.

Each Officer is responsible in making sure MN POST Board receives a certificate of completion of each course (as of July 1st, 2016).

All training must be approved by Chief of Police if officer is attending training under the City of Foley.

### **201.5 : REPORTING TRAINING TO POST**

The POST Board distributes license renewals directly to licensed peace officers and requires the licensee to report completed continuing education courses from the previous license period. Officers are responsible for responding to these requests in a timely manner and otherwise maintaining their licensed status.

# Foley Police Department

## Policy/Procedure Manual

### 202 : Required Training

A. All Foley Police Officers shall complete the following training yearly/or otherwise noted:

#### 1. League of MN Cities (LMC) Online PATROL Courses - Yearly:

- Use of Deadly Force 2016 (9631-0168)
- Use of Force Legal Issues 2016 (9631-0160)
- Readiness Aspects, Use of Force 2016 (9631-0159)
- AWAIR and Officer Right-to-Know 2016 (9631-0153)
- Bloodborne Pathogens 2016 (9631-0177)
- Hearing Conservation 2016 (9631-0152)
- Hazardous Materials Awareness Training - Level 1 Part 1 of 2 2016 (9631-0178)
- Hazardous Materials Awareness Training - Level 1 Part 2 of 2 2016 (9631-0179)
- Personal Protective Equipment 2016 (9631-0156)
- Respiratory Protection for Law Enforcement 2016 (9631-0154)
- Traffic Stops 2015 (9631-0175) Expires 10/01/2016
- Arrest Warrants 2015 (9631-0176) Expires 11/01/2016
- Persuasion and De-escalation (9631-0185) Expires 12/01/2016
- Firearms Laws Part 1 (9631-0187)
- Firearms Laws Part 2 (9631-0188)
- Peace Officer Jurisdiction and Firearms Authority (9631-0191)
- Sex Trafficking (9631-0193)
- Handcuffing 2016 (9631-0194)
- Legal Survival Skills for Peace Officers 2016
- Emotional Wellness for Law Enforcement (9631-0198)
- 2016 Legislative Update (9631-0201)
- Mental Health Part I (9631-0206)
- Ethical Use of Computers and Databases 2016 (9631-0180)
- Ethics and Professional Conduct 2016 (9631-0148)
- Implicit Bias Part I 2016 (9631-0169)
- Implicit Bias Part II 2016 (9631-0170)
- Line of Duty Injuries and Prevention 2016 (9631-0155)
- To Protect, Serve, and Document Part 1 2016 (9631-0181)
- To Protect, Serve, and Document Part 2 2016 (9631-0182)
- Wellness and Law Enforcement 2016 (9631-0183)
- Distracted Driving Update 2016 (9631-0184)
- Steering Clear of Sexual Harassment 2016 (9631-0197)

#### 2. OSHA Training - Yearly (Refer to Chapter 2)

#### 3. In-Class Room Defensive Tactics/Use of Force - Yearly

- a. The "In-Class Room" portion of Defensive Tactics and Use of Force shall be completed the same day as the Hands-on portion and through LMC Online Patrol. (Refer to Syllabus)

#### 4. Hands-on Defensive Tactics/Use of Force - Yearly

- a. The "Hands-on" portion of Defensive Tactics and Use of Force shall be completed yearly by every officer. Foley Police Department will host this training once a year by the Department's Use of Force Instructor or another instructor. (Refer to Syllabus)

- b. Officers who are unable to attend this training shall complete the training with another agency. Officers must provide the Chief of Police or Training Officer with certificate of completion of training with approved MN POST number.

# Foley Police Department

## Policy/Procedure Manual

5. Taser Training – Yearly
  - a. Taser Training shall be completed yearly by each Foley Officer. Taser training will be offered during the Hands-on Defensive Tactics/Use of Force training by the Department's Taser Instructor or Benton County. (Refer to Syllabus)
6. Firearms Training
  - a. Firearms Training will be instructed by the Benton County Sheriff's Office Police Chief or the Chief's designees or another approved by Chief of Police Police Chief or the Chief's designee.
  - b. All firearms courses must be approved by MN POST Board.
  - c. Foley Police Officers shall shoot the following yearly:
    - Regular Qualification Course
    - Malfunction Qualification Course
    - Low-Light Qualification Course (Both Hand-gun and Rifle)
    - Shotgun Qualification Course
    - Rifle Qualification Course
    - Adverse Weather Shoot
  - d. Refer to Chapter 3 for Firearms Syllabuses
7. Emergency Vehicle Operations (EVOC) Training
  - a. EVOC training shall be completed every 3 to 5 years.
  - b. EVOC is done through MN Highway Safety and Research Center in St Cloud.
8. EMR/First Responder Training
  - a. Per City of Foley Police Department Officer all Foley Officers shall be licensed as an EMR/First Responder.
  - b. EMR/First Responder Refresher Training shall be completed every 2 years upon initial training course completion.
  - c. Refresher course shall be completed through any Agency that has been approved by Chief of Police.
9. NIMS Training
  - a. NIMS Courses 700, 800, 100, 200 shall be completed by all Foley Officers within the first 14 months from their hiring date.
  - b. Additional NIMS Courses that are offered free online are also highly recommended to all Foley Officers; but is not mandatory.
10. Mental Health/Implicit Bias/Crisis Intervention Training
  - a. The chief law enforcement officer of every state and local law enforcement agency will have to provide in-service training in these three areas: Crisis intervention and mental illness crises, Conflict management and mediation, Recognizing and valuing community diversity and cultural differences to include implicit bias.

# Foley Police Department

## Policy/Procedure Manual

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b. The training must consist of a combination of 16 of these continuing education credits within an officer's three-year licensing cycle.

### 11. Miscellaneous Training Courses

a. Periodically Chief of Police will receive free online training courses (DWI Webinar, OPUE, Crime Alert, etc.) This training shall be completed by all Foley Officers

\*\* Failure to complete all of the above training by deadline given by Chief of Police or Training Officer shall reflect in Performance Evaluations which is Public and/or loss of work days until training is complete.

## Bills List - March 10, 2020

Gross Salaries	Payroll - 2/14/20	\$	28,948.35
EFTPS	Federal Withholding	\$	5,171.31
MN Dept of Revenue	State Withholding	\$	1,039.25
State Treas. PERA	PERA	\$	5,648.79
Nationwide	Deferred Comp	\$	820.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	490.00

Gross Salaries	Payroll - 2/28/20	\$	28,844.97
EFTPS	Federal Withholding	\$	5,191.85
MN Dept of Revenue	State Withholding	\$	1,049.08
State Treas. PERA	PERA	\$	5,641.53
Nationwide	Deferred Comp	\$	820.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	490.00

### ***Already Paid - 3/10/20***

Chamberlain Oil Co	Street Supplies	\$	717.75
Cloudnet	Email Server Fee	\$	10.00
Delta Dental	Employee Dental Insurance	\$	1,026.20
First National Bank of Omaha	Credit Card Purchases	\$	2,315.13
Further	February Employee Contr & Admin Fee	\$	414.60
Health Partners	March 2020 Employee Health Insurance	\$	8,882.20
Marco	Copier Lease	\$	350.41
MN Dept of Labor & Industry	2020 Pressure Vessel	\$	10.00
MN Dept of Revenue	Jan 2020 Sales & Use Tax	\$	433.00
MN Government Finance Officer Assoc	2020 Membership	\$	70.00
MN Rural Water	2020 Tech Conference & Dues	\$	900.00
Quest Diagnostics	FFD Pre-Employment Lab Work	\$	182.00
RevTrak	Credit Card Processing Fee	\$	398.83
Star Publications	Benton County News Subscription	\$	35.00
Sun Life Assurance Co	Employee LTD Insurance	\$	197.65
USABLE Life	Employee Lift Insurance	\$	186.50
Verizon Wireless	Cell Phones	\$	264.34
Xcel Energy	Utilities	\$	6,267.32

### ***To Be Paid - 3/10/20***

AllSpec Services	Building Inspector Services	\$	2,878.60
Axon Enterprises	PD Taser Equipment	\$	792.00
Banyon Data Systems	UB Software Support	\$	1,385.00
Benton County Attorney	January 2020 Legal Fees	\$	792.00
Benton County Highway Dept	PD Fuel	\$	908.86
Benton Trophy & Awards	FD Name Plates & Supplies	\$	126.00
Billings Service	PD Squad Tires	\$	678.00
Bolton & Menk	WW Expansion - Design Eng	\$	12,494.00
Central McGowan	FD & PD Medical Supplies	\$	105.28
Central MN Mutual Aid Assoc	2020 Membership	\$	50.00
Chamberlain Oil Co.	Street Maint	\$	268.05
Cintas	Uniforms	\$	336.41
Cloudnet	Server Fee	\$	10.00
Coborn's	Office & Cleaning Supplies	\$	34.80
Core Professional Services	Emp Eval - Goerger	\$	250.00
East Central Energy	Utilities & Junction Box Repair	\$	1,691.40
Emergency Automotive Technologies	Street Vehicle Maint	\$	245.66
Emergency Medical Products	FD Supplies	\$	47.53
Evelyn Kirby	Election Judge - PNP Election	\$	170.63
Flaherty & Hood, PA	WW Expansion Lobbying - 1st 1/2	\$	7,500.00
Foley Area Chamber of Commerce	2020 Membership	\$	200.00
Foley Fuel & Lumber	Building Maint	\$	165.00
Foley Hardware Co	Shop Maint	\$	305.26



Foley Medical Center	FD Pre-Emp Physicals	\$	1,800.00
Freightliner of St. Cloud	FD Vehicle Maint	\$	167.12
Further	HSA Admin Fee	\$	32.30
Galls	PD Uniforms	\$	364.74
Gopher State One Call	Email Tickets	\$	10.80
Handyman's Hardware	Building Maint	\$	355.99
Harper Brooms	Fire Hall & Public Works Shop Supplies	\$	750.85
Hawkins	Water Chemicals	\$	1,151.06
HealthPartners	April 2020 Employee Health Insurance	\$	8,882.20
JM Truck & Tractor Repair	Sterling & Freightliner Repair	\$	4,178.26
Karen Kampa	Election Judge - PNP Election	\$	250.25
Keith Novak Construction	Public Works Service Door Repair	\$	1,022.34
Kelm & Reuter, P.A.	Legal Fees	\$	55.00
Lake Region FireFighters Assoc. of MN	2020 Membership Dues	\$	40.00
League of MN Cities	2020 Safety & Loss Contro Workshop-Brown	\$	20.00
Locators & Supplies	Water Supplies	\$	31.56
Lou DeMarais	Election Judge - PNP Election	\$	217.88
MidCo	Phone & Internet Services	\$	718.10
Midway Iron & Metal	Sign Trailer Repair	\$	379.27
MN Dept of Health	2020 Qtr 1 Water Permit & Operator License	\$	2,224.00
MN Pollution Control Agency	Wastewater Annual Permit Fee	\$	1,450.00
MN State Fire Chiefs Association	FOTOS Attendee - Foreman	\$	235.00
Molitor Excavating	Water Line Repair - 136 Broadway Ave N	\$	2,436.00
Napa Auto Parts	Sweeper Repair	\$	38.78
Neil Meierhofer	FEMA Grant Application	\$	500.00
Phone Guys	Battery Backup Maint & Repair	\$	399.00
Rengel Printing	PD Victim Information Cards	\$	86.90
RevTrac	Credit Card Processing	\$	789.55
Rinke Noonan	Rental, WWTF, Zoning, MNPEA, General Legal	\$	3,336.00
Riteway Business Forms	Check Blanks	\$	209.74
RMB Environmental Laboratories	Water & Sewer Testing	\$	234.00
Shift Technologies	January Antispam	\$	33.60
Short Elliott Hendrickson	Dewey St, TAP Trail, I&I, General Engineering	\$	4,209.29
Star Publications	Retractor Banner	\$	374.46
Steve Bartell	Election Judge - PNP Election	\$	78.75
Summit Companies	Annual Fire Extinguisher Inspection	\$	663.45
Thomas Tool & Supply	Shop Supplies	\$	91.98
USA Blue Book	Water Supplies	\$	127.54
Voss Lighting	Light Bulbs	\$	110.00
Werner Electric	Shop Supplies & Building Maint	\$	2,219.38
Wex Bank	Fuel Purchases	\$	1,298.17
Witmer Public Safety Group	FD Uniform Supplies	\$	187.86
		<b>\$</b>	<b>180,171.70</b>



# Foley Police Department

## Calls for Service - 2020

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	21	16											
Equipment Vio.	28	34											
Speed	12	22											
DWI/DUI	0	0											
DAR/S/C	2	6											
# Citations Issued	*4	*14											
Accidents	4	2											
Hit and Run	0	1											
Gas Drive Offs	3	2											
Thefts	7	6											
Controlled Substance	0	1											
Suspicious Activity	15	21											
Burglaries/Robbery	1	1											
Medicals/Welfare	26	21											
Assaults/Domestic	6	4											
Harassment	3	2											
CDP/Vandalism	3	0											
Animal Complaints	2	3											
City Ordinance	5	4											
Parking Tickets	23	18											
Disturbing the Peace	4	4											
Gun Permits	3	4											
Warrant Arrests	2	1											
Civil	5	4											
Lockout	2	3											
Assist other Agencies	18	27											
Special Events	2	5											
Misc.	58	65											
TZD Hours	0 Hours	6 Hours											
Total:	255	277											

Misc Includes: Alarms, Extra Patrols, House watches, Matter of Info, etc.

KM8801

**From:** Mark Pappenfus  
**To:** Sarah Brunn  
**Subject:** Foley Fire Department MSA G1 SCBA Quotes  
**Date:** Thursday, March 5, 2020 5:32:31 PM  
**Attachments:** Foley FD Quote 1 MSA G1 4500 SCBA 02-04-2020.pdf  
Foley FD Quote 2 MSA G1 4500 SCBA Options 02-04-2020.pdf

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Sarah,

Attached is the quote to purchase new SCBA's for the Foley Fire Department with funds from our 2018 AFG FEMA Grant. The original Grant was \$142,350.00 including our 5% match of \$6,778.58. The total price of 1<sup>st</sup> Quote with 20 SCBA's, 40 cylinders, and 25 masks & mask bags is \$150,768.60. The 2nd quote is mainly for an ExtendAire Universal Emergency Breathing Supply System added to all 20 Pacs that allows Firefighters to supply Emergency Breathing air to each other should the need arrive. It also covers rechargeable batteries for the SCBA's, 2 RIT Pac Cylinders, and an Integrated Thermal Imaging Camera on 4 of the Air Pacs along with the disposal of our current MSA SCBA's and cylinders. These items are not covered by an AFG Grant. We will be purchasing these MSA Brand SCBA's from Emergency Response Solutions through HGAC, a Nationwide Gov't Procurement Service, so all bidding laws are covered.

If any Council have any questions, they can contact me or I will update them at the Council Meeting.

Thanks, Mark

**Mark Pappenfus**  
**Foley Fire Chief**

# **EMERGENCY RESPONSE SOLUTIONS**

*"Response is our Middle Name"*

**MSA G1 4500PSIG SCBA**

**QUOTE #1 PREPARED FOR:**

**FOLEY FIRE DEPARTMENT**

QUANTITY:	DESCRIPTION:	UNIT PRICE:	TOTAL:
	<b>CARRIER HARNESS CONFIGURATION:</b>		
20	<b>MSA G1 GLOBAL SCBA FIRE SERVICE EDITION. 2018 NFPA COMPLIANT. 15 YEAR WARRANTY.</b>  <b>ATO G1FS- 441MA2C0LAR</b> <b>4 - 4500 PSIG SYSTEM OPERATING PRESSURE</b> <b>4 - CGA QUICK CONNECT REMOTE CONNECTION</b> <b>1 - STANDARD HARNESS WITHOUT CHEST STRAP</b> <b>M - METAL CYLINDER BAND</b> <b>A - ADJUSTABLE SWIVELING LUMBAR PAD</b> <b>2- SOLID COVER REGULATOR, LEFT SHOULDER</b> <b>C - CONTINUOUS REGULATOR HOSE</b> <b>0 - NO EMERGENCY BREATHING SUPPORT</b> <b>L - LEFT CHEST VOICE AMP SPEAKER MODULE</b> <b>A - RIGHT SHOULDER PASS W/ STANDARD CONTROL MODULE</b> <b>R- RECHARGEABLE BATTERY TYPE</b> -(1) BATTERY INCLUDED W/ EVERY CARRIER PURCHASED <b>* FACE PIECE AND CYLINDER PURCHASED SEPARATELY BELOW.</b>	\$5,150.75	\$103,015.00
	<b>CYLINDER OPTION(s):</b>		
40	MSA 10175708 G1- 4500 PSIG, 45 MIN LOW PROFILE SUPER LITE CYLINDER W/ CGA QUICK CONNECT REMOTE CONNECTION	\$993.19	\$39,727.60

***Emergency Response Solutions, LLC***

4817 Viking Blvd. NE Ste 102, East Bethel, MN 55092

Phone 651-464-1010

# ***EMERGENCY RESPONSE SOLUTIONS***

*"Response is our Middle Name"*

	<b>FACE PIECE:</b>		
25	<b>MSA 10161810 G1 GLOBAL FACE PIECE FIRE SERVICE EDITION w/ INTERNAL HEADS UP DISPLAY (HUD). 2018 NFPA COMPLIANT. 15 YEAR WARRANTY.</b>  <b>ATO G1FP- FM1M4C1</b> <b>F - FIRE SERVICE EDITION (NFPA/NIOSH)</b> <b>M - MEDIUM SIZE FACE PIECE BLANK</b> <b>1 - HYCAR RUBBER COMPOSITION</b> <b>M - MEDIUM NOSE CUP</b> <b>4 - 4 PT ADJUSTABLE KEVLAR HEAD HARNESS</b> <b>C - HEAT RESISTANT CLOTH NECK STRAP</b> <b>1 - FIXED "PUSH-TO-CONNECT" REGULATOR CONNECTION</b>	\$296.48	\$7,412.00
25	<b>AVON MFG. 2078 MASK BAG-MULTI PURPOSE BAGS, 13" H x 8" W x 8" D, MADE OF CORDURA. ALL HAVE SPEED CLIP, ID PANEL, AND REFLECTIVE STRIPE.</b> <b>*MASK BAG COLORS: ORANGE, RED, YELLOW, OR BLACK</b>	\$24.56	\$614.00
	<b>TRAINING:</b>		
ALL MEMBERS	IN-SERVICE SCBA TRAINING WILL BE PROVIDED BY A FACTORY TRAINED INSTRUCTOR IN A CLASSROOM SETTING DURING A TIME AGREED UPON BY THE FIRE DEPARTMENT. THIS INCLUDES A CUSTOMIZED POWER POINT PRESENTATION, AS WELL AS INDIVIDUAL HANDS-ON TRAINING UNTIL <u>EVERY MEMBER IS COMPETENT</u> ON THE COMPLETE USE OF THE SCBA. HANDS-ON TRAINING WILL INCLUDE, BUT IS NOT LIMITED TO: - EQUIPMENT FUNCTION AND OPERATION - DONNING AND DOFFING OF EQUIPMENT - CLEANING AND DECONTAMINATION OF EQUIPMENT - INSPECTION AND FUNCTIONAL TESTING OF EQUIPMENT - WARRANTY INFORMATION AND REPAIR/REPLACEMENT PROCEDURES A CUSTOMIZED POWER POINT FILE WILL BE PROVIDED TO THE DEPARTMENT FOR FUTURE REVIEW AS NEEDED AT \$N/C.	\$N/C	\$N/C
	<b>FIT TESTING:</b>		
ALL MEMBERS	INITIAL QUANTITATIVE FACE PIECE FIT TESTING (WITH PRINTED REPORT) SHALL BE PROVIDED AT \$N/C AND WILL INCLUDE VARIOUS SIZES OF FACE PIECE ASSEMBLIES TO	\$N/C	\$N/C

***Emergency Response Solutions, LLC***  
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 Phone 651-464-1010

# ***EMERGENCY RESPONSE SOLUTIONS***

*"Response is our Middle Name"*

	INSURE PROPER FIT FOR ALL MEMBERS PRIOR TO THE IN-SERVICE AND USE OF ALL SCBA EQUIPMENT.		
	<b>\$N/C FREIGHT AND DELIVERY</b>	<b>\$N/C</b>	<b>\$N/C</b>
	<b>QUOTE #1 TOTAL (ONLY)</b> *THIS TOTAL DOES NOT INCLUDE THE TOTAL OF QUOTE #2*	<b>QUOTE #1 TOTAL:</b>	<b>\$150,768.60</b>
	<b>EMERGENCY RESPONSE SOLUTION'S RETURN POLICY:</b>		
	*ALL RETURNS ARE SUBJECT TO EMERGENCY RESPONSE SOLUTIONS' RETURN POLICY - SPECIAL ORDER ITEMS CAN NOT BE CANCELLED OR RETURNED		

Date of Quotation: February 4<sup>th</sup>, 2020  
Quote Expires in 30 Days

**We appreciate the opportunity to earn your Business!**

***Emergency Response Solutions, LLC***  
4817 Viking Blvd. NE Ste 102, East Bethel, MN 55092  
Phone 651-464-1010

# EMERGENCY RESPONSE SOLUTIONS

"Response is our Middle Name"

**MSA G1 4500PSIG SCBA**

**QUOTE #2 PREPARED FOR:**

**FOLEY FIRE DEPARTMENT**

QUANTITY:	DESCRIPTION:	UNIT PRICE:	TOTAL:
	<b>CARRIER HARNESS OPTION(S):</b>		
20	ADD CHEST STRAP	\$18.22	\$364.40
20	ADD UNIVERSAL EXTENDAIRE II EMERGENCY BREATHING SUPPORT (NFPA 2018 COMPLIANT)	\$488.54	\$9,770.80
4	ADD 10175021-SP INTEGRATED THERMAL IMAGING CAMERA CONTROL MODULE UPGRADE KIT, 4500/5500 PSIG	\$878.20	\$3,512.80
	<b>CYLINDER OPTION(S):</b>		
2	MSA 10175708 G1- 4500 PSIG, 45 MIN LOW PROFILE SUPER LITE CYLINDER W/ CGA QUICK CONNECT REMOTE CONNECTION	\$993.19	\$1,986.38
	<b>ADDITIONAL/OPTIONAL EQUIPMENT:</b>		
12	MSA 10148741-SP SPARE RECHARGEABLE BATTERY(S)	\$276.65	\$3,319.80
2	MSA 10158385 KIT, 6-POSITION CHARGING STATION, G1 SCBA	\$535.72	\$1,071.44
4	MSA 10162403 QUICK CONNECTOR W/ SCBA's INC. HE 1/4-FF-S 1/4" M NPT HEX NIPPLE, MNPT x MNPT ADAPTER FOR FILL STATION <b>*ONLY NEED IF CGA QUICK CONNECT OPTION IS SELECTED UNDER CARRIER HARNESS OPTIONS*</b>	\$358.08	\$1,432.32
	<b>TRAINING:</b>		
ALL MEMBERS	IN-SERVICE SCBA TRAINING WILL BE PROVIDED BY A FACTORY TRAINED INSTRUCTOR IN A CLASSROOM SETTING DURING A TIME AGREED UPON BY THE FIRE DEPARTMENT. THIS INCLUDES A CUSTOMIZED POWER POINT PRESENTATION, AS WELL AS INDIVIDUAL HANDS-ON TRAINING UNTIL <u>EVERY MEMBER IS COMPETENT</u> ON THE COMPLETE USE OF THE SCBA. HANDS-ON TRAINING WILL INCLUDE, BUT IS NOT LIMITED TO: - EQUIPMENT FUNCTION AND OPERATION - DOWNING AND DOFFING OF EQUIPMENT - CLEANING AND DECONTAMINATION OF EQUIPMENT	\$N/C	\$N/C

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# **EMERGENCY RESPONSE SOLUTIONS**

*"Response is our Middle Name"*

	<ul style="list-style-type: none"> <li>- INSPECTION AND FUNCTIONAL TESTING OF EQUIPMENT</li> <li>- WARRANTY INFORMATION AND REPAIR/REPLACEMENT PROCEDURES</li> </ul> <p>A CUSTOMIZED POWER POINT FILE WILL BE PROVIDED TO THE DEPARTMENT FOR FUTURE REVIEW AS NEEDED AT \$N/C.</p>		
	<b>FIT TESTING:</b>		
ALL MEMBERS	INITIAL QUANTITATIVE FACE PIECE FIT TESTING (WITH PRINTED REPORT) SHALL BE PROVIDED AT \$N/C AND WILL INCLUDE VARIOUS SIZES OF FACE PIECE ASSEMBLIES TO INSURE PROPER FIT FOR ALL MEMBERS PRIOR TO THE IN-SERVICE AND USE OF ALL SCBA EQUIPMENT.	\$N/C	\$N/C
	<b>\$N/C FREIGHT AND DELIVERY</b>	\$N/C	\$N/C
	<b>TRADE IN VALUE:</b>		
1	<p>TRADE IN VALUE:</p> <p>*THIS TRADE-IN ALLOWANCE IS FOR ALL SCBA RELATED ITEMS CURRENTLY AT THE STATION AND IS TO BE RECOVERED BY ERS AT THE END OF THE SCBA IN-SERVICE</p>	(-)10,000.00	(-)10,000.00
	<p><b>QUOTE #2 TOTAL (ONLY)</b></p> <p>*THIS TOTAL DOES NOT INCLUDE THE TOTAL OF QUOTE #1*</p>	<b>QUOTE #2 TOTAL:</b>	<b>\$11,457.94</b>
	<b>EMERGENCY RESPONSE SOLUTION'S RETURN POLICY:</b>		
	*ALL RETURNS ARE SUBJECT TO EMERGENCY RESPONSE SOLUTIONS' RETURN POLICY - SPECIAL ORDER ITEMS CAN NOT BE CANCELLED OR RETURNED		

Date of Quotation: February 4<sup>th</sup>, 2020  
Quote Expires in 30 Days

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**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 03-10-2020 COUNCIL MEETING  
**DATE:** MARCH 6, 2020

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### **Consent Agenda**

A use permit and agreement are on the agenda for the Highway 25 trail project. This is required by the state for trail construction within their right of way.

The vet clinic has again requested closing of 3<sup>rd</sup> Avenue to conduct their horse clinic. They will sign an indemnification agreement as part of this request. They will also contact all neighbors and ensure access to private residences will be available as needed. This clinic has been occurring for many years and staff has no concerns with allowing for this.

Chief McMillin is requesting a few police policy changes. The policy pages with the amendments are found in your packet. The entire police policy is quite large (273 pages) so it is not in your packet. Please contact myself or Chief McMillin should you want to receive a copy of that.

We need to cease backgrounding of our last part-time police officer due to them not completing the background packet. We recommend moving on to the next candidate on the list which is on your agenda.

### **City Alley Project**

City Engineer Jon Halter will be at the meeting to discuss the city hall alley issues. We are continuing to have water issues in the back of the library and also cement heaving in front of the police station. Both of these items were to be corrected with the project last fall. The engineer has met with staff and the contractors about how to remedy this situation and will provide more details at the meeting.

### **Fire Department – SCBA's Purchase**

Chief Pappenfus had discussed the FEMA grant we received with the council at a prior meeting. He has provided the quote and can answer any questions of the council. Staff will be looking for approval to proceed with the purchase and grant.

### **Update on Rental & Nuisance Violations**

Staff will update the council on some of the outstanding rental issues and nuisance ordinances and if the council desires to proceed with prosecution.

### **Update on Planning Activities**

Staff and council reps will provide an update to the council on the planning meeting which is scheduled for March 9<sup>th</sup>. Planning will again be discussing the parking and storage ordinance and surface options. No action on any recommendation can occur until proper notice has been given prior to the council meeting.

### **Update on City Comprehensive Plan Update**

I did receive a quote from HKgi who recently completed the county comp plan update. I will have the packet of information and quote available at the meeting and we can discuss how the council wishes to proceed.

### **Update on wastewater**

Myself and mayor attended and testified at a capital investment hearing on March 4<sup>th</sup> down in St. Paul. We also met with our lobbyists and overviewed the work that has been done on our bill in the legislature. I can provide more detail at the meeting.

### **City Audit**

Audit fieldwork is scheduled for April 21 and 22. As mentioned before, council may be contacted by our auditors in the coming weeks. The council is always welcome to stop in during fieldwork should you have any questions for staff or our team of auditors.

### **Highway 23 Construction Project Open House**

This is tentatively being planned for March 31<sup>st</sup> and will be confirmed in the next few days. There are significant improvements happening in 2022 in our city limits so it's important for council and community to attend.

### **Upcoming Reminders:**

- **March 9, 2020** – Planning Commission – 6:30pm
- **March 10, 2020** – Council Meeting – 5:30pm
- **March 31, 2020** – Highway 23 Construction Project Open House – Location TBD