



City Council
Work Session

Monday, April 20, 2026, 5:30 PM
106 Center Street

Members of the public may attend the work session either in person or by joining via Zoom either online or by telephone at:

<https://us02web.zoom.us/j/86346794494>

Meeting ID: 863 4679 4494

One tap mobile

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+13126266799,,86346794494# US (Chicago)

AGENDA

1. Call to Order/Roll Call
2. Agenda Approval
3. New Business
 - a) Excelsior Fire District Update
4. Adjournment



Item: 3.a.

ITEM REPORT

To: City Council

From: Kristi Luger, City Manager

Meeting Date: April 20, 2026

Department/Office: Administration

Item Name: Excelsior Fire District Update

Summary:

At the work session, Councilmember Caron will be providing an update on the recent disciplinary hearing pertaining to former Fire Chief Curt Makey and the process leading up to the hearing. A memo outlining the disciplinary process, along with a copy of the investigation, is included in the packet.

Recommended Action:

Budget:

Attachments:

1. Mackey, Curt Disciplinary Hearing Data Practices Request Packet 1

**EXCELSIOR FIRE DISTRICT PUBLIC DATA REQUEST INFORMATION
DISCIPLINARY HEARING DOCUMENTS, REPORTS, AND MEMORANDA**

Thursday, April 9, 2026

INTRODUCTION

This document and the information contained herein relate to the 2026 Disciplinary Hearing Process of Fire Chief Curt Mackey. The Fire Board held disciplinary hearings on this matter on Tuesday, March 10; Wednesday, March 11; and Wednesday, April 8, 2026. The information provided has been redacted pursuant to the Data Practices Act, Minnesota Statutes Chapter 13. Video of all Fire Board Meetings not closed pursuant to Minnesota Statutes Chapter 13D are available for viewing at the Lake Minnetonka Commissions Commission website: www.lmcc-tv.org. Meeting Minutes will be posted to the Excelsior Fire District Website when completed: www.excelsiorfire.org.

BACKGROUND

The Excelsior Fire Board met on Wednesday, November 19, 2025, and voted to engage Investigator Michelle Soldo to investigate a variety of allegations of misconduct and other matters of concern raised at the Public Comment period of the Fire Board meeting held July 23, 2025, and based upon statements and other information returned, subject to an employee performance review. The Investigation Report was completed on March 3, 2026, and submitted to the Fire Board for consideration and review.

With receipt of the Investigation Report, Operating Committee Chair, Dan Madsen, set on a Fire Board Closed Session hearing on Tuesday, March 10, 2026, pursuant to Minn. Stat. 13D.05, Subd. 2(b) to review the Investigation Report and for preliminary consideration of allegations or charges against an individual subject to the Fire Board's Authority. After approximately five hours of discussion and review, this meeting was recessed and continued to 12:00 noon, Wednesday, March 11, 2026. The Fire Board again met on Wednesday, March 11, 2026, and discussed and reviewed the Investigation Report, heard witness testimony, and received and considered evidence submitted by the individual subject to the Fire Board's authority and his attorneys. After approximately seven more hours of discussion and review, various motions were made by the Fire Board, finding by majority vote that discipline was warranted on Subfindings 1-3, and Findings 4 and 5 of the Investigation Report. The Fire Board determined by majority vote that no discipline was warranted on Findings 3 and 6 of the Investigation Report. The Fire Board then recessed the meeting and directed the Operating Committee to draft recommendations for findings and discipline to be reviewed at a meeting to be scheduled in early April, 2026.

The Fire Board met on Wednesday, April 8, 2026, to continue the Disciplinary Hearing Process. The Board reviewed the information presented during the Disciplinary Hearing Process and deliberated for approximately four hours. Pursuant to these deliberations, the Fire Board made the difficult decision to terminate the employment of Fire Chief Curt Mackey, effective immediately. Assistant Fire Chief Nate Basinger will serve as the temporary interim Fire Chief as the Fire Board charts a new path forward.

Excelsior Fire District Board Chair, Jennifer Gallagher, issued the following statement at the conclusion of the Disciplinary Hearing:

“The Excelsior Fire Board met over the course of three days and many hours of deliberation with the difficult task of reviewing the investigation report, hearing testimony and considering evidence returned against Fire Chief, Curt Mackey. The Excelsior Fire District has enjoyed record enrollment and made great strides under his leadership. Fire service, however, requires more than these noted accomplishments.

Our cities depend on our fire service to ensure the health, safety and welfare of all of our residents. It is important that our Firefighters are provided with the best tools, training, and techniques; as well as the leadership to do the job our residents expect and deserve. Today’s vote sends a message that, despite our success, our fire service will be held accountable to the highest standards of conduct for our leaders and those who serve alongside them.”

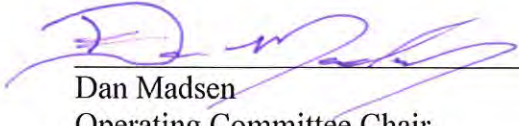
Document Index:

The following documents are included in this packet:

- | | |
|---|---|
| 1) Cover Letter | 27) Exhibit 7I 7.10 Memo Dual Service |
| 2) Investigation Report | 28) Exhibit 7J 12.19 Memo |
| 3) Attachment A | 29) Exhibit 8A Engine Cost |
| 4) Attachment C | 30) Exhibit 8B Manufacture Budget |
| 5) Attachment D | 31) Exhibit 8C Engine 11 Change Order |
| 6) March 10 Fire Board Meeting Agenda | 32) Exhibit 8E 4.23 Board Meeting |
| 7) March 10 Investigation Memorandum | 33) Exhibit 8Ei Second Change Order |
| 8) March 11 Fire Board Meeting Agenda | 34) Exhibit 8f EXFD Correspondence |
| 9) March 11 Disciplinary Memorandum | 35) Exhibit 8G Mackey Email |
| 10) Hearing Exhibit Fire Relief | 36) Exhibit 8H 4.23 Transcript |
| 11) Hearing Exhibit Truck Picture | 37) Exhibit 8J Engine 11 |
| 12) Hearing Exhibit Flaws with 360 | 38) Exhibit 8Ji Board Resolution |
| 13) Hearing Exhibit 360 Review Bias | 39) Exhibit 8K Legal Opinion 6.5.2025 |
| 14) April 8 Agenda | 40) Exhibit 9A 3.6.2024 Board Minutes |
| 15) April 8 Memorandum | 41) Exhibit 9B Engine 11 Change Order 1 |
| 16) Exhibit 1 11.26.2026 Investigation Letter | 42) Exhibit 9C Engine 11 Drawing |
| 17) Exhibit 2 EXFT JPA | 43) Exhibit 10A 12.15 / 1.28 Emails |
| 18) Exhibit 3 EXFD Org Chart | 44) Exhibit 10B 12.14 Police Report |
| 19) Exhibit 4 EXFD Employee Handbook | 45) Exhibit 10C Engine 21 Damage |
| 20) Exhibit 5 EX FD Chief Job Description | 46) Exhibit 11 2.6 Chief Letter |
| 21) Exhibit 7A EXFD Chair and Vice Chair | 47) Exhibit 12A 2.12 Email |
| 22) Exhibit 7C 3.25.21 Relief Assn Minutes | 48) Exhibit 12B 2.12 letter |
| 23) Exhibit 7D Spreadsheet Calculations | |
| 24) Exhibit 7E Spreadsheet Calculations | |
| 25) Exhibit 7G Payroll Records | |
| 26) Exhibit 7H Chart of Board | |

The Excelsior Fire Board and Fire District would like to thank Curt Mackey for his many years of service and dedication to the Excelsior Fire District. No further official comment will be available regarding this matter.

On behalf of the Excelsior Fire District,



Dan Madsen
Operating Committee Chair
Excelsior Fire District

INVESTIGATION REPORT
EXCELSIOR FIRE DISTRICT
FACT FINDING INVESTIGATION

Subject:
Fire Chief Curt Mackey

Privacy Warning. This document may contain private or confidential information that is protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Improper release of any information contained in this report may violate State statutes.

I. PROCEDURAL BACKGROUND

This report documents the process and findings of a fact-finding investigation conducted on behalf of the Excelsior Fire District (“EXFD”) Joint Powers Fire Board (“Fire Board”). The subject of the investigation is Fire Chief Curt Mackey (“Chief Mackey”).

A. The content of the report is organized as follows:

1. Section I – Procedural Background
2. Section II – Summary of Issues Investigated
3. Section III – Overview of Joint Powers Board Governance
4. Section IV - Findings (Analyzed in Attachments A-E)
5. Section V – Fire Chief Mackey’s Closing Remarks and Letter to Decision Makers
6. Section VI – Exhibit List
7. Attachments A-E: Discussion of Issues 1-6 - Findings and Factual Basis for Findings
8. Exhibits 1-13

B. On November 19, 2025, the Fire Board authorized the Operating Committee to engage the undersigned Investigator’s services to investigate the alleged conduct of Chief Mackey, who has served as Fire Chief since June 24, 2019. The issues the Fire Board identified for investigation are summarized in Section II of this report and analyzed in Attachments A-E. The issues relate to concerns regarding dramatic increases in EXFD operating expenses, the Fire Chief’s perceived lack of transparency with the Board, and

C. During the period November 24, 2025 to February 19, 2026, records were obtained and reviewed and remote interviews were conducted with Fire Chief Mackey and EXFD stakeholders determined to have direct knowledge and/or other relevant information regarding the issues under investigation.

1. The names of witnesses interviewed are not included in this report due to concerns expressed regarding potential retaliation for participating in the investigation. Much of the critical information discussed is beyond the scope of the Fire Board authorized investigation and [REDACTED]
[REDACTED] In summary, witnesses described: a) Chief Mackey's unavailability for extended periods of time with little or no notice or knowledge his whereabouts, b) his slow or no responses to emails and other inquiries with no scheduled opportunity for questions and updates because he does not convene officer meetings, c) his close alliances with some EXFD personnel and perceived retaliation toward those who ask too many questions, and d) inconsistencies in information he provides to EXFD personnel, the Fire Board and the Operating Committee about EXFD operations. Organizational impacts described include damaged trust, internal division, diminished morale and turnover.
2. Chief Mackey was interviewed twice, on December 22, 2025, and January 23, 2026. His response to the issues of Fire Board concern and other conduct alleged and discussed with him is summarized in Attachments A-E. The records Chief Mackey provided at the request of the undersigned Investigator, after extended periods of unavailability and unexplained unresponsiveness, are attached as Exhibits 7-13.
 - a. During two remote interviews and approximately seven hours of discussion, Chief Mackey was personable and generally easygoing. The strain of the investigation was at times evident from his body language. Chief Mackey described with detail and passion, the EXFD's many accomplishments prior to and since he was appointed Fire Chief. He is proud of the positive reputation he believes the EXFD has earned in the fire service generally and communities served. He expressed similar sentiments in the attached (Exhibit 11) letter to the Fire Board dated February 6, 2026. In stark contrast, Chief Mackey's response to a Board authorized investigation he must understand is a significant and serious undertaking, was unexpectedly general, vague and at times confusing. Without prompting, he did not provide important factual detail and context. Investigator follow-up to confirm material facts presented revealed that some of his answers were misleading.¹ Chief

¹ An example of that dynamic, as discussed further in Attachments A-E, is Chief Mackey's initial assertion the practice predating his appointment as Chief, is that "all" fulltime employees participated in the Relief Association and were compensated for responding to fire calls. After further discussion, Chief Mackey admitted that is not the case for fulltime

Mackey was asked for and he readily agreed to provide background and supporting data, and then one to two weeks passed with no response. Only after Investigator follow-up and prompting did Chief Mackey send emails with the information requested. The body of his emails included incomplete and largely unorganized narrative descriptions of the attachments. An email records scan Chief Mackey provided of his communications regarding Engine 11 manufacturing change orders, material information relative to Issue 2, included duplicates that were not sequential, with some pages scanned upside down and sideways. He did not, as reasonably expected of the Chief of a multi-city Fire Department, assist the fact-finding process by creating a timeline of key events explaining or, at minimum, organizing the data provided. When Chief Mackey was asked about factual inconsistencies in his responses, his explanation changed.

- b. On January 23, 2026, at the close of Chief Mackey's second interview, he was offered an opportunity to submit a written statement discussing his understanding of the concerns discussed with him, his understanding of the Fire Board's expectations, and his proposed plan for proactively addressing concerns and rebuilding damaged trust. After two weeks with no response, the Investigator reached out to Chief Mackey on February 10 and then learned he was leaving the next morning for a two week family vacation. Later that afternoon, the Chief emailed the last of the documents he was previously asked to provide. On February 12, he submitted for Fire Board consideration, the written statement attached as Exhibit 13A. The content of the letter is included below in Section III. See Exhibit 13A. 02.12.26 Email from Fire Chief Curt Mackey to Investigator Michelle Soldo Attaching Letter for Fire Board Consideration.
- c. The above-referenced dynamics are mentioned because they reflect recent conduct validating [REDACTED] Fire Board concerns about the Chief's work performance, leadership effectiveness, and lack of transparency with the Fire Board regarding operational decisions and outcomes impacting fiscal and other Fire Board governance duties and responsibilities.

II. SUMMARY OF ISSUES INVESTIGATED

A. Issue 1: Alleged Unauthorized Dual Fulltime and Relief Association Compensation

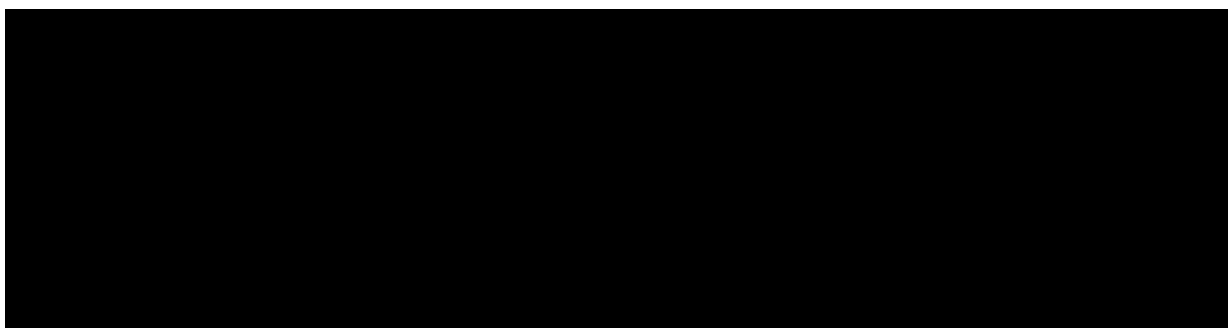
The investigation considered and answered the following questions: 1) When and what led to Fire Chief Mackey and [REDACTED], who are both fulltime salaried employees, to join the Relief Association? 2) Were they compensated for their fulltime work and additionally compensated for duty shifts they worked? 3) If yes, did Fire Chief Mackey request and receive Fire Board authorization for the additional compensation

salaried employees. The former EXFD Chief, who Chief Mackey replaced, was not a Relief Association member. He did not receive additional compensation beyond his annual Board approved salary for responding to fire calls – an essential function of the Fire Chief's job. Another material example is that Chief Mackey acknowledged he did not specifically inform and receive formal approval the Board about some of the operational decisions under investigation, although he alleged the Board knew and informally approved the decisions, an assertion that is not supported by the data he provided.

earned? 4) If yes, when and how was the Fire Board notified of and when and in what manner did the Fire Board approve dual compensation? 5) If the Fire Board did not authorize the dual compensation, what are the organizational impacts and legal implications, if any, of the Chief's actions and inaction?

B. Issue 2: Perceived Lack of Transparency and Dishonest Statements to the Fire Board

The investigation considered and answered the following questions: 1) During a Fire Board meeting on April 23, 2025, did Fire Chief Mackey timely, accurately and truthfully inform the Fire Board that he only recently learned about an outstanding invoice for \$51,000 in additional manufacturing change order costs he did not authorize for Fire Engine 11? 2) If not, what are the organizational impacts and legal implications, if any, of the Chief's behavior?



III. OVERVIEW OF JOINT POWERS BOARD GOVERNANCE

This section discusses Fire Board governance responsibility and authority and the Fire Chief's legal and delegated authority to act, independent of Board authorization. The information is relevant to sustained findings the Chief's actions and inaction interfered with the Board's statutory governance responsibility and authority.

- A. The EXFD is a joint powers entity formed by a Joint Powers Agreement ("JPA") executed in 2002 pursuant to Minn. Stat. § 471.59. The partnering JPA entities are the cities of Deephaven, Excelsior, Greenwood, Shorewood, and Tonka Bay. The JPA vests collective ownership, governance, and operational authority in the five cities to operate a shared fire service entity, jointly own property and equipment, employ staff, levy funding from member cities, and govern through a Joint Powers Board ("Board") and Operating Committee. See Exhibit 2: EXFD Joint Powers Agreement & Amendments 1-3.
- B. Pursuant to the JPA, the governing body is the Fire Board, which is composed of: 1) voting members – one (1) elected official of the city council of each Member City; 2) ex-officio (non-voting) members – the chief administrative officer (city manager, administrator or clerk) of each Member City; and 3) alternate members – one elected official of each member City named by its city council with voting authority in place of (not in addition to) their city's voting member. See Exhibit 2: EXFD Joint Powers Agreement, Section 2.2 – Governance.

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- C. By statute (Minn. Stat. § 471.59) and pursuant to the JPA, the Fire Board's powers, duties and functions include and are not limited to the following: 1) employing and determining the terms of employee of fire protection administrative and other personnel, accountants, engineers, legal counsel and other qualified personnel except as provided in the JPA; authorizing the preparation of reports, plans, studies and recommendations; 3) authorizing the purchase of capital equipment and land, and the construction of building for District purposes; 4) leasing or purchasing equipment and supplies necessary for the proper operation, care, maintenance and preservation of facilities and equipment; 5) adopting District bylaws, rules and regulations of operation and maintaining use of District fire protection services, equipment and facilities; 6) entering into mutual aid agreements with other organizations; 7) disposing of capital equipment and land consistent with the terms of the JPA; 8) establishing a yearly operating budget for District services and a capital improvement program/finance plan (including an equipment replacement schedule); 9) acting as agent for receipt, custody and disbursement of funds, gifts, or funds paid or given by the Member Cities on behalf of or for the use of the District; 10) as authorized by state law, acting as paying agent for any bonds, contract of indebtedness and loan made in the names of the Member Cities for the benefit of the district, and acting as custodian of sinking funds created for or required by indebtedness; 11) authorizing an annual independent audit of all District accounts, books, vouchers and funds, 12) promulgating, establishing and adopting bylaws governing Board operations; 13) continuing a Firefighter's Relief Association for the benefit of District members and making contributions to fund the Firefighters' Relief Association as the Board deems appropriate; and 14) contracting to provide fire protection and medical response services. See Exhibit 2: EXFD Joint Powers Agreement at Section 3 - General Powers of the Board.
- D. The JPA creates a District Operating Committee with limited authority. The Operating Committee is comprised of the Ex-Officio members of the Fire Board, defined as the chief administrative officers of each of the JPA member cities. Presently, those persons are: 1) Deephaven City Administrator/Special Counsel, Dan Madsen; 2) Excelsior City Manager, Kristi Luger; 3) Shorewood City Administrator, Marc Nevinski; 4) Tonka Bay City Administrator, formerly CJ Hoff; and 5) Greenwood Mayor Tom Fletcher in the capacity of City Administrator. The Operating Committee is tasked with meeting with the Fire Chief/District Administrator on a monthly basis and reporting to the Board at each regular meeting. The Operating Committee is empowered with the limited authority to approve budgeted expenditures during monthly meetings. Non-budgeted expenditures must be approved by the Board. See Exhibit 2: EXFD Joint Powers Agreement, Amendment 3.
- E. Minnesota Statutes requires a JPA providing fire services to designate a fire chief with authority to perform key statutory duties. See Minn. Stat. § 471.59, subd. 10. JPAs may "employ agents and employees", including a Fire Chief, but are not required to do so. Multiple Minnesota statutes impose mandatory duties on "the fire chief" of a fire department. The statutes do not require the chief to be an employee - only that the department has a designated individual who performs key statutory duties that include:
1. *Fire investigations and reporting*: Minn. Stat. § 299F.04, subd. 1 - The fire chief must investigate the cause of fires; Minn. Stat. § 299F.04, subd. 2 - The fire chief must file written reports with the State Fire Marshal.

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2. *Authority at Fire Scenes - Incident Command and Emergency Operations*: Minn. Stat. § 299F.011, subd. 2 - The fire chief has authority to direct operations and order evacuations.
 3. *Training and Certification Oversight*: Minn. Stat. § 299N.05 - The fire chief must ensure firefighter training and certification compliance.
 4. *Relief Association Reporting*: Minn. Stat. § 424A.05, subd. 3 - The fire chief must certify service credit for relief association members.

**In 2019, as discussed further herein and Attachment A, Chief Mackey joined the EXFD Fire Relief Association. Annually since then, he certified his own service credit, activity creating conflict of interest concerns.

5. *Hazardous materials incident command*: Minn. Stat. § 299F.40, subd. 1 - The fire chief is responsible for establishing incident command at hazmat scenes.
- F. JPA authority is vested in the Fire Board and not in the Fire Chief. The Fire Chief's authority exists only through delegation in the JPA or Board policy. See Minn. Stat. § 471.59 (Joint Exercise of Powers Act); and Minn. Stat. § 412.111 (general municipal authority to create departments and appoint officers—applies by analogy to joint powers entities).
- G. The JPA provides that the “Fire Chief/District Administrator” shall be chosen by the Board solely on the basis of training, experience, administrative and other qualification. They serve at the pleasure of the Board and shall be appointed for an indefinite period of time and may be removed by the Board at any time. The Fire Chief/District Administrator is responsible to the Board for: 1) the efficient and economical operation of the District; 2) the hiring, termination, supervision, discipline and the direction of District personnel; 3) the establishment of rules of conduct for personnel; and 4) carrying out the policies and procedures adopted by the Board. See Exhibit 2: EXFD Joint Powers Agreement, Section 5 – Personnel and Administration.

It appears² that the Fire Board did not enter into a written employment agreement with Fire Chief Mackey. Under Minnesota law, a Joint Powers Authority (JPA) has statutory authority to establish the terms and conditions governing the appointment and removal of its officers and employees. Minnesota common law presumes employment to be at-will unless that presumption is altered by contract, statute, or a policy creating enforceable employment rights. In the absence of an executed employment agreement or a statutory provision granting tenure protection, the terms of employment are controlled by the JPA agreement itself, as authorized under Minn. Stat. § 471.59.

- H. Minnesota law, Attorney General guidance, and municipal governance norms establish that JPA staff, including a Fire Chief, must inform the governing body whenever an operational matter implicates the Fire Board's governance responsibilities, even if no statute or policy explicitly specially says “the Chief must inform the Board.” The duty arises from the

² Fire Board meeting minutes dating back to 2019 do not approve or reference a Fire Chief employment agreement.

Board's exclusive legal authority over governance matters, the Chief's subordinate and delegated authority, and the Board's fiduciary duties, which require it to be informed.

1. The Fire Chief must inform the Fire Board of operational decisions with fiscal impact, including: a) major equipment purchases; b) changes in staffing levels or duty models; c) overtime practices that affect the budget; d) changes in service delivery that alter cost structure; e) equipment failures and purchases, etc. *Authority:* Minn. Stat. §§ 412.201, 465.03; Office of the State Auditor (OSA) Internal Controls guidance.
2. The Fire Chief must inform the Fire Board about operational decisions that require or imply policy changes, including: a) changes to response protocols that require new policies; b) modifications to training standards that affect liability; c) changes to personnel practices or discipline systems, etc. *Authority:* Minn. Stat. § 412.201; League of Minnesota Cities (LMC) Handbook; OSA Separation of Duties.
3. The Fire Chief must inform the Fire Board about operational decisions that create legal or intergovernmental commitments, including: a) mutual aid agreements; b) shared services or resource-sharing agreements; c) participation in regional teams (hazmat, USAR, etc.), etc. *Authority:* Minn. Stat. §§ 465.03, 471.59.
4. The Fire Chief must inform the Fire Board about operational decisions that materially affect public safety and liability, including: a) changes to incident command structure; b) alterations to training programs; c) safety-critical equipment changes; d) modifications to risk-management practices, etc. *Authority:* OSA Internal Controls; LMC Fire Department Management Guide.
5. The Fire Chief must inform the Fire Board about operational decisions that affect the public or elected officials, including: a) changes in service levels (e.g., response times, station coverage); b) public communications about major incidents or controversies; d) community risk-reduction initiatives with political implications, etc. *Authority:* Minn. Stat. § 412.201 and OSA Public Purpose guidance.
6. The Fire Chief must inform the Fire Board about operational changes/outcomes related to intergovernmental coordination affecting multiple JPA member cities, including: a) station coverage, b) response models; c) resource allocation, d) shared services, e) joint entity policy direction, etc. *Authority:* Joint Powers Act, Minn. Stat. § 471.59 (The JPA Board and not the Fire Chief, holds authority over: intergovernmental coordination).
7. The Fire Chief must inform the Fire Board about operational changes/outcomes that could alter public expectations and/or may become politically sensitive, including: a) changes impacting response times; b) consolidation of service areas; c) permanent or temporary closure of a fire station; d) changes in fire inspection enforcement policies; e) changes in mutual aid agreements; f) changes in call prioritization; g) budgetary and resource impacts; h) major apparatus failure, i) operational matters that may result in public controversy and/or result in media

attention, etc. *Authority:* Minn. Stat. § 412.201 (The governing body “shall possess all powers... and shall make all decisions relating to the operation of the city.”)

IV. FINDINGS

- A. Finding – Issues 1 and 2: Fire Chief Mackey did not proactively, timely and fully inform the Fire Board of operational decisions directly affecting matters under the Fire Board’s legal governance authority and responsibility. The finding and sub-findings 1-3 are based on confirmed facts and Chief Mackey’s admissions.

1. Sub-Finding 1 (Issue 1):

The Fire Board has governance authority over matters with fiscal impacts. Since 2019, Fire Chief Mackey has been employed fulltime for the EXFD. He received an annual salary established by the Board and is eligible to participate in Public Employee’s Retirement Association (“PERA”) pension program. In 2019, Chief Mackey joined the Relief Association. He did not request and receive Fire Board authorization to do so and did not seek a legal opinion verifying that activity is permitted. From 2019-2025, Chief Mackey participated in PERA and the Relief Association pension program. During that seven year period, he received annual Relief Association contributions totaling \$61,550. Annually since 2019, he certified his own service credit, activity that creates conflict of interest concerns.³ From 2022 to 2025, in addition to his fulltime Salary and PERA pension benefits, Chief Mackey received an additional \$42,938.06 in compensation for working duty shifts. Chief Mackey did not request and receive Fire Board authorization to receive the additional compensation. Annual EXFD budgets Fire Chief Mackey submitted to the Fire Board for consideration and approval do not identify as separate line items, the additional compensation he received.⁴ The additional compensation was included in the total budgeted compensation amount proposed. The Chief’s lack of transparency is a breach of his duty of loyalty, transparency and honesty to the Fire Board and a lapse in professional judgement that prevented the Fire Board from exercising timely and informed fiscal oversight.

2. Sub-Finding 2 (Issue 2): Fire Chief Mackey did not timely inform the Fire Board of an invoice in the amount of \$51,409.57 that he received by email on February 18, 2025, for Fire Engine 11 manufacturing change orders which emails indicate he requested in October and December 2024. The Chief’s failure to timely inform the Fire Board of the additional change order expenses incurred prevented the Board from exercising informed fiscal oversight. During a Fire Board meeting on April 23, 2025, Fire Chief Mackey misrepresented the additional Engine 11 change order cost as recent news to him, and he

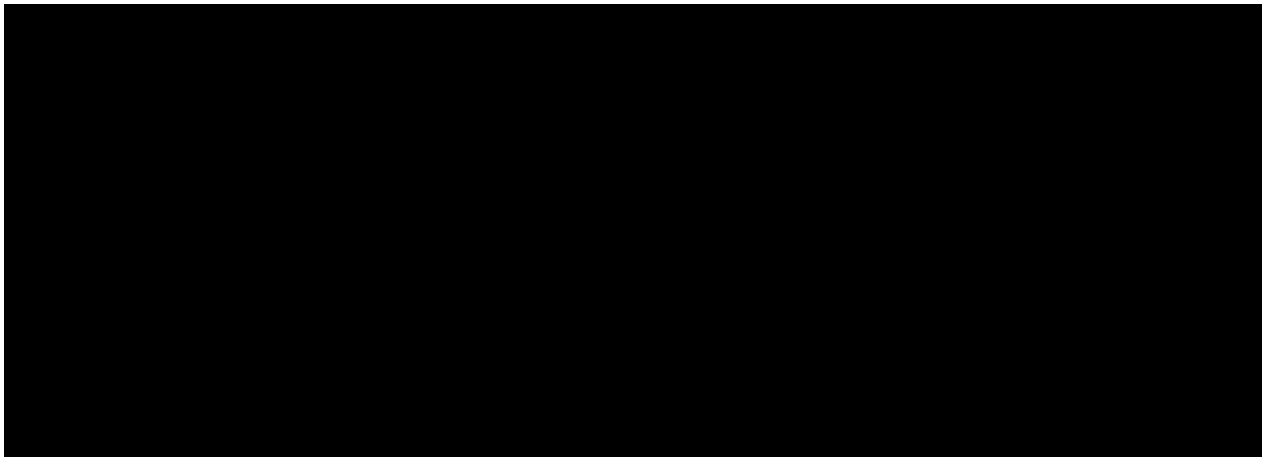
³ As discussed further in Attachment A, a conflict of interest exists where a public official’s personal financial interests may influence, or reasonably appear to influence, the performance of official duties. Service credit determinations directly affect a member’s pension eligibility and financial benefits. By certifying his own service credit, Chief Mackey was exercising discretionary authority over a matter in which he had a direct personal financial interest.

⁴ Additionally, Fire Chief Mackey did not request and receive Fire Board authorization for another fulltime and salaried Officer to participate in the Fire Board and receive additional compensation for working duty shifts. This is mentioned due to the fiscal impact of that decision - a Board governance matter.

blamed the manufacturer for not communicating the cost of the change orders which emails show he requested and that were completed on Engine 11 when EXFD personnel took possession of it on February 20, 2025. Chief Mackey had to know that manufacturer completion of the change order items would result in additional costs. The Chief's remarks to the Board was a material misrepresentation of the facts. His conduct constitutes a breach of his duty of loyalty, transparency and honesty to the Fire Board that damaged trust and confidence in his credibility and leadership effectiveness.

3. Sub-Finding 3 (New Issue): Fire Chief Mackey did not inform the Fire Board until January 28, 2026, of an Engine 21 crash on December 14, 2025, resulting in damage to a bank of residential mailboxes, an estimated \$88,399.89 in damage to Engine 21 which has been out of service since the accident, and a League of Minnesota Cities (LMC) insurance claim. The Chief's lack of transparency prevented the Fire Board from exercising timely and informed fiscal oversight and consider and address the impact on service delivery and potential District risk/liability.

The finding is discussed in greater detail in Attachment A. See Attachment A: Discussion of Issues 1 and 2 - Finding and Factual Basis for Finding.



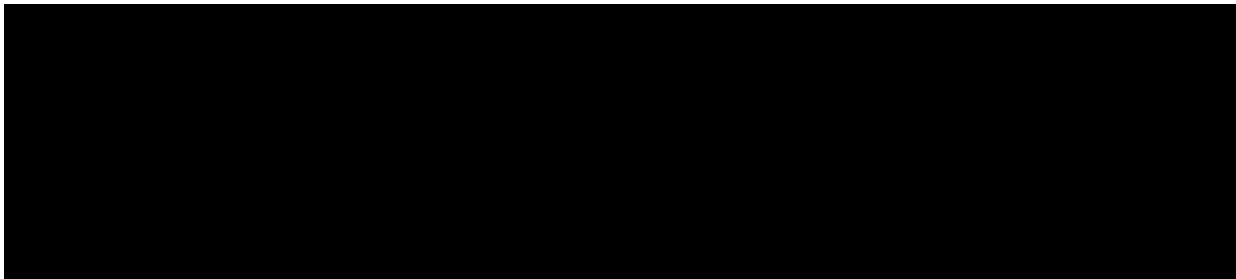
- C. Finding – Issue 4: Chief Mackey had knowledge of and did not act, in accordance with EXFD Personnel Handbook Section 5.15 – Harassment Prevention, to address multiple verbal reports EXFD personnel made to him over a period of approximately three years regarding perceived disrespectful and disparate treatment based on gender.

The finding is discussed in greater detail in Attachment C. See Attachment C: Discussion of Issue 4 - Finding and Factual Basis for Finding.

- D. Finding – Issue 5: Chief Mackey initiated and supported behavior perceived by some EXFD personnel as prohibited religious and race-based discrimination. Chief Mackey coined the nickname and publicly referred to an employee who [REDACTED] as “[REDACTED].” In reference to a member of [REDACTED] descent [REDACTED] with more than [REDACTED] years of fire service who is known for talking for extended periods of time, Chief Mackey spent \$211.85 in District funds to manufacture and affix decals on the back and two side doors of newly constructed Engine 11. The decals reads “I’ve been

██████████” In 2024, the Fire Board approved the payment of an invoice that included, among 89 line items, one line item generally identifying the decals as “lettering.” The invoice and a schematic drawing of some (not all) Engine 11 change order items presented to the Fire Board during a work session on March 24, 2024, do not clearly identify the content of the decals. Work session meeting minutes do not reference the decals.

The finding is discussed in greater detail in Attachment D. See Attachment D: Discussion of Issue 5 - Finding and Factual Basis for Finding.



V. Chief Mackey’s Closing Remarks and Letter to Decision Makers

- A. At the close of Chief Mackey’s second and final interview on January 23, 2026, which concluded approximately seven hours of discussion, he expressed remorse for events that damaged trust and led to the Fire Board authorizing an investigation. Chief Mackey acknowledged that the Fire Board can expect that he will be responsive, transparent, provide timely, clear and accurate information, and lead by example to promote an organizational culture grounded in technical competency, firefighter readiness and safety, excellent service to the community, professionalism, integrity, ethics, transparency, accountability, and strict legal and policy compliance.
- B. In a letter Chief Mackey submitted on February 12 for Fire Board consideration, he acknowledged mistakes. He discussed his understanding of and commitment moving forward to meet Board expectations. The letter indicates:

“February 12, 2026

Dear Members of the Excelsior Fire District Board, I am writing this letter to sincerely acknowledge my actions and the impact they have had. I want to take full responsibility without making excuses. I recognize that my behavior has not reflected the standards expected of me. Specifically, I understand the seriousness of the concerns regarding discriminatory behavior. That does not align with who I want to be or the culture we are trying to build, and I deeply regret any harm or division it may have caused. I also acknowledge the issues surrounding cost overruns and tardiness of reporting them. I am not new to this role, and I should have known better. My experience means I should be setting the example, not falling short of expectations. There is no justification for not managing time and resources appropriately. ██████████

██████████ Regardless of intent, it was inappropriate and

unprofessional. I understand how that reflects on my commitment and integrity.

[REDACTED] If there has been no movement in my position, that is a direct reflection of areas where I need to grow. Holding a dual role requires a higher level of responsibility, communication, and leadership than I have consistently demonstrated. Most importantly, I understand that trust has been impacted. Trust is earned through consistent actions, not words. I am committed to being open to learning, accepting coaching, and making the necessary changes to rebuild that trust. I welcome accountability to demonstrate measurable improvement. This will not happen again. I am taking this seriously and am committed to being better — in my behavior, my professionalism, my leadership, and my decision-making. I value this organization and the people in it, and I am determined to prove through my actions that I can meet the standards expected of me.

Respectfully, Curt Mackey, Fire Chief.”

See Exhibit 13: Chief Mackey 02.12.26 Letter for Fire Board Consideration.

VI. Exhibit List

- A. Exhibit 1: 11.26.2025 Excelsior Fire District Investigation Authorization Letter and Attachments
- B. Exhibit 2: EXFD Joint Powers Agreement & Amendments 1-3
- C. Exhibit 3: EXFD Organizational Chart (04.01.25)
- D. Exhibit 4: EXFD Employee Handbook (January 2025)
- E. Exhibit 5: EXFD Fire Chief Job Descriptions
- F. Exhibit 6: [REDACTED]
[REDACTED]

[REDACTED]

G. Exhibit 7: Dual Membership in PERA and Relief Association Records

1. Exhibit 7A: EXFD Relief Association Chair and Vice List – 2006 to 2026
2. Exhibit 7B: [REDACTED] Relief Association Meeting Minutes Authorizing Chief Curt Mackey's Relief Association Membership
3. Exhibit 7C: 03.25.21 Relief Association meeting Minutes Authorizing [REDACTED]
[REDACTED] Relief Association Membership
4. Exhibit 7D: Spreadsheet Calculation – All Fulltime Staff Compensation for Duty Shifts
5. Exhibit 7E: Spreadsheet Calculation - Additional Compensation Fire Chief Mackey Earned Working Duty Shifts in 2022, 2023, 2024 and 2025
6. Exhibit 7F: Spreadsheet Calculation - Additional Compensation [REDACTED]
[REDACTED] Earned Working Duty Shifts in 2024 and 2025
7. Exhibit 7G: Financial Statements Identifying Chief Curt Mackey's and [REDACTED]
[REDACTED] Salary and Additional Compensation for Working Duty Shifts
8. Exhibit 7H: Payroll Records Verifying Chief Curt Mackey's and [REDACTED]
[REDACTED] Salary and Additional Compensation for Working Duty Shifts
9. Exhibit 7I: Chart of Board Meeting Minutes Reviewed by Chief Curt Mackey to Confirm Board Approval of Relief Association Membership and Additional Compensation
10. Exhibit 7J: 10.29.25 Legal Opinion Letter - Dual Membership in PERA and Relief Association
11. Exhibit 7K: 12.19.25 Memo From Chief Mackey to EXFD Personnel Announcing Discontinuance of Dual Service Effective 02.01.26

H. Exhibit 8: Engine 11 Manufacturing Cost Records

1. Exhibit 8A: Engine Manufacturer Cost Proposal Dated 01.11.24
2. Exhibit 8B: Manufacturer Lease Proposal (Undated)
3. Exhibit 8C: First Engine 11 Change Order Dated 03.06.24 (\$21,237.37)
- 4.

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5. Exhibit 8D: 03.24.24 Fire Board Meeting Agenda – Fire Engine 11 Change Order Approved
 6. Exhibit 8E: Second Change Order Dated 08.09.24 (\$16,861.82)
 7. Exhibit 8F: EXFD Communications with Manufacturer Regarding Engine 11 Change Order Costs
 8. Exhibit 8G: Chief Mackey Scan of Email Communications with Manufacturer Regarding Engine 11 Change Order Costs
 9. Exhibit 8H: Transcript of 04.23.25 Board Meeting Discussion Regarding Unpaid Change Orders for Work Completed on Engine 11
 10. Exhibit 8I: Recording of 04.23.25 Board Meeting
 11. Exhibit 8J: Board Resolution Dated 04.02.25 Approving Financing in the Amount of \$51,409.57
 12. Exhibit 8K: Legal Opinion Dated 06.05.25 Regarding EXFD Lease Agreements
- I. Exhibit 9: Engine 11 “You’ve Been [REDACTED]” Decal Records
1. Exhibit 9A: 03.06.24 Fire Board Meeting Minutes Unanimously Approving Engine 11 Change Order Dated 03.06.24
 2. Exhibit 9B: First Engine 11 Change Order Dated 03.06.24— Total Cost \$21,237.37
 3. Exhibit 9C: Engine 11 Schematic Drawing of First Change Order Dated 03.06.24
- J. Exhibit 10: Engine 21 12.14.25 Accident Records
1. Exhibit 10A: 12.24.25 Police Report and Engine 21 Driver Statement
 2. Exhibit 10B: 12.15.25 and 01.28.26 Emails Regarding Engine 21 Crash Damage to Residential Mailboxes
- K. Exhibit 11. 02.06.26 Letter from Fire Chief Mackey to the Fire Board Discussing EXFD Accomplishments
- L. Exhibit 12: [REDACTED]

M. Exhibit 13: Chief Mackey Letter for Fire Board Consideration

1. Exhibit 13A: 02.12.26 Email from Chief Mackey to Investigator Attaching Letter for Fire Board Consideration
2. Exhibit 13B: Chief Mackey Letter to the Fire Board Dated 02.12.26

Report drafted and submitted:

On: March 3, 2026

By: Michelle M. Soldo

Date:

Michelle M. Soldo, Attorney & Consultant
Soldo Consulting, P.C.

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ATTACHMENT A

Discussion of Issues 1 and 2, Findings and Factual Basis for Findings

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The analysis of issues 1 and 2 is combined because those events, and a third confirmed event, indicate that Chief Mackey did not proactively, timely and fully inform the Fire Board of operational decisions and outcomes for which the Fire Board has legal governance responsibility and authority.

A. Issue 1: Alleged Unauthorized Dual Fulltime and Relief Association Compensation

The investigation considered and answered the following questions: 1) When and what led to Fire Chief Mackey and [REDACTED], who are both fulltime salaried employees, to join the EXFD Relief Association? 2) Were they compensated for their fulltime work and additionally compensated for EXFD duty shifts they worked? 3) If yes, did Fire Chief Mackey request and receive Fire Board authorization for the additional compensation earned? 4) If yes, when and how was the Fire Board notified of and when and in what manner did the Fire Board approve dual compensation? 5) If the Fire Board did not authorize the dual compensation, what are the organizational impacts and legal implications, if any, of the Chief's actions and inaction?

Issue 2: Perceived Lack of Transparency and Dishonest Statements to the Fire Board

The investigation considered and answered the following questions: 1) During a Fire Board meeting on April 23, 2025, did Fire Chief Mackey timely, accurately and truthfully inform the Fire Board that he only recently learned about an outstanding invoice for \$51,409.57 in additional change order costs for Fire Engine 11? 2) If not, what are the organizational impacts and legal implications, if any, of the Chief's behavior?

- B. Finding – Issues 1 and 2: Fire Chief Mackey did not proactively, timely and fully inform the Fire Board of operational decisions directly affecting matters under the Fire Board's legal governance authority and responsibility. The finding and sub-findings 1-3 are based on confirmed facts and Chief Mackey's admissions.

Discussion of Sub-Finding 1 (Issue 1): The Fire Board has governance authority over matters with fiscal impacts. Since 2019, Fire Chief Mackey has been employed fulltime for the EXFD. He received an annual salary established by the Board and is eligible to participate in the PERA pension program. In 2019, Chief Mackey joined the Relief Association. He did not request and receive Fire Board authorization to do so and did not seek a legal opinion verifying that activity is permitted. From 2019-2025, Chief Mackey participated in the PERA and the Relief Association

pension programs. During that seven year period, he received annual Relief Association contributions totaling \$61,550. Annually since 2019, he certified his own service credit, activity that creates conflict of interest concerns. From 2022 to 2025, in addition to his fulltime salary and PERA pension benefits, Chief Mackey received an additional \$42,938.06 in compensation for working duty shifts. Chief Mackey did not request and receive Fire Board authorization to receive the additional compensation. Annual EXFD budgets Fire Chief Mackey submitted to the Fire Board for consideration and approval do not identify as separate line items, the additional compensation received.¹ The additional compensation was included in the total budgeted compensation amount proposed. The Chief's lack of transparency is a breach of his duty of loyalty, transparency and honesty to the Fire Board and a lapse in professional judgement that prevented the Fire Board from exercising timely and informed fiscal oversight.

Factual Basis for Sub-Finding 1 (Issue 1):

1. Chief Mackey confirmed, and RA meeting minutes establish that he joined the Relief Association on January 31, 2019. See Exhibit 7B: 01.31.19 Relief Association Meeting Minutes Authorizing Chief Curt Mackey's Relief Association Membership.
2. Records Chief Mackey provided confirm that from 2022 to 2025, he received an additional \$42,938.06 in compensation for working duty shifts. See Exhibit 7E: Spreadsheet Calculation - Additional Compensation Fire Chief Mackey Earned Working Duty Shifts in 2022, 2023, 2024 and 2025 and Exhibit 7G: Financial Statements Identifying Fire Chief Curt Makey's Salary and Additional Compensation for Working Duty Shifts.
3. Additionally, from 2019 to 2025, Fire Chief Mackey earned Relief Association Pension benefits totaling \$61,550.² Annually, since 2019, Chief Mackey certified his own Relief Association contribution eligibility, activity creating conflict of interest concerns.
 - a. A conflict of interest exists where a public official's personal financial interests may influence, or reasonably appear to influence, the performance of official duties. Under Minnesota's common law conflict-of-interest doctrine, a public officer is prohibited from placing himself in a position where personal financial interests conflict with official responsibilities. See *Lenz v. Coon Creek Watershed Dist.*, 278 Minn. 1, 20, 153 N.W.2d 209 (1967) (public officers owe a fiduciary duty and must avoid situations where personal interest conflicts with public duty). Additionally, Minnesota courts recognize that even the appearance of divided loyalty can undermine public confidence in governmental decision-making. See *Town of Springfield v. Murdock*, 232 Minn. 219, 225, 45 N.W.2d 9 (1950) (public officials must avoid circumstances that tempt them to act in their own

¹ Additionally, Fire Chief Mackey did not request and receive Fire Board permission for another fulltime and salaried Officer to participate in the Fire Board and receive additional compensation for working duty shifts. This is mentioned due to the fiscal impact of that decision – a Board governance matter.

² Chief Mackey was asked to provide records showing compensation he earned in every year he received compensation beyond his Board authorized annual salary. The data provided shows Chief Mackey earning an additional compensation in four years, 2022-2025. The Assistant Chief verified and provided the following Relief Association annual pension benefit contribution data: 2019 = \$7850; 2020 = \$8250; 2022 = \$10,825; 2023 = \$11,050; 2024 = \$11,500; 2025 = \$12,075.

- interest rather than in the public interest). Service credit determinations directly affect a member's pension eligibility and financial benefits. By certifying his own service credit, Chief Mackey was exercising discretionary authority over a matter in which he had a direct personal financial interest. That dual role of beneficiary and certifying authority creates, at minimum, the appearance of impropriety, and potentially a prohibited conflict if discretionary judgment was involved.
- b. Minnesota Statutes governing relief associations also emphasize fiduciary obligations of those administering public pension funds. *See* Minn. Stat. § 424A.04, subd. 9 (requiring fiduciary responsibility in the management of relief association assets). Fiduciary duties include acting solely in the interest of beneficiaries and avoiding self-dealing. Where an individual effectively validates his own eligibility for benefits, safeguards such as independent review or board approval are typically required to satisfy fiduciary standards.
 4. Chief Mackey initially told the Investigator that fulltime staff membership in the Relief Association is a long standing EXFD practice predating his 2019 appointment as Chief. After further discussion, Chief Mackey acknowledged that his answer was misleading. Only part-time and fulltime staff who were paid hourly and eligible to earn overtime, who also continued to serve as POC FFs, were Relief Association members. It has never been the case that an EXFD Fire Chief, who is a salaried and overtime exempt employee and required to respond to fire calls during and after their regularly scheduled workday, received additional compensation for fire calls and annual Relief Association pension benefits for responding to calls.
 5. Chief Mackey acknowledged he did not request and receive Board authorization or a legal opinion confirming that fulltime salaried employee participation in the Relief Association was operationally and legally appropriate. Chief Mackey discussed the reasons he believes participation in the Relief Association was justified. He said that improving EXFD member recruitment and retention is a Fire Board priority. He felt that the Chief and [REDACTED] working duty shifts along-side other EXFD personnel would show that they, like POC members, are committed to working outside of their fulltime work hours, which "would boost morale" and help during periods of short-staffing.
 6. Additionally, Chief Mackey said it made financial sense for him to join the Relief Association because he was then paid for duty shifts worked at a lower rate instead of using flex time (credited at his higher rate) which reduced his availability during regular business hours to perform their other duties and responsibilities. Chief Mackey acknowledged that a former Fire Chief who was a fulltime and salaried employee, routinely responded to fire calls outside of regular business hours and did not receive additional compensation for doing so.
 7. Chief Mackey confirmed that in and since 2021, he did not inform the Fire Board or the Operating Committee, in writing or verbally, of the increased payroll expenses and financial obligations incurred by the five joint powers cities for the additional compensation he and [REDACTED] received for working duty shifts after they joined the Relief Association. Chief Mackey offered the following reasons to justify his inaction:

- a. Chief Mackey said that he understands that the Fire Board sets his salary and approves the compensation of other EXFD members, *and* he is responsible for informing the Board and/or Operating Committee about “proposed” changes impacting EXFD funding, including compensation. Chief Mackey said it did not occur to him to confer with the Board about the additional compensation he and [REDACTED] earned for working duty shifts. Because two Board members sit on the Relief Association Board,³ he “mistakenly assumed” and did not confirm that the entire Board was aware that he and [REDACTED] joined the Relief Association and were compensated for working duty crew shifts and received annual Relief Association pension contributions.
 - b. Chief Mackey said that he now (as of his 01.23.26 interview) understands that in 2019, he should have sought Board approval to join the RA and thereafter receive additional compensation for working duty shifts. In 2024, he should have sought Board approval for [REDACTED] to continue as a Relief Association member and receive additional compensation for working duty shifts. He also understands that due to Board turnover, he should have provided annual Board updates.
8. Chief Mackey confirmed that annual budgets and financial statements he submitted to the Board (records he did not provide) do not identify, as a separate line item, the additional compensation he and [REDACTED] received for working duty shifts. Chief Mackey explained that he included the additional compensation costs in the total amount he identified for annual compensation in budgets he submitted for Board consideration and approval.
9. Chief Mackey acknowledged that the Fire Board approved annual budgets for compensation benefitting him personally, without full disclosure of the additional compensation he earned. Chief Mackey said it did “not occur” to him to separate out and distinguish in budgets or otherwise disclose and explain to the Fire Board, the basis for the additional compensation costs. Chief Mackey said he now understands that, to ensure fiscal transparency, he should have reported the additional salary costs as separate line items in proposed annual budgets. According to Chief Mackey, in October 2025, the Fire Board sought a legal opinion. Effective February 1, 2025, at the direction of the Fire Board, parttime and fulltime EXFD personnel who receive PELRA pension benefits will not participate in the Relief Association. See Exhibit 7J: 10.29.25 Legal Opinion Letter - Dual Membership in PERA and Relief Association *and* Exhibit 7K: 12.19.25 Memo From Chief Mackey to EXFD Personnel Announcing Discontinuance of Dual Service Effective 02.01.26.
10. For the reasons discussed below, Minnesota law does not permit a firefighter to receive overlapping PERA and Relief Association pension coverage for the same firefighting service. Since 2019, Chief Mackey was a full-time, PERA-covered firefighter and his receipt of PERA and Relief Association pension benefits for the same service (dual pension) was prohibited.

³ In 2021, Relief Association Board members included Tom Fletcher and Lou Dierking. In 2024, Relief Association Board members included Dustin Maddy and Tim Connelly. Exhibit 7A: EXFD Relief Association Chair and Vice List – 2006 to 2026. [REDACTED]

- a. Full-time firefighters employed by a governmental subdivision are generally members of the PERA Police and Fire Plan under: 1) Minn. Stat. § 353.64, subd. 1 (membership of police officers and firefighters); and 2) Minn. Stat. § 353.01, subd. 2b (definition of “public employee”).
 - b. Under § 353.64, firefighters who are full-time employees of a governmental subdivision and who meet eligibility criteria are members of the PERA Police and Fire Plan. PERA membership is mandatory unless a statutory exclusion applies.
 - c. Fire relief associations are governed primarily by: 1) Minn. Stat. ch. 424A; and 2) Minn. Stat. ch. 69. Under Minn. Stat. § 424A.001, subd. 10, a “volunteer firefighter” is defined as a person who: 1) is a member of the fire department, 2) is not paid a salary for firefighting duties, and 3) receives nominal compensation or per-call payments.
 - d. Under Minn. Stat. § 424A.02 (defined benefit relief associations), and Minn. Stat. § 424A.016 (defined contribution relief associations), relief association pensions are specifically tied to volunteer firefighter service.
 - e. Under Minn. Stat. § 353.01, subd. 2b(2), volunteer firefighters who are members of a relief association are excluded from PERA membership for that service. Conversely, full-time firefighters who are PERA members are not considered volunteer firefighters for purposes of relief association participation.
11. The investigation revealed that the organizational impact of Chief Mackey’s undisclosed personal gain from additional compensation not clearly identified in a Board approved budget he manages, is that he damaged internal and governing body trust in his professional judgement and credibility.
 12. The potential legal implications of Chief Mackey’s verified actions and inaction are that the unauthorized compensation he received may constitute the unlawful expenditure of public funds and a prohibited organization conflict of interest - legal determinations beyond the scope of the review.
 - a. Under Minnesota law and pursuant to the terms of the JPA, the compensation of public officials such as a Fire Chief, and other District personnel, must be authorized by the governing body. Chief Mackey did not seek or otherwise receive Fire Board authorization for the additional compensation he earned responding to fire calls and working duty shifts. As such, the compensation he received could be considered an unauthorized expenditure of public funds. That legal determination is beyond the scope of the fact-finding investigation.
 - b. The investigation did not reveal facts that would support the conclusion that the Chief “intentionally” misappropriated funds or that he made false claims to further that activity. Rather, the facts confirm that without Board consultation and authorization, Chief Mackey implemented a compensation scheme that benefitted him personally – action that creates a perceived, if not actual, organizational conflict of interest. An organizational conflict of interest exists when an official’s personal financial interest

intersects with their official decision-making authority in a manner that creates a risk that the official's judgment may be influenced, or reasonably appear to be influenced, by personal gain. While Minnesota statutes do not use the precise phrase "organizational conflict of interest" in the municipal executive context, the concept is embedded in conflict-of-interest statutes, fiduciary duty principles, public officer misconduct doctrine, and common law prohibitions against self-dealing. The core principle is that public officials must avoid participating in decisions in which they have a financial interest.

13. Even if the additional unauthorized compensation Chief Mackey received does not constitute the prohibited unauthorized expenditure of public funds, it is serious. Because Chief Mackey owes fiduciary duties to the Joint Powers entity, he must avoid self-dealing. He must not, as the facts confirmed, personally benefit from authority he controls. His verified lack of transparency interfered with the Fire Board's ability to exercise timely and informed fiscal oversight, which is a Board governance duty and responsibility.

- C. Discussion of Sub-Finding 2 (Issue 2): Fire Chief Mackey did not timely inform the Fire Board of an invoice in the amount of \$51,409.57 that he received by email on February 18, 2025, for Fire Engine 11 manufacturing change orders which emails indicate he requested in October and December 2024. The Chief's failure to timely inform the Fire Board of the additional change order expenses incurred prevented the Board from exercising informed fiscal oversight.

During a Fire Board meeting on April 23, 2025, Fire Chief Mackey misrepresented the additional Engine 11 change order cost as recent news to him, and he blamed the manufacturer for not communicating the cost of the change orders which emails show he requested and that were completed on Engine 11 when EXFD personnel took possession of it on February 20, 2025. Chief Mackey had to know that manufacturer completion of the change order items would result in additional costs. The Chief's remarks to the Board was a material misrepresentation of the facts. His conduct constitutes a breach of his duty of loyalty, transparency and honesty to the Fire Board that damaged trust and confidence in his credibility and leadership effectiveness.

Factual Basis for Sub-Finding 2 (Issue 2):

1. Email records confirm that Chief Mackey did not timely inform the Board of an invoice in the amount of \$51,409.57 that he received in February 2025 for Engine 11 production changes he authorized in October and December 2024.
2. The record indicates that during a Board meeting on April 23, 2025, Chief Mackey misrepresented Engine 11 change order costs he requested in October and December 2024 as unexpected news, and he claimed he requested but did not receive quotes for and thus did not approve change order items that were completed by February 20, 2025, when EXFD personnel took possession of Engine 11. After further discussion of email records, Chief Mackey confirmed that he requested verbally or in emails, approved the Engine 11 change orders identifying work the manufacturer completed between October and December 2024. When he told the Board the additional costs were unexpected, he meant that the manufacturer did not provide firm quotes for the change order items requested. He understood the EXFD would be charged for the additional work.

3. Under Minn. Stat. § 471.59, a joint powers entity must provide for: a) financing and budgeting, b) administration of the undertaking, and c) strict accountability of all funds. Chief Mackey's authorization of production changes to Engine 11, a capital asset, directly affects capital expenditure levels, contract pricing, budget appropriations, and long-term financing obligations. Even if Chief Mackey had authority to request the changes identified in the Engine 11 change order, he did not have the authority to unilaterally authorize the work. Cost increases that materially affect the budget require board notice and authorization. Additionally, the Chief received the outstanding change order invoice on February 18, 2025, yet he did not notify the Fire Board of the invoice or its fiscal implications until April 23, 2025.
4. Organizational and legal impacts of Chief Mackey's conduct include the additional cost to the Fire Board which was required to determine how to absorb the additional \$51,000 in unexpected debt without sacrificing service to the community.
5. Chief Mackey said he understands the Fire Board's concerns and the negative impacts of his actions and inaction. Chief Mackey said he should have and did not insist on the manufacturer providing him with a written estimate of change order costs, although the EXFD needed and he would have approved the changes irrespective of the cost. He should have "kept the board informed" about the change orders and sought Board approval for funding for the changes requested and completed. Chief Mackey also said that during the April 23, 2025 Fire Board meeting he "misspoke" and did not intend to mislead the Board. In hindsight, he understands that his lack of transparency and his perceived misrepresentation has damaged Board trust. Moving forward, he will keep the Board informed in the manner requested.

D. Discussion of Sub-Finding 3 (New Issue): Fire Chief Mackey did not inform the Fire Board until January 28, 2026, of an Engine 21 crash on December 14, 2025, resulting in damage to a bank of residential mailboxes, an estimated \$88,399.89 in damage to Engine 21 which has been out of service since the accident, and a League of Minnesota Cities (LMC) insurance claim. The Chief's lack of transparency prevented the Fire Board from exercising timely and informed fiscal oversight and consider and address the impact on service delivery and potential District risk/liability.

Factual Basis for Sub-Finding 3:

1. EXFD personnel reported and Chief Mackey confirmed that on December 12, 2025, in route to a call for service in the City of Shorewood, the driver of Engine 21 (the primary engine assigned to Station 2), hit and damaged a bank of as many as 40 residential mailboxes. There were no reported injuries sustained by EXFD personnel or the public. A police report was filed. The Assistant Chief immediately notified the Shorewood Mayor about the accident. A damage claim was submitted to the League of Minnesota Cities (LMC). Due to significant body damage to Engine 21, it was immediately taken out of service and may be deemed "totaled." The EXFD subsequently received and submitted to the LMC, a damage estimate in the amount of \$88,399.89. The Engine 21 driver was not disciplined for their driving conduct because "they are an inexperienced firefighter" with only "7-8 years of experience." The driver will not drive again until they complete additional Fire Apparatus Operator ("FAO") training on a date not yet determined. See Exhibit 10A: 12.24.25 Police

Report and Engine 21 Driver Statement *and* Exhibit 10B: 12.15.25 and 01.28.26 Emails Regarding Engine 21 Crash Damage to Residential Mailboxes.

2. Chief Mackey confirmed that Engine 21 is a major capital asset and front-line apparatus. The number “21” reflects that the apparatus is assigned to Station “2” and is the “first” engine out of that station. The damaged Engine is not a routine operational matter. That event directly impacts public safety service/responsiveness to JPA member cities and mutual aid partners, with impacts on EXFD budget and capital management (repair, replacement, rental, overtime, mutual aid costs). The accident required insurance reporting and claim handling and could result in potential liability if a delayed fire response results in loss. The out of service Engine can affect the EXFD’s ISO rating.⁴ Because those areas fall squarely within the Board’s governance authority, prompt notice to the Board was required and not discretionary.
3. Chief Mackey confirmed that, as of January 23, 2026 (his second interview), he did not inform the Board of the Engine 21 accident on December 12. Chief Mackey said he was aware that the Assistant Chief contacted the Shorewood Mayor. It did not occur to him to also update the Board. He was waiting until he had more information (damage assessment and cost estimate) to inform the Board. Chief Mackey then said he will brief the Board about the Engine damage during the next Board meeting scheduled on January 28, 2026. Moving forward, he will promptly inform the Board of accidents and other operational issues impacting Board governance authority.
4. The organizational and potential legal impacts of Chief Mackey’s failure to promptly inform the Board of the Engine 21 accident rendering a significantly damaged front-line Engine out of service impaired the Board’s ability to carry out its statutory governance duties. His delayed reporting prevented the Board from timely assessing service adequacy, evaluating temporary interim mitigation strategies, and communicating transparently with member cities and the public. Chief Mackey acknowledged that fire apparatus accidents are high-visibility events the Fire Board should not learn about through media reports, public rumor, staff conversations, insurance inquiries, or investigation questioning that prompted him to report the accident to the Fire Board on January 28.

⁴ ISO stands for Insurance Services Office (ISO) Public Protection Classification (PPC). ISO fire protection ratings are calculated by Verisk’s Insurance Services Office (ISO) — a private company that provides underwriting and risk-assessment services to insurance carriers. See <https://www.isomitigation.com/> - ISO’s official site where the PPC rating program is explained. An ISO rating: 1) evaluates a community’s fire protection capabilities; 2) considers apparatus inventory and readiness; 3) assesses staffing, response capacity, water supply, and communications; and 4) assigns a rating (Class 1–10) that insurers use in underwriting. A downgrade in ISO rating can increase property insurance premiums for residents and businesses, affect economic development, and impact municipal reputation and public trust. Although ISO ratings are not governed by statute, they directly relate to the Board’s statutory responsibilities regarding service delivery and fiscal accountability.

ATTACHMENT C

Discussion of Issue 4, Finding and Factual Basis for Finding

Privacy Warning. This document may contain private or confidential information that is protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Improper release of any information contained in this report may violate State statutes.

A. Issue 4: Alleged Failure to Investigate Reports of Unfair/Disparate Gender-Based Treatment

The investigation considered and answered the following questions: 1) Did EXFD personnel inform Fire Chief Mackey of concerns they are subjected to disparate gender-based treatment? 2) If yes, did Fire Chief Mackey investigate in accordance with EXFD policy requirements or otherwise address the reports? 3) If not, what are the organizational impacts and legal implications, if any, of the Chief's inaction?

B. Finding – Issue 4: Chief Mackey had knowledge of and did not act, in accordance with EXFD Personnel Handbook Section 5.15 – Harassment Prevention, to address multiple verbal reports EXFD personnel made to him over a period of approximately three years regarding perceived disrespectful and disparate treatment based on gender.

C. Factual Basis for Finding 3

1. The issue was identified in anonymous 360 performance review feedback. See Exhibit 6A: EXFD 10.28.25 Work Session Agenda and Fire Chief Curt Mackey 360 Review Report at p. 79.
2. Investigation feedback independently confirmed 360 performance review feedback. EXFD personnel reported that, for a period of approximately three years (2020 to 2023), a senior [REDACTED] employee was treated poorly by a senior officer, who spoke to and about the [REDACTED] in a demeaning manner and did not grant [REDACTED] requests for [REDACTED] training opportunities to develop professionally and qualify to apply for future officer vacancies within or outside of the EXFD. Over the three year period, the [REDACTED] member repeatedly complained to Chief Mackey about the [REDACTED] officer's behavior. The Chief is alleged to have told the complainant that the [REDACTED] officer is set in [REDACTED] ways. He can talk to [REDACTED] and that will likely result in more tension between them, or [REDACTED] can wait for [REDACTED] to retire in a year or two.
3. EXFD Policy Handbook Section 5, Paragraph 5.15 – Harassment Prevention, Sub-section Section 5.153 – Complaints related to Harassment, provides:

“An employee who believes he or she has been subject to harassment prohibited by this policy should report the incident immediately to your supervisor or the Fir

Chief. Any supervisor who receives a complaint of a violation of this policy or who has reason to believe that such behavior is occurring, **must report their concerns to the Fire Chief** or EXFD Attorney...”

“The employee making the complaint **will be asked** to put the facts relating to the office conduct or communication in writing. Thereafter, the investigation may include interview with the employee making the charges, the accused, and appropriate witnesses, depending upon the individual circumstances of the matter.”

Note: The policy indicates the employee “will be asked” to submit a written statement. It does not require a written statement or formal complaint for the investigation of their concerns.

4. Chief Mackey confirmed that over a three year period, the [REDACTED] member he correctly named, repeatedly complained to him that a [REDACTED] member he also correctly named, treated [REDACTED] disrespectfully and less favorably than others and [REDACTED] believed the different treatment was improperly based on [REDACTED] gender. Chief Mackey confirmed that he did not investigate, document or confer with the Operating Committee or Fire Board about the complaints. Chief Mackey said he told the complainant that [REDACTED] can submit a written complaint to him and he will talk to the accused. The complainant said [REDACTED] did not want to do that, expressing concern about retaliation. Chief Mackey confirmed that he told the accused can be abrasive and is set in [REDACTED] ways. [REDACTED] is expected to retire soon. Chief Mackey acknowledged that his remarks could have been perceived by the complainant as excusing the [REDACTED] officer’s behavior and advice that [REDACTED] can wait until [REDACTED] retires. Chief Mackey said he talked generally to the accused about [REDACTED] engagement with the complainant and urged [REDACTED] to be aware of [REDACTED] tone and to treat [REDACTED] fairly. He did not document, investigate or confer with the Operating Committee or Fire Board about the complainant’s gender-based disparate treatment claims. He did not investigate because he did not have a written complaint, which (as discussed above) EXFD policy does not require. Chief Mackey added that he also believed that the complainant’s concerns were largely based on a personality conflict and personal challenges, and not discriminatory treatment, a conclusion reached without investigation.
5. As discussed above, EXFD Policy Handbook Section 5.14 – Harassment Prevention, does not state that the investigation of alleged discriminatory behavior requires a written complaint. As such, Chief Mackey’s decision to take no action solely because the [REDACTED] complaints were verbal improperly imposes a reporting requirement not contemplated by EXFD Policy.
6. Organizational impacts confirmed by investigation feedback, are that Chief Mackey’s inaction conveyed the message that he selectively enforces EXFD policy compliance.
 - a. Gender-based disparate treatment in public safety agencies can undermine cohesion, affect recruitment and retention, increase turnover risk, and erode trust in leadership. A proper response can mitigate these effects. The failure to act decisively may reinforce perceptions of tolerance for bias.

- b. As the highest-ranking officer in the department, Chief Mackey holds command-level authority, ultimate responsibility for policy enforcement, and a leadership obligation to model policy compliance and accountability.
 - c. Chief Mackey failed to meet the policy obligation triggered by notice. Pursuant to EXFD Policy Section 5, Chief Mackey had a duty to take the [REDACTED] member's complaints seriously, at a minimum preliminarily assess and document whether the conduct alleged, if sustained, violates policy and performance standards, and initiate an internal investigation or refer the matter for external investigation.
7. Additionally, Chief Mackey's inaction could expose the EXFD to liability.
- a. Public fire departments are subject to both federal and state anti-discrimination statutes. Gender-based harassment and disparate treatment in public employment implicate: 1) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2; 2) the Minnesota Human Rights Act (MHRA), Minn. Stat. § 363A.08; and 3) potential retaliation protections under Minn. Stat. § 363A.15.
 - b. Under Title VII and the MHRA, an employer may be liable if: 1) harassment or discrimination occurred; 2) the employer knew or should have known; and 3) the employer failed to take prompt and appropriate corrective action. *See Faragher v. City of Boca Raton*, 524 U.S. 775 (1998) and *Burlington Industries v. Ellerth*, 524 U.S. 742 (1998).
 - c. Even if the Chief acted individually, the Board retains oversight responsibility. The Fire Board's interest is not only legal compliance but in promoting an organizational culture that is, among other things, professional, respectful and free from harassment and discrimination. When leadership does not investigate discrimination allegations, the cultural impact is that policies are viewed as symbolic and not enforced or selectively enforced, and reporting concerns is pointless. That erodes belief in fairness, which is foundational to organizational morale and retention.

ATTACHMENT D

Discussion of Issue 5, Finding and Factual Basis for Finding

Privacy Warning. This document may contain private or confidential information that is protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Improper release of any information contained in this report may violate State statutes.

A. Issue 5: Alleged Discriminatory Conduct

The investigation considered and answered the following questions: 1) Did Fire Chief Mackey engage in, allow and/or promote behavior and activity that could be perceived as offensive and/or discriminatory? 2) If yes, what are the organizational impacts and legal implications, if any, of the Chief's behavior?

- B. Finding – Issue 5: Chief Mackey initiated and supported behavior perceived by some EXFD personnel as prohibited religious and race-based discrimination. Chief Mackey coined the nickname and publicly referred to an employee who [REDACTED] as “[REDACTED].” In reference to a member of [REDACTED] descent [REDACTED] with more than [REDACTED] years of fire service who is known for talking for extended periods of time, Chief Mackey spent \$211.85 in District funds to manufacture and affix decals on the back and two side doors of newly constructed Engine 11. The decals reads “I’ve been [REDACTED].” In 2024, the Fire Board approved the payment of an invoice that included, among 89 line items, one line item generally identifying the decals as “lettering”. The invoice and a schematic drawing of some (not all) Engine 11 change order items that was presented to the Fire Board during a work session on March 24, 2024, do not clearly identify the content of the decals. Work session meeting minutes do not reference the decals.

C. Factual Basis for Finding:

1. State and federal law prohibits discrimination in employment based on protected class factors, including religion, race and national origin. *See* Minn. Stat. § 363A.08, subd. 2 *and* Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a)(1). Neither statute contains an exception for workplace “culture,” tradition, or humor. Cultural norms within a department do not override statutory civil rights protections. If conduct references a protected characteristic such as religion or race, it is legally significant regardless of whether similar non-protected nicknames exist in the workplace.
2. EXFD Policy Manual Section 5, paragraph 5.14 – Harassment Prevention, mirrors state and federal law and prohibits harassment on the basis of protected class factors, including religion, race and national origin.

- a. *Section 5, paragraph 5.15.2 – Policy* guidelines defines prohibited harassment to include “epithets, negative stereo types...or words that relate to a person’s race, creed, color, or religion” and “material” that is “posted or circulated on ESFD property...that relates to a person’s race, creed, color, religion,” etc. Staff with questions about whether conduct is permissible are advised to “discuss it” with their “supervisor or the Fire Chief.”
- b. *Section 5, paragraph 5.14.5 – Penalties for Harassment* indicates that “a violation of this policy may be grounds for immediate discipline, up to and including termination, or other appropriate action. Discipline if any, will be determine on a case-by-case basis, after a review of relevant information.”

See Exhibit 4: Excelsior Fire District Employee Handbook (January 2025) *at* Section 5.

3. EXFD Policy Manual Section 5 – Paragraph 5.14 – Respectful Behavior, indicates in relevant part:

“It is the policy of the EFXD to promote a positive and respectful workplace and public service environment that is free of harassment, violence, discrimination, and other offensive behavior. Maintaining a respectful workplace is a responsibility shared by all employees. No employee...shall engage in violent, discriminatory or offensive behavior towards another employee. Any employee found to have acted in violation of this policy may be subject to discipline, up to and including discharge.”

See Exhibit 4 *at* Section 5.

4. Anonymous 360 Review feedback regarding Chief Mackey’s work performance indicates: “We have documentation of the Chief using racial slurs. Not professional.” 360 Review feedback does not identify the specific “racial slurs” alleged. See Exhibit 6: Report - 360 Performance Review Feedback Regarding Chief Mackey Dated 10.18.25 *at* p. 79.
5. Investigation feedback identified and Chief Mackey confirmed the following: a) Chief Mackey’s coined and used the nickname “██████████” when talking to and about a senior FF who ██████████; and b) Chief Mackey used EXFD funds for the purchase and installation of decals on Engine 11 that read: “I’ve been ██████████.” The phrase references the last name ██████████ and race of a ██████████ FF.
6. Discussion of Alleged Racial Slur #1:
 - a. Chief Mackey confirmed reports that he coined the nickname and he refers to a senior EXFD member who ██████████ as “██████████.”
 - b. Initially, Chief Mackey did not agree with investigation feedback and perceptions that his use of the “██████████” nickname is offensive and inappropriate. Chief Mackey said that nick names are “part of the fire service culture.” EXFD nicknames reflect group camaraderie and acceptance. Most EXFD members have nick names. His nicknames are “Mac” or “Big Mac.” The nickname “██████████” was harmless fun and not intended

to demean the member based on his religion. The member he referred to as [REDACTED] laughed about it.

- c. EXFD Handbook Section 5, Prohibited Harassment, expressly defines prohibited behavior to include “epithets, negative stereo types...or words that relate to a person’s race, creed, color, or religion.” Even if, as Chief Mackey said, the nickname was coined and used in jest and not to demean or offend, that does not justify otherwise inappropriate behavior.
7. Discussion of Alleged Racial Slur #2: Chief Mackey used EXFD funds to purchase three decals affixed to Engine 11 that read: “I’ve been [REDACTED].”
- a. Chief Mackey confirmed reports that in reference to a [REDACTED] EXFD member of [REDACTED] descent with more than [REDACTED] years of EXFD service who was known to corner other EXFD members and talk for extended periods of time, he spent \$211.85 in EXFD funds for the design and application of graphics on the back and two side doors of Engine 11 that read: “I’ve been [REDACTED].” According to Chief Mackey, the sign “honors” the [REDACTED] member’s more than [REDACTED] years of fire service.
 - b. Chief Mackey acknowledged that the “I’ve been [REDACTED]” phrase refers to the [REDACTED] member’s last name [REDACTED] and their [REDACTED] descent. Initially, Chief Mackey said he did not agree with perceptions the phrase is racially and culturally inappropriate and words that should not adorn a taxpayer funded fire engine. Later, as discussed below, the Chief generally acknowledged the activity is not appropriate.
 - c. Investigation feedback confirmed that some EXFD members understood the racial undertones of the decal phrase and were offended by it, and did not feel it was appropriate to place the decals on EXFD property. It is reasonable to believe that some members of the public inquiring or otherwise learning about the meaning of the decal would perceive it as culturally and racially offensive and would not agree with the expenditure of taxpayer funds for that purpose.
 - d. In defense of the decals, Chief Mackey then said that Fire Board unanimously approved the decals after receiving and reviewing information presented during a work session that he said “clearly” identify the “I’ve been [REDACTED]” graphics. The supporting records provided and attached as Exhibit 9, include minutes of a March 24, 2024 Board work session, and two documents included in the work session packet: 1) a change order spreadsheet dated March 6, 2025, and 2) an 8.5” x 11” Engine 11 schematic drawing showing some of the change order items. The records do not support Chief Mackey’s claim that the entire voting Board clearly knew about and unanimously approved the purchase and installation of the “I’ve been [REDACTED]” decals on Engine 11.
 - e. The meeting minutes for the March 24, 2024 work session reflect a general discussion about the first Engine 11 change order presented to the Fire Board for consideration and approval. The minutes do not specifically mention or otherwise highlight the “I’ve been [REDACTED]” graphic. The meeting minutes indicates in relevant part:

“Present: Dustin Maddy (Shorewood), Jennifer Gallagher (Greenwood), Steve Erickson (Deephaven), Chief Mackey (joined at 17:33), Asst. Chief Basinger”

“E11 change order approval.

- a. Captain Heina and Captain Glodoski gave a high-level overview of why the change order...
- iii. Graphics were not budgeted as part of the price with Pierce – graphics has typically been done by a third party after delivery...
- b. Motion to approve the change order as presented was moved by Lou Dierking, seconded by Steve Erickson. No discussion. Passed unanimously...”

The March 24, 2024 meeting minutes, which identify Chief Mackey and the Assistant Chief as meeting participants, do not indicate that either Chief specifically pointed out the decals or otherwise verified that all voting Board members understood the “I’ve been [REDACTED]” decal, among others, was a change order item.

See Exhibit 9B: 03.06.24 Board Meeting Minutes Unanimously Approving Engine 11 Change Order.

- f. The change order Chief Mackey said was provided to the Fire Board during the March 24, 2024 work session that was unanimously approved, includes 82 change order line items, totaling \$21,237.27, including five line items (67-72) for “lettering.” Line item 67 indicates: “Lettering, Reflective 3 with Gradient Outline and Shade, each” – cost \$211.85. There is no indication on the change order that the lettering was for “I’ve been [REDACTED]” decals to be affixed to Engine 11. See Exhibit 8C. First Engine 11 Change Order Dated 03.06.24 (\$21,237.37)
- g. The 8.5” x 11” schematic drawing of Engine 11 that Chief Mackey said was provided to the Board during the work session shows the right side, front, left side, and back of the engine with arrows and words describing change order items. In the lower right hand corner of the drawing, directly above the larger words “JOB 38450, Excelsior, MN, Revision #3, Dated 03/06/24”, and written in what appears to be 8 pt. red and blue font (font size and color shown immediately below) are the following words:

GOLD TO BLACK GRADIENT
LETTERS PRINTED ON WHITE
SCOTCHLITE W/WHITE OL
“I’ve” and “Been” – APPROX 2.5”H
FONT: Berkshire Swash
[REDACTED] – APPROX 3”h
FONT: Berkshire Swash
[REDACTED] – APPROX 4”h
FONT – Bedrock Light

The above-cited text does not “clearly” identify the lettering as Engine 11 decals that read: “I’ve been [REDACTED].” See Exhibit 9C: Engine 11 Schematic Drawing of Change Order Items.

- h. It appears likely, although not independently verified, that voting Board members unanimously approved the change order as it was generally presented. Some Board members may not have “clearly” known, as Chief Mackey alleges, that they were approving the purchase and installation on Engine 11 of “I’ve been [REDACTED]” decals referencing a [REDACTED] FF’s name [REDACTED] and his [REDACTED] race, the latter a protected class characteristic. What is clear, is that the professional production and installation of the “I’ve been [REDACTED]” decals on a more than one million dollar EXFD fire engine paid for with taxpayer funds, warranted more a clear explanation and more Board deliberation than available records indicate occurred.
 - i. Finally, Chief Mackey’s use of public funds to purchase and affix the “I’ve been [REDACTED]” decals on Engine 11 raises additional governance concerns. Public funds must be used for a legitimate public purpose. Under Minn. Stat. § 471.59, joint powers entities must ensure strict accountability of funds. Spending public funds on signage referencing an employee’s race raises fiscal accountability issues.
8. Relative to the two confirmed events discussed above, it is particularly problematic that Chief Mackey who is the EXFD’s highest-ranking officer, coined and openly and publicly used a religion-based nickname “[REDACTED]” and the race-based phrase, “I’ve been [REDACTED].” The Chief’s actions normalized objectively inappropriate behavior he did not view as inappropriate. A Fire Chief is expected to lead by example. Their actions carry institutional influence¹ and shapes the culture of an organization. Chief Mackey’s rank elevates the seriousness of his actions. See *Frieler v. Carlson Mktg. Grp., Inc.*, 751 N.W.2d 558 (Minn. 2008) (Minnesota applies agency principles to supervisor conduct. When harassment originates from supervisory authority, employer liability risk increases.).
9. In the attached statement dated February 12 that Chief Mackey submitted for Fire Board consideration, Chief Mackey generally acknowledged the nickname and decals are not appropriate when he wrote: “I understand the seriousness of the concerns regarding discriminatory behavior. That does not align with who I want to be or the culture we are trying to build, and I deeply regret any harm or division it may have caused.” See Exhibit 13B: Chief Mackey Letter to the Fire Board Dated 02.12.26.

¹ Minnesota courts recognize that a “position of authority” can materially affect how conduct is experienced, reinforcing why conduct initiated and normalized by the highest-ranking officer can carry institutional weight. See *Brisson v. State*, No. A22-1827, 2023 WL , at * (Minn. Ct. App. Aug. 21, 2023) (record reflected the victim “felt forced to cooperate due to [the officer]’s position of authority and his threats toward her”).



EXCELSIOR FIRE DISTRICT

Proudly serving the communities of: Deephaven, Excelsior, Greenwood, Shorewood, & Tonka Bay

Excelsior Fire District Fire Board Special Meeting Excelsior Fire Station One - EOC

**Tuesday, March 10, 2026
12:00 Noon**

**Second Meeting Date, if necessary
Wednesday, March 11, 2026
Time to be Determined**

Closed Session

This meeting will be closed pursuant to Minn. Stat. §13D.05, Subd. 2(b), for preliminary consideration of allegations or charges against an individual subject to the Fire Board's authority.

Disciplinary Hearing

This meeting, if necessary, will be open to the public and shall proceed at the conclusion of the closed meeting discussion of the topic identified above, to discuss whether any discipline is warranted and, if so, what discipline.

Both of the above topics will be addressed by the Fire Board on Tuesday, March 10, if time permits. The meeting on Wednesday, March 11, will be held only if necessary for further consideration of either or both of the above topics. The time of this meeting, if necessary, is yet to be determined.

In accordance with Minn. Stat. § 13D.02, one or more members of the Fire Board may participate in the meetings by interactive technology. The public may monitor any open portion of the meetings electronically via Teams at the following link: <https://bit.ly/4b9JTtq>. All attendees wanting to monitor the open portions of the meeting via interactive technology will be held in the virtual lobby or virtual waiting room and will not be admitted into the meeting unless or until a portion of the meeting is opened to the public.

**MEMORANDUM AND SUMMARY OF EMPLOYEE INVESTIGATION REPORT
PROCESS FOR REVIEW**

Wednesday, March 4, 2026

Notice of Confidentiality: The information provided herein, in the Investigation Report and in the supporting documentation contains non-public data, including private personnel data, that is protected by Minnesota Statute. You cannot share this information, in any form, with anyone outside of Operating Committee Chair Dan Madsen; Investigator Michelle Soldo; or Excelsior Fire Board Attorney, Joshua Dorothy.

Privacy Warning. This document may contain private or confidential information that is protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Improper release of any information contained in this report is a potential cause for legal action against the Fire Board and / or Excelsior Fire District and may violate State Statutes.

INTRODUCTION

This Memorandum is sent as a supplement to the Investigation Report submitted by Investigator Michelle Soldo in advance of the Loudermill / Pretermination and Disciplinary Hearings set on for 12:00 noon on Tuesday, March 10th, 2026.

BACKGROUND

The Excelsior Fire Department is an entity established by a Joint Powers Agreement between the cities of Deephaven, Excelsior, Tonka Bay, Greenwood and Shorewood.ⁱ The Fire Department is led by Chief Curt Mackey, a relatively recent hire, serving in his capacity as Fire Chief for approximately seven years. The Fire Department currently suffers from some level of internal conflict and polarization that has magnified its operational and organizational challenges. Over time, these challenges have risen to the level of the Fire Board which has resulted in a certain level of mistrust and concern by some members of the board as it relates to the leadership and operation of the Fire Department.

On July 23, 2025, Tonka Bay Mayor, Adam Jennings, appeared at the Fire Board Meeting to address his concern regarding the dramatic increases in department operating expenses, but also to ask the Fire Board for an explanation or clarification of some specific operational issues that had come to his attention.ⁱⁱ Mayor Jennings read a prepared statement into the meeting record during the communications portion of the meeting noting his concern about the alleged dual compensation of the Fire Chief and other exempt employees being paid both a salary and hourly wage during their work for the Fire Department, their participation in both the PERA and Fire Relief retirement plan systems, and raised concerns over information Mayor Jennings felt was dishonest as presented by the Fire Chief to the Board regarding a recent purchase of a fire truck.ⁱⁱⁱ

Later in this same meeting, and partially related to the stated concerns surrounding the Fire Chief and Fire Department operations, the Fire Board unanimously approved authorizing a “360 Performance Review” of the Fire Chief. Pursuant to the Board’s direction, the Operating

Committee engaged Dr. Lisa Sorensen of Sorensen Consulting to conduct the Fire Chief Performance Review. This review was returned on or about October 24th and presented to the Fire Board in Closed Session pursuant to Minn. Stat. §13D.05, Subd. 3(a) at the Tuesday, October 28, 2025, Fire Board Meeting.^{iv} While in closed session, Members of the Fire Board discussed the Fire Chief's review and renewed the discussion and consideration of some of the allegations raised by Mayor Jennings regarding the Fire Chief and Fire Department operations. Noting concern over the allegations and results identified in the Chief's Performance Review, the Fire Board authorized the Operating Committee to interview investigators and bring a recommendation back to the Fire Board for review at the November 19, 2025, Fire Board Meeting.^v The Fire Chief Performance Review was also continued for additional discussion at the November 19, 2025, Board Meeting.

The Fire Board met on November 19, 2025, and re-entered closed session to complete the Fire Chief Performance Review. Upon completion of the review process, the Fire Board again entered into Closed Session, this time pursuant to Minn. Stat. §13D.05, Subd. 2(b), for preliminary consideration of allegations or charges against an individual subject to the Board's authority.^{vi} During Closed Session, the Fire Board reviewed the various allegations and charges levied against Fire Chief Mackey identified in the performance review and reconsidered the allegations raised by Mayor Jennings. Through this discussion and review, the Fire Board recommended engaging an investigator to explore a limited scope of the charges and allegations to be restricted to the following:

- 1) The allegation of unlawful or unsupported Dual Service Compensation and participation in PERA and Fire Relief Pension Programs;
- 2) [REDACTED]
- 3) The alleged dishonest communication with the Fire Board regarding the purchase and modifications made to a fire truck from the MacQueen Dealership; and
- 4) Various allegations of harassment made by Firefighters through secondary sources related to religious, ethnic and / or race-based statements made by the Fire Chief.

After discussion and review, the Fire Board exited Closed Session and voted to engage Investigator Michelle Soldo, Soldo Consulting, to review and prepare findings of fact related to the authorized investigation into the allegations or charges against the individual subject to the Board's authority, Excelsior Fire Department Chief, Curt Mackey.

On Tuesday, March 3rd, 2026, Michelle Soldo returned her investigation report and provided the final copy to Operating Committee Chair Madsen and Board Attorney Dorothy. Ms. Soldo's investigation was limited to the scope established by the Fire Board and sets forth six findings on the allegations levied against Chief Mackey. Each of these findings is supported by a detailed individual analysis and review included as Attachments A through E to the report. Additionally, the evidentiary support for the report and attachments are included as exhibits at the end of the Report.

PROCESS FOR REVIEW

With the completion of the investigation report by Investigator Soldo, the Board is now tasked with a formal and detailed review of that report. The Board will then be required to meet to

review the investigation report; deliberate on what discipline, if any, may be warranted; and then determine what level or form of discipline, if applicable, is warranted. This review and subsequent consideration and deliberation by the Fire Board is a multi-faceted process that potentially contains both a confidential and public review of the investigation report, discussion, review and final determinations or dispositions based upon the report.

Board Chair Maddy has called a Special Fire Board Meeting for 12:00 noon on Tuesday, March 10th, 2026 to be held at the Excelsior Fire Department meeting room, and second Special Fire Board Meeting, if necessary, on Wednesday, March 11th, 2026, time yet to be determined, to be held in the same location. These meetings will be attended by Investigator Soldo, Board Attorney Dorothy, Fire Board Representatives from all five Joint Power Authority Cities, and the five City Administrators in their capacity as the Operating Committee and non-voting Fire Board Members. Fire Chief Mackey, his attorney at his discretion, and any witnesses he may wish to present will also be in attendance. This meeting will take the form of two separate and distinct hearings, both having different technical and operational requirements. Those hearings are referred to as a Loudermill / Pretermination Hearing and, if warranted, a Disciplinary Hearing. Both hearings will be noticed on the Special Meeting Agenda, although the name of the subject of the hearings will not be provided at this time.

LOUNDERMILL / PRETERMINATION HEARING

The initial meeting, sometimes referred to as a “Loudermill” hearing, or “pretermination hearing” is intended to present an employee with the factual basis for potential discipline and provide the employee with an opportunity to explain their actions prior to any potential final decision that may result in discipline. Simplified, this first meeting is a notice of charges and an opportunity to respond before the potential deprivation of a property right the employee has in their employment. The employee subject to the hearing will be informed that they can be represented by legal counsel and can call witnesses if desired. The purpose of this hearing can also be viewed as a protection for the employee, giving them a process to address and respond to allegations in closed session that may be erroneous or unsupported before those false allegations are otherwise made public.

This meeting would be closed pursuant to Minn. Stat. §13D.05, Subd. 2(b) for preliminary Fire Board consideration of allegations or charges against an individual subject to its authority. However, the meeting must be open at the request of the individual who is the subject of the meeting. This process as described above is also consistent with the Excelsior Fire District Employee Handbook regarding discipline. Section 2.20 entitled “Discipline” provides the cadence of disciplinary review, but also notes that “[n]othing in this policy requires the EXFD to follow all disciplinary steps before terminating an employee for any reason, with or without notice.”

At the conclusion of this first hearing, the Fire Board will exit Closed Session and hold a vote to determine by majority whether, in consideration of the Investigation Report, employee statements, testimony by witnesses, evidence presented and discussion, discipline in any form may be warranted. It is important to note that the Fire Board will not be determining “if” discipline is warranted or “what” discipline may be warranted, but rather whether discipline “may” be warranted. This is a critical distinction, as the determination that discipline may be

warranted is protected under Minn. Stat. §13D.05, Subd. 2(b) and can be conducted in closed session. As soon as a determination that discipline “may be” warranted is made, the meeting must be open to the public.

DISCIPLINARY HEARING

Upon the determination that discipline may be warranted at the conclusion of the first hearing, the Fire Board will then hold a disciplinary hearing. This hearing, being a subsequent hearing to the determination that discipline may be warranted, must be open to the public. At this second hearing the Board should discuss and review the supporting documentation, testimony, evidence and information presented and decide first “if” discipline is warranted, and then what level of discipline, if any, is warranted. The discipline taken could result in, but may not include, a verbal warning, written reprimand, suspension from work with or without pay, or immediate termination. The action taken will be based on the circumstances as reviewed and findings as determined by the Fire Board.

PUBLIC DATA

If any of the complaints or charges against Chief Mackey results in disciplinary action, or if he resigns or is terminated while the complaints or charges are pending, then all data relating to the complaints or charges, the final disposition of any disciplinary action, and the specific reasons for the action and the data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body, becomes public data. Minn. Stat. §13.43, Subd. 2(a)(5), (e), (f). As a part of this process, the investigation report and other data would be redacted to obscure any witness information or other limited non-public data, with the remainder of the report being public information. As discussed above, the discussion regarding if discipline is warranted and the level of discipline, if warranted, would be conducted in open session and any data related to that open-session discussion may also be public information.

CADENCE OF MEETINGS

As provided above, the Fire Board, Chief Mackey and other attendees will meet in Closed Session at 12:00 noon on Tuesday, March 10, 2026, at the Excelsior Fire Department conference room. The Loudermill / Pretermination Hearing will be called to order. Staff strongly recommend strictly following outline provided below as a guide to support an efficient, legally compliant and well-organized meeting and process:

Loudermill / Pretermination Hearing Cadence

- The Meeting is called to Order
- Operating Committee Chair Madsen provides an introduction and outlines the process of moving into Closed Session pursuant to Minn. Stat. 13D. 05, Subd. 2(b) to review an investigation report and consider allegations or charges against an individual subject to its authority
- Board passes a motion to enter into Closed Session on the basis provided above.
- Investigator Soldo presents a review of the investigation report
- Members of the Fire Board present questions regarding the report to Investigator Soldo
- Chief Mackey and / or attorney present questions regarding the report to Investigator Soldo

- Members of the Fire Board ask follow-up questions of Investigator Soldo
- Investigator Soldo is excused from the hearing but is subject to recall
- Chief Mackey and / or attorney may present their position on the investigation report
- Chief Mackey and / or attorney may present evidence or call witnesses to support their position
- Members of the Fire Board present questions to Chief Mackey and / or attorney based upon investigation report and evidence or testimony provided by Chief Mackey or witnesses
- Investigator Soldo is subject to recall and can be asked additional questions by the Fire Board
- Investigator Soldo is again excused but subject to recall
- Members of the Fire Board discuss and deliberate on information presented
- Fire Board determines they are ready to vote on whether or not discipline may be warranted based upon the investigation report, evidence presented, and any testimony of Chief Mackey or witnesses
- Fire Board votes to exit Closed Session
- Fire Board states on the record that it has exited closed session where it has reviewed an investigation report, heard testimony and reviewed evidence regarding charges or allegations related to an individual subject to the Board's Authority
- Fire Board states that no determinations or decisions were made in Closed Session
- Board Chair asks for motion on whether or not, based upon the investigation report, testimony or evidence reviewed, any discipline may be warranted.
- If the Board votes that no discipline may be warranted, the hearing cadence ends and the Board Chair should invite a motion to adjourn. Information contained in the Investigation Report would not become public.
- If the board votes that any form of discipline may be warranted, the Loudermill / Pretermination Hearing ends and the Board will move into the Disciplinary Hearing.

Disciplinary Meeting Cadence

- Operating Committee Chair Madsen provides an introduction and outlines the process of the Disciplinary Hearing
- The Board Chair calls for a vote, based upon the Loudermill / Pretermination finding that discipline "may be warranted" to determine if a majority vote that discipline "is" warranted.
- If the majority vote that discipline "is not" warranted, the meeting ends and a vote should be taken to adjourn.
- If the majority vote that discipline "is" warranted, in any form, the Disciplinary Hearing continues.
- The Board discusses the investigation report they have reviewed, considers statements and testimony provided by Chief Mackey and witnesses, and reviews any evidence presented to the Board.
- After sufficient deliberation, a member of the Board will make a motion regarding discipline. This discipline can take any from up to and including termination.
- Upon majority vote, the level or form of discipline becomes effective.

- The Board may direct Operating Chair Madsen and / or the Operating Committee to facilitate or enact the discipline approved.
- The Board Chair calls for a motion to adjourn, and upon majority vote the meeting is adjourned.

CONCLUSION

Board Chair Maddy has set on the Loudermill / Pretermination Hearing and the Disciplinary Hearing on for 12:00 noon on Tuesday, March 10, 2026 in the Excelsior Fire Department Conference Room. A second meeting has been noticed for Wednesday, March 11, 2026, at a time yet to be determined, to be held in the same location if a second meeting is deemed necessary. If the Fire Board concludes its business on March 10, the March 11 meeting will be canceled.

Please review in detail the full investigation report, attachments and exhibits submitted by Investigator Michelle Soldo. That document is the full record of this matter and should be reviewed and considered in its entirety before any discussion or review of the facts and findings contained therein should be discussed or considered by the Board.

If you have questions, comments or requests for additional information, please submit those directly to me. This matter is, and remains, strictly confidential. Discussion of this matter or any of the facts or findings presented herein with anyone outside of myself, Investigator Soldo or Board Attorney Dorothy may constitute a cause of legal action against the Fire Board and / or Excelsior Fire District and may violate State Statutes. Among other things, discussion among members of the Fire Board outside of the noticed meetings may constitute a violation of the Open Meeting Law.

I hope this Memorandum is helpful in your review of this matter. As always, feel free to reach out to me with any questions you may have.

Sincerely,

Dan Madsen

Dan Madsen
Fire Board Operating Committee Chair
City Administrator / Special Counsel
Deephaven, Minnesota

ⁱ Excelsior Fire District Joint Powers Agreement, November 16, 2011.

ⁱⁱ Excelsior Fire Board Meeting, July 23, 2025 @ 3:20

Video: <https://reflect-lmcc.cablecast.tv/CablecastPublicSite/show/57476?site=3>

ⁱⁱⁱ Id. @ 8:10 Minutes

^{iv} Fire Chief Curt Mackey 360 Performance Review

^v Excelsior Fire Board Packet, October 28, 2025

^{vi} Excelsior Fire Board Meeting, November 27, 2025 @ 2:58

Video: <https://reflect-lmcc.cablecast.tv/CablecastPublicSite/show/57593?site=3>



EXCELSIOR FIRE DISTRICT

Proudly serving the communities of: Deephaven, Excelsior, Greenwood, Shorewood, & Tonka Bay

**Excelsior Fire District Fire Board Special Meeting
Deephaven City Hall, Council Chambers
20225 Cottagewood Road
Deephaven, Minnesota 55331**

**Wednesday, March 11, 2026
12:00 Noon**

Closed Session

This meeting will be closed pursuant to Minn. Stat. §13D.05, Subd. 2(b), for preliminary consideration of allegations or charges against an individual subject to the Fire Board's authority.

Disciplinary Hearing

This meeting, if necessary, will be open to the public and shall proceed at the conclusion of the closed meeting discussion of the topic identified above, to discuss whether any discipline is warranted and, if so, what discipline.

Both of the above topics will be addressed by the Fire Board on Wednesday, March 11, 2026, if time permits.

In accordance with Minn. Stat. § 13D.02, one or more members of the Fire Board may participate in the meetings by interactive technology. The public may monitor any open portion of the meetings electronically via Teams at the following link: <https://bit.ly/4rrGgFj>. All attendees wanting to monitor the open portions of the meeting via interactive technology will be held in the virtual lobby or virtual waiting room and will not be admitted into the meeting unless or until a portion of the meeting is opened to the public.

EXCELSIOR FIRE DISTRICT DISCIPLINARY HEARING PROCESS AND PROCEDURE: TYPES OF DISCIPLINE AVAILABLE

Disciplinary Hearing Wednesday, March 11, 2025

If the Fire Board determines that discipline is warranted on any or all of the findings as discussed during this process, the Board may take any disciplinary action it deems may be appropriate or necessary.

The League of Minnesota Cities summarizes typical options for discipline as follows:

- Verbal Reprimand, this is accompanied by a written statement in the employee file that references the discipline as a verbal reprimand.
- Written reprimand, outlining the specific acts that note the problem, state why the behavior is a problem, and clarify what is expected from the employee moving forward in the employee file.
- Paid Suspension, temporary removal from job duties. Typically not used in this scenario unless this meeting were to be continued to another date.
- Performance Improvement Plans, stating behavior issues to be corrected, specific measurable objectives and goals, clear timelines, defined check-ins and clearly outlined consequences.
- Unpaid Suspension, typically reserved for the most serious infractions.
- Demotion, reduced role and status within the department.
- Discharge, termination.

It should be noted that any of these, or a combination of these, are available to the Board.

Based upon the hearings, here are three options for consideration by the Board:

- 1) **Minimal discipline:** if the board finds the infractions by Chief Macky minimalistic in nature, minimal discipline could be approved. This option could include:
 - a. Verbal or Written Reprimand, possibly accompanied by
 - b. Required harassment and discrimination training.
- 2) **Moderate discipline:** if the Board finds moderate infractions by Chief Mackey, a more involved course of discipline could be approved. This could include:
 - a. Written Reprimand
 - b. Establishment of a Performance Improvement Plan with specific requirements to include
 - i. A cadence of regular or routine Board communication e-mails or updates
 - ii. Completion of an Advanced Management Class
 - iii. Completion of a Human Resources Class
 - c. A statement of no tolerance for evidence of dishonestly, misleading the Board or intentional deception
 - d. A cadence of quarterly reviews with updates on satisfaction of criteria presented to the Board in the form of performance reviews

- 3) Demotion or Termination: if the Board finds serious or irredeemable infractions, the Board can opt to demote or terminate the employment of Chief Mackey.

Staff recommend carefully explaining the basis supporting any determination of discipline based upon the Investigation Report, Hearings, Testimony and Evidence presented over the past two days.

Thank you, and I can try to answer any questions you may have at the Hearing.

Sincerely,

-Dan Madsen
Operating Committee Chair
Excelsior Fire District

Fire Relief Association Working Group

The Fire Relief Association Working Group (Working Group) was established in 2004. The Working Group was created to bring together the various relief association stakeholder groups to identify and discuss current and pressing issues, facilitate communication, and develop an effective process for vetting proposed legislative changes with a statewide perspective. A core tenet from the beginning has been that proposed legislation must receive unanimous approval from the members in order to move forward.

Working Group members include both Metro Area and Greater Minnesota relief association trustees representing each plan type and the fire service organizations, as well as municipal representatives. Relief association members, accountants, investment brokers, pension plan consultants, and the public also attend and often share suggestions and experiences. Working Group meeting minutes, meeting materials, and bills dating back to 2004 can be found below.

2025 Fire Relief Association Working Group Meetings. The Office of the State Auditor (OSA) is pleased to offer live and recorded Working Group meetings. Click on the links below to access the 2025 Working Group meetings:

- [September 30, 2025 Working Group Video](#) *New!*
- [September 16, 2025 Working Group Video](#)
- [August 12, 2025 Working Group Video](#)
- [July 21st, 2025 Working Group Video](#)

Fire Relief Association Working Group Meetings on YouTube. Click on the links below to access past Working Group video recordings on YouTube:

- [2024 Fire Relief Association Working Group Meetings](#)
- [2023 Fire Relief Association Working Group Meetings](#)
- [2022 Fire Relief Association Working Group Meetings](#)
- [2021 Fire Relief Association Working Group Meetings](#)
- [2020 Fire Relief Association Working Group Meetings](#)

Fire Relief Association Working Group

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Title	Report Title	Year	File Type
2025-2026 Working Group Membership	Working Group Membership	2025	pdf
September 30, 2025	Meeting Documents	2025	pdf
September 16, 2025	Meeting Documents	2025	pdf
August 12, 2025	Meeting Documents	2025	pdf
July 21, 2025	Meeting Documents	2025	pdf
2024-2025 Working Group Membership	Working Group Membership	2024	pdf
October 1, 2024	Meeting Documents	2024	pdf
September 25, 2024	Meeting Documents	2024	pdf
September 5, 2024	Meeting Documents	2024	pdf
August 21, 2024	Meeting Documents	2024	pdf

Fire Relief Association Working Group

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9

**Minnesota Volunteer Fire Relief Association
Working Group Meeting**

State Auditor's Office
Monday, October 4, 2004
11 a.m. to 1 p.m.

I. Welcome and Introductions

II. Description of Working Group
Rotating Chair Curt Roberts to present.

Purpose
Exhibit A.

Membership
Exhibit B to be distributed/updated at meeting for privacy reasons.

Process
Exhibit C.

Location/Dates/Rotating Chairs/Agenda Topics
Exhibit D.

III. Overview of Volunteer Fire Relief Association Plans
Larry Martin to present.
Exhibit E.

IV. General Provision Issues

V. Reference Items
Updated Selected Relevant Statutes Summary
Exhibit F.
Selected Relevant Statutes Booklet

Exhibit A

Working Group Purpose Statement

To bring together the major volunteer fire relief association stakeholders to develop relationships, open communication, discuss relief association issues and make the Pension Process easier and more effective by:

- clarifying applicable state laws,
- simplifying reporting forms,
- discussing training opportunities,
- and addressing any other relevant issues.

Exhibit C

Working Group Process

- Discuss and make recommendations to clarify state laws, simplify reporting forms, and address training and other issues,
- Implement recommendations that do not require law changes, and
- Forward suggested statutory changes upon consensus to the Legislative Commission on Pensions and Retirement.

Exhibit D
Location/Dates/Chairs/Agenda Topics

Location: Conference Room
State Auditor's Office
525 Park Street
St. Paul, MN 55103

Time: 11 a.m. to 1 p.m. on Mondays

Dates	Rotating Chair	Agenda Topic
Oct. 4, 2004	Curt Roberts	General Provisions
Oct. 18, 2004	Dave Ganfield	Deferred Interest/Ancillary Benefits
Nov. 8, 2004	Anne Finn	Financial Reporting
Nov. 22, 2004	Nyle Zikmund	Investments
Dec. 6, 2004	Jim Hansen	Training/Equipment

Background Information on Volunteer Firefighter Relief Associations

- A. In General. Fire coverage in Minnesota is provided through approximately 800 firetowns. Pension coverage for paid firefighters is provided by the Public Employees Police and Fire Plan (PERA-P&F), three paid firefighter relief associations (Bloomington, Minneapolis, and Virginia), and 18 former paid firefighter consolidation accounts that were merged into PERA-P&F in 1999 (Albert Lea, Austin, Chisholm, Columbia Heights, Crookston, Duluth, Faribault, Hibbing, Mankato, Red Wing, Richfield, Rochester, St. Cloud, St. Louis Park, St. Paul, South St. Paul, West St. Paul, and Winona).

Coverage for volunteer firefighters in the state's roughly 800 firetowns is provided by approximately 700 volunteer firefighter relief associations. Although the Bloomington Firefighters Relief Association provides retirement coverage to firefighters in a volunteer fire department, the coverage is based on the salary of a salaried (police) position and is thus considered a paid firefighters relief association for statutory regulation purposes.

In Minnesota, volunteer firefighters typically have pension coverage as part of their compensation package and that pension coverage is provided by the various local volunteer firefighter relief associations located in the state. These volunteer firefighter relief associations are creatures of state law and are subject to various statutory regulations.

- B. Legal Status and Structure. Under Minnesota Statutes, Section 424A.001, Subdivision 4, volunteer firefighter relief associations are required to be nonprofit corporations organized under Minnesota Statutes, Chapter 317A, the Minnesota Nonprofit Corporation Act. Minnesota Statutes, Chapter 317A, applies to all Minnesota nonprofit corporations and contains numerous requirements on the manner of incorporation, general powers, scope of bylaws, function of the board and officers, rights and obligations of members, processes of consolidation, merger, or dissolution, and corporate registration. In several areas, Minnesota Statutes, Chapter 424A, contains additional regulation or conflicting regulation, and the more particularized regulatory provisions of that chapter apply. For instance, Minnesota Statutes, Section 317A.203, provides for a board of directors of at least three individuals, but Minnesota Statutes, Section 424A.04, Subdivision 1, provides for a board of trustees generally comprised of nine members. Also, Minnesota Statutes, Sections 317A.701 through 317A.791, generally governs the dissolution of a nonprofit corporation, but Minnesota Statutes, Section 424A.02, Subdivision 11, specifically governs the dissolution of a volunteer firefighter relief association.

A volunteer firefighter relief association under Minnesota Statutes, Chapter 424A, can exist in one of three ways:

1. Separate Corporation. As a separate nonprofit corporation directly associated with a municipal fire department established by municipal ordinance;
2. Division of Another Relief Association. As a volunteer division or account of a part paid and part volunteer firefighter relief association directly associated with a municipal fire department established by municipal ordinance; or
3. Subsidiary Corporation. As a separate nonprofit corporation subsidiary to an independent nonprofit firefighting corporation also organized under Minnesota Statutes, Chapter 317A, and operating exclusively for firefighting purposes.

A volunteer firefighter relief association, under Minnesota Statutes, Section 424A.001, Subdivision 4, has the status of a governmental entity, receiving public money, and providing benefit coverage for individuals providing the governmental services of firefighting and emergency first response.

- C. Volunteer Firefighter Relief Association Governance. Minnesota Statutes, Section 424A.04, Subdivision 1, requires either a nine-member board of trustees or a ten-member board of trustees. The board composition differs depending on whether the relief association is associated with a municipal fire department or is subsidiary to an independent nonprofit firefighting corporation, as follows:

Relief Association Associated With Municipal Fire Department	Relief Association Subsidiary to Independent Nonprofit Firefighting Corporation
Six trustees elected from the relief association membership (one can be a retiree receiving a monthly benefit, at relief association's discretion).	Six trustees elected from the relief association membership (one can be retiree receiving a monthly benefit, at relief association's discretion).

Relief Association Associated With Municipal Fire Department	Relief Association Subsidiary to Independent Nonprofit Firefighting Corporation
Three trustees from municipal officials (the mayor, clerk, the clerk-treasurer or finance director, and the municipal fire chief).	Three trustees from municipal officials (if one municipality served, three officials designated by municipality; if two municipalities served, two officials from largest municipality and one official from other municipality, designated by municipalities; if three or more municipalities served, one official from each of the three largest municipalities, designated by municipalities).
	One trustee, who is the fire chief of the independent nonprofit firefighting corporation.

If a fire department is not located in or associated with an organized municipality, the County Board of Commissioners must appoint the ex officio board members from the fire department service area.

Ex-officio trustees have the same rights and duties as elected trustees, except that ex-officio trustees may not serve as an officer of the board of trustees. Elected trustees have a term length as specified in the relief association bylaws, but it may not be longer than three years and it must be staggered if it is more than one year in length.

Minnesota Statutes, Section 424A.04, Subdivision 1, provides for at least three officers of a volunteer firefighter relief association. The three officers must include a president, a secretary, and a treasurer. The officers must be drawn from the relief association board of trustees, from the elected board membership. The officers can be elected by the board of trustees or by the relief association membership as the bylaws specify. No person is allowed to occupy more than one officer position at one time. Officers have a term length as specified in the relief association bylaws, but the term may not be longer than three years.

- D. Volunteer Firefighter Relief Association Fund Structure. Minnesota Statutes, Section 424A.05, requires that every relief association establish and maintain a special fund. The special fund is the fund from which volunteer firefighter pension benefits are payable and into which state aid, municipal contributions, and other public money is deposited. Beyond fire state aid and municipal tax revenue, the special fund also must receive all money or property donated by any person if so designated. Investment income on special fund assets also must be deposited in the special fund. Beyond the payment of service pensions, the special fund can also be disbursed for disability benefits, survivor benefits, funeral benefits, Minnesota State Fire Department Association and State Volunteer Firefighters' Benefit Association dues, and authorized administrative expenses. A survivor benefit may be paid to a designated beneficiary (which must be a natural person) if there is no surviving spouse or children. The payment of fees or assessments is permitted to the Minnesota Area Relief Association Coalition (MARAC). All benefit payments are required to be in accord with the requirements of law and the relief association bylaws.

The relief association treasurer is required to be the custodian of the special fund and recipient on behalf of the special fund of its revenue. The treasurer is required to maintain records documenting any transaction affecting the assets or revenues of the special fund. The records of the treasurer, as well as the relief association bylaws, are public and open for public inspection.

The assets of the special fund must be invested in authorized securities, which are either a limited list of securities for small relief associations, or a separate codified list which represents the pre-1994 list of authorized investment securities for the State Board of Investment for larger relief associations.

Relief associations under Minnesota Statutes, Section 69.775, also have authority to invest in mutual funds that are restricted to the same authorized securities, or to invest in the Minnesota Supplemental Investment Fund administered by the State Board of Investment.

Minnesota Statutes, Section 424A.06, allows a volunteer firefighter relief association to establish and maintain a general fund. The general fund is the fund into which non-tax or non-public funds are deposited and from which moneys can be expended as the relief association sees fit, as governed by its bylaws. The general fund traditionally is supported by member dues and by revenues raised from community fundraising events.

- E. Volunteer Firefighter Relief Association Membership Inclusions and Exclusions. State law is largely silent on the question of which persons are required to be or may be included in the membership of or coverage by a volunteer firefighter relief association. Except for a definition of the term "volunteer firefighter" in Minnesota Statutes, Section 353.01, Subdivision 36, existing for purposes of providing an exclusion of volunteer firefighters from the Public Employees Retirement Association or Public Employees Police and Fire (PERA-P&F) coverage, the term "volunteer firefighter" is not defined in state law. Under Minnesota Statutes, Chapters 317A and 424A, each volunteer firefighter relief association sets its own qualifications or requirements for membership, subject to certain statutory membership exclusions. The determination of volunteer firefighter status occurs in conjunction with the municipal fire department or the independent nonprofit firefighting corporation membership requirements, since Minnesota Statutes, Section 424A.02, Subdivision 1, sets certain benefit qualifications in terms of active membership with the fire department in addition to relief association membership. Volunteer firefighters are not always individuals who donate their time for free to assist in fire suppression activities. Many volunteer firefighters are reimbursed for their out-of-pocket expenses, or are paid a minimum fire run amount, or are paid an hourly rate when engaged in fire department duties. Some volunteer firefighter relief associations cover salaried firefighters who also have PERA-P&F coverage. Fire department duties can include activities beyond strict fire suppression activities, including fire equipment maintenance, firefighters training, fire department administration, fire prevention, emergency first response services. When the fire department is the sponsoring entity for ambulance services, the activities can include paramedic or other ambulance and emergency medical duties. Because service pensions from a volunteer firefighters relief association are a function in large measure of the amount of fire state aid per relief association member, which is an amount determined independent of volunteer firefighter relief association requirements, there is an economic incentive for a relief association to be selective or restrained in fashioning the local definition or classification of a volunteer firefighter.

Minnesota Statutes, Section 424A.01, sets forth several exclusions from volunteer firefighter relief association membership or coverage. Minnesota Statutes, Section 424A.01, Subdivision 1, prohibits municipalities or independent nonprofit firefighting corporations from employing minors as volunteer firefighters, hence also excluding minors from volunteer firefighter relief association membership. Minnesota Statutes, Section 424A.01, Subdivision 2, excludes substitute volunteer firefighters from volunteer firefighter relief association membership. Minnesota Statutes, Section 424A.01, Subdivision 3, provides that members of the fire department who also decline to be members of the volunteer firefighter relief association are ineligible for volunteer firefighter relief association benefit coverage. Minnesota Statutes, Section 424A.01, Subdivision 4, allows a volunteer firefighter relief association board of trustees to exclude applicants for membership in the volunteer firefighter relief association from membership if they have a pre-existing physical or mental impairment or condition that would constitute a predictable and unwarranted risk of ancillary (disability or death) benefit liability, and if the relief association makes that determination based on medical evidence.

F. Benefit Coverage Provided By Volunteer Firefighter Relief Associations

1. In General. The state law regulating the benefit coverage provided to volunteer firefighters by volunteer firefighter relief associations from the relief association special fund is primarily Minnesota Statutes, Sections 424A.02, 424A.03, and 424A.10. Minnesota Statutes, Chapter 424A, was enacted in 1979. Unlike most public employee pension coverage, where state law specifies all or most aspects of the benefit plan, the statutory regulation of volunteer firefighter relief associations largely consists of specifying certain minimum eligibility requirements and certain benefit maximums, with the actual benefit plan assembled in the articles of incorporation or the bylaws of the particular volunteer firefighter relief association. The primary benefit coverage provided by a volunteer firefighter relief association is the service pension coverage, and most minimum eligibility requirements and benefit maximums relate to the service pension coverage.

The primary benefit payable from a volunteer fire relief association is a service pension. Most volunteer fire relief associations provide a lump sum service pension, with a minority providing a monthly benefit service pension (some with an alternative lump sum service pension). Service pensions are not payable before age 50, and usually are payable in full only with 20 years of service. Some volunteer fire relief associations have casualty (disability and death) benefit coverage if a service pension is not otherwise payable.

The funding of volunteer fire relief associations is primarily the annual fire state aid, which is allocated to cities based half on population compared to statewide totals, and half on their

property value compared to the statewide total. The aid is dedicated for pension purposes. Additionally, if the actuarial cost of the volunteer firefighters relief association exceeds the fire state aid, the municipality must levy a property tax to support the volunteer fire relief association.

2. Service Pension Eligibility Requirements. Minnesota Statutes, Section 424A.02, Subdivision 1, authorizes a volunteer firefighter relief association to provide a service pension to a member of the relief association if certain conditions are met by the volunteer firefighter. The volunteer firefighter must meet the following conditions:
 - i. Terminate Active Service. The person must separate from active service as a firefighter with the fire department, defined as the cessation of the performance of fire suppression duties and the cessation of the supervision of fire suppression activities. In 2002, certain retirees were authorized to receive and retain a volunteer firefighter pension although subsequently employed full-time within the fire department by the applicable city or independent nonprofit firefighting corporation, providing that the employer determines the position would be difficult to fill with another similarly qualified applicant, and providing the relief association bylaws permit it. If a firefighter resumes service, no additional service pension accrues and the individual must repay any previously received service pension.
 - ii. Attain at Least Age 50. The person must reach at least age 50.
 - iii. Have Credit for at Least Five Years Fire Department Service. The person must have credit for at least five years of service as an active member of the fire department with which the relief association is associated.
 - iv. Have Credit for at Least Five Years Relief Association Membership. The person must have credit for at least five years of active membership in the relief association before separating from service (open to modification for a new relief association covering an existing volunteer fire department, with firefighters having prior service).
 - v. Compliance with Additional Conditions. The person must comply with any additional age, service or membership conditions prescribed in the relief association bylaws.
3. Partial Vesting With Less Than 20 Years Service Credit. A vesting requirement is a requirement for a public pension plan member or beneficiary to obtain an enforceable entitlement to a pension benefit, typically the acquisition of credit for a specific minimum period of allowable service. Vesting requirements exist in defined benefit plans to provide a minimum threshold to be achieved before the pension plan member gains a nonforfeitable entitlement to an eventual retirement benefit. Vesting requirements can contribute significantly to the actuarial turnover gain that funds the retirement benefits payable to other public pension plan members.

Vesting requirements also reflect the contribution that public pension plan coverage is intended to provide to the public employing unit's personnel system. The minimum vesting requirement for any retirement benefit and the minimum vesting requirement for a full retirement benefit will generally induce many public employees to continue in public employment for at least one of those periods of time.

The volunteer firefighter personnel system varies considerably in the 700+ localities in Minnesota with volunteer fire department coverage, with some localities providing a considerable compensation package to volunteer firefighters and other localities providing no compensation beyond the volunteer firefighters relief association service pension. A vesting period for the volunteer firefighters relief association service pension will allow a locality to recover any resources that it expended in training a volunteer firefighter and will reduce the turnover of firefighters which consequentially demands efforts to recruit new firefighters.

Volunteer firefighter relief associations have traditionally required 20 years of service for a person to become eligible to receive a service pension. Before 1977, the minimum vesting period permitted by statute was 20 years of firefighting service. A shorter vesting period that was not necessarily supported by the volunteer fire community (as represented by the League of Minnesota Cities) was added in 1977, at the instigation of the then Pension Commission chair, but it was not widely implemented. As part of the 1979 revision of volunteer firefighters relief association laws assembled jointly by the Pension Commission staff, the Minnesota Fire Department Association, and the League of Minnesota Cities, the current vesting provision replaced the 1977 early vesting provision. Between 1979 and 1989, ten years of service were required as the minimum service requirement for entitlement to a partial service pension. In 1989, the ten years service requirement was reduced to five years. Under state law, the maximum



Working Group

Meeting Agenda: November 10, 2020

- I. Call to Order**
Chair Auditor Blaha.
- II. Review and Approval of Working Group Meeting Minutes**
Exhibit A. Draft October 20, 2020 Meeting Minutes
- III. Discussion on Ability to Work as a Full-Time and Paid-on-Call Firefighter with the Same Fire Department**
Exhibit B.
- IV. Discussion on Whether Investment through the State Board of Investment Should be Required**
Exhibit C.
- V. Discussion on Clarification to Audit Threshold**
Exhibit D.
- VI. Discussion on Clarification to Filing and Application Fee Payment Authority**
Exhibit E.
- VII. Other Business**
- VIII. Next Meeting**
Tuesday, November 17, 2020
11 a.m. to 12:30 p.m.
Virtually via Zoom
- IX. Adjournment**

Individuals with disabilities who need a reasonable accommodation to participate in this event, please contact Rose Hennessy Allen at (651) 296-5985 or (800) 627-3529 (TTY) by November 9, 2020.



Exhibit A

11-10-20 Approved Minutes

Members Present

Julie Blaha, State Auditor

Eric Bullen, Minnesota State Fire Chiefs Association Representative (defined benefit lump sum plans)

Steve Donney, City of Harmony Mayor

Brett Johnson, Elko New Market Fire Relief Association Treasurer (defined benefit lump sum plans)

Ron Johnson, Minnesota State Fire Department Association Representative (defined contribution plans)

Aaron Johnston, Coon Rapids Fire Relief Association Treasurer (defined contribution plans)

Michael Kruse, Falcon Heights Fire Relief Association Treasurer (defined contribution plans)

Andy Paszak, Proctor Fire Relief Association President (defined benefit lump sum plans)

Darrell Pettis, St. Peter Fire Relief Association Treasurer (defined benefit lump sum plans)

Kevin Wall, Lower Saint Croix Valley Fire Relief Association President (defined benefit lump sum plans)

Thomas Wilson, Eden Prairie Fire Relief Association Secretary (defined benefit monthly/lump sum plans)

Members Excused

Bruce Hemstad, Bemidji Fire Relief Association Secretary (defined benefit lump sum plans)

Sue Iverson, City of Red Wing Finance & Accounting Manager

Office of the State Auditor and Legislative Support Present

Ramona Advani, Deputy State Auditor and General Counsel

Chad Burkitt, Legislative Commission on Pension and Retirement Analyst

Rose Hennessy Allen, Office of the State Auditor Pension Director

Susan Lenczewski, Legislative Commission on Pension and Retirement Executive Director

I. Call to Order

Auditor Blaha called the meeting to order. She explained that the meeting was being recorded and streamed to the Office of the State Auditor (OSA)'s YouTube channel. The meeting agenda was accepted with no changes.

II. Review and Approval of Working Group Meeting Minutes

The members reviewed the October 20, 2020, meeting minutes that had been provided in advance. The meeting minutes were accepted with no changes.

III. Discussion on Ability to Work as a Full-Time and Paid-on-Call Firefighter with the Same Fire Department

Auditor Blaha explained that this topic is carried over from the last meeting. Auditor Blaha further explained that "double dipping," or the receipt of concurrent service credit in two pension plans, is prohibited in statute and is not the topic before the Working Group for consideration. Instead, the topic for consideration is whether individuals working as full-time firefighters should be prohibited from working as paid-on-call firefighters with the same fire department.

Hennessy Allen reminded the Working Group members that the issue of payment for work performed is separate from the issue of pension credit earned for that work. The topic before the Working Group is the pension credit issue. Additionally, Hennessy Allen shared some options discussed during the last meeting that already exist, which allow local communities

to prevent full-time firefighters from also working as paid-on-call firefighters with the fire department. These options include the ability of relief associations to limit membership through their bylaws, and the ability of municipalities to limit through policies or position descriptions the ability of full-time firefighters to also work as paid-on-call firefighters.

Working Group members discussed whether a position should be taken on this topic, and agreed to take a position to indicate the group has an opinion and there is agreement. Johnston made a motion to support local control by recommending no statutory changes that would prevent full-time firefighters from also working as paid-on-call firefighters with the same fire department. The Working Group members also agreed that no change should be recommended because of the complexity of this topic, and that there currently is not a known change that would accommodate all communities. The motion was adopted unanimously.

IV. Discussion on Whether Investment through the State Board of Investment Should be Required

Auditor Blaha shared for transparency that she serves on the Board of the State Board of Investment (SBI) by virtue of being State Auditor. She does not believe that the SBI has a position on this topic. Auditor Blaha explained that the Working Group was asked to consider whether relief associations should be required to invest their special fund assets through the SBI, rather than with local investment brokers. Hennessy Allen provided background information on average annual rates of return for relief associations and for the SBI's Balanced Fund, and management fee ranges paid by relief associations compared to those charged by the SBI.

The Working Group members shared their preference for local control, which provides relief associations with choices on how and where to invest their money. Working with a local investment advisor or broker, members explained, allows the board of trustees to meet directly with their advisor to ask questions about returns, develop investment policies, and obtain education for new trustees. The Working Group members believed this topic would best be addressed through education, and making sure that relief association trustees are informed about their investment options and benefits of investing through the SBI. Paszak made a motion to support local control by recommending no changes that would require investment through the SBI. The motion was adopted unanimously.

V. Discussion on Clarification to Audit Threshold

Hennessy Allen explained that this is a technical topic seeking to clarify how the \$500,000 audit threshold in statute is measured. The optional statute changes clarify that the \$500,000 threshold is measured on special fund assets or special fund liabilities, and not the combined total of special fund and general fund assets. The changes also clarify that an audit is required beginning in the reporting year after the relief association exceeds the threshold, and that the annual financial report is a separate document from the annual audit.

There were no objections to the draft language, which was adopted unanimously.

VI. Discussion on Clarification to Filing and Application Fee Payment Authority

Hennessy Allen explained that relief association trustees sometimes have questions about the types of filing and application fees that can be paid from the relief association's special fund. Option changes were presented that clarify filing and application fees payable from the special fund must be necessary to administering the special fund, and be payable to federal or other government entities. Examples of filing or application fees that would be authorized payments from a relief association's special fund include fees with the Secretary of State's Office and the Internal Revenue Service.



There were no objections to the draft language, which was adopted unanimously.

VII. Other Business

There was no other business.

IX. Next Meeting

Tuesday, November 17, 2020
11 a.m. to 12:30 p.m.
Virtually via Zoom

X. Adjournment

The meeting was adjourned at 12:10.



Exhibit B

Combined Service Pensions

Topic:

Relief associations have authority to pay a combined service pension to members with active service in more than one relief association. A combined service pension means that years of service among multiple relief associations are combined for purposes of a volunteer firefighter's vesting. To pay a combined service pension, the bylaws of each participating relief association must be amended to allow the combined service pension payments.

Assets are *not* transferred between or among relief associations when a combined service pension is payable. When a member who is eligible for a combined service pension retires, the member is paid a pension from each participating relief association in which the member has accrued at least one year of active service credit. The service pensions are calculated the same as they would be calculated for other retiring members, except that years of service among all participating relief associations are combined for vesting purposes. As for other retiring members, each pension is based on the benefit level in effect for the relief association, or, for defined contribution plans, based on the member's individual account balance, on the date on which active volunteer firefighting services covered by that relief association terminate.

The question for the Working Group to consider is whether the combined service pension calculation for relief associations should be modified, to mirror how portability works for firefighters who are members of the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA). A firefighter in the PERA plan who has service with more than one fire department receives vesting for service performed with the initial fire department based solely on service performed with that fire department. If the firefighter subsequently serves with a second fire department, vesting accumulates and is based on the combined years with both fire departments.

Examples showing the difference between the two types of combined service pension calculations are provided below.

Examples:

Relief Associations

Sunfish Fire Relief Association = \$1,000 benefit level

Bass Lake Fire Relief Association = \$2,000 benefit level



Firefighter retires at age 50, with 5 years on the Sunfish Fire Department and 15 years on the Bass Lake Fire Department. The firefighter's service pension is calculated as follows:

5 years x \$1,000 x 100% = \$5,000
15 years x \$2,000 x 100% = \$30,000

Two service pensions are paid, one from the Sunfish Fire Relief Association equal to \$5,000 and one from the Bass Lake Fire Relief Association equal to \$30,000.

PERA Statewide Volunteer Firefighter Plan

Sunfish Fire Department = \$1,000 benefit level
Bass Lake Fire Department = \$2,000 benefit level

Firefighter retires at age 50, with 5 years on the Sunfish Fire Department and 15 years on the Bass Lake Fire Department. The firefighter's service pension is calculated as follows:

5 years x \$1,000 x 40% = \$2,000
15 years x \$2,000 x 100% = \$30,000

One service pension is paid, equal to \$32,000

Statute:

424A.015 GENERALLY APPLICABLE VOLUNTEER FIREFIGHTERS RELIEF ASSOCIATION PENSION PLAN REGULATION.

Subd. 7. **Combined service pensions.** (a) A volunteer firefighter with credit for service as an active firefighter in more than one volunteer firefighters relief association is entitled to a prorated service pension from each relief association if:

- (1) the articles of incorporation or bylaws of the relief associations provide;
- (2) the applicable requirements of paragraphs (b) and (c) are met; and
- (3) the volunteer firefighter otherwise qualifies.

(b) A volunteer firefighter receiving a prorated service pension under this subdivision must have a total combined amount of service credit from the two or more relief associations of ten years or more, unless the bylaws of every affected relief association specify less than a ten-year service vesting requirement, in which case, the total amount of required service credit is the longest service vesting requirement of the relief associations. The member must have one year or more of service credit in each relief association. The prorated service pension must be based on:

(1) for defined benefit relief associations, the service pension amount in effect for the relief association on the date on which active volunteer firefighting services covered by that relief association terminate; and

(2) for defined contribution relief associations, the member's individual account balance on the date on which active volunteer firefighting services covered by that relief association terminate.

(c) To receive a prorated service pension under this subdivision, the firefighter must become a member of the second or succeeding association and must give notice of membership to the prior association within two years of the date of termination of active service with the prior association. The second or subsequent relief association secretary must certify the notice.



Exhibit C

Supplemental State Aid Calculation

Topic:

The Working Group has been asked to consider whether the calculation for determining each community's supplemental state aid amount should be changed. Supplemental state aid is the common name for aid payable under the Police and Firefighter Retirement Supplemental State Aid program defined in Minn. Stat. § 423A.022.

A total of \$15.5 million is appropriated annually to the supplemental state aid program. The aid is distributed as follows:

- 58.064 percent (\$8,999,920) to the PERA Police & Fire Fund;
- 35.484 percent (\$5,500,020) to relief associations and the PERA Statewide Volunteer Firefighter Plan; and
- 6.452 percent (\$1,000,060) to the MSRS State Patrol Fund.

Supplemental state aid is paid at the same time as fire state aid, and is proportioned based on each qualifying entity's fire state aid amount compared to the total fire state aid of all other qualifying entities. For example, if a relief association's portion of fire state aid is 1.25 percent of the total, the relief association would be eligible to receive supplemental state aid equal to 1.25 percent of the total.

Fire state aid allocations are primarily based on the population and market value of each fire service area. There have been suggestions to change the supplemental state aid calculation so it is based on the number of active members, or some other factor, rather than being portioned in the same manner as fire state aid.

Options for the Working Group include:

1. Suggesting a statute change;
2. Taking no action;
3. Adopting a position statement;
4. Others?



Exhibit D

Retaining Service Credit for Nonvested Members

Topic:

A defined benefit relief association is obligated to credit all years of active service for any member who is active and meets the minimum service and membership requirements. Credit must be given for all years of active service, except for caps on service credit if so provided in the bylaws of the relief association.

For example, a member serves for four years and then moves from the community. The member is absent from the fire department for two years before returning and resuming active service with the fire department and active membership in the relief association. When the member resumes active service and active membership, the member retains credit for the original four years of service. Any additional service credit that is accrued is added to the four years accrued during the member's original period of service.

The Working Group has been asked to consider how long service credit should be retained when a nonvested member leaves active service. The concern among some defined benefit plan trustees is that these nonvested members who have left service are not included when the relief association determines its annual liabilities and funding requirement. If a nonvested member is later rehired and resumes active service and membership, the liability added during the member's initial year of resumption service is higher than that of a new member.

Statute:

424A.02 DEFINED BENEFIT RELIEF ASSOCIATIONS; SERVICE PENSIONS.

Subd. 3. Flexible service pension maximums.

...
(h) The method of calculating service pensions must be applied uniformly for all years of active service. Credit must be given for all years of active service except for caps on service credit if so provided in the bylaws of the relief association.



Exhibit E

Allowing Payments to Firefighters Hired on a Full-Time Basis Prior to age 50

Topic:

To qualify for a service pension distribution from a relief association, a firefighter must:

- 1) separate from active service with the fire department;
- 2) reach age 50;
- 3) complete at least five years of active service with the fire department;
- 4) complete at least five years of active membership in the relief association; and
- 5) comply with any additional conditions as to age, service, and membership that are prescribed by the relief association's bylaws.

If a volunteer firefighter is hired on a full-time basis by the municipality and discontinues volunteer firefighter duties, the firefighter may qualify for an exception to the requirement that he or she separate from active service to be paid the relief association service pension.

The Working Group has been asked to consider an exception to the age-50 payment requirement for these firefighters. This would allow firefighters hired on a full-time basis to be paid their relief association service pensions immediately upon the discontinuation of their volunteer firefighter duties. Currently, these individuals are considered deferred members after they discontinue their volunteer firefighter duties, and must wait until they reach the relief association's minimum retirement age to qualify for a distribution.

Statute:

424A.015 GENERALLY APPLICABLE VOLUNTEER FIREFIGHTERS RELIEF ASSOCIATION PENSION PLAN REGULATION.

Subdivision 1. **Separation from active service; exception.** (a) No service pension is payable to a person while the person remains an active member of the respective fire department, and a person who is receiving a service pension is not entitled to receive any other benefits from the special fund of the relief association.

(b) No relief association as defined in section 424A.001, subdivision 4, may pay a service pension or disability benefit to a former member of the relief association if that person has not separated from active service with the fire department to which the relief association is directly associated, unless:

- (1) the person discontinues volunteer firefighter duties with the fire department and performs duties within the fire department on a full-time basis;
- (2) the governing body of the municipality, of the independent nonprofit firefighting corporation, or of the joint powers entity has filed its determination with the board of trustees of



the relief association that the person's experience with and service to the fire department in that person's full-time capacity would be difficult to replace; and

(3) the bylaws of the relief association were amended to provide for the payment of a service pension or disability benefit for such full-time employees.

A close-up photograph of a red fire truck door. The door features a circular silver handle in the center. Above the handle, a blue fire hose is coiled, and a red fire hose is visible to the right. The door is painted red with a grey diamond-plate pattern at the bottom. The text "I've Been" is painted in a stylized, yellow and orange font on the red background. A large black rectangular redaction box covers the lower portion of the image.

I've

Been

The Fatal Flaw with 360 Surveys



I should love 360 degree surveys. I really should. After all, my research, and that of many others, reveals that the best managers and leaders are aware of their strengths and weaknesses, and have taken steps to capitalize on the former and neutralize the latter. And the ubiquitous 360 degree survey — our reality check of last resort — can be a powerful tool for increasing this self-awareness.

And yet I still think all but a very few 360 degree surveys are, at best, a waste of everyone's time, and at worst actively damaging to both the individual and the organization. We could stop using all of them, right now, and our organizations would be the stronger for it.

My problem with 360s is not the quality of the feedback given to the leader. On the contrary, I've seen some extraordinary coaches use 360 results as the jumping off point for insightful and practical feedback sessions. Nor is my problem that most 360 feedback focuses predominantly on the gaps between what the leader thinks are his strengths and what everyone else thinks. We know from a wealth of applied psychological research that the group of people whose own self-ratings match up most closely with others' ratings are people who are clinically depressed. (The best leaders always slightly inflate their scores, a finding called "benevolent distortion.") Nor, finally, do I much care that most 360 surveys are built on a logical non-sequitur: namely that since a particular group of exemplary leaders possesses all the competencies measured by the 360, therefore the best individual leader is she who possesses all of them.

No, my beef with 360 surveys is more basic, more fundamental. It's the data itself. The data generated from a 360 survey is bad. It's always bad. And since the data is bad, no matter how well-intended your coaching, how insightful your feedback, how coherent your leadership model, you are likely leading your leaders astray.

What do I mean by "bad"? Well, think about the most recent 360 survey you participated in, or pull it out of the drawer if you have it handy, and look at it. Virtually all 360s are built the same way. They measure a set of competencies by breaking these competencies down into behaviors, and then various colleagues — your peers, your boss, your direct reports — rate you on these behaviors. For example, to measure the leadership competency "vision," your evaluators score a list of behavioral statements such as, "Marcus sets a clear vision for our team" and "Marcus shows how our team's work fits the vision of the entire company."

On the surface, breaking down a complex competency such as "vision" into specific behaviors, and then rating me on these behaviors makes sense. But probe a little deeper and you realize that by doing so we ruin our survey.

Why? Because your rating reveals more about you than it does about me. If you rate me high on setting a clear vision for our team, all we learn is that I am clearer on that vision than you are; if you rate me low, we learn that you are clearer only relative to me.

This applies to any question where you are rating my behavior. You rate me on 'Marcus makes decisions quickly' and your rating reveals simply whether I make decisions more quickly than you do. Rate me on "Marcus is a good listener" and we learn whether I am a better listener than you. All of these questions are akin to you rating me on height. Whether you perceive me as short or tall depends on how short or tall you are.

The bottom line is that, when it comes to rating my behavior, you are not objective. You are, in statistical parlance, unreliable. You give us bad data.

“Well, that’s alright,” you may say, “because I am not the only rater. There are others rating you, Marcus, and whatever objectivity I may lack is compensated for by all those others.”

Again, this sounds right, but it still doesn’t hold up. Each individual rater is equally unreliable. This means that each rater yields bad data. And, unfortunately, when you add together many sources of bad data, you do not get good data. You get lots of bad data.

The only way to avoid this effect is to ensure that your group of raters is a perfectly representative sample of the competencies you are trying to measure. This is what polls do. They select a sample — usually a little over 1,000 people — that is nationally representative of ages, races, regions, genders, and political affiliations. This carefully selected sample then proves to be a far more reliable measure of national opinions than a random group ten times as large.

But the raters of your 360 survey are not a sample carefully selected to represent the competencies being measured. Nor are they a random sample. Instead, your raters are a non-random group of people who happen to work with you or report to you. In statistics we call this a “skewed sample.” Add up all their ratings and you do not get an accurate, objective measure of your leadership behaviors. You get gossip, quantified.

Thankfully, the solution to this problem is simple. Although you are not a reliable rater of my behavior, you are an extremely reliable rater of your own feelings and emotions. This means that, although you cannot be trusted to rate me on “Marcus sets a clear vision for my team,” you can be relied upon to rate yourself on a statement such as “I know what the vision of my team is.” Likewise, while your ratings of me on “Marcus is a good listener” are bad data, your ratings of you on “I feel like my opinions are heard” are good data. This is true for any statement crafted so that it is asking you to rate you on you.

So, to create a reliable 360 survey, all you need do is cut out all the statements that ask the rater to evaluate others on their behaviors, and replace them with statements that ask the rater to evaluate himself on his own feelings.

Doing this will transform your 360 survey into a tool everyone can trust. But until then, it’s just blather.

MARCUS BUCKINGHAM

Marcus Buckingham is the founder of TMBC, a company that builds strengths-based tools and training for managers. He is the author of several WSJ and NYT bestsellers, including his latest book and accompanying strengths assessment, *StandOut: Find your Edge, Win at Work*.

NEWS

Majority of Employees Reject 360-Degree Reviews, Citing Bias

May 5, 2025 | Roy Maurer



Most employees are disillusioned with 360-degree assessments, a popular HR tool used for [employee feedback](https://www.shrm.org/topics-tools/flagships/all-things-work/reimagine-feedback-drive-engagement-growth) - (<https://www.shrm.org/topics-tools/flagships/all-things-work/reimagine-feedback-drive-engagement-growth>), development, and performance management.

360-degree reviews — a process in which managers, direct reports, peers, and co-workers contribute anonymous evaluations of an individual's performance — are broadly used by HR, especially at large organizations.

The measurement is designed to collect organizational feedback or help managers deliver comprehensive performance reviews. However, [a recent survey from LiveCareer](https://www.livecareer.com/resources/careers/360-degree-feedback), - (<https://www.livecareer.com/resources/careers/360-degree-feedback>), a resume and career service, showed that many workers believe the model amplifies personal biases and workplace politics.

According to LiveCareer, 79% of the 1,000 workers surveyed would opt out of 360-degree feedback if given the choice, with 74% saying they feel the results are unfair, biased, or inaccurate.

Specifically, employees said 360-degree reviews raise serious concerns about objectivity and fairness:

- 79% of employees suspect colleagues of using feedback to settle personal grudges.
- 48% believe 360-degree reviews amplify office politics rather than provide honest evaluations.
- 48% feel feedback is tainted by personal bias.
- 39% experienced strained workplace relationships due to 360-degree feedback.
- 35% reported increased stress and self-doubt.
- 30% noted decreased productivity and motivation following 360-degree reviews.

SHRM Members-Only Toolkit: Managing Employee Surveys - (<https://www.shrm.org/topics-tools/tools/toolkits/managing-employee-surveys>)

"360-degree feedback is a powerful tool for employee development, but it's not without its challenges," said Jasmine Escalera, career expert at LiveCareer. "Our study reveals that while it can foster growth and collaboration, it also risks amplifying office politics and personal biases. Organizations need to be mindful of how they implement and interpret feedback to truly benefit their teams."

Untying 360-Degree Feedback from Compensation

Carolyn Troyan, president and CEO of Leadership 360, an HR consulting and leadership coaching firm in St. Helena, Calif., said she gets nervous about the way in which many companies conduct 360-degree assessments.

"I've seen 360 reviews work well and have the most impact when they are meant for development and do not affect compensation," she said. "Performance management is broken and should be untied from comp."

Troyan said that compensation could instead be determined by evaluating skills and where the employee sits in the pay range. She said learning agility should be a major component of promotion.

"Because 360-degree performance reviews are tied to compensation, you get people picking friends who will give positive feedback. It becomes political and feels like high stakes," she said. "People are just trying to game the system."

One Piece of the Performance Assessment

Jay Jones, SHRM-CP, lead, talent and employee experience at SHRM, said that 360-degree assessments must be executed at a high level to be effective.

"It's one of the best ways to get feedback from staff, but HR needs to ensure that bias and personal grudges are not affecting the process," he said. "Not putting measures in place to dissuade these things is an easy way to break trust with staff."

Jones added that if 360-degree feedback is used directly for performance management, it's important that it only be a piece of the assessment and not the deciding factor.

"For any organization doing that, it would be important to have additional training for everyone to understand why this is happening and how the information will be used," he said.

Troyan said that 360-degree feedback itself isn't the problem but is inadequate if limited to annual review cycles.

"Feedback [should be timely](https://www.shrm.org/topics-tools/news/all-things-work/performance-management-evolves) - (<https://www.shrm.org/topics-tools/news/all-things-work/performance-management-evolves>)," she said. "A lot of the time, these 360 reviews are months apart. Most traditional performance management processes are conducted too far apart. If you get feedback months later, you feel angry and a lack of trust. 'Why didn't you tell me so I could have fixed that behavior?' "

Additional problems with 360-degree evaluations are a lack of actionable focus and inadequate follow-up.

"With any survey, if you are collecting feedback from staff and then that feedback is not reflected anywhere and leadership does not take that and have outcomes based on that feedback, you get survey fatigue," Jones said. "Make sure the 360s are clear about what is being asked, both for the person taking it and the person receiving it. And ensure there is a follow-up process."

SHRM Members-Only Toolkit: Managing Employee Performance - (<https://www.shrm.org/topics-tools/tools/toolkits/managing-employee-performance>)

Should Feedback Be Anonymous?

Anonymous feedback is intended to encourage candor and protect reviewers. But while 62% of the LiveCareer survey respondents said they believe anonymous feedback encourages honesty, 28% said it leads to vague and unconstructive criticism.

"Anonymity in feedback can create a safe space, but it can also be a shield for passive-aggressive comments," Escalera said. "Striking the right balance between candidness and accountability is crucial for constructive feedback."

However, Jones is a proponent of anonymous feedback. “Ensuring anonymity is kept protects the process,” he said. “It allows staff to give a true opinion — and, hopefully, a constructive opinion. HR must guard against retaliation against those providing feedback.”

Troyan believes that anonymous feedback lacks context and doesn’t provide enough detail to change one’s behavior or follow up on a highlighted behavior.

“The more cutting-edge companies are training employees on how to give feedback,” she said. “They are putting peer-to-peer recognition programs together where co-workers are providing both positive and constructive feedback in the moment. And managers are giving monthly feedback on things employees are doing well, things to work on, and asking what support they need.”

Issues are getting addressed swiftly with quick, direct feedback, she said, adding, “The younger generations particularly want this. I’m very excited for what this could evolve into.”

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Advertisement



EXCELSIOR FIRE DISTRICT

Proudly serving the communities of: Deephaven, Excelsior, Greenwood, Shorewood, & Tonka Bay

**Excelsior Fire District Fire Board Special Meeting
Deephaven City Hall, Council Chambers
20225 Cottagewood Road
Deephaven, Minnesota 55331
Wednesday, April 8, 2026
12:00 Noon**

Consent Agenda

- a) Approve Excelsior Fire District Resolution #26-001, Annual Appointments
- b) Approve Excelsior Fire District Resolution #26-002, Engine 21 Financing Options

Closed Session: Threatened or Pending Litigation

This portion of the meeting will be closed to discuss threatened or pending employment related litigation under the attorney-client privilege exception pursuant to Minn. Stat. §13D.05, subd. 3(b).

Disciplinary Hearing

This meeting will be open to the public. The Fire Board will discuss whether any discipline is warranted and, if so, what discipline is warranted based upon the Investigation Report and the alleged conduct of the individual subject to the authority of the Fire Board based upon the Fire Board Hearings held Tuesday, March 10 and Wednesday, March 11, 2026.

Adjournment

**Fire Department All-Staff Workshop
Emergency Operations Center
24100 Smithtown Road
Shorewood, Minnesota 55331
Thursday, April 9, 2026
11:00 a.m.**

Agenda:

General Discussion, Informational Purposes Only

**EXCELSIOR FIRE DISTRICT BOARD SPECIAL MEETING
MEMORANDUM AND DISCIPLINARY HEARING
DRAFT FINDINGS AND CONCLUSIONS**

Thursday, April 2, 2026

Notice of Confidentiality: The information provided herein, in the Investigation Report and in the supporting documentation contains non-public data, including private personnel data, that is protected by Minnesota Statute. You cannot share this information, in any form, with anyone outside of Operating Committee Chair Dan Madsen; or Excelsior Fire Board Attorney, Joshua Dorothy.

Privacy Warning. This document may contain private or confidential information that is protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Improper release of any information contained in this report is a potential cause for legal action against the Fire Board and / or Excelsior Fire District and may violate State Statutes.

INTRODUCTION

This Memorandum is sent as a supplement to the Investigation Report and Disciplinary Hearings held Tuesday, March 10 and Wednesday, March 11, 2026. The continuation of the Disciplinary Hearings set on for 12:00 noon on Wednesday, April 8, 2026 in Council Chambers of Deephaven City Hall, 20225 Cottagewood Road, Deephaven, Mn 55331.

BACKGROUND

The Excelsior Fire Board met on Wednesday, November 19, 2025, and voted to engage Investigator Michelle Soldo to investigate a variety of allegations of misconduct and other matters of concern raised at the Public Comment period of the Fire Board meeting held July 23, 2025, and based upon statements and other information returned subject to an employee performance review. The Investigation Report was completed on March 3, 2026, and submitted to the Fire Board for consideration and review.

With receipt of the Investigation Report, Operating Committee Chair, Dan Madsen, set on a Fire Board Closed Session hearing on Tuesday, March 10, 2026, pursuant to Minn. Stat. 13D.05, Subd. 2(b) to review the Investigation Report and for preliminary consideration of allegations or charges against an individual subject to the Fire Board's Authority. After approximately five hours of discussion and review, this meeting was recessed and continued to 12:00 noon, Wednesday, March 11, 2026. The Fire Board again met on Wednesday, March 11, 2026 and discussed and reviewed the Investigation Report, heard witness testimony and received and considered evidence submitted by the individual subject to the Fire Board's authority and his attorneys. After approximately seven more hours of discussion and review, various motions were made by the Fire Board finding by majority vote that discipline was warranted on Subfindings 1-3, and Findings 4 and 5 of the Investigation Report. The Fire Board determined by majority vote that no discipline was warranted on Findings 3 and 6 of the Investigation Report.

Upon determination of discipline being warranted on five of the seven findings presented in the Investigation Report, the Fire Board recessed the meeting and directed the Operating Committee to draft recommendations for findings and discipline to be reviewed at a meeting to be scheduled in early April, 2026. Based upon this direction, the Operating Committee submits this Memorandum and Disciplinary Hearing Draft Findings and Conclusions for your consideration. The continuation of the Disciplinary Hearing will be held in Deephaven City Hall at 12:00 noon, Wednesday, April 8, 2026. This meeting will be open to the public.

PROCESS FOR REVIEW

The Fire Department Operating Committee is submitting the following information for consideration by the Board. The intent is to assist the discussion and review process during the disciplinary hearing by providing a high-level review of facts presented through testimony and in the Investigation Report, along with recommendations based upon the facts to be determined by the Board during discussion and review. If members of the Board recall facts differently than as presented herein, you should rely on the facts as you remember them. Additionally, you should discuss and include any and all other facts not presented herein that you deem appropriate or helpful in your deliberation process as a Board.

The following information is provided based upon the findings approved by majority vote at the March 11, 2026, Disciplinary Hearing. Sample findings of fact are paired with reasonable disciplinary recourses for the related findings. The Board should discuss and review each “option” as it relates to your understanding of the events giving rise to the disciplinary finding and in light of what form of discipline you feel is most appropriate given your determination of the facts.

At the conclusion of the review of the findings and related recommendations for discipline, the Board will be asked to discuss what final disciplinary disposition is warranted based upon the discussion, findings and review of all of the evidence and materials submitted. The Board will want to consider the weight of any and all findings and any majority determinations that are made regarding the options presented. Any final discipline rendered by the Board should be done in consideration of each individual finding, the gravity of the cumulative findings and / or in consideration of any mitigating factors that the Board may find in the cumulative nature of the findings, evidence and options presented. Ultimately, the Board can decide to render discipline individually or cumulatively as one multi-faceted determination at the Board’s discretion.

DISCIPLINARY HEARING: POTENTIAL FINDINGS AND DISCIPLINARY OPTIONS

The Fire Board made five findings that Chief Mackey’s conduct warranted discipline. Those findings were as follows:

Subfinding 1: Dual Service Compensation

The Fire Board voted by a majority vote of 3-2 that discipline was warranted on Subfinding 1 of the Investigation Report, that Chief Mackey, without authority or approval of the Board, received additional compensation in addition to his salary payment of an hourly wage totaling \$42,938.06 between the years 2022 and 2025. Additionally, Chief Mackey, without authority or approval of

the Board, received Fire Relief Association Pension Benefits in addition to his enrollment in PERA.

Investigator Soldo found that Chief Mackey's lack of transparency was a breach of his duty of loyalty, transparency and honesty to the Fire Board and a lapse in his professional judgment that prevented the Fire Board from exercising timely and informed fiscal oversight. Investigator Soldo found Chief Mackey to be misleading in his interview regarding this matter and not forthcoming with her requests for additional documents and explanations.

Chief Mackey provided testimony that he did not inform the Fire Board of his "dual service" payments and enrollment in the Fire Relief Association Pension Fund (hereinafter "Pension Program"), but one member of the Fire Board and one member of the Fire Relief either were, or should have been aware, of his participation and payments in those programs. Chief Mackey further explained that he relied on this understanding and assumed these members would have informed the other members of the Fire Board.

In his testimony, Chief Mackey acknowledged he did not ask the Board for approval of compensation for his hours covering Duty Crew shifts, and that based upon that service he was also eligible for inclusion in the Pension Program. Chief Mackey stated that he retroactively enrolled himself in the Pension Program based upon his Duty Crew service back to 2019 when he began working those shifts, an enrollment that occurred sometime in 2020 or 2021. It is unclear on what exact date Chief Mackey began paying himself for his hours worked on Duty Crew shifts. Chief Mackey stated that he did not have this compensation listed separately in the Fire Department Annual Budget, but that his wages received were included in the overall Duty Crew line item which generally included the total / overall Duty Crew wages as one aggregated number.

It is not clear how the Fire Board or Operating Committee would have been able to discern that Chief Mackey was paying himself both his exempt salary for serving as Fire Chief and also hourly for his hours worked as a member of the Duty Crew. It is not clear if Chief Mackey satisfied the legal requirements to comply with Minnesota Statute to receive "dual service" payments. It is also unclear if Chief Mackey satisfied the legal requirements to comply with PERA regulations and Pension Program requirements for participation in both programs.

Dual Service Compensation Disciplinary Options:

Option I: If the Board finds that Chief Mackey unlawfully paid himself compensation for his duty crew service; inappropriately enrolled himself in the Pension Program; intentionally misled the Board; obscured payments and his participation in the Pension Program; or intentionally breached his duty of loyalty, transparency and honesty to the Fire Board, discipline up to and including termination is warranted. Additionally, repayment of compensation paid to himself may be required to be repaid and his participation in the Pension Program rescinded.

Option II: If the Board finds that Chief Mackey neglected to inform the Board of his dual compensation and participation in the Pension Program, but that compensation was warranted based upon his service to the Fire Department and that work being outside the scope of his general duties; but the Fire Board finds that Chief Mackey intentionally breached his duty of

loyalty, transparency and honesty to the Fire Board, discipline up to and including termination is warranted. There would be no recommended adverse action based upon compensation paid or participation in the Pension Program.

Option III: If the Board finds that Chief Mackey neglected to inform the Board of his dual compensation and participation in the Pension Program, but that compensation was warranted based upon his service to the Fire Department and that work being outside the scope of his general duties; and the Fire Board finds that Chief Mackey did not intentionally breach his duty of loyalty, transparency and honesty to the Fire Board, discipline up to and including completion of a course or training related to Leadership Communication and Public Employee Leadership / Board and Council Relations is warranted. This should be established in a formal Performance Improvement Plan that would also include routine email communications and memorandums to the Board for added transparency, along with benchmarks to gauge progress and improvement. Professional Coaching engagement would be recommended to assist Chief Mackey in proper Fire Board Communications and Best Practices. There would be no recommended adverse action based upon compensation paid or participation in the Pension Program.

Option IV: If the Board finds that Chief Mackey did not neglect to inform the Board of his dual compensation and participation in the Pension Program, or that Chief Mackey was justified in his belief that knowledge by a member of the Fire Relief and Fire Board was sufficient to support these payments, or that his position is reasonable that the Fire Board knew or should have known of the payments and enrollment on that basis; and that compensation was warranted based upon his service to the Fire Department and that work being outside the scope of his general duties; and the Board finds that Chief Mackey did not intentionally breach his duty of loyalty, transparency and honesty to the Board, discipline up to and including a verbal or written reprimand documented in his employee file reinforcing the need to proactively communicate with the Board is warranted. Additionally, Professional Coaching engagement would be recommended to assist Chief Mackey in proper Fire Board Communications and Best Practices. There would be no recommended adverse action based upon compensation paid or participation in the Pension Program.

Option V: If the Board finds that Chief Mackey did not neglect to inform the Board of his dual compensation and participation in the Pension Program, or that Chief Mackey was justified in his belief that knowledge by a member of the Fire Relief and Fire Board was sufficient to support these payments, or that his position is reasonable that the Fire Board knew or should have known of the payments and enrollment on that basis; and that compensation was warranted based upon his service to the Fire Department and that work being outside the scope of his general duties; and the Fire Board finds that Chief Mackey did not intentionally breach his duty of loyalty, transparency and honesty to the Fire Board; and the Fire Board finds that the Fire Board knew or should have known that Chief Mackey was working extended shifts including nights and weekends and failed to check in with him regarding what support he may need, and / or the Board was, at least in part, culpable or responsible for this situation by failing to act in a way to remedy or address this situation or otherwise support Chief Mackey, no discipline is warranted. Professional Coaching engagement would still be recommended to assist Chief Mackey in navigating Fire Board Communications and Best Practices. There would be no recommended adverse action based upon compensation paid or participation in the Pension Program.

Subfinding 2: McQueen Invoice and Change Order Approval

The Fire Board voted by a majority vote of 3-2 that discipline was warranted for Subfinding 2, Lack of Transparency and Dishonest Statements to the Fire Board. The investigation provided that Chief Mackey received an email invoice in the amount of \$51,409.57 on February 18, 2025 for manufacturing changes made to Fire Engine 11. Emails indicate these changes were requested by Chief Mackey in October and December of 2024. Investigator Soldo found that Chief Mackey misrepresented the change order costs to the Fire Board at the April 23, 2025 meeting by stating that the change order and costs were recent news to him, and by stating he had requested but did not receive quotes for the work which was completed by February 20, 2025. Upon further discussion and review, Chief Mackey stated that he did approve the Engine 11 change orders. He reiterated that when he informed the Board that the work was unexpected it was because the manufacturer never provided firm quotes for the change order items he requested. Investigator Soldo found that Chief Mackey's conduct constituted a breach of his duty of loyalty, transparency and honesty to the Fire Board that damaged trust and confidence in his credibility and leadership effectiveness. Chief Mackey maintained that he misspoke and did not intend to mislead the Board.

McQueen Invoice and Change Order Approval Disciplinary Options:

Option I: If the Board finds that Chief Mackey ordered the changes to Engine 11 and intentionally misled or knowingly lied to the Fire Board about the nature of the change order or authorization provided for the change order, that would evidence a breach of Chief Mackey's duty of loyalty, transparency and honesty, discipline up to and including termination is warranted.

Option II: If the Board finds that Chief Mackey ordered the changes to Engine 11 and simply forgot or misspoke that he had requested the changes, but also that Chief Mackey should have sent a follow-up communication to the Board explaining the situation or otherwise updating the Board on the status of the costs and process for Engine 11; but the Board finds that Chief Mackey did intentionally breach his duty of loyalty, transparency and honesty to the Fire Board, discipline up to and including a written reprimand documented in his employee file reinforcing the need to proactively communicate with the Board is warranted. The Board should also consider a formal Performance Improvement Plan that would include routine email communications and memorandums to the Board for added transparency, along with benchmarks to gauge progress and improvement. Additionally, Professional Coaching engagement would be recommended to assist Chief Mackey in proper Fire Board Communications and Best Practices.

Option III: If the Board finds that Chief Mackey did not intend to order changes to Engine 11 and was simply waiting for a formal quote or invoice to present to the Board, and the Board finds that Chief Mackey was reasonable in not updating the Board regarding the status or costs associated with Engine 11 based upon the miscommunication, and the Board finds that Chief Mackey did not intentionally breach his duty of loyalty, transparency and honesty to the Fire Board based upon the miscommunication regarding the change orders, Professional Coaching engagement would be recommended to assist Chief Mackey in proper Fire Board Communications and Best Practices.

Subfinding 3: Damage to Engine 21

The Fire Board voted by a majority vote of 3-2 that discipline was warranted for Subfinding 3, failure to inform the Board of an accident in Shorewood resulting in damage to Engine 21. Investigator Soldo found that Engine 21 was involved in an accident resulting in damage to the engine in the amount of \$88,399.89, along with unspecified damages to the bank of residential mailboxes. Chief Mackey confirmed that Engine 21 was damaged on December 12, 2025, which was submitted to insurance. The Assistant Fire Chief contacted Shorewood Staff to let them know of the accident, but no updates were provided to the Fire Board. Engine 21 was taken out of service due to the damage sustained in the accident. Chief Mackey did not inform the Board until the January 28, 2026 Board Meeting of the accident or related damage to Engine 21. Investigator Soldo found that Chief Mackey's lack of transparency prevented the Fire Board from exercising timely and informed fiscal oversight and the opportunity to consider or address the impact on service delivery and potential Fire District risk and liability.

Chief Mackey stated in testimony that previous Fire Boards did not want to receive information considered to be routine, and that this was the type of information that was not previously reported to the Board. Chief Mackey also stated in testimony that the Fire Department has a redundancy of engines, so a different engine with the same capabilities was moved to Fire Station 2 so there was no loss in service while Engine 21 was out of service.

Option I: If the Fire Board finds that Chief Mackey's lack of transparency prevented the Fire Board from exercising timely and informed fiscal oversight and the opportunity to consider or address the impact on service delivery and potential Fire District risk and liability, discipline up to and including a formal written reprimand for a lack of communication and transparency is warranted. The Board should also consider a formal Performance Improvement Plan that would include routine email communications and memorandums to the Board for added transparency, along with benchmarks to gauge progress and improvement. Additionally, Professional Coaching engagement would be recommended to assist Chief Mackey in proper Fire Board Communications and Best Practices.

Option II: If the Fire Board finds that Chief Mackey did not lack transparency or otherwise prevent the Fire Board from exercising timely and informed fiscal oversight and the opportunity to consider or address the impact on service delivery or potential Fire District risk and liability, but that Chief Mackey should have been more communicative about the accident and potential impact on the Fire Department, the Fire Board should consider Professional Coaching engagement to assist Chief Mackey in proper Fire Board Communications and Best Practices.

Finding 4: Failure to Act or Otherwise Address Disparate and / or Disrespectful Gender-based Treatment of an Employee

The Fire Board voted by a majority vote of 3-2 that discipline was warranted for Finding 4, Failure to Act or Otherwise Address Disparate and / or Disrespectful Gender-based Treatment of an Employee. Investigator Soldo found that Chief Mackey had knowledge of, and did not act, in accordance with EXFD Personnel Handbook Section 5.15 – Harassment Prevention, to address multiple verbal reports EXFD personnel made to him over a period of approximately three years regarding perceived disrespectful and disparate treatment based upon gender. Investigator Soldo stated that she independently confirmed that a senior [REDACTED] employee reported that, for a period

of three years (2020 to 2023), [REDACTED] was treated poorly by a senior officer, who spoke to and about the [REDACTED] in a demeaning manner and did not grant [REDACTED] requests for training or professional development opportunities. The [REDACTED] firefighter repeatedly complained to Chief Mackey about the [REDACTED] officer's behavior. Chief Mackey is alleged to have told complainant that the [REDACTED] officer is set in [REDACTED] ways. Chief Mackey offered to talk to the officer, but stated that will likely result in more tension. Alternatively, Chief Mackey stated that the firefighter could wait for the officer to retire in a year or two. Investigator Soldo found that Chief Mackey failed to meet the policy obligation triggered by the firefighter's verbal complaint to him. Additionally, it was found that Chief Mackey failed to uphold his duty to preliminarily assess and document whether the conduct alleged, if sustained, violated Fire Department policy and performance standards. This inaction, as concluded by Investigator Soldo, could expose the EXFD to liability.

Chief Mackey stated in testimony that he did not conduct an investigation or confer with the Operating Committee or Fire Board regarding the complaints. Chief Mackey did state that he spoke generally with the officer involved and urged [REDACTED] to be aware of [REDACTED] tone and asked [REDACTED] to treat the firefighter fairly. Chief Mackey also stated he asked the firefighter to fill out a formal complaint and he would begin an investigation; the firefighter refused to file a formal complaint.

Option I: If the Fire Board finds that Chief Mackey had a duty to document and investigate the complaint shared to him by a firefighter based upon disrespectful and disparate treatment experienced by [REDACTED] presented from [REDACTED] superior officer, and if the Board finds that the reported incidents were on-going, numerous and so significant in nature that Chief Mackey failed to reasonably or responsibly protect the firefighter from gender-based harassment for a period of three years, discipline up to and including termination may be warranted.

Option II: If the Fire Board finds that Chief Mackey had a duty to document and investigate the complaint shared to him by a firefighter based upon disrespectful and disparate treatment experienced by [REDACTED] presented from [REDACTED] superior officer, but the Board finds that Chief Mackey did address the superior officer, took some action to address the situation and took steps to encourage the firefighter to file a formal complaint, discipline up to and including a formal written reprimand for failure to follow Fire Department Policy, required harassment and discrimination training and certification, required human resources training and certification, all codified in a Performance Improvement Plan along with benchmarks to gauge progress and improvement is warranted. Additionally, Professional Coaching engagement would be recommended to assist Chief Mackey in proper Human Resources support and employee-related Best Practices.

Option III: If the Fire Board finds that Chief Mackey did not have a duty to document and investigate the complaint shared to him by a firefighter based upon [REDACTED] refusal to file a written complaint, and the Board finds that Chief Mackey did address the superior officer, took some action to address the situation and took steps to encourage the firefighter to file a formal complaint, Professional Coaching engagement would be recommended to assist Chief Mackey in proper Human Resources support and employee related Best Practices.

Finding 5: Initiating and Supporting Conduct Perceived as Prohibited Religious and Race-based Discrimination

The Fire Board voted unanimously that discipline was warranted for Finding 5, Initiating and Supporting Conduct Perceived as Prohibited Religious and Race-based Discrimination. Investigator Soldo found that Chief Mackey initiated and supported behavior perceived by some EXFD personnel as prohibited religious and race-based discrimination.

Investigator Soldo found that Chief Mackey intentionally used Fire District funds to install a sign in a stereotypical font on an in-service truck that referred to a firefighter of [REDACTED] descent in a stereotypical manner. The sign read: "I've been [REDACTED]," and was depicted in a stereotypical font visually reflecting [REDACTED] stereotypes. It was noted that the Firefighter's name was [REDACTED]. The record also reflects Chief Mackey's reluctance to remove the sign and a general lack of understanding or acceptance of the impact of his actions.

Chief Mackey stated in testimony that the concept of "[REDACTED]" on the fire truck was raised and supported by the Truck Committee, and that the phrase was used as a term of endearment by firefighters when referring to [REDACTED]. Additionally, Chief Mackey stated that [REDACTED] was instrumental in many truck committees, was disappointed he was not involved in this truck build, and the Truck Committee wanted to honor him by dedicating the firetruck to him in this matter.

Investigator Soldo also found that Chief Mackey coined the nickname of a senior EXFD member who [REDACTED] as "[REDACTED]." Chief Mackey stated in testimony that the firefighter had shared the story that [REDACTED] Chief Mackey stated that the nickname "[REDACTED]" was known to the firefighter and considered by him to be acceptable and a term of endearment.

Option I: If the Board finds that the sign reading "I've Been [REDACTED]" was directed by Chief Mackey in an effort to discriminate, harass, embarrass or otherwise demean [REDACTED]; or if the Board finds that the sign had discriminatory impacts on other members of the Fire Department or general public, discipline up to and including termination is warranted. If the Board finds that the term "[REDACTED]" was coined by Chief Mackey and that the term was used in an effort to discriminate, harass, embarrass or otherwise demean the firefighter; or if the Board finds that use of the term had discriminatory impacts on other members of the Fire Department or general public, discipline up to and including termination is warranted.

Option II: If the Board finds that the language of the signage and / or the language of the term "[REDACTED]" is discriminatory, non-protected speech directed by Chief Mackey, but was not intended to harass, embarrass, demean or otherwise discriminate against either firefighter; and if the language did not have any other discriminatory impacts on other members of the Fire Department or general public, discipline up to and including a formal written reprimand, required harassment and discrimination training and certification, required human resources training and certification, all codified in a Performance Improvement Plan along with benchmarks to gauge progress and improvement is warranted. Additionally, Professional Coaching engagement would be recommended to assist Chief Mackey in proper anti-discriminatory leadership support and employee-related Best Practices.

Option III: If the Board finds that the language of the signage and the nickname “[REDACTED]” was not intended to harass, embarrass, demean or otherwise discriminate against either firefighter; and if the language did not have any other discriminatory impacts on other members of the Fire Department or general public, and if the Board finds that the nature and intent of the language or signage itself is not discriminatory, prejudicial or offensive in nature, Professional Coaching engagement would be recommended to assist Chief Mackey in proper anti-discriminatory leadership support and employee related Best Practices.

Conclusion:

As provided above, the Board should discuss and review each “option” as it relates to your understanding of the events giving rise to the disciplinary findings and in light of what form of discipline you feel is most appropriate given your determination of the facts. The Board will be asked to discuss what final disciplinary disposition is warranted based upon the discussion, findings and review of all of the evidence and materials submitted. You will want to consider the weight of any and all of the findings and any majority determinations that are made regarding the options presented. Any final discipline rendered by the Board should be done in consideration of the gravity of each individual finding, and in consideration of any mitigating factors that the Board may find in the cumulative nature of the findings, evidence and options presented in this matter. Ultimately, the Board can decide to render discipline individually or cumulatively as one multi-faceted determination at the Board’s discretion.

There are four general areas of discipline identified and recommended in this Memorandum. They are: termination; formal written reprimand; verbal reprimand; and recommended engagement with a professional employment coach. Within these categories, additional recommendations are presented that include a formal performance improvement plan, discrimination and harassment classes and certification, and human resources training and certifications. Since many of the “options” present recommendations that are repetitive in nature, the Board may want to consider one disciplinary determination that incorporates several of the individual options with specifically curated coursework that the Board deems appropriate. The Board, of course, should add, remove or rephrase any or all of these in arriving at your final determination regarding a disciplinary disposition.

Additional Note:

The Operating Committee met on two different occasions to review this Memorandum and discuss how best to advise the Board. After several hours of discussion and review, the Operating Committee has decided to include the individual thoughts, comments and in some cases recommendations, for your consideration and review. The Operating Committee is not necessarily aligned on the best path forward from here, so these individual statements seemed like the best way to provide our insight while still respecting our positions and differences as non-voting members of the Fire Board. While these statements are provided now with anonymity, we are available and willing to comment or expand upon these opinions at the Board’s request. These comments follow the closing and signature block below.

Thank you for your time and effort in this long and difficult process. As always, feel encouraged to reach out to me and / or Board Attorney Dorothy with any questions, comments or thoughts you may have.

Sincerely,

Dan Madsen

Dan Madsen
Operating Committee Chair
Excelsior Fire District

OPERATING COMMITTEE COMMENT I

Subfinding 1: Dual Service Compensation

There is no information in the Investigation Record that demonstrates that the Chief's dual service negatively impacted his performance as Chief. There is no information in the Investigation Record that there was any double pay or misappropriation of funds for this dual service.

The Excelsior Fire District Joint Powers Agreement Section 2.9 provides for a Fiscal Agent that is compensated by the District with the initial Fiscal Agent being the City of Excelsior. The City of Deephaven resigned as Fiscal Agent for the EFD at yearend 2020 and no City has served as Fiscal Agent since that time. It is likely that one of the purposes of the Fiscal Agent in the JPA was to provide City oversight of the EFD's finances and use of its funds. By abandoning the oversight that was provided for in the JPA, the member Cities and the Board can be considered just as responsible for the lack of communication as is the Chief.

The Board may wish to consider that any future payments including expenses other than the Board approved salary by the EFD to its Chief need to be approved by the Operating Committee Chair or Vice Chair in the absence of the Chair.

Subfinding 2: McQueen Invoice and Change Order Approval

The Investigator's Sub-Finding states that the Chief did not timely inform the Fire Board of an invoice in the amount of \$51,409.57 that was received for change orders for Fire Engine 11. The Investigator acknowledged in the meeting with the Board that \$21,237.37 of these changes had previously been approved by the Board so \$30,172.20 is the actual amount that is in question. The Chief should have communicated the likely additional cost to the EFD Operating Committee and Board as he became aware of them even if he didn't have the final costs as he did for the \$21,237.37 change order. There is no indication in the record that the \$30,172.20 was misspent as it included NFPA mandated changes since the Engine was ordered and items that fire fighters

felt were important to include on the Engine after their factory prebuild visits. The changes were approved by the EFD at its April 23, 2025 meeting so there is no evidence in the record of improper or unauthorized use of District funds. A Fiscal Agent could have helped with the communication process for the Engine changes.

Subfinding 3: Damage to Engine 21

The Investigation Report speculated on potential service issues within the District and in providing support to mutual aid partners. The Investigator did not provide any information to support these concerns. The Investigator provided speculative information regarding the experience of the driver of the Engine but nothing to indicate any driver fault with icy road conditions. The Investigation noted that the incident happened while the Chief was out of town and the Assistant Chief took the lead on contacts. A claim was submitted to the League of Minnesota Cities Insurance for the damages. The investigation did not indicate what if any out of pocket costs such as deductibles would be incurred by the District as the result of the incident.

Finding 4: Failure to Act of Otherwise Address Disparate

The Investigator did not indicate that the Board Chair or EFD Attorney were contacted regarding the handling of reports of disrespectful and/ or disparate Gender-based treatment. The Board Chair was contacted regarding EFD personnel concerns and that he referred them to the EFD Attorney and the EFD Attorney talked with them and billed the EFD for his time. The EFD Attorney stated at the 360 review closed meeting that he had asked the personnel to get back to him with more detailed information and they did not. The Attorney stated that the information that they did provide to him did not even indicate that there was smoke let alone fire related to the personnel concerns.

Finding 5: Investigating and Supporting Conduct Perceived as Prohibited Religious and Race-based Discrimination

The Investigator provided no information indicating that either the employee that he referred to as “██████████” was impugned by this nickname or the ██████ firefighter with the last name “████” felt maligned by the reference to his name on the new Engine 11. The ██████ graphics were on the truck at the time of its delivery in early 2025 and visible during its push in ceremony that was attended by many board members. There is no information in the Investigation suggesting that any Board or Operating Committee members communicated concerns regarding the graphics to the Chief after the push in ceremony.

OPERATING COMMITTEE COMMENT II

Chief Mackey has engaged in conduct that constitutes a breach of transparency, honesty, and integrity – values that are fundamental to a leader of a multi-city organization. Chief Mackey’s

actions have damaged trust and his credibility as a leader. The Investigation Report shows a pattern of dishonesty:

- When the Investigator asked Chief Mackey about factual inconsistencies in his responses, his explanation changed.
- Without prompting, he did not provide important factual detail and context to the Investigator.
- Chief Mackey initially told the Investigator that fulltime staff membership in the Relief Association is a long standing EXFD practice predating his 2019 appointment. After further discussion, Chief Mackey acknowledged that his answer was misleading.
- During a Fire Board meeting on April 23, 2025, Chief Mackey misrepresented the additional Engine 11 change order cost as recent news to him, and he blamed the manufacturer for not communicating the cost of the change orders which emails show he requested. The Investigator concluded that the Chief's remarks to the Board were a material misrepresentation of the facts.
- Chief Mackey said that the Fire Board unanimously approved the decals after receiving and reviewing information presented during a work session that he said "clearly" identify the "I've been [REDACTED]" graphics. The Investigator indicated that the records do not support Chief Mackey's claim that the entire voting Board clearly knew about and unanimously approved the purchase and installation of the decals on Engine 11.

These examples are likely not isolated incidents, but demonstrate a pattern of behavior that undermines trust, prevents the Board from providing effective oversight of the Excelsior Fire District, and exposes the organization to reputational and operational risks.

Integrity is not only a core expectation but a non-negotiable standard, especially for the Fire Chief. A Fire Chief is expected to lead by example, and their actions shape the culture of an organization. Allowing this behavior to go unaddressed would set a concerning precedent.

Based on the seriousness of the findings and their implications, I believe that Chief Mackey should be terminated, effective immediately. This action, while difficult, is necessary to protect the organization's integrity.

OPERATING COMMITTEE COMMENT III

In reviewing the findings and weighing options for discipline, the Board should carefully consider the level of trust and confidence it has in the Chief's judgement and leadership as the chief administrative officer of the Excelsior Fire Department. Will the Chief be able to effectively lead the organization considering the information and testimony presented? What will be needed from leadership for the department to move forward?

The Board should also consider the impacts of its disciplinary decisions on the organization and its members, as well as the perceptions of the department by taxpayers and the public. What are the short- and long-term implications of the board's decisions in this matter? What does the decision communicate to the department's various stakeholders? If asked or challenged, how would a board member account for their decision?

Lastly, whatever conclusion the Board arrives at in this matter, efforts will be necessary to stabilize the department and foster a healthy, inclusive, and high-performing organizational culture.

Operating Committee Comment IV

The Fire Board received and reviewed the Investigation Report, Attachments and Exhibits submitted by Investigator Soldo related to the allegations and conduct of Fire Chief, Curt Mackey. The Fire Board then met over two days and engaged in over 13 hours of disciplinary hearings which included testimony from various witnesses, as well as testimony directly from Chief Mackey himself. At the end of the last hearing, and in consideration of the Investigation Report, testimony received and evidence submitted for consideration, the Fire Board voted by majority that discipline was warranted on Subfindings 1-3, Finding 4 and Finding 5 as presented in the Investigation Report. The Fire Board is now tasked with the daunting obligation to once again discuss and review the Investigation Report, testimony received and evidence submitted to determine what level of discipline is warranted based upon the conduct of Chief Mackey.

At the highest level of consideration, you will each, for yourselves, need to decide if the conduct and occurrences as you understand them are behaviors that are redeemable and can adequately be addressed with some form of discipline; or, are the conduct and occurrences here irredeemable and warrant termination? You will need to ask yourselves if you can trust Chief Mackey. Can you trust his judgement, can you trust his transparency and integrity, can you trust his leadership? You will need to decide for yourselves if you believe Chief Mackey has taken ownership of his conduct that has given rise to this disciplinary hearing process. Do you believe Chief Mackey has genuinely accepted where he has made mistakes, do you believe he is committed to change and has the capacity and / or ability to make that change?

The Fire Department, as a whole, has suffered substantially from this investigation and process. There is a long road ahead for the Department and District to regain trust and learn how to work together for the benefit of our communities. You will need to decide for yourselves if you believe Chief Mackey has the standing and capacity to lead this process. Is he the type of leader that can galvanize the members of the Fire Department, Operating Committee and Fire Board? Will he be able to publicly articulate what has occurred during this process and foster a better environment, both now and into the future?

The Operating Committee is here to support the Fire Board as you work through this process. We acknowledge that you are tasked with the serious and heavy burden of determining what form of discipline is warranted and most appropriate. Thank you for your time and dedication to this process, we look forward to closing this chapter and moving forward together in whatever direction the Board deems is most appropriate.

Addendum to Operating Committee Comment I

General Comments:

There have been communication issues between the Chief and the Board that underly each of the Findings from the Investigation. Both parties have work to do. The best path forward would be for both the Chief and the Board to proactively focus on improved two-way communication. Many of the options in the main body of the Draft Findings will support this goal.

The Board may also wish to consider at a different meeting whether ongoing professional Human Resources consulting support would benefit the Excelsior Fire District. Human Resource management continues to increase in complexity. It is likely an unrealistic expectation that a Fire Chief for a Department of the Excelsior Fire District's size can properly manage human resource demands without more expert support and guidance.

End of Memorandum



City of Deephaven, Minnesota

20225 Cottagewood Road, Deephaven, MN 55331 | www.cityofdeephaven.org | (952) 474-4755

Excelsior Fire District Employee Investigation

Thursday, November 26th, 2025

Michelle Soldo
Soldo Consulting, P.C.

Dear Ms. Soldo,

Thank you for your time and effort in providing legal investigatory services related to the areas of concern identified by the Excelsior Fire District Board. This letter is intended to outline a series of events that led to our engagement with your services and highlight specific areas of concern identified by the Board as they relate to recent events and serve as the basis for this investigation.

The Excelsior Fire District Board has authorized the Operating Committee to engage your services in the investigation of the conduct of Fire Chief Mackey. This investigation is preliminarily recommended to be limited to the issues of alleged Dual Service Compensation and participation in the PERA and Fire Relief Pension Programs; [REDACTED]

[REDACTED]; untruthful or dishonest communication with the Fire Board and unauthorized purchases in violation of Fire Department Policy; and harassing and / or discriminating statements and comments made on the basis of religion, ethnicity or race.

HISTORY

The Excelsior Fire Department is an entity established by a Joint Powers Agreement between the cities of Deephaven, Excelsior, Tonka Bay, Greenwood and Shorewood.¹ The Fire Department is led by Chief Curt Mackey, a relatively recent hire, serving in his capacity as Fire Chief for less than five years. The Fire Department currently suffers from some level of internal conflict and polarization that has magnified its operational and organizational challenges. Over time, these challenges have risen to the level of the Fire Board which has resulted in a certain level of mistrust and concern by some members of the board as it relates to the leadership and operation of the Fire Department.

On July 23, 2025, Tonka Bay Mayor, Adam Jennings, appeared at the Fire Board Meeting to address his concern regarding the dramatic increases in department operating expenses, but

also to ask the Fire Board for an explanation or clarification of some specific operational issues that had come to his attention.ⁱⁱ Mayor Jennings read a prepared statement into the meeting record during the communications portion of the meeting noting his concern about the alleged dual compensation of the Fire Chief and other exempt employees being paid both a salary and hourly wage during their work for the Fire Department, their participation in both the PERA and Fire Relief retirement plan systems, and raised concerns over information Mayor Jennings felt was dishonest as presented by the Fire Chief to the Fire regarding a recent purchase of a fire truck.ⁱⁱⁱ

Later in this same meeting and partially related to the circulating concerns surrounding the Fire Chief and Fire Department operations, the Fire Board unanimously approved authorizing a "360 Performance Review" of the Fire Chief. Pursuant to the Board's direction, the Operating Committee engaged Dr. Lisa Sorensen of Sorensen Consulting to conduct the Fire Chief Performance Review. This review was returned on or about October 24th and presented to the Fire Board in Closed Session pursuant to Minn. Stat. §13D.05, Subd. 3(a) at Tuesday, October 28, 2025, Fire Board Meeting.^{iv} While in closed session, Members of the Fire Board discussed the Fire Chief's review and renewed the discussion and consideration of some of the allegations raised by Mayor Jennings regarding the Fire Chief and Fire Department operations. Noting concern over the allegations and results identified in the Chief's Performance Review, the Fire Board authorized the Operating Committee to interview investigators and bring a recommendation back to the Fire Board for review at the November 19, 2025, Fire Board Meeting.^v The Fire Chief Performance Review was also continued for additional discussion at the November 19, 2025, Board Meeting.

The Fire Board met on November 19, 2025 and re-entered closed session to complete the Fire Chief Performance Review. Upon completion of the review process, the Fire Board again entered into Closed Session, this time pursuant to Minn. Stat. §13D.05, Subd. 2(b), for preliminary consideration of allegations or charges against an individual subject to the Board's authority.^{vi} During Closed Session, the Fire Board reviewed the various allegations and charges levied against Fire Chief Mackey identified in the performance review, and also in consideration of the allegations raised by Mayor Jennings. Through this discussion and review, the Fire Board recommended engaging an investigator to explore a limited scope of the charges and allegations to be restricted to the following:

- 1) The allegation of unlawful or unsupported Dual Service Compensation and participation in PERA and Fire Relief Pension Programs;
- 2) 
- 3) The alleged dishonest communication with the Fire Board regarding the purchase and modifications made to a fire truck from the MacQueen Dealership; and

- 4) Various allegations of harassment made by Firefighters through secondary sources related to religious, ethic and / or race-based statements made by the Fire Chief.

After discussion and review, the Fire Board exited Closed Session and voted to engage Investigator Michelle Soldo, Soldo Consulting, to review and prepare findings of fact related to the authorized investigation into the allegations or charges against the individual subject to the Board's authority (Fire Chief Mackey).

ALLEGED UNLAWFUL OR UNSUPPORTED DUAL SERVICE COMPENSATION AND PARTICIPATION IN PERA AND FIRE RELIEF PENSION PROGRAMS

As provided above, it has been alleged that the Fire Chief and other exempt employees have been engaging in dual service compensation based upon their service with the Fire Department. Specifically, as it relates to Chief Mackey, it is alleged that in addition to his salary as an exempt employee, he has also authorized his own compensation on an hourly basis for his service on Duty Crew shifts. This compensation has also resulted in the Fire Chief qualifying for both PERA and Fire Relief Pension retirement benefits. The Operating Committee believes this dual compensation is easily established through paystubs and the Excelsior Fire Department payroll system. It is not known on what authority the determination of dual service and retirement plan eligibility was authorized or otherwise approved. The question and concern posed is whether or not this compensation and retirement plan benefit are fraudulent or otherwise unlawful, are in violation of any existing Fire Department Policy or Guideline, or otherwise evidence misconduct or dishonestly by the Fire Chief.^{vii}

The Operating Committee did submit this question in different forms to Fire Board Attorney, Joshua Dorothy, of Gregerson, Rosow, Johnson & Nilan, LTD. Attorney Dorothy issued letters dated August 20, 2025, and October 29, 2025, that provide an overview of the law regarding this matter but stopped short of any findings or conclusions.^{viii} Additionally, the scope of the letter and inquiry do not appear to be dispositive of this matter and are being interpreted as vague when applied to the specific facts of this situation.



THE ALLEGED DISHONEST COMMUNICATION WITH THE FIRE BOARD REGARDING THE PURCHASE AND MODIFICATIONS MADE TO A FIRE TRUCK FROM THE MACQUEEN DEALERSHIP

As provided above, it has been alleged that Chief Mackey was dishonest with the board regarding the approval of additional improvements and expense made to Engine 11 in the amount of \$21,000 by MacQueen Group. Chief Mackey addressed the Fire Board at the April 23, 2025 Meeting with an update on the status and availability of Engine 11 that was being completed at the MacQueen Group.^x Chief Mackey was asked about the cost overruns for the project, to which he responded that the Fire Board had previously approved the change orders that increased the cost of the engine. Mayor Jennings of Tonka Bay contacted MacQueen and received email communications attached hereto that suggest, contrary to

the Fire Chief's statement and recollection, that he had approved the changes and additional costs for the upgraded work on Engine 11.^{xi} Additionally, there does not appear to be any indication this matter was presented to the Fire Board for consideration or approval.

The question and concern posed is whether or not the Fire Chief was honest in his statement that he had presented this information to the Fire Board, whether he approved the upgrades and additional improvements to Engine 11 without Board approval, and whether or not these constitute a violation of any existing Fire Department Policy or Guideline, or otherwise evidence misconduct or dishonestly by the Fire Chief.

VARIOUS ALLEGATIONS OF HARASSMENT MADE BY FIREFIGHTERS THROUGH SECONDARY SOURCES RELATED TO RELIGIOUS, ETHNIC AND / OR RACE-BASED STATEMENTS MADE BY THE FIRE CHIEF

It was identified in the Fire Chief Performance Review that members of the Fire Department felt harassed and noted instances of being subjected to derogatory or negative comments related to their race, ethnicity or religious beliefs.^{xii}

The question and concern posed is whether or not the Fire Chief Mackey is making racially, ethnically, gender-based or religious-based statements in violation of any existing Fire Department Policy or Guideline, or otherwise evidence misconduct by the Fire Chief.

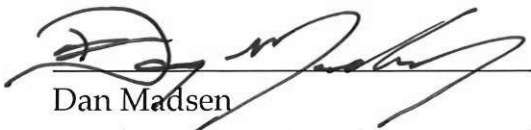


CONCLUSION

The information presented above is offered in an effort to provide a starting point for the investigation. The Fire Board understands that there may well be additional issues and topics that arise during the course of this investigation that may warrant further inquiry and exploration. The Fire Board has limited the requested scope as provided herein as a starting point, but any recommendations for expanded scope or other topics to be explored can be reviewed and approved as we move forward. Additionally, the Board has set a preliminary budget of \$10,000 on the investigation. They have not been through a process like this and were unsure of the overall cost or potential associated expense. I would ask that you factor the cost of the final report / findings of fact that would be submitted for the Board's review, and let me know when we start to get close to that \$10,000 expense. The Board did indicate they would approve a greater budget, they just want to have some type of control or context on what the financial impact of this investigation will be on the Fire District.

Thank you, once again, for your time and effort involved with this investigation. We look forward to receiving a final report that will provide clarity here, and we are happy to answer any additional questions you may have. Please send any follow-up questions you may have, we will be happy to provide additional research, documents or contact information upon your request.

Sincerely,



Dan Madsen
Excelsior Fire District Operating Committee Chair
City Administrator, Special Counsel
Cities of Woodland and Deephaven
20225 Cottagewood Road
Deephaven, Minnesota 55331
Office: (952) 358-9937
Cell: (952) 454-3111

**EXCELSIOR FIRE DISTRICT
JOINT POWERS AGREEMENT
*Including 1st, 2nd, 3rd Amendments
Up to date as of November 16, 2011***

THIS AGREEMENT, made and entered into this 16th day of November, 2011, by and between the Cities of Deephaven, Excelsior, Greenwood, Shorewood, and Tonka Bay, all of which are municipal corporations of the State of Minnesota (collectively, the "Member Cities").

WHEREAS, the parties hereto are authorized by law to provide fire protection and medical response services to their residents; and

WHEREAS, the parties hereto have determined that such power may be best exercised jointly by creation of the Excelsior Fire District to carry out such purposes; and

WHEREAS, the parties hereto desire to enter into a joint powers agreement for the purpose of creating and implementing said District including its operation, ownership of equipment and facilities, and funding; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units by agreement of their governing bodies jointly and/or cooperatively to exercise any power common to the contracting parties and to provide for a joint board representing the parties to the agreement; and

WHEREAS, all previous agreements, amendments or parts thereof in force at the time of execution of the Excelsior Fire District Joint Powers Agreement will be repealed and replaced; and

WHEREAS, each signatory to this Agreement hereby agrees to repeal any ordinance in effect in its city that is in conflict with this Agreement, and to amend any existing ordinance or adopt a new ordinance in order to create the Excelsior Fire District;

NOW THEREFORE, the parties to this Agreement mutually agree as follows:

Section 1 General Purpose and Intent

1.1 **General Purpose.** It is the general purpose of this Agreement:

- a) To provide fire protection services including, but not limited to, fire prevention, fire fighting, and rescue and medical response to one community comprised of the Member Cities; and
- b) To establish a joint powers governance structure to deliver the services described above consistent with the provisions of this Agreement and Minn. Stat. 471.59.

1.2 **General Intent.** It is the general intent of the parties to this Agreement to declare the cities commitment to establish, through special legislation or other means, a special unit of government to provide fire protection and medical response services to the Excelsior Fire District and to provide the basis for a smooth transition to that special unit of government.

Section 2 Organization

2.1 **Establishment.** There is hereby established by the execution of this Agreement the "Excelsior Fire District" (hereinafter referred to as the "District") to be managed and operated pursuant to the terms of this Agreement.

2.2 **Governance.** The governing body of the District shall be the "Excelsior Fire District Board" (hereinafter referred to as the "Board"). The Board shall consist of the following members:

- a) **Voting Members:** Voting Members shall include one (1) elected official of the city council of each Member City. No employee of the District or any police department serving any of the Member Cities may serve on the Board as a Voting Member.

If any Member City/Cities are hereafter consolidated into a new municipal corporation, the corporation will have one (1) Voting Member representative.

- b) **Ex-Officio (non-voting) Members:** The chief administrative officer (city manager, administrator, or clerk) of each Member City shall serve on the Board as a non-voting Ex-Officio Member.
- c) **Alternate Members:** The city council of each Member City shall name one (1) elected official of its city council to serve as an Alternate Member in case of absence of the Voting or Ex-Officio Member. The Alternate Member shall have the authority to vote in place of (but not in addition to) the Voting Member. The Alternate Member shall not participate as a Board Member except in the absence of the council member or the Ex-Officio Member.
- d) **Board Procedures:** The Board shall elect from among its Voting Members, a Chair and a Vice-Chair. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer at any meetings not attended by the Chair. The Board shall have authority to adopt by-laws establishing its own procedures.

2.3 **Compensation.** Board members shall serve without compensation from the District, but nothing herein shall be construed to prevent a Member City from compensating its members for service on the Board to the extent such compensation is otherwise authorized by law.

2.4 **Board Quorum.** Four of the Voting Members present shall constitute a quorum for the purposes of all Board meetings, with the exception of Special Quorum Meetings, at which three Voting Members shall constitute a quorum.

2.5 **Meetings.** The Board shall hold regular meetings at least once each calendar quarter. The Board may also, from time to time, hold special meetings and emergency meetings.

At any Board meeting attended by only three Voting Members, the three Voting Members in attendance may, by unanimous vote of all three Voting Members in attendance, call for a Special Quorum Meeting. A Special Quorum Meeting shall be achieved by the attendance of three Voting Members.

All meetings of the Board are governed by the Minnesota Open Meeting Law, Minnesota Statutes Section 471.705. Notice of a Special Quorum Meeting shall be provided in compliance with the special meeting requirements of the Open Meeting Law and provided to each of the Member Cities.

2.6 **Voting.** Each Voting Member shall have an equal vote. Unless otherwise specified herein, the Board may take action on any issue by majority vote of all Voting Members. Voting by proxy is not allowed.

2.7 **Operating Committee.** The Ex-Officio Members shall comprise the Operating Committee. The Operating Committee shall meet with the Fire Chief/District Administrator on a monthly basis and report to the Board at each regular meeting.

The Operating Committee shall have the authority to approve budgeted expenditures during monthly meetings. Non-budgeted expenditures must be approved by the Board. A list of bills shall be provided to each member of the Operating Committee on a monthly basis.

2.8 **District Office.** The address of the District shall be 24100 Smithtown Road, Shorewood, Minnesota 55331. (This address may be changed by the Board.)

2.9 **Fiscal Agent.** The City of Excelsior shall act as the initial fiscal agent for the District. The fiscal agent shall be compensated by the District at a rate mutually agreed upon by the fiscal agent and the Board. The Board may change the fiscal agent as it deems necessary from time to time. The District shall indemnify and hold the fiscal agent harmless from any claims, causes of action, or liability arising out of actions it takes in performing duties under this section except for claims, causes of action or liability arising out of the negligent or intentional acts of the fiscal agent in performing its duties under this paragraph.

2.10 **Default.** No Board member shall be eligible to vote on behalf of the Member City he or she represents during such time as that Member City is in Default of the terms or provisions of this Agreement. During the time that a Member City is in Default, that Member City's seat on the Board shall not be counted for purposes of calculating a quorum or a prevailing vote. For the

purposes of this Agreement, "Default" shall mean any breach of the terms of this Agreement or failure to comply with any of the provisions herein. A Member City shall not be considered in Default until it has been notified in writing by the District and has had twenty (20) business days from the date it received the notice to cure its Default. A Member City shall thereafter remain in Default until it has cured the Default.

Section 3 General Powers of the Board

3.1 **Powers.** The Board shall have and is hereby given all powers, duties and functions enumerated in this Agreement and provided by law, and all such further powers necessary to carry out the intent and purpose of the District with respect to acquisition of property and operation of the District heretofore set forth, including but not limited to the following:

- a) To employ and determine the terms of employment of fire protection, administrative, and other personnel, accountants, engineers, legal counsel, and other qualified personnel, except as provided in this Agreement.
- b) To cause reports, plans, studies, and recommendations to be prepared.
- c) To purchase capital equipment and land, and to cause the construction of buildings to implement the purposes of the District.
- d) To lease or purchase equipment (including capital equipment) and supplies necessary for the proper operation, care, maintenance, and preservation of District facilities and equipment.
- e) To adopt District bylaws, rules and regulations for the operation, maintenance and use of District fire protection services, equipment, and facilities.
- f) To enter into mutual aid agreements with other organizations with similar purposes.
- g) To dispose of capital equipment and land consistent with the terms of this Agreement.
- h) To sell or lease any of its equipment (including capital equipment) as may be deemed expedient.
- i) To establish a yearly operating budget for District services and a capital improvement program/finance plan (including an equipment replacement schedule) of not less than ten years' duration, which shall require approval consistent with the terms of this Agreement.
- j) To act as agent for receipt, custody, and disbursement of funds, gifts, or other funds paid or given by the Member Cities on behalf of or for the use of the District.

- k) As may be authorized by State law, to act as paying agent for any bonds, contract of indebtedness, and loans made in the names of the Member Cities for the benefit of the District, and act as a custodian of sinking funds created for or required by such indebtedness.
- l) To cause an annual independent audit to be made of all its accounts, books, vouchers, and funds.
- m) To promulgate, establish, and adopt suitable bylaws governing operations of the Board.
- n) To continue a Firefighters' Relief Association for the benefit of members of the District and to make such contribution to the fund of the Firefighters' Relief Association as the Board deems appropriate.
- o) To contract to provide fire protection and medical response services.

3.2 **Disbursements.** Except as otherwise provided, all unanticipated disbursements of the District shall be approved by the Board and co-signed by two officials designated by the Board.

Section 4 Fire Equipment, Land, Buildings, and Funds

4.1 **Disposition of Equipment to the Excelsior Fire District.** Effective January 1, 2001, all equipment and personal property of the City of Excelsior Fire Department used to provide fire protection services included on the attached Schedule A (the "Leased Equipment") shall be leased to the District pursuant to the terms of an Equipment Lease agreement (the "Equipment Lease Agreement"), for One Dollar (\$1.00), for a term ending upon the dissolution of the District (which would include the creation of a Fire Services Taxing District) or the expiration of a term of five (5) years. In the event that the District is dissolved before the expiration of the five-year lease term, the Equipment Lease Agreement shall be voided, and the Leased Equipment returned to the City of Excelsior. In the event that the District is not dissolved during the five-year lease term, title to the Leased Equipment shall be transferred to the District. All expenses relating to the maintenance and repair of the Leased Equipment and incurred during the lease term and thereafter shall be an operating expense of the District.

The District shall have the right to sell the Leased Equipment pursuant to the terms of the Equipment Lease Agreement. The District shall fully document each such sale and retain all records relating to such sale.

4.2 **Reimbursement to City of Excelsior Upon Dissolution.** In the event of the dissolution of the District at any time during the first five years of District operation (which five-year period shall begin on January 1, 2001), the City of Excelsior shall receive from the District:

- One hundred percent (100%) of the value listed on Schedule A for any Leased Equipment sold during calendar year 2001;
- Eighty percent (80%) of the value listed on Schedule A for any Leased Equipment sold during calendar year 2002;
- Sixty percent (60%) of the value listed on Schedule A for any Leased Equipment sold during calendar year 2003;
- Forty percent (40%) of the value listed on Schedule A for any Leased Equipment sold during calendar year 2004; and
- Twenty percent (20%) of the value listed on Schedule A for any Leased Equipment sold during calendar year 2005.

Any sum distributed to the City of Excelsior pursuant to this Section shall be in addition to any distribution owed to the City of Excelsior pursuant to Section 12 of this Agreement.

Section 4.2 shall not apply in the event that the District is dissolved for the sole purpose of the establishment by the Member Cities of a Fire Services Taxing District.

4.3 Existing Land and Building. The Fire Station used by the Excelsior Fire Department prior to this Agreement shall, beginning on January 1, 2001, become the initial Fire Station for the District. Ownership of the existing building and land for the Fire Station will remain with the City of Excelsior. The District shall pay the City of Excelsior a fair market rent for the space used for the Fire Station pursuant to a lease through at least June 30, 2003 unless the District is dissolved prior to that time in which case any obligations to pay rent or provide space shall cease. This rent shall be included in the budget of the District, and all Member Cities will contribute to it in their funding allocations. Any and all leasehold improvements to the existing building and land for the Fire Station shall remain the property of the City of Excelsior, and no compensation shall be paid to the District for such leasehold improvements when and if the District vacates the existing Fire Station.

In the event that District and the City of Excelsior cannot agree on the fair market rent for the space used for the Fire Station, either the City or the District may initiate an appraisal process by submitting written notice to the other party. Within thirty (30) days after the notice of the appraisal process has been issued, the City and the District shall appoint appraisers who shall, in turn, select a third appraiser to determine the fair market rent for the space used for the Fire Station. The appraisers selected by the City and the District shall produce reports with whatever supporting documentation they each see fit to provide and submit said appraisal reports to the third appraiser within sixty (60) days after the notice of the appraisal process has been issued. The third appraiser shall review the reports provided by the appraisers for the City and the

District and, if he or she determines it to be necessary, additional information relevant to determining the fair market rent for the space to be used for the Fire Station. The third appraiser shall issue his or her decision within thirty (30) days after receiving the reports of the City's and District's appraisers. The third appraiser's decision shall be final and binding on both the District and the City. The District and the City shall be responsible for the cost of the appraisers they appoint and shall equally divide the cost of the third appraiser.

4.4 **Transfer of Excelsior Fire Department Funds.** The funds remaining in the City of Excelsior Fire Department Funds (specifically, fund numbers 230-31, 233-35, and 240) on December 31, 2000 shall be transferred to the District on January 1 2001.

4.5 **New Land and Building(s).** For any expansion that may occur at the existing fire station site, the land shall be under the ownership of the City of Excelsior. All new buildings and lands may be owned and, to the extent permitted by law, financed by the District. The District may lease buildings and lands, including those that may be owned by any of the Member Cities.

4.6 **Purchase of Equipment.** Purchase of equipment by the District must be done in accordance with a capital equipment plan, which must include all physical items whose costs are anticipated to exceed \$10,000, approved by the Board. To the extent allowed by law, the District may use debt instruments to make such purchases.

4.7 **Use of Equipment Outside District Boundaries.** All equipment controlled by the District shall be used when needed within the boundaries of the District for the benefit of Member Cities. It should not be used outside the District, except as follows:

- a) In areas outside the District, where fire emergencies may endanger life or property within the District.
- b) When use is covered by contracts duly entered into by the District for fire protection or other services outside the District.
- c) When necessary to fulfill mutual aid agreements duly entered into by the Board.
- d) In case of major emergency or disaster, when authorized by the Fire Chief/District Administrator, or in his/her absence, the officer in charge. Such use shall be reported as soon as possible to the Fire Chief/District Administrator.
- e) When specifically authorized by the Board.

Section 5 Personnel and Administration

5.1 **Fire Chief/District Administrator.** The Fire Chief/District Administrator shall be responsible to the Board for the efficient and economical operation of the District; the hiring, termination, supervision, discipline and the direction of the District personnel; the establishment of rules of conduct for those personnel; and carrying out the policies and procedures adopted by the Board. The Fire Chief/District Administrator is appointed by the Board and serves at the pleasure of the Board. The Fire Chief/District Administrator is a full time employee of the District and may enter into an employment contract with the Board.

The Fire Chief/District Administrator shall be chosen by the Board solely on the basis of training, experience, administrative, and other qualification. The Fire Chief/District Administrator shall be appointed for an indefinite period of time and may be removed by the Board at any time. The Fire Chief/District Administrator need not be a "member" of the Excelsior Fire District. Should the Board determine that there should exist separate Fire Chief and District Administrator positions, only the District Administrator shall be the full-time paid position.

If the District has not selected a Fire Chief/District Administrator, the individual serving as Fire Chief of the Excelsior Fire Department on December 31, 2000 shall serve as the District's Interim Fire Chief until such time as the Board selects a Fire Chief/District Administrator.

5.2 **Fire Marshal.** The District may have a position of Fire Marshal, who shall be appointed by the Fire Chief/District Administrator solely on the basis of training, experience, and administrative, and other qualifications. The Fire Marshal's responsibilities will be to enforce the *Minnesota State Fire Code* and perform other duties that may be assigned by the Fire Chief/District Administrator. The Fire Marshal need not be a "member" of the Excelsior Fire District. Fire Marshal responsibilities may be performed by a contractor who is not an employee of the District; however, the Fire Marshal under the employ of the City of Excelsior on December 31, 2000 shall automatically be appointed as the District's first Fire Marshal with continuation of his/her status as a regular employee including continuation of salary, benefits, accrued leave, and other customary issues of employment. The first Fire Marshal and all subsequent persons filling that position shall serve at the pleasure of the Fire Chief/District Administrator.

5.3 **District Positions.** The Board may, from time to time, establish, eliminate or reconstitute other employee positions as it deems to be appropriate.

5.4 **Training.** The District shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government.

5.5 **Employees.** On January 1, 2001, the personnel of the Excelsior Fire Department become employees of the District. If it has not done so prior to January 1, 2001, the District must promptly thereafter adopt rules and regulations governing the operation, management, departmental structure, personnel administration and other similar matters related to the District

and its personnel and operation. Until such rules and regulations have been adopted, the rules, regulations and ordinances of Member City where the personnel were previously employed apply to the personnel of the District.

The District shall hold Member Cities harmless and shall defend and indemnify the Member Cities for any claims, suits, demands or causes of action for any damages or injuries asserted against Member Cities based on allegations of wrongful, tortious or illegal conduct on the part of the personnel of the Excelsior Fire Department or the District.

5.6 **Compensation of Employees.** The compensation of the employees of the District shall be set by the Board.

5.7 **Membership in Firefighters' Relief Association.** Paid on-call employees of the District shall be eligible for membership in the Excelsior Firefighters' Relief Association. Other employees are members of the appropriate public employees' retirement fund, if eligible.

5.7.1 **Continuation of Prior Policies, Plans, and Procedures.** All Excelsior Fire Department policies, plans, procedure, and by-laws not superseded by this Agreement, in place on January 1, 2002, shall remain in effect until changed by the Board. The terms and provisions of this Agreement shall supersede any conflicting Excelsior Fire Department policies, plans, procedures, and by-laws in place at the time of the effective date of this Agreement.

Section 6 Uniform Fire Codes

6.1 **Adoption of Minnesota State Fire Code.** All Member Cities agree to adopt the most current *Minnesota State Fire Code* including *Minnesota State Building Code, Chapter 1306* and authorize the District to enforce said *Minnesota State Fire Code* in their cities within ninety (90) days of execution of this Agreement. Any city not so adopting shall be considered in default of this Agreement as defined in Section 2.10 unless said City agrees to indemnify and hold all other cities and the District harmless with regard to any possible circumstance or consequence. All Member Cities further agree that they will approve amendments to their City Codes of Ordinances adopting any updates or revisions to the *Minnesota State Fire Code* within sixty (60) days of receiving notice from the District that the *Minnesota State Fire Code* has been amended.

Section 7 Funding

7.1 **Member Contributions.** Each city shall contribute an allocated share ("Member Contribution") of the total operating budget (capital and operating expenses) to the District as established by the Board. The share allocated to each Member City shall be based upon that Member City's percentage of the:

1. total tax capacity for the District as of June 30 of the prior year;
2. assessor's estimated market value for property within the District as of June 30 the prior year;

3. population of the District based upon the most recent Metropolitan Council estimates of population within each Member City as of June 30 of the prior year;
4. total number of tax parcels within the District as of June 30 of the prior year; and
5. total number of calls made by the District over the previous three (3) calendar years prior to the immediately preceding year except that the calls made to 225 Mill Street in Excelsior don not count for purposed of this formula.

Initially, the allocations shall be made by adding each of the percentage identified above and dividing by five. Over time, the allocations will transition to a purely tax capacity based formula on the following schedule:

	<u>Tax Capacity Weight in Formula</u>	<u>Other 4 Factors* Weight in Formula</u>
2001	20%	80%
2002	20%	80%
2003	30%	70%
2004	40%	60%
2005	50%	50%
2006	60%	40%
2007	70%	30%
2008	80%	20%
2009	90%	10%
2010	100%	0%

*Each of the four factors would be equally weighted within their collective percentage of the formula.

An illustration of the manner in which the formula will be applied is attached as Schedule B.

7.2 Quarterly Payment. The District shall bill each of the Member Cities on a quarterly basis at least thirty (30) days before payments are due. Beginning January 1, 2008, Member Cities shall forward their contributions to the District on a quarterly basis, with such contributions being due and payable no later than:

First Quarter:	<i>January 15</i>
Second Quarter:	<i>April 15</i>
Third Quarter:	<i>July 15</i>
Fourth Quarter:	<i>October 15</i>

In the event that a Member City fails to pay any contribution required hereunder on the date due, such Member City agrees to pay a late charge of one-half percent (0.5%) of the delinquent amount to defray the costs of the District incident to collecting such late payment. Member Cities further agree to pay additional penalties of one-half percent (0.5%) per day after Default until payment is made. This provision shall not be deemed to excuse a late payment or be deemed a waiver of any other rights the District may have.

Section 8 Budget

8.1 **Approval of Capital Improvement Program/Finance Plan.** After approval of the District's annual Operating Budget covering the calendar year 2001, the Member City councils shall approve a Capital Improvement Program/Finance Plan by an affirmative vote of a two-thirds majority of the Member City councils. Any proposed amendment to the Capital Improvement Program/Finance Plan shall be approved by an affirmative vote of two-thirds majority of the Member City councils no later than ~~July 15~~ **September 15**. The vote on the Capital Improvement Program/Financial Plan or any amendment thereto shall be binding upon all Member Cities.

8.2 **Approval of District Operating Budget.** The annual District Operating Budget, which shall include any outlay necessitated by the Capital Improvement Program/Financial Plan, must be approved by an affirmative vote of the majority of Member City councils. The vote on the annual District Operating Budget shall be binding upon all Member Cities.

8.3 **Budget Process and Schedule.** The annual District Operating Budget shall consist of the entire cost of operation of the District including the costs incurred by the District in financing the special fund of the Firefighters' Relief Association, which shall be determined pursuant to the provisions of Minnesota Statute Section 69.774. ~~Except for the annual District Operating Budget for the calendar year 2001, the District shall submit a proposed budget to the Member Cities through their Operating Committee members by June 15~~ **August 10**. The Member City councils shall vote on the proposed budget by ~~September 1~~ **September 15**. ~~For the annual District Operating Budget for the calendar year 2001, the District shall submit a proposed budget to the Member Cities through their Operating Committee members by August 1, 2000. The Member City councils shall vote on the calendar year 2001 proposed budget by September 1, 2000.~~

8.4 **Base Budget.** If the Member Cities are unable to agree on the proposed budget, the amount of the previous year's budget will be increased by the lesser of the following:

- a.) The increase in the July Minneapolis/St. Paul Consumer Price Index for All Urban Consumers (CPI-U) over the previous twelve month period; or
- b.) The percentage increase in the most restrictive statutory levy limit applicable to the budget year placed on any of the Member Cities over the levy limit for that Member City for the prior year.
- c.) In the event that (a) or (b) decreases, the operating budget shall remain the same.

If the Member Cities are unable to agree on the proposed budget for the calendar year 2001, the Excelsior Fire Department budget for calendar year 2000 shall be increased by the lesser of the items a.) – c.), above.

8.5 **Budget Reports.** Beginning January 1, 2001, the District agrees to submit to each of the Member Cities through its Operating Committee member a quarterly budget report. Furthermore, the District agrees to submit to each of the Member Cities through their Operating Committee members a copy of the District's annual financial report no later than June 15 of each year.

Section 9 Dispute Resolution

9.1 **Dispute Resolution Process.** Except as provided in section 4.3, when any Member City believes that there is a misrepresentation or a violation of the specific terms and conditions of this Agreement, that Member City may initiate the dispute resolution process by submitting to the District and each Member City a written statement outlining the dispute or disagreement. This written statement of dispute shall be forwarded by the complaining Member City to the Board at the Board's next scheduled meeting. The Board will then have a three (3) month period to resolve the dispute as to interpretation of application of the terms of this Agreement. If the dispute is not resolved within the three (3) month period, the dispute shall be forwarded by the Board to an appropriate mediation service.

The Board may independently call for dispute resolution of any issue, by majority vote of its Voting Members.

9.2 **Judicial Relief.** If the aggrieved Member City and the Board cannot mutually agree to a resolution through the mediation process as described in Section 9.1 within ninety (90) days after the initiation of the mediation process, either the aggrieved Member City or the Board may submit the issue to arbitration pursuant to the Uniform Arbitration Act.

Section 10 Withdrawal

10.1 **Notice.** Notice of intent to withdraw from participation in the District may be given only in March of odd-numbered years, with a minimum of 33 months' notice of intent to withdraw.

10.2 **Continuing Obligations After Withdrawal.** The withdrawing Member City shall pay an amount equal to 500% of the amount allocated to it during the year of its notice of intent to withdraw. The withdrawing Member City may make this payment during the five years succeeding its leaving the District, but in no year shall the amount paid be less than one-fifth of the 500% amount.

10.3 **Vesting.** Any party withdrawing from the Agreement shall have no vested rights or ownership in any of the property or assets of the District.

10.4 **Not Applicable if Dissolved.** This Section shall not apply if the District has been dissolved pursuant to Section 11 of this Agreement.

Section 11 Duration and Dissolution of District

11.1 **Duration.** Unless dissolved pursuant to this Agreement, the duration of the District shall be perpetual.

11.2 **Dissolution.** The District shall be dissolved upon the affirmative vote of a two-thirds majority of the Member City councils. Dissolution shall occur at the end of the second full calendar year after the date of the agreement to dissolve, unless this joint powers entity is reestablished as a special unit of government.

Dissolution shall also occur if:

- (1) the District does not adopt and the Member City councils do not approve a Capital Improvement Program/Finance Plan by July 1, 2003, that includes funding for construction of a new station(s) and/or the renovation of the existing fire station; the location(s) of a new fire station(s) for which shall be determined based upon among other things, improving the existing fire response times to Member Cities; and the plan and budget for the station(s) has been determined by the Board and recommended to the Member City councils as what is necessary to provide the best service for the District based upon a disinterested, professional feasibility study; or
- (2) said renovation or construction does not begin by June 30, 2004.

Dissolution under the terms in (1) above shall occur on December 31, 2003. Dissolution under the terms in (2) above shall occur on December 31, 2004.

Section 12 Distribution of Assets Upon Dissolution

12.1 Upon dissolution, the assets of the District shall be liquidated according to State Law. All cash from the liquidation of assets shall be distributed to the vested Member Cities based upon their share in the funding allocation in effect on the date of the agreement to dissolve except as provided in Section 4 of this Agreement.

Section 13 Counterparts

13.1 This Agreement may be executed in several counterparts and all so executed shall constitute one and the same agreement and instrument, binding on all of the parties hereto.

Section 14 Additional Members

14.1 **Process.** A municipality shall be added to the District only upon receiving the approval of each existing Member City.

14.2 **Equipment.** Municipalities added to this agreement shall not be compensated for equipment donated to the District.

14.3 **Budget.** The budget as established in Section 8 of this Agreement may be adjusted to reflect the addition of member(s) to the District should such member(s) be added.

14.4 **Vesting.** A new member must be party to this Agreement ten (10) years in order to have a vested interest in the assets of the District for the purposes of Section 12.1.

14.5 **Adjustment of Membership.** If any Member City/Cities consolidate with another Member City/Cities (i.e. merge to form a single new municipal corporation) the consolidated municipal corporation shall automatically become a single Member City party to this Agreement.

Section 15 Amendment of Agreement

15.1 **Required Approval.** This Agreement may be amended by identical resolutions adopted by the city council of every Member City. Such resolutions must be filed together with the Board.

15.2 **Submittal/Consideration/Action Process.** The Board or any Member City may propose amendments to this Agreement. Such amendments shall be in the form of a Board or city council resolution, and shall clearly identify the proposed amendment and the reason(s) for the amendment.

Any such proposed amendment shall be presented to the Board. The Board shall review the proposed amendment and issue a report on it to the Member Cities within ninety (90) days of proposal of the amendment. Member Cities shall have ninety (90) days after the Board issues its report in which to adopt city council resolutions as identified in Section 15.1.

Section 16 Allocation of Resources

The parties to this Agreement recognize the possibility that occasions will arise on which demand for the services outlined in the Agreement will exceed the resources available for provision of such services. In such circumstances, District officials use their best judgement to prioritize the delivery of services. The parties hereby agree that District shall have complete and definitive discretion in prioritizing the delivery of services pursuant to this Agreement.

Section 17 Effective Date

Except as otherwise provided herein, this Agreement is effective on September 1, 2000 provided that executed copies of this Agreement, accompanied by a resolution of the city council

of each Member City authorizing approval of this Agreement, are filed with the city clerk of the City of Excelsior.

Section 18 Notices

Any notice to the District required or permitted to be given under this Agreement shall be given in writing, and shall be sent by certified mail to the registered address of the District. Notice to each Member City shall be given in writing via U.S. Mail or fax to the address of the Voting Member and the City Clerk for that City.

Section 19 Choice of Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of Minnesota.

Section 20 Headings and Captions

The headings and captions of this paragraphs and Sections of this Agreement are included for convenience or reference only and shall not constitute a part thereof.

Section 21 Entire Agreement

This Agreement contains the entire understanding between the Member Cities and the District concerning the subject matter hereof, and the provisions applicable thereto cannot be amended, altered, enlarged, supplemented, abridged, modified, extended, or waived except if done in accordance with the provisions of Section 15 of this Agreement.

Section 22 Limitation of Liability – District

22.1 Each Member City shall hold the District harmless and will defend and indemnify the District for any claims, suits, demands or causes of action for any damages or injuries based on allegations or negligence or omissions by employees, officers, or agents of that Member City. This provision does not apply to actions taken by employees, agents, or officers of Member Cities to the extent that they are acting as Board Members (Voting, Alternate, or ex officio) of the District.

22.2 The District shall hold its Board Members (Voting, Alternate, or officio), the Member Cities, their City Council Members, employees, and other agents harmless and will defend and indemnify the Board Members (Voting, Alternate, or officio), Member Cities, their City Council Members, employees, and agents for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by employees, officers, or

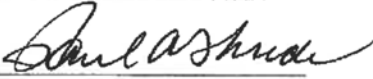
agents of the District. The District's duty to indemnify will be limited to its applicable insurance coverage.

Section 23 Limitation of Liability – Member Cities

The District shall hold the Member Cities harmless, individually and collectively, and will defend and indemnify the Member Cities for any claims, suits, demands or causes of action for any damages or injuries, arising prior to the establishment of the District, based on allegations or negligence or omissions by employees, officers, or agents of any of the Member Cities arising out of the provision of fire protection services (or the failure to provide such services) including, but not limited to, fire prevention, fire fighting, and rescue and medical response services.

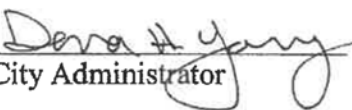
IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be executed by their duly authorized officers.

CITY OF DEEPHAVEN

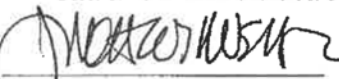
By 
Its Mayor

Date: Jan 11, 2012

ATTEST:


City Administrator

CITY OF EXCELSIOR

By 
Its Mayor

Date: Dec. 12, 2011

ATTEST:

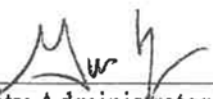

City Manager

CITY OF GREENWOOD

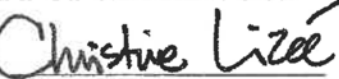
By 
Its Mayor

Date: 1/10, 2012

ATTEST:

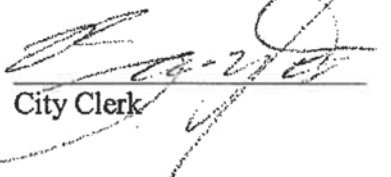

City Administrator

CITY OF SHOREWOOD

By 
Its Mayor

Date: 12/19, 2011

ATTEST:


City Clerk

CITY OF TONKA BAY

By 
Its Mayor

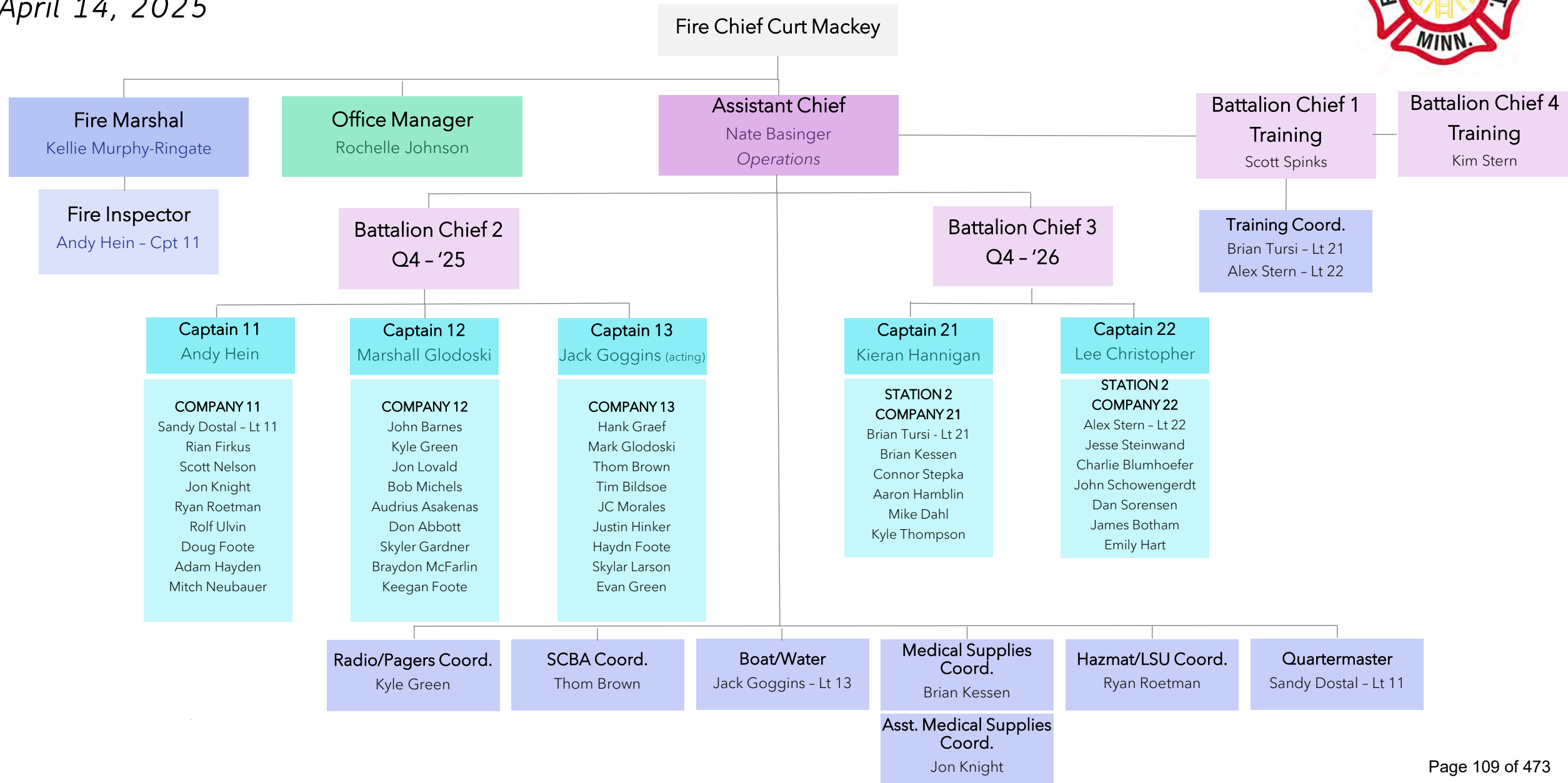
Date: 12/13/11, 2011

ATTEST:


City Clerk

EXCELSIOR FIRE DISTRICT ORGANIZATION CHART

April 14, 2025





EXCELSIOR FIRE DISTRICT

EMPLOYEE HANDBOOK

January 2025

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Section 1: Introduction

1.1 Mission Statement

The mission of the Excelsior Fire District (“EXFD”) is to minimize loss of life and property in the cities of Deephaven, Excelsior, Greenwood, Shorewood, and Tonka Bay from fires, natural disasters and other life-threatening situations and to assist other emergency agencies conducting similar activities.

The EXFD is committed to protecting and enhancing the quality of life of those who live, work and play within our community. This will be achieved by fire suppression, emergency medical services, fire prevention, community awareness, hazardous materials mitigation and disaster response. The EXFD will act in ways that will benefit the overall community. Unique needs of individual cities will be given consideration to ensure that public safety standards are consistent throughout the EXFD.

1.2 Purpose

This Handbook is provided to help employees of the EXFD become acquainted with EXFD policies and procedures. It is intended to serve as a guideline and may be amended without notice. The Handbook is not intended to cover every situation that might arise. Neither the contents of the Handbook nor any amendments constitute an employment contract. Your continued employment, and the conditions of employment, is solely within the discretion of the EXFD. Except as prohibited by law, the EXFD has the right to terminate any employee at any time for any or no reason. Similarly, EXFD employees have the right to terminate employment at anytime for any reason and no reason. This Handbook replaces and revokes all previous handbooks, operating guidelines or procedures related to the topics covered herein.

While the EXFD will make every effort to keep your Handbook current, the information and policies described in this Handbook may be changed in any way at any time at the sole discretion of the Board. Employees are responsible for complying with current EXFD policy at all times.

1.3 Scope

The Handbook applies to all employees of the EXFD. With the exception of leave and benefit policies, the majority of this Handbook applies to reserves. Reserves should discuss application of this Handbook with the Fire Chief. The Handbook does not apply to:

1. Elected officials
2. Members of the EXFD board or committees
3. Unpaid volunteers
4. EXFD attorney
5. Consultants and contractors

1.4 Provisions Superseded in Certain Cases

If any specific provisions of the Handbook conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Any policy or portion thereof, that does not conflict with a labor agreement will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in this Handbook is intended to modify or supersede any provision of the Veterans Preference Act, Minnesota Statutes §§197.455, 197.46 and 43A.11. Where this Handbook differs from state or federal law, the applicable law will be followed.

The policies contained in this Handbook are in addition to EXFD Standard Operating Procedures/Guidelines issued by the Board. Employees will be provided a copy of EXFD Standard Operating Procedures/Guidelines. Employees with questions about EXFD Standard Operating Procedures/Guidelines should consult with their supervisor or the Fire Chief.

1.5 Content

Every new employee of the EXFD is furnished a copy of this Handbook and is required to be completely familiar with its contents. As changes, additions, or deletions are made to Handbook content, each employee will be issued updated information via e-mail or mail. A current copy of the Handbook will be maintained at each fire station. It is each employee's ongoing responsibility to stay current on the Handbook content.

1.6 Definitions

Board. Board means the Fire Board for the Excelsior Fire District.

Demotion. Demotion means the movement of an employee from one job class to another within the EXFD, where the maximum salary for the new position is lower than that of the employee's former position.

Employee. An employee is an individual who has successfully completed all stages of the selection process including the probationary period. Members shall be considered employees.

Exempt employee. Exempt employees meet the definition of "exempt" under the Fair Labor Standards Act (FLSA). Exempt employees are paid to perform a job regardless of the number of hours worked. Exempt employees are compensated on a weekly basis and are not eligible for overtime pay.

Fire Chief. The EXFD Fire Chief is in charge of carrying out the vision of the Board and overseeing the day-to-day operations of the EXFD and employees.

Member: A member is a paid on-call firefighter.

Non-Exempt Employee. Non-exempt employees meet the definition of "non-exempt" under the Fair Labor Standards Act (FLSA). Work for non-exempt employees is recorded and compensated on an hourly basis. Non-exempt employees are paid time-and-one-half for overtime hours worked.

Non-regular part-time, Temporary or Seasonal (NTS) Employee. Positions in this category meet one of the following definitions:

- A position that is anticipated to last less than 1 year or has a definite end date, regardless of the number of hours scheduled. Positions funded through grants will often fall into this category.
- A part-time employee who is generally scheduled less than 20 hours per week.

- A part-time employee whose schedule is flexible and varies based on the employee's availability and EXFD needs but does not consistently equal 40 hours per week.
- A position that has been established as an internship, or as part of another specialized program.

NTS employees are not eligible for benefits unless specifically stated as part of the employment offer.

Operating Committee. The chief administrative officer of each EXFD member city shall comprise the Operating Committee. The Operating Committee meets with the Fire Chief/EXFD Administrator on a monthly basis and reports to the Board. The Operating Committee authorizes bills to be paid on behalf of the EXFD and assists in the administration of personnel issues.

Promotion. Promotion means movement of an employee from one job class to another within the EXFD, where the maximum salary for the new position is higher than that of the employee's former position.

Regular Full-time employee. A regular full-time employee is regularly scheduled for 32-40 hours per week. These positions are approved by the Board and generally continue for more than 1 year. Regular full-time employees are eligible for benefits.

Regular Part-time Employee. An employee who is regularly scheduled to work between 40 hours and 79 hours per bi-weekly period, on a continuous basis. Regular part-time employees are eligible to accrue leave benefits, holiday, floating holiday leave/pay as set forth herein. No other benefits are provided. These positions are approved by the Board and generally continue for more than 1 year.

Reserves. Reserves are retired firefighters and volunteer individuals who perform tasks for the EXFD at the direction of the Fire Chief. The EXFD Reserve Unit is more fully described by Standard Operating Procedure 3.7.2.

Supervisor. Supervisor means the person to whom an employee directly reports.

Transfer. Transfer means movement of an employee from one EXFD position to another of equivalent pay.

Section 2: Membership and Employment

2.1 Equal Employment Opportunity

The EXFD provides equal employment and membership opportunities to all employees, members, and applicants in accordance with applicable state and federal laws. The EXFD does not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, age, disability, sexual orientation, status with regard to public assistance, or membership or activity in a local human rights commission.

This policy applies to all employees and includes but is not limited to recruitment, hiring, placement, promotion, demotion, transfer, layoff, compensation, and selection for training.

It is also EXFD policy to provide equal opportunity in the use of all EXFD facilities and participation in EXFD-sponsored events.

The failure of any employee to perform in a manner consistent with this policy may result in disciplinary action. In addition, such failure may expose the employee as well as the EXFD to liability under the law.

Any employee who feels that he or she has been subjected to or has witnessed discriminatory behavior should report the incident immediately. Additional information regarding harassment can be found in the Harassment Prevention Policy located in the Appendix.

2.2 Hiring and Selection

Subject to Board approval the Fire Chief or his/her designee will manage the hiring process for all positions within the EXFD. While the hiring process may be coordinated by the Fire Chief, the Board is responsible for the final hiring decision and must approve all hires to EXFD employment. All hires will be made according to merit and qualifications for the position. Whenever possible, appointments shall be considered from within existing staff whenever qualified candidates exist.

Subject to Board approval, the Fire Chief or his/her designee will determine if a vacancy will be filled through an open recruitment or by promotion or transfer or some other method. Typically, if an Assistant Fire Chief, Battalion Chief, Captain or Coordinator position becomes available, the position will be posted internally.

Certain full-time positions may be posted internally and externally. The method of recruitment is determined on a case-by-case basis and is at the Fire Chief's discretion.

Application for employment will generally be made on application forms provided by the EXFD. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the Fire Chief or his/her designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline in order to be considered for the position. The deadline for application may be extended by the Fire Chief.

Position vacancies may be filled on an "acting" basis as needed. The Board will approve all acting appointments. Pay rate adjustments, if any, will be determined by the Board.

2.3 Applicant Qualifications

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test; or interview; performance or demonstrative test; physical agility test, or another appropriate job-related exam.

Internal recruitments will be open to any EXFD employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the EXFD.

The Board or its designee will establish the minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process a candidate must meet the minimum qualifications.

2.4 Pre-employment Medical Exams

The Fire Chief or his/her designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any EXFD position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam. When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or offered employment for a given job class. Information obtained from the medical exam will be treated as private medical records.

When required the medical exam will be conducted by a licensed physician designated by the EXFD with the cost of the exam paid by the EXFD (psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the Fire Chief or his/her designee that a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations. If the candidate requires accommodation to perform one or more of the essential functions of the job, the Fire Chief or his/her designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

If the candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

2.5 Selection Process

The selection process will be administered by the Fire Chief or his/her designee and is subject to review by the Operating Committee and the final hiring approval of the Board. Any, all or none of the candidates may be interviewed.

The hiring process for seasonal and temporary employees may be delegated by the Fire Chief with each hire subject to final Board approval.

2.6 Background Checks

All finalists for employment with the EXFD will be subject to a background check to confirm information submitted as part of the application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the Fire Chief will determine the level of background check to be conducted based on the position being filled.

2.7 Firefighter Eligibility

The EXFD provides a critical service to the community and it is imperative that the best candidates possible are chosen for membership.

In order to be eligible for a firefighter position, all applicants must meet the following requirements:

- Be 18 years of age and over,
- Be a high school graduate or equivalent,
- Hold a valid State of Minnesota driver's license, and
- Have residence or employment within 20 minutes of their assigned fire station.

In addition, all EXFD members are expected to:

- Carry out his/her responsibilities and provide good communication in a calm, positive, and professional manner, especially in emergency situations,
- Complete training requirements established by the Fire Chief or designated training officer,
- Understand and follow this handbook, standard operating guidelines, and any other department policies or procedures,
- Meet minimum call requirements, and
- Demonstrate the EXFD's shared expectations of customer service, teamwork, initiative, results orientation, flexibility and public stewardship.

2.8 Residency and Availability Requirements for Members

Members must be able to respond to their assigned station from either their residence or place of employment within 20 minutes under normal driving conditions while obeying all traffic laws.

2.9 Physical Ability Requirements for Members

EXFD firefighters are required to meet standards of physical ability to effectively perform firefighter duties. If a current member fails to meet the standards, the individual will meet with an occupational health care consultant to establish a set of measurement goals. Failure to meet the established goals within 6 months may result in disciplinary action or termination.

2.10 Drug & Alcohol Testing Policy

2.10.1 Purpose

Employees are expected and required to report to work in appropriate mental and physical condition.

This policy establishes standards concerning drugs and alcohol which all EXFD employees must meet. This policy also establishes testing procedure to ensure standards are met.

The cannabis testing and drug and alcohol testing policy of the EXFD will conform to the requirements of the state law set forth in Minnesota Statutes §181.950-181.957 and the Federal Drug Free Workplace Act of 1988. Any employee's actions may constitute both a violation of this policy and a violation of criminal laws or other laws and policies. This policy, however, is not designed to identify all activities which might violate such other policies or laws and the procedures to be employed in the event that such other laws and policies are violated.

2.10.2 Definitions

Alcohol means ETHYL alcohol.

Cannabis testing means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes § 181.953, subd. 1, for the purpose of measuring the presence or absence of cannabis flower, cannabis products, lower-potency hemp edibles, or cannabis metabolites in the sample tested.

Confirmatory test and Confirmatory retest mean a drug or alcohol test or cannabis test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes §181.953, subdivision 1.

Drug means a controlled substance as defined in Minnesota Statutes § 152.01, subdivision 4 but does not include marijuana, tetrahydrocannabinols, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

Drug and alcohol testing, drug or alcohol testing, and drug or alcohol test mean analysis of

body component samples according to the standards established under one of the programs listed in Minnesota Statutes § 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol or their metabolites in the sample tested. Drug and alcohol testing, drug or alcohol testing, and drug or alcohol test, does not include cannabis or cannabis testing.

Drug paraphernalia has the meaning set forth in Minnesota Statute § 152.01, subdivision 18.

Employee means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for the EXFD. Employee shall also mean a volunteer firefighter who provides services to the EXFD.

Employer means the EXFD Fire Chief or designee.

Initial Screening Test means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes § 181.953, subdivision 1.

Positive Test Results means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes § 181.953, subdivision 1.

Reasonable suspicion means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Safety-sensitive position means a job—including any supervisory or management position—in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

Under the influence means impairment due to drugs, cannabis, or alcohol or having the presence of a drug, cannabis, or alcohol at or above the level of a positive test result.

2.10.3 Cannabis and Cannabis Testing

Beginning August 1, 2023, Minnesota will join a cohort of 22 other states in legalizing recreational cannabis use for individuals 21 and over. This new law amends Minnesota's current laws and provides for protections to an employee's off-duty use of cannabis and updates employer's responsibilities and obligations for the testing of employee cannabis use.

Employees are prohibited from possessing, selling, transferring, or being otherwise impaired by any cannabis products while working, while on work premises, or while operating the Company's vehicles, machines, or equipment.

The Company does not require pre-employment cannabis testing for job applicants unless required by applicable state and federal law. Nor does the Company discriminate against prospective employees for consumption of lawful cannabis products. The Company does not require routine physical examination testing or random testing of cannabis unless otherwise required by applicable state and federal law.

The Company still engages in reasonable suspicion testing for cannabis pursuant to applicable state and federal law.

An employee may be subject to pre-employment, routine, and random cannabis testing by the Company if the position that has been applied for falls under any one of the following categories:

- A safety-sensitive position wherein an impairment caused by any drug, alcohol, or cannabis usage would threaten the health or safety of any position;
- A peace officer position;
- A firefighter position;
- A position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to: children, vulnerable adults, or patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
- A position where state or federally-mandated cannabis testing is required by law.

If you have questions about whether your current employment position falls within the above categories, please contact the Fire Chief for more information.

2.10.4 Policy

2.10.4.1 Under the Influence - No employee shall be under the influence of any drug, cannabis, or alcohol while working, while on the premise of the employer, or while operating an employer's vehicle, machinery, or equipment, except to the extent authorized by a valid medical prescription and where the employee's ability to safely perform the duties of the job are not adversely affected.

2.10.4.2 Use, Possession, Manufacture, Distribution, Dispensation, Sale or Transfer -

No employee shall use, possess, manufacture, distribute, dispense, sell, or transfer drugs, cannabis, alcohol, or drug paraphernalia while the employee is working, while on the premise of the employer, or while operating an employer's vehicle, machinery, or equipment, except pursuant to a valid medical prescription and where the employee's ability to safely perform the duties of the job are not adversely affected.

2.10.4.3 Notification of Convictions – An employee shall notify the employer in writing of any criminal drug statute conviction for a violation occurring in the work place no later than 5 days after such conviction. The Fire Chief shall notify the appropriate federal agency of such conviction within 10 days of receiving notice. Employees who drive for work purposes must notify the employer if they lose their driver's license.

2.10.4.4 Employee Assistance Program - The EXFD provides an employee assistance program to aid and assist EXFD employees who are in the need of or have been referred for drug, cannabis, and alcohol counseling and rehabilitation. Employees are encouraged to utilize this service.

2.10.4.5 Testing Permitted - No person will be tested for drugs, cannabis, or alcohol under this policy without that person's consent. The employer may request or require an employee to undergo cannabis testing or drug or alcohol testing only under the circumstances described in this policy:

- Reasonable Suspicion Testing - The employer may request or require an employee to undergo cannabis testing or drug and alcohol testing if there is reasonable suspicion that the employee:
 - Is under the influence of drugs or alcohol while working, while on the premise of the employer, or while operating an employer's vehicle, machinery, or equipment;
 - Used, possessed, sold, or transferred drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, while working, while on the premise of the employer, or while operating an employer's vehicle, machinery, or

- equipment;
- Has sustained a personal injury as defined in Minnesota Statutes § 176.011, subdivision 16, or has caused another employee to die or sustain a personal injury; or
- Has caused a work-related accident or was operating or helping operate machinery, equipment, or vehicles involved in a work-related accident.

2.10.4.6 Refusal to Undergo Testing

Job applicants and employees have the right to refuse to submit to cannabis testing and drug and alcohol testing. If an employee refuses to undergo cannabis testing or drug or alcohol testing requested or required by the employer, no such test shall be given and the employee's supervisor may recommend to the Fire Chief that the employee be discharged from employment. Job applicants who refuse to submit to cannabis testing—when allowed under applicable law—or drug and alcohol testing will be deemed to have withdrawn themselves from the application process and will no longer be considered for employment.

2.10.5 Procedures for Testing

2.10.5.1 Notification Form. Before requesting an employee to undergo cannabis testing or drug or alcohol testing, the employer shall provide the individual with a form on which to:

- Acknowledge that the individual has seen a copy of the employer's cannabis testing and drug and alcohol testing policy.
- Indicate consent to undergo the cannabis testing (when allowed under applicable law) and drug and alcohol testing.

2.10.5.2 Test Sample. The test sample shall be obtained in a private setting and ensures privacy to the employee to the extent practicable, but consistent to prevent tampering. Testing procedures may include a witness and shall conform to all applicable rules of the commissioner. No test sample shall be taken on the employer's premises or be collected by an EXFD employee. Employees shall be driven to the collection point.

2.10.5.3 Identification of Samples. Each sample shall be sealed into a suitable container free of any contamination that could affect test results. The sample shall be identified for processing by the licensed testing laboratory.

2.10.5.4 Chain of Custody. The EXFD shall use a collection facility and a testing laboratory which have established reliable chain-of-custody procedures to ensure proper recordkeeping, handling, labeling, and identification of the sample. The procedures must require the following:

- Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory.
- The sample must always be in the possession and view of and be placed in a secured area by a person authorized to handle the sample.
- A sample must be accompanied by a written chain-of-custody record.
- Individuals relinquishing or accepting possession of the sample must record the time of possession and must sign and date the chain-of-custody record at the time of transfer.

2.10.5.5 Laboratory. The EXFD shall use the service of a testing laboratory that meets criteria for cannabis testing or drug and alcohol testing listed in Minnesota Statutes §181.953, subdivision 1.

2.10.5.6 Method of Analysis. The testing laboratory shall use methods of analysis and procedures to ensure reliable cannabis testing results or drug and alcohol testing results, including standards for initial screening tests and confirmatory tests.

2.10.5.7 Sample Retention & Storage. The laboratory shall retain and properly store, for at least 6 months, all samples that produce a positive result.

2.10.5.8 Test Report. A testing laboratory shall conduct a confirmatory test on all samples that produced a positive result from the initial screening test. A laboratory shall disclose to the employer a written test result report for each sample tested within 3

working days after a negative test result on the initial screening test, or when the initial screening test produced a positive test result, within 3 working days after a confirmatory test. A test report must indicate the drugs, alcohol, drug or alcohol metabolites, cannabis, or cannabis metabolites tested for and whether the test produced positive or negative results.

2.10.5.9 Notice of Test Results and Employee Rights. Within 3 days after the receipt of the test results report from the testing laboratory, the employer shall inform the employee in writing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test and at the time of this notice shall also inform the employee of the following:

In the event of a negative test result:

- The right to request and receive from the employer a copy of the test results report on any drug or alcohol test or cannabis test.

In the event of a positive test result on a confirmatory test:

- The right to request and receive from the employer a copy of the test results report on any drug or alcohol test or cannabis test.
- The right to request, within 5 working days after notice of a positive test result, a confirmatory retest of the original sample at the employee's own expense. If a confirmatory test is conducted in accordance with the rules adopted by the commissioner and a licensed laboratory, and the confirmatory retest does not result in a positive test result, the EXFD shall reimburse the employee the actual cost of the confirmatory retest in an amount not to exceed \$100, and EXFD will not take any adverse action against the employee based on the original confirmatory test.
- Within 3 working days after a notice of a positive test result on a confirmatory test, the right to submit information to the employer to explain the result.
- The employer's right to request that the employee indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- The employer may not discharge, discipline, discriminate against, or request or

require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

- The right of an employee for whom a positive test result on a confirmatory test was the first such result on a cannabis test or drug or alcohol test requested by the employer to not be discharged unless the employer has first given the employee an opportunity to participate in either a drug, cannabis, or alcohol counseling or rehabilitation program, whichever is most appropriate, at the employee's expense or pursuant to coverage under an employee benefit plan. The employer may determine which type of program is most appropriate for the employee after a consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of substance use disorder. The employee may be discharged if they either refuse to participate in the counseling or rehabilitation or fail to successfully complete the program. Withdrawal from the program before its completion or a positive test result on a confirmatory test after completion of the program will be considered evidence that the employee either failed to successfully complete the program or withdrew from the program.
- The employer may either temporarily suspend an employee or transfer an employee to another position at the same pay rate—pending the outcome of a confirmatory test or a requested confirmatory retest—if the employer believes such action is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. However, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
- The right not to be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the employer concerning the reliability of, or explanation for, a positive test result unless the employee is under an affirmative duty to provide information before, upon, or after hire.
- An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

2.10.6 Responsibilities After Testing

The employer will not discharge, discipline, discriminate against, request or require rehabilitation of an employee solely on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test. Where there has been a positive test result on a confirmatory test and upon any confirmatory retest the following procedures apply:

2.10.6.1 First Positive Test Result. The employer must give the employee an opportunity to participate in either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is most appropriate, following the first positive test result for the employee. The employer, through its employee assistance program, may determine which program is most appropriate after a consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of substance use disorder. Participation in a counseling or rehabilitation program will be at the employee's own expense pursuant to coverage under an employee benefit plan. If the employee refuses to participate in the counseling or rehabilitation program, fails to successfully complete the program by withdrawing before its completion, or has a positive test result on a confirmatory test after the completion of a program, the employee's supervisor may recommend to the Fire Chief that the employee be disciplined; including but not limited to discharge from employment.

2.10.6.2 Second Positive Test Result. If the employee has a second positive test result in a confirmatory test, the employee's supervisor may recommend to the Fire Chief that the employee be disciplined; including but not limited to discharge from employment.

2.10.6.3 Suspensions and Transfers. The employer may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay, pending the outcome of the confirmatory test or if requested, the confirmatory retest, provided the employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

2.10.6.4 Other Misconduct. Notwithstanding any other provision herein, an employee may be disciplined or discharged from employment for conduct which is a violation of EXFD personnel rules, policies, and procedures even though the conduct also includes a violation of this policy.

2.10.6.5 Disclosure. The employer will not disclose the test result reports or other information acquired in the cannabis testing or drug or alcohol testing process to another employee, third party individual, government agency, or private organization without the written consent of the employee tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be:

- Used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding;
- Disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and
- Disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

2.10.6.6 Written Explanation and Retesting. An employee has the right to offer the employer a written explanation of a positive test result on a confirmatory retest with 3 working days after notice of the positive test result and has the right to request within 5 working days after notice of a positive test result a confirmatory retest of the original sample at the same or another licensed testing laboratory at the employee's own expense.

2.10.6.7 Copy of Test Results. An employee has the right to request and receive from the employer a copy of the employee's test result report for any cannabis test or drug or alcohol test.

2.10.6.8 Discipline. Concerning disciplinary actions pursuant to this cannabis testing and drug and alcohol testing policy, available appeal procedure are as follows:

- Temporary/seasonal employees and non-veterans who have not completed their probationary period shall have no right of appeal.
- Regular full-time or part-time employees who have completed the probationary period and who are not a veteran, have a right to appeal to the Fire Chief no later than 15 calendar days after the action.
- An employee who is a veteran may have additional right under the Veterans Preference Act, Minnesota Statutes § 197.46.
- All notices of appeal must be submitted in writing to the Fire Chief.

The EXFD will make a continuing good faith effort to maintain a drug-, cannabis-, and alcohol-free workplace through the implementation of its cannabis testing and drug and alcohol testing policy.

2.11 Job Postings

Any opening in the following positions will be posted via email and in all stations:

- Fire Chief
- Assistant Chief
- Battalion Chief
- Battalion Chief of Training
- Captain
- Lieutenant
- Coordinators and Assistant Coordinators
- Quartermaster
- Firefighter
- Firefighter – Probationary
- Administrative Specialist
- Fire Marshal
- Fire Inspector

2.12 Selection Process for Officers

The selection process for officer positions will be developed by the Fire Chief, Operating Committee and Fire Board. To ensure that consistent and fair consideration is given to employees applying for officer positions, an interview panel will be included as part of the selection process. The interview panel will be designated by the Fire Chief or Board as appropriate for the situation. The interview panel is responsible for interviewing and evaluating candidates according to the

criteria identified in the selection process and for making promotion recommendations to the Fire Chief. The Fire Chief is responsible for final promotion decisions. Vacated officer positions will be filled by the Fire Chief's appointment.

2.13 Probationary Period

2.13.1 Purpose

The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position, and for rejecting any employee whose performance does not meet the required work standards. The probationary period may also be used for firefighters returning to service following an extended leave from the EXFD at the Fire Chief's discretion.

2.13.2 Duration

Every original appointment and every promotional appointment is subject to a probationary period of one (1) year after appointment, unless otherwise specified at the time of hire or promotion. The Fire Chief may extend an employee's probationary period at his/her discretion. Expectations and procedures for newly-hired and reinstated firefighters are described in policy *3.7.4 Probationary Firefighter Expectations*.

2.13.3 Termination

The Fire Chief may terminate a probationary employee at any time during the probationary period if, in the Fire Chief's opinion, the probationary period indicates that the employee is unable or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit continuance in the position. Written notification of the reasons for the termination shall be given to the terminated employee. No right to appeal shall exist unless the employee is a veteran, in which case the procedure prescribed in Minnesota Statutes § 197.46 shall be followed.

An employee terminated during a probationary period from a position to which he/she has been promoted or transferred shall be reinstated to a position in the class from which he/she was promoted or transferred unless the employee is discharged or otherwise terminated as provided in this Handbook.

2.13.4 Completion

At least 2 weeks prior to the expiration of the probationary period, the applicable supervisor shall notify the Fire Chief in writing whether or not the services of the employee have been satisfactory and whether or not employment should continue. Probationary firefighters are required to make adequate progress on all of the requirements of *3.7.4 Probationary Firefighter Expectations* during the probationary period. If the notification states that employment should continue, the employee's probationary status will be removed. The EXFD will host a recognition ceremony for firefighters completing their initial probationary period. Except as otherwise provided herein, all provisions of this Handbook shall apply to employees during the probationary period.

2.14 Excelsior Firefighters' Relief Association.

Members may participate in the Excelsior Firefighters' Relief Association. The Relief Association is a separate affiliated organization and is governed by its own by-laws and regulations. A copy of the Excelsior Firefighters' Relief Association By-Laws may be obtained from the Fire Chief.

2.15 Employment of Relatives

In general, relatives of current EXFD employees may be considered for employment unless there is a conflict of interest. For the purposes of this policy, relative will mean spouse, mother, father, son, daughter, brother, sister, grandchild, grandparent, legal guardian, or any of these met by a step or in-law relationship.

Examples of situations that would constitute a conflict of interest include:

- When an employee would directly or indirectly supervise or take part in the decision to hire, retain, promote, or evaluate a relative.
- When an employee would be responsible for auditing the work of a relative.
- When confidentiality of information held by the EXFD would be jeopardized.
- When there is the potential for or appearance of inappropriate influence relating to policy decisions.

2.16 Resignation

2.16.1 General

Employees wishing to leave in good standing are required to provide the Fire Chief with a written resignation stating the last date of work and reason for leaving at least 14 calendar days prior to resigning from service. The Fire Chief may vary time requirements for notice under special circumstances at the Fire Chief's discretion. The last day of active membership for members will be observed as the termination date. Vacation leave or compensatory time may not be used to extend the date of resignation. Any leave used during the last 2 weeks of employment must be approved by the Fire Chief. Upon termination. An employee will receive compensation for any unused compensatory or unused applicable leave.

Firefighters eligible for a pension should refer to the Excelsior Firefighters' Relief Association By-laws for additional information.

Any member who resigns from the EXFD in good standing after at least 5 full years of service shall be considered a retired member of the EXFD and is entitled to use EXFD facilities in accordance with EXFD policies.

2.16.2 Unauthorized absence

Unauthorized absence from work for a period of three (3) days or more may be considered by the Fire Chief as a resignation by the employee.

2.16.3 Severance

Regular full-time and part-time employees shall be eligible for severance compensation upon retirement, death, resignation, or layoff in accordance with the following conditions:

- All vacation time earned as of the date of separation shall be disbursed upon termination.
- Other than vacation time, the employee shall have been employed by the EXFD for at least five (5) years and shall have resigned in good standing as defined herein in order to receive severance compensation. The EXFD reserves the right not to pay severance compensation if an employee is terminated.
- If the employee has been employed by the EXFD for at least five (5) years, the employee shall be further compensated through the buy-back of one-half (1/2) of unused sick leave

up to 800 hours accrued as of the date of separation.

In the event severance compensation is due to an employee as the result of death, the death benefits shall be paid to the employee's beneficiary or to the employee's estate.

2.17 Termination Process

The EXFD will comply with all federal and state laws regarding termination. The Fire Chief may terminate any employee. A terminated employee will be served a letter of termination stating the reason for termination. All terminations shall be reviewed and approved by the Operating Committee and Board.

Any employee who is terminated may request a meeting with the Fire Chief and Operating Committee to discuss his/her termination. This request must be in writing within seven (7) calendar days of receipt of the termination letter.

2.18 Data Practices

The EXFD maintains employee records in accordance with the Minnesota Data Practices Act (MDPA). Information that is not public, but is maintained as part of an employee's personnel record, will not be shared with anyone but those authorized to receive it without the employee's consent.

An employee can review his or her personnel file by making an appointment with the Fire Chief. Each employee is responsible for providing updated information, as necessary, to maintain the accuracy of records. Contact the Fire Chief with questions regarding employment data practices.

2.19 Compensation

2.19.1 General

It is the policy of EXFD that competitive and equitable compensation be provided to employees/members. The Compensation Plan shall be reviewed regularly by the Fire Chief, with any changes recommended to the Operating Committee and the EXFD Board.

2.19.2 Compensation Plan

Employees of the EXFD shall be compensated according to the rates established by the Board. Any wage or salary so established is the total remuneration for employment; but shall not be considered reimbursement for official travel or other expenses which may be allowed for the conduct of official EXFD business. Unless approved by the Board, no employee shall receive pay from the EXFD in addition to the salary authorized for the position to which he/she has been appointed.

2.19.3 Pay Periods

Members are compensated within 31 days after wages are earned for all positions, calls, training sessions, and special details according to current pay information.

If a member attends EXFD-related events such as schools, presentations, truck maintenance and/or repair, parts and/or equipment pick up, inspections, presentations, meetings (all of which to be approved by the Fire Chief, Assistant Chief, or Battalion Chiefs), the member will receive call credit and pay for that event.

Non-member employees shall be paid bi-weekly on Friday. When pay day falls on a holiday, employees shall receive their pay on the preceding business day.

2.19.4 Wage Deductions

The EXFD will make mandatory deductions from an employee's wages as required by court order, IRS directive or statute, and will make voluntary deductions from an employee's wages as authorized by the employee.

2.19.5 Overtime/Compensatory Time

The EXFD has established this overtime policy to comply with applicable state and federal laws governing the accrual and use of overtime. The Fire Chief will determine whether each employee is designated as "exempt" or "non-exempt" from earning overtime. In general, employees in executive, administrative or professional classes are exempt; all others are non-exempt.

2.19.5.1 Non-exempt (overtime eligible) Employees. All overtime-eligible employees

will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Vacation, sick leave and paid holidays do not count towards “hours worked.” Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked. For most employees the workweek begins at midnight on Saturday and runs until the following Friday at 11:59pm. The Fire Chief may establish a different workweek based on the needs of the EXFD. The Fire Chief must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time and one-half on the next regularly scheduled payroll date, unless the employee indicates on his/her time sheet that the overtime earned into be recorded as compensatory time in lieu of payment.

The maximum compensatory time accumulation for any employee is 40 hours per year. Once an employee has earned 40 hours of compensatory time in a calendar year, no further compensatory time may accrue in that calendar year. All further overtime earned will be paid. Employees may request and use compensatory time off in the same manner as other leave requests.

All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Fire Chief will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves EXFD employment at the hourly pay rate the employee is earning at that time.

2.19.5.2 Exempt (non-overtime eligible) Employees. Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by the Fire Chief. Generally, to meet these expectations, for reasons of public accountancy, an exempt employee will need to work 40 hours or more per week. Exempt employees do not receive extra pay for hours worked over 40 in one workweek.

Exempt employees are paid on a salary basis. This means they receive a predetermined

amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

The EXFD will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident;
- The employee is in a position that earns sick leave, receives short term disability benefit or workers' compensation wage loss benefits and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all his/her paid leave.
- The employee is absent for a full workweek, and for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the EXFD in which the employee does not work a full week. In this case, the EXFD will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness or injury, but
 - Paid leave has not been requested or has been denied;
 - Paid leave is exhausted; or
 - The employee has specifically requested unpaid leave.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violation of a written policy that is applied to all employees.

- The employee takes FMLA leave and has exhausted all accrued leave.
- The EXFD, for budgetary reasons, implements a voluntary or involuntary unpaid leave program and, under this program, makes deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non- exempt for any workweek in which the budget-related deductions are made.
- The EXFD will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the EXFD any amounts received by the employee as jury fees or witness fees.

If the EXFD inadvertently makes an improper deduction to the weekly salary of an exempt employee, the EXFD will reimburse the employee and make appropriate changes to comply in the future.

All employees are required to work overtime as requested by the Fire Chief as a condition to continued employment. Refusal to work overtime may result in disciplinary action. The Fire Chief will make reasonable efforts to balance the personal needs of the employee when assigning overtime work.

2.20 Discipline

EXFD employees are subject to disciplinary action for failing to fulfill their duties and responsibilities or work rules instituted by the Fire Chief and/or Board. Discipline will be administered without discrimination.

The following are examples of actions which may require disciplinary action, but do not encompass all actions subject to disciplinary action:

- Failure to obey orders, carry out instructions, perform routine duties.
- Offenses against another employee or property
- Violation of the EXFD's alcohol and drug policy.
- Disruptive behavior and/or attitude.

- Failure to abide by the EXFD's operating guidelines.

In most cases, disciplinary action against any employee shall be progressive and follow the steps listed below:

Step One: Verbal warning

- i. A verbal warning is provided to the employee.
- ii. A memo stating the date and reasons for the warning is put in the employee's personnel file with a copy to the employee. The memo shall be maintained in the personnel file indefinitely. The Disciplinary Form located in the Appendix may be used in place of a memo which must contain the information herein required.

Step Two: Written reprimand

- i. A written reprimand is provided to the employee.
- ii. A written reprimand shall state the following:
 - a. Description of misconduct and discipline imposed.
 - b. Past actions taken to correct the problem.
 - c. Correction or improvements needed by the employee, including timetables and goals for improvements.
 - d. Future penalties should the problem continue.
- iii. The written reprimand shall be placed in the employee's personnel file and maintained in the personnel file indefinitely. An employee will be given a copy of the written reprimand and required to acknowledge by signature that he/she has received such reprimand. The signature of the employee does not mean that he/she agrees with the reprimand.
- iv. Impose other discipline as warranted.
- v. Advise the employee of the procedure to be followed if any further infractions occur.

Step Three: Suspension without pay

- i. Provide the employee with written notice regarding a suspension without pay. The employee must acknowledge by signature that he/she has received the suspension notice. The signature of the employee does not mean that he/she agrees with the suspension. The notice shall include the same information required in a written reprimand under Step Two and the duration of the suspension. A copy of the notice shall be placed and maintained in

the employee's personnel file indefinitely.

- ii. Any employee may be suspended pending investigation of an allegation. A memo shall be placed in the employee's personnel file regarding the allegation and investigation. If, following an investigation the allegation proves false, the memo will be removed from the file and the employee shall receive compensation to which he/she would have been entitled had the suspension not taken place, which shall include drill pay and call pay based on a firefighter's average six (6) months.
- iii. A suspended employee is considered in bad standing with the EXFD and shall have no voice or vote in the business of the EXFD.
- iv. A suspended employee may be required to promptly surrender EXFD property to the Fire Chief or his/her designee.

Step Four: Termination

- i. The Fire Chief may terminate any employee.
- ii. A Termination Letter will be served directly to the employee or via certified mail.
- iii. The Termination Letter shall include a description of the misconduct, reason for termination, and any past actions, if any, taken to correct the problem.
- iv. A copy of the Termination Letter will be placed in the employee's personnel file and maintained indefinitely.
- v. All terminations shall be reviewed and approved by the Operating Committee and Board.
- vi. Any employee who is terminated may request a meeting with the Fire Chief and Operating Committee to discuss his/her termination. This request must be in writing within seven (7) calendar days of employee's receipt of the Termination Letter.

The following other disciplinary actions may also be taken against any employee:

- Demotion.
- Assigned different work details or duties.
- Recommended leave of absence.
- Restitution.
- Other measures as determined by the Fire Chief.

The type of disciplinary action imposed is at the discretion of the Fire Chief. All disciplinary

action should be documented in the employee's personnel file. The Disciplinary Form located in the Appendix may be used for this purpose. Nothing in this policy requires the EXFD to follow all disciplinary steps before terminating an employee for any reason, with or without notice. When an infraction is severe enough, any or all of the first three steps may be omitted.

Facts should be gathered prior to imposing disciplinary action. The Fire Chief will determine who will do fact gathering and investigation. The following individuals, unless otherwise determined by the Fire Chief, shall be responsible for fact gathering for the following incidents:

- Fire Chief: All harassment, workplace violence, theft, non-firefighter employee issues, and all other incidents not otherwise designated. If the Fire Chief is involved in any harassment claim by an employee, the Board or its designee shall be responsible for fact gathering and investigation of the claim.
- Assistant Fire Chief: All vehicle crashes or vehicle incidents or other incidents as designated by the Fire Chief.
- Battalion Chief: Station-related incidents or other incidents as designated by the Fire Chief.
- Captains: Day-to-day firefighter issues or other incidents as designated by the Fire Chief.

Fact gathering responsibilities designated to the above individuals may be changed by the Fire Chief at the Fire Chief's discretion. All fact gathering must be properly documented and provided to the Fire Chief. Any incidents involving the Fire Chief shall be directed to the Board.

An employee may use the complaint process if he or she believes that disciplinary action was either unjust or disproportionate to the offense committed.

2.21 Complaint Process

The EXFD strives to maintain cooperative working relationships among employees where concerns are addressed promptly and effectively. Employees shall not restrain, interfere with, discriminate against, or reprise against any employee because he or she has presented a complaint.

The following process is available to any employee who has a complaint:

Step One: The employee should discuss and attempt to resolve the matter with his or her Company Captain. The Company Captain will consider and examine the causes of the concern and discuss relevant information with the employee.

Step Two: If a complaint is not settled by discussion with the Company Captain, the employee may submit the complaint in writing to the Battalion Chief within seven (7) working days of discussing the matter with the Company Captain in Step One. The Battalion Chief will discuss and attempt to resolve the complaint with the employee. The Battalion Chief will issue a written decision to the employee and Company Captain within seven (7) working days of receiving the complaint.

Step Three: If a complaint is not successfully resolved by discussion with the Battalion Chief at Step Two, the employee may appeal the decision in writing to the Assistant Fire Chief within seven (7) working days of receiving the Battalion Chief's decision. The Assistant Fire Chief will discuss the situation with the employee and anyone else necessary to reach a decision. The Assistant Fire Chief will issue a written decision to the employee, his or her Company Captain, and the Battalion Chief within seven (7) working days of receipt of the written appeal.

Step Four: If the employee is not satisfied with the decision reached by the Assistant Fire Chief, the member may appeal the decision in writing to the Fire Chief within seven (7) working days of receiving the Assistant Fire Chief's written decision. The appeal should include: 1) a copy of the written complaint that was sent to the Assistant Fire Chief 2) a copy of the Assistant Fire Chief's written decision, and 3) a statement detailing the reasons why the employee disagrees with the decision. The Fire Chief will issue a written decision to the employee, the Company Captain, the Battalion Chief, and the Assistant Fire Chief within seven (7) working days of receipt of the written appeal.

Step Five: If the employee is not satisfied with the decision reached by the Fire Chief, he or she may appeal the decision in writing to the EXFD Operating Committee within seven

(7) working days of receiving the Fire Chief's written decision. The appeal should include: 1) a copy of the written complaint that was sent to the Fire Chief 2) a copy of the Fire Chief's written decision, and 3) a statement detailing the reasons why the employee disagrees with the decision. The Operating Committee will issue a written decision to the employee, the Fire Chief, the Assistant Fire Chief, the Battalion Chief, and the Company Captain within seven (7) working days of receipt of the written appeal.

Step Six: If the employee is not satisfied with the decision reached by the Operating Committee, he or she may appeal the decision in writing to the Board within seven (7) working days of receiving the Operating Committee's written decision. The appeal should include: 1) a copy of the written complaint that was sent to the Operating Committee 2) a copy of the Operating Committee's written decision, and 3) a statement detailing the reasons why the employee disagrees with the decision. The Board will issue a written decision to the employee, the Operating Committee, Fire Chief, Assistant Fire Chief, Battalion Chief, and Company Captain within seven (7) working days of receipt of the written appeal. The decision of the Board will be final.

Non-firefighter employees shall initiate the Complaint Process at Step Four.

If a complaint involves one of the persons designated in the steps above, the complaint shall be directed to the individual at the next highest step. Complaints against the Fire Chief shall be in writing and submitted directly to the Board Chair. The Board Chair will issue a written decision to the employee within seven (7) working days of receipt of a written complaint. The decision of the Board Chair will be final.

2.22 Benefits

2.22.1 Health Insurance

Health insurance coverage will be provided to regular full-time employees and regular part-time employees who are regularly scheduled to work at least 32 hours per week, upon completing the eligibility and/or waiting period requirements. Employees should see the Fire Chief for additional information regarding employer and employee contributions to health insurance benefits.

Employees who have separated from EXFD employment may continue group health benefits according to federal and Minnesota law.

2.22.2 Dental Insurance

Dental insurance coverage is made available to regular full-time employees and regular part-time employees who are scheduled to work at least 32 hours per week, upon completing the eligibility and/or applicable waiting period requirements. Employees should see the Fire Chief for additional information regarding employer and employee contributions to dental insurance benefits.

2.22.3 Life Insurance

Regular full-time employees and regular part-time employees scheduled to work at least 32 hours per week will be provided with a life insurance option with a cost share for the employee and the EXFD. Employees enrolled in the plan may purchase, through payroll deduction, additional term life insurance to supplement the insurance coverage provided by the EXFD. Coverage is provided as follows:

- Employee: \$10,000 to \$500,000
 - Minimum election for Employee is \$10,000; elect in \$5,000 increments
 - Guaranteed Issue for Employee is \$150,000
- Spouse: \$5,000 to \$250,000
 - Guaranteed Issue for Spouse is \$75,000
- Dependent children:
 - Option 1: \$10,000
 - Option 2: \$15,000
 - Guaranteed Issue for Child is \$15,000
- Note; Guaranteed Issue is only available when first eligible for the benefit (30-day timeline).

2.22.4 Health Savings Account

Regular full-time employees may enroll for participation in a health savings account. The district will make semi-annual contributions to the employee's HSA if the employee opts to enroll. The employee may also contribute to the HSA by electing to have additional funds withheld from

their pay, pre-tax. Refer to health plan documents for current contribution amounts.

2.22.5 Member and Employee Assistance/Critical Incident Stress

A critical incident stress debriefing group session led by a team of specially trained mental health professionals and peer counselors shall be provided to members as incidents or situations dictate. Members/employees should see the Fire Chief for additional, confidential, and free employee assistance resources.

2.22.6 Professional Memberships and Licenses

The Fire Chief may require members to obtain and maintain job required licenses and/or memberships in professional organizations and these may be paid for by the EXFD.

2.22.7 Retirement Program

The EXFD participates in the Public Employee's Retirement Fund (PERA) to provide pension benefits for its eligible employees. The EXFD and the employee both contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the EXFD matches the employee's Social Security and Medicare withholding). Employees should contact the Fire Chief for more information about PERA eligibility and employee contribution requirements.

The retirement program for EXFD firefighters is maintained by the Excelsior Firefighters' Fire Relief Association. Specific details on the program can be obtained from the Relief Association.

Section 3: Attendance and Leave

The EXFD depends on the active participation of all members to be successful in meeting the EXFD mission. Members are expected to regularly respond to emergency calls and to attend department trainings and meetings. In addition, special work details and events may be assigned by a captain or above. If a member cannot attend or fully participate in calls or training due to a medical condition or emergency situation, he or she should contact his or her reporting officer as early as possible.

The reporting officer should always be informed of a member's expected date of return.

Regular attendance is an essential component of an employee's performance, unexcused absences may be considered when making recommendations for promotions or educational opportunities. Unexcused absences may be subject to disciplinary action.

3.1 Participation and Call Requirements (Members)

3.1.1 Participation Requirements:

In order for a member to be considered to be in good standing, they must meet the participation requirements as outlined in *SOG 3.1.1 Firefighter Participation Requirements*, and summarized here. These requirements are tracked monthly and evaluated semi-annually for the periods of January 1 – June 30 and July 1 – December 31.

Participate in:

- (2) overnight duty crew shifts per month.
- (2) weekend duty crew shifts per month.
- Two-thirds of the scheduled Thursday drills/trainings, including all mandatory trainings. See *SOG 3.1.4 Training Requirements* for specific training requirements.
- Attend (1) quarterly business meeting every six months.
- Staff (1) 4th of July every (3) years.

3.1.2 Call Response Guidelines

Members shall respond to the closest station for assignment once paged. Spare turnout gear is available at both EXFD stations. Members responding to a fire station after receiving a page for an incident will be given credit if they arrive within 20 minutes of the call time. Members shall

record their attendance on the call response sheet at the EXFD stations.

The EXFD Officer in charge of the call/incident has the authority to vary from this guideline based on the incident and/or circumstances surrounding the incident, including the response to the fire station. Any questions or concerns with a specific call/incident should be put in writing and directed to the Battalion Chief of that station.

3.2 Training and Meeting Attendance (Members)

The EXFD believes in the positive relationship between member training participation and high levels of performance and safety. Members are strongly encouraged to attend all regularly scheduled training activities and business meetings. Members who are unable to attend EXFD meetings are responsible for reviewing the meeting minutes.

All members must satisfactorily complete mandatory EXFD training. If a mandatory training is missed, it must be made up as soon as feasibly possible.

The training drills of the EXFD will be held weekly on Thursdays at Excelsior Fire Station #1, beginning at 19:00. Drills last approximately two (2) hours. Members must attend at least two-thirds of the drill to receive credit.

Members are not required to keep these minimum training percentages during periods of leave of absence but will be required to make up any mandatory training that was missed during that time.

3.3 Family and Medical Leave

3.3.1 Policy

The EXFD will grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in compliance with the requirements of the Family and Medical Leave Act of 1993 (the “FMLA”) and up to 26 weeks of leave in any 12- month period in accordance with the expansion of the FMLA under The Support for Injured Service Members Act of 2007. This policy incorporates general information. on FMLA rights and the EXFD’s responsibilities in application of FMLA leave. Additional information regarding FMLA leave may be obtained from the Fire Chief.

3.3.2 Eligibility

To be eligible for FMLA leave, the employee must have worked for the EXFD for at least 12 months and a minimum of 1,250 hours in the previous 12 months. For the purposes of determining eligibility for subsequent leaves, the FMLA year is a rolling 12-month period that begins the first day of the employee’s leave. Thus, each time an employee takes FMLA leave, the remaining leave entitlement will be the balance of the 12 weeks that has not been used during the immediately preceding 12-month period. For example, if an eligible employee takes 4 weeks of FMLA leave beginning February 1, 2009, 4 weeks beginning June 1, 2009, and then requests additional leave on December 1, 2009, the employee would be entitled to take 4 additional weeks for the last request. The employee would then not be entitled to any additional FMLA leave until February 1, 2010.

3.3.3 Leave Entitlement

The FMLA provides eligible employees with up to a combined total of 12 weeks, or 26 weeks for leave related to Subpart C (5), of unpaid family or medical leave during a 12-month period for any of the following reasons:

- The birth of a child of the employee, or to care for a newborn child or a child placed with the employee for adoption or foster care (within 12 months of the birth or placement).
- To care for a spouse, child or parent who has a serious health condition.
- The eligible employee’s own serious health condition that renders the employee unable to

perform the functions of his or her position. A serious health condition is defined under the FMLA as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

- A covered family member's active duty or call to active duty in the Armed Forces. An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service includes helping the family member prepare for departure and caring for children of the service member. The leave may be commenced as soon as the individual receives call-up notice. This type of leave is counted towards the employee's 12-week maximum of FMLA leave in a 12-month period.
- To care for an injured or ill service member. This leave may be extended to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is a "covered servicemember" under the FMLA. A covered servicemember is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Next of kin is defined as the closest blood relative of the injured or recovering service member. Serious injury or illness means an injury or illness incurred by the servicemember in the line of duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating. This is the only type of FMLA leave that may extend an employee's leave beyond 12 to 26 weeks.

3.3.4 Notice

In the case of a foreseeable leave, the employee must give the Fire Chief at least 30 days' notice if possible. If this is not possible, the employee must notify the Fire Chief as soon as practical. If the situation requires an intermittent or reduced work schedule the employee must obtain Fire Chief approval in advance. The employee will be expected to work with the EXFD to the fullest

extent possible to minimize disruption caused by the absence.

3.3.5 Use of Paid Leave

FMLA provides job protection for the period of time in which an employee needs to miss work, but it does not provide pay. Family and medical leave taken under this section may be paid or unpaid, depending on the type of leave and the employee's available leave balances. During FMLA leave, an employee, as permitted by law, must use sick leave, vacation leave and compensatory time he/she has accrued prior to taking unpaid leave unless his/her medical condition is covered by worker's compensation or the absence qualifies under the Minnesota Parental Leave law.

3.3.6 Leave and Benefits

Vacation leave and sick leave will not accrue during leave that is unpaid. While on FMLA leave, the EXFD will continue to make the employer's contribution to the employee's insurance plans. The employee, however, will be responsible for his/her share of the insurance cost, which may mean that the employee will need to send in payments during the unpaid leave. An employee's failure to submit insurance payments may result in termination of the employee's group health coverage. If an employee chooses not to return to work after an unpaid leave, he/she may be required to repay the EXFD's share of the insurance cost.

3.3.7 Intermittent or Reduced Leave

Leaves for childbirth or for placement of a child with the employee for adoption or foster care, or serious health conditions of family members or the employee may be taken in segments or on a part-time leave schedule. Intermittent or reduced leave for serious health conditions of family members or the employee will be granted when there is a medical need that can be best accommodated through an intermittent or part-time schedule. Intermittent or reduced leave for childbirth or the placement of a child with the employee for adoption or foster care may only be taken following approval from the Fire Chief. If intermittent or reduced leave is taken it may be necessary for the employee to temporarily transfer to another position where such scheduling can be better accommodated. This temporary transfer will not affect the employee's rate of pay or benefits, except that pay and benefits will be adjusted according to time worked.

3.3.8 Reinstatement

Subject to certain exceptions (such as when the employee would not otherwise have been employed at the time reinstatement is requested, or the employee is within the category of employees where restoration would cause substantial and grievous economic injury to the EXFD), employees who take FMLA leave are entitled to be reinstated to their original job at the EXFD or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment.

Nothing in this policy, however, shall be construed to entitle any restored employee to accrue any seniority or employment benefits during any period of leave or any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken FMLA leave.

3.3.9 Certification

3.3.9.1 Serious Health Conditions. For FMLA leave related to a serious health condition affecting the employee or an eligible immediate family member, the employee shall provide the EXFD with certification from the attending health care provider within 15 days of the EXFD's request. The certification must state the following:

- i. The date the serious health condition started.
- ii. The probable duration of the condition.
- iii. The appropriate medical facts regarding the condition.

If the requested leave is for the employee's own serious health condition, the certification must state that the employee is unable to perform the essential functions of his or her position. If the requested leave is to care for a spouse, child, or parent with a serious health condition, the certification must state that the employee is needed to care for the person and the estimated amount of time that the employee will be needed to provide such care.

The EXFD may also require a second medical opinion paid for by the EXFD and made by an EXFD- selected health care provider. If the second opinion conflicts with the opinion

provided by the employee, the EXFD may request, at the EXFD's expense, a third opinion from another EXFD- selected health care provider. The third opinion will be considered final and binding.

The Fire Chief may, from time to time, request re-certifications to update the status of the employee or the family member's serious health condition and the employee's projected date of return to work. Medical certification forms for employees to provide to their health care provider may be obtained from the Administration office.

3.3.9.2 Reduced or Intermittent Leave. If an employee is requesting a reduced leave or intermittent work schedule, the medical certification must state that the reduced or intermittent schedule is medically necessary and for how long it may be necessary.

3.3.9.3 Upon Return to Work. The EXFD may request an employee upon returning from FMLA leave due to the employee's serious health condition provide the EXFD with certification from the employee's health care provider that the employee is able to resume work.

3.3.9.4 Active Duty or Call to Active Duty. The EXFD may request leave taken related to the employee's covered family member's active duty or call to Armed Forces duty be supported by certification issued at such time and in such manner as the United States Secretary of Labor may by regulation prescribe. If the Secretary issues a regulation requiring such certification, the employee shall provide, in a timely manner, a copy of such certification to the EXFD.

3.3.9.5 Injured or Ill Service member. For FMLA leave related to caring for an eligible covered service member, the employee shall provide the EXFD with certification from the attending health care provider within 15 days of the EXFD's request. The certification must include the following:

- i. Sufficient information to indicate the employee's spouse, son, daughter, parent or next of kin meets the definition of a "covered servicemember"

under the FMLA.

- ii. The probable duration of the condition.
- iii. The appropriate medical facts regarding the condition.

If an employee does not provide the requested certification in a timely manner, the EXFD may deny FMLA leave until the employee submits the necessary certification(s). Also, if an employee fails to provide the requested certification at the time an employee returns to work following a serious health condition affecting the employee, the EXFD may deny job restoration until the employee submits such certification.

3.3.10 Parental Leave

An employee is entitled to FMLA parental leave for the birth of a child, or the placement of a child for adoption or foster care. FMLA leave can begin at any time but must end within 12 months of the birth or placement. During the first 6 weeks after the birth or placement of a child, the employee can take unpaid leave or choose to utilize accrued sick leave or vacation leave. Sick leave can only be used according to the guidelines outlined in the sick leave section. Medical certification of disability will be required for sick leave usage of more than 6 weeks for normal childbirth or 8 weeks for cesarean childbirth. After 6 weeks, the employee must use accrued leave benefits before taking unpaid leave.

Under the Minnesota Parenting Leave Act, an employee may be entitled to 6 weeks of unpaid parental leave immediately following the birth or placement of a child, even if the employee is not eligible under FMLA. However, in most cases, FMLA leave and Minnesota Parenting Leave will run concurrently. To be eligible for Minnesota Parenting Leave, the employee must have worked a minimum of 1,040 hours for the EXFD in the 12 months prior to the leave. If sick leave is used due to disability from childbirth, this parental leave will begin following the use of sick leave (but no later than 6 weeks after the birth). Any vacation leave used will be counted towards the 6 weeks of Minnesota Parenting Leave.

3.3.11 Spouses Employed by the EXFD

Eligible spouses who are both employed by the EXFD are jointly entitled to a combined total of 12 weeks of family leave for the birth or placement of a child for adoption or foster care and to care for a parent who has a serious health condition. If spouses both work for the EXFD and each

wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks leave.

3.3.12 Failure to Return from FMLA Leave

Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of 12 weeks allowed under FMLA). If the 12 FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If approved, before unpaid leave begins the employee must use any accrued sick leave, compensatory time, or vacation leave (annual leave) that remains. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under state and federal law, in order to continue coverage.

If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the EXFD's approval.

If an employee fails to return from an FMLA leave and is determined to have voluntarily quit as described above, the EXFD may seek reimbursement from the employee for the portion of the insurance premiums paid by the EXFD on behalf of that employee during the period of leave.

3.4 Vacation Leave (Non-Member Employees)

All regular full-time employees shall be eligible for and accrue vacation time at their current rate of pay. Newly hired employees will accrue vacation during their probationary period, but it may only be used with Fire Chief approval. Vacation shall be earned in accordance with the following schedule, provided that the employee is on compensated payroll status or approved military leave:

Years of Continuous Completed Service	Vacation Days Earned per year
1 - 12 months	10.00
1 year but less than 5 years	12.00
5 years but less than 10 years	15.00
10 years but less than 15 years	18.00
15 years but less than 20 years	21.00
20 years but less than 23 years	22.00
23 years but less than 24 years	23.00

24 years but less than 25 years	24.00
25 years or more	25.00

Regular part-time employees shall earn vacation benefits in accordance with the above schedule on a pro-rated basis. The Fire Chief and/or Board may approve different vacation accrual rates or set a different number of vacation days in certain hiring situations.

When continuous length of service reaches a point entitling the employee to the next vacation rate, the new rate will commence on the first day of the pay period following the date of eligibility.

Vacation time will accrue to a maximum of 400 hours.

Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the conditions regulating the use of sick leave.

Upon termination, an employee shall be compensated for all accumulated unused vacation time, subject to applicable severance compensation as noted in this policy. Compensation shall be in a lump sum payment, at the employee's current rate of compensation. In the event of death of an employee, all earned vacation of the deceased shall be paid to the employee's beneficiary, otherwise to the estate of the deceased employee.

An employee who retires under the laws governing the Public Employee's Retirement Association of the State of Minnesota may, at the employee's option, receive a lump sum payment for accumulated vacation and severance compensation.

Creditable service for use in determining an employee's vacation accrual shall be only current continuous service, including all authorized paid leave and authorized leave without pay for military service. Unpaid leaves of absence, less than 30 days, will not affect the date used to determine vacation accrual.

3.5 Sick Leave (Non-Member Employees)

Sick leave shall be earned by regular full-time employees at the rate of 1 day for each full month of service. A person employed on a regular part-time basis, of at least 20 hours per week, shall accrue sick

leave prorated in accordance with the actual hours worked. Sick leave benefits, when authorized, shall be paid at the employee's base rate of pay.

EXFD members and intern employees shall not receive sick leave credit. Sick leave benefits shall only accrue when an employee is on compensated payroll status.

Unused, earned sick leave may be accumulated to a maximum of 800 hours. Sick leave in excess of 800 hours will be banked for use after the exhaustion of regular sick leave in the case of catastrophic illness. Banked sick leave is not eligible for severance compensation.

Sick leave may be authorized, upon application to the immediate supervisor, for the actual disability due to illness, maternity, injury, legal quarantine, dental or medical treatment necessitating the employee's absence or for serious illness in the employee's immediate family. Immediate family, for the purpose of this section, shall be defined as spouse, minor children, ward, parent, and siblings when living in the household of the employee. In instances of critical illness to a member of the family, who is either not a member of the immediate family or not living in the household, an appeal may be made to the Fire Chief to waive these requirements. Sick leave usage shall be subject to approval and verification by the Fire Chief who may require the employee to furnish a report from a health care provider attesting to the necessity of the leave, and other information the supervisor deems necessary.

To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of the scheduled shift for which the employee is requesting leave from. This notice may be waived if the supervisor determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. The Fire Chief may request employees submit a medical certificate from a health care provider for any absence more than 3 days.

A disabled employee who, because of extended illness or injury, has exhausted all compensated leave, including sick leave, vacation, compensatory time and personal leave may be granted a medical leave of absence without pay, in accordance with the provisions of the Family and Medical Leave Act.

The EXFD may require an employee who is absent from duty due to illness or injury to undergo a

medical evaluation and furnish a report from an appropriate medical authority, at the EXFD's expense, that will enable the Fire Chief to determine the employee's fitness for performance of assigned duties. When it is determined that the employee's absence from work is unnecessary, the Fire Chief may require the employee to either return to work or resign.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery are considered temporary disabilities and shall be treated as any other illness in connection with employment.

An employee who improperly claims sick leave shall be subject to disciplinary action, including loss of compensation and/or termination.

3.6 Funeral Leave (Non-Member Employees)

Regular full-time and part-time employees shall qualify for funeral leave as follows:

1. Leave with pay, not deducted from sick leave, up to a maximum of 5 days shall be granted upon the occasion of the death of a spouse or child; 3 days shall be granted upon the occasion of the death of the employee's immediate family. For purposes of this policy, immediate family includes ward, parents and siblings. Sick days may be granted for additional days.
2. An employee may utilize up to 3 days of sick leave when a death occurs outside the immediate family to the in-laws of the persons listed in item number one above.
3. An employee may utilize up to 3 days of sick leave if the employee can establish a relationship with the deceased similar to that of the immediate family. Such leave shall be granted at the discretion of the supervisor.
4. An employee may utilize 3 days of sick leave at the death of a grandparent, spouse's grandparent, or a grandchild.
5. One day of sick leave, per calendar year, may be utilized when a death occurs outside the immediate family, to include aunts, uncles, nieces, nephews, and godchildren.
6. Leave with pay, not deducted from sick leave, to a maximum of 3 hours shall be granted upon the death of a co-employee, subject to the needs of the EXFD as determined by the Fire Chief.

3.7 Funeral Leave (Members)

Paid-on-call firefighter (members) employees shall qualify for funeral leave as follows:

1. A maximum of fourteen (14) days of leave in the event of a death of a spouse, partner, parent, or child. While on funeral/bereavement leave, the member will not be credited or charged with any call, drill, or business meeting during the funeral/bereavement period.
2. A maximum of seven (7) days of leave in the event of a death of a brother, sister, mother-in-law, father-in-law, grandparent or grandchild. While on funeral/bereavement leave, the member will not be credited or charged with any call, drill, or business meeting during the bereavement period.
3. A member may utilize additional ESST days when a death occurs outside the immediate family or the areas described in number 1 and 2 above.
4. A member may be granted funeral/bereavement time if the member can establish a relationship with the deceased similar to that of the immediate family. Such leave shall be granted at the discretion of the supervisor.
5. Funeral leave shall be counted as the day of burial and the day or days preceding or following.
6. Funeral leave may be extended for members that are required to travel out of town for a funeral.

3.8 Personal Leave of Absence Without Pay (Non-Member Employees)

A leave of absence for personal reasons may be granted to an employee requesting such a leave in writing. The Fire Chief may approve a personal leave of absence for a maximum of 90 days. A leave in excess of 90 days shall require the approval of the Board. Such a leave shall not exceed 1 year, unless extended by mutual agreement of the Board and the employee. Upon return from an approved unpaid leave of absence, the employee will be offered the first available like or similar position. Vacation leave, compensatory time and floating holidays must be exhausted prior to approval of any unpaid personal leave.

Sick leave, vacation and seniority shall not accumulate during any unpaid leave of absence exceeding 10 days. Any accrued amounts of sick leave shall remain on the record at the inception of the leave and shall continue upon the return of the employee. Health insurance benefits shall cease at the end of the

month in which the leave begins and will resume on the first of the month following the return date. Subject to applicable law and insurance policy provisions, the employee has the right to maintain coverage, at the employee's expense, during the period of absence. Failure to comply with the dates established for the leave, or to request an extension from the Fire Chief and Board within 5 days prior to the expiration of the leave, shall constitute grounds for termination.

3.9 Personal Leave of Absence Without Pay (Members)

A leave of absence for personal reasons of up to 90 days may be granted to members with approval from the Fire Chief. An extension of the leave up to 90 days may be given upon approval of the Fire Chief. In no case shall any personal leave exceed 180 days. Any member unable to return after a 180-day leave shall be terminated. While on leave, such a member may be required to surrender all EXFD property and equipment to the Fire Chief or his /her designees for the duration of his/her leave. No EXFD functions shall be attended during said leave except social functions. Members on leave for a period of more than 90 days will forfeit rank, position, and committee involvement and must reapply for any leadership position or committee involvement upon return. Members need to make the appropriate arrangements with the Fire Chief to fulfill the duties of their position upon return. Members on leave of absence are exempt from emergency response and training percentages, and do not respond to calls. Members on a personal leave of absence do not accrue service time. All requests for leave must be submitted in writing with a specific starting date. The Excelsior Firefighters' Relief Association shall be notified of any member on a Leave of Absence.

3.10 Medical Leave (Off Duty) (Members)

Medical leave of absence (off duty) may be granted for a medical condition, injury or illness unrelated to firefighting duties. Members who are in need of a medical leave should notify the Fire Chief as soon as possible. Members will be required to provide appropriate verification from a health care provider within 2 weeks of requesting the leave. The maximum time for medical leave is 90 days. A medical leave may only be extended beyond 90 days with the approval of the Fire Chief. A review will be conducted at the end of the leave period by the Fire Chief and/or his/her designee to determine the advisability of continuing the medical leave. Additional documentation from a health care provider describing the need for extended medical leave shall be provided when requesting a medical leave extension. A member not able to return to active status at the end of 2 consecutive 90-day periods of a medical leave will be placed on inactive status for a time period not to exceed 12 months. A member on inactive status shall remain in

good standing. A member unable to return to active status after this 12-month period shall be terminated. The Excelsior Firefighters' Relief Association shall be notified of any member placed on inactive status.

Members will be required to provide a written release from their health care provider before being given approval to return to active duty. The EXFD may require evaluation by an EXFD physician regarding medical leave extensions, approval to return to duty, or determining the viability of returning to full firefighting duties. Members on medical leave will be notified in writing by the Fire Chief when they are approved to return to active duty.

Members on medical leave may attend EXFD functions (i.e. meetings, events, etc.) if it will not pose a health risk to other members or employees. All medical leave approvals must be in writing and kept in the member's medical file. Members on medical leave may be required to surrender EXFD property and equipment to the Fire Chief or his/her designee for the duration of the leave.

Members on medical leave are exempt from emergency response and training percentages, and do not respond to calls. Employees on medical leave (off duty) do not accrue service time. Employees returning from medical leave are responsible for meeting with the Fire Chief to make up any training required by law.

3.11 Medical Leave (Line of Duty) (Members)

Medical leave of absence (line of duty) may be granted for a medical condition, injury or illness related to firefighting duties. Members injured in the line of duty must report the injury to the supervisor in charge immediately. Supervisors will report the injury to the Fire Chief, who will work together to coordinate any necessary follow up actions.

The EXFD will require evaluation by an EXFD physician before a member is granted medical leave (line of duty). The maximum time for medical leave (line of duty) is 90 days. A medical leave may only be extended beyond 90 days with the approval of the Fire Chief. A member not able to return to active status at the end of 2 consecutive 90-day periods of medical leave will be placed on inactive status for a time period not to exceed 12 months. A member on inactive status shall remain in good standing. A member unable to return to active status after this 12-month period shall be terminated. The Excelsior Firefighters' Relief Association shall be notified of any member placed on inactive status.

Members will be required to provide a written release from their health care provider before being given approval to return to active duty. The EXFD will work in coordination with an EXFD physician regarding medical leave extensions, approval to return to duty, or determining the viability of returning to full firefighting duties. Members on medical leave will be notified in writing by the Fire Chief when they are approved to return to active duty.

Members on medical leave may attend EXFD functions (i.e. meetings, events, etc.) if it will not pose a health risk to the member or to other employees. All medical leave approvals must be in writing and kept in the member's personnel file. Members on medical leave may be required to surrender EXFD property and equipment to the Fire Chief or his/her designee for the duration of the leave.

Members on medical leave are exempt from emergency response and training percentages, and do not respond to calls. Members on medical leave (line of duty) accrue service time. Members returning from medical leave are responsible for meeting with the Fire Chief to make up any training required by law.

3.12 Light Duty

3.12.1 Policy

This policy is to establish guidelines for temporary assignment of work to temporary disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the Fire Chief on a case-by-case basis. This policy does not guarantee assignment to light duty. The Fire Chief reserves the right to determine when and if light duty work will be assigned.

With approval, employees may be placed on light duty assignment due to personal illness or injury for a period not to exceed 90 days. If after 90 days an employee is still unable to return to full duty status the employee may be evaluated by an EXFD physician. The Fire Chief may at that point extend light duty status or review other options with the employee. While a firefighter is on light duty assignment, he/she will be required to maintain all call, drill and meeting percentages. Employees on light duty assignment shall be assigned to tasks that will not exceed their work restrictions.

3.12.2 Procedure

An employee requesting light duty assignment shall submit in writing to the Fire Chief a request

to be placed on light duty assignment, the reason why he/she is unable to perform the essential functions, duties and requirements of his/her position, and a report from his/her physician. The physician's report shall contain information related to diagnosis, current treatment, expected duration of the temporary disability, and any work restrictions related to the temporary disability. The Fire Chief shall review restrictions with the employee and determine which duties he/she is able to perform. The Fire Chief may require a medical exam by an EXFD physician to verify the diagnosis, current treatment, expected length of the temporary disability, and work restrictions.

Examples of Light Duty assignments include but are not limited to:

- Communications room operations
- Data Entry
- Station maintenance (firefighters)
- Truck maintenance (firefighters)

Assignments that are appropriate shall be documented and necessary EXFD personnel shall be made aware of restrictions along with the duties the employees may perform. Any light duty assignment may be discontinued at any time. If an employee is requested to perform a restricted duty it is their responsibility to inform the individual of his/her restrictions. Employees must submit in writing to the Fire Chief a request to be reinstated to full duty status. A written release from the member's physician may be required to return to full duty status.

If light duty assignment is not feasible for the employee, they may be required to take a medical leave of absence or sick leave. If the EXFD offers a light duty assignment to an employee who is out on worker's compensation leave, the employee may be subject to penalties if he/she refuses such work. EXFD will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept light duty assignment.

3.13 Military Leave

State and federal laws provide protections and benefits to EXFD employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the EXFD as required by applicable law upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the 15 day paid leave of absence. Employees on extended unpaid military leave will receive 15 days paid leave of absence in each calendar year, not to exceed 5 years.

When possible, notice is to be provided to the EXFD at least 10 working days in advance of their requested leave. If an employee has not yet used his/her 15 days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond 15 days will follow the same procedures as for any employee on an unpaid leave of absence.

3.14 Jury Duty

Employees may participate in jury duty assignments. When a member is summoned to participate in jury duty the member shall notify the Fire Chief in writing and request to receive credit for jury duty. The member shall include dates and times of jury duty. Members will receive credit for all fire calls they are normally responsible for during the jury duty leave, but no pay will be awarded. A member shall keep any pay received for serving as a juror.

Non-member employees who are called to jury duty will be granted paid leaves of absence. Such employees must turn over any compensation he/she receives for jury duty, minus mileage reimbursement, to the EXFD in order to receive their regular wages for the period. The employee must notify the Fire Chief as soon as possible about the need for jury duty leave. Time spent on jury duty will

not be counted as time worked in computing overtime.

3.15 Court Time

An employee who represents the EXFD in court cases will receive full, regular EXFD pay, but must remit any additional payments received as a witness or expert to the EXFD. An employee representing the EXFD in court cases may submit related expenses, such as parking, for reimbursement subject to the EXFD's expense reimbursement policy contained herein.

An employee who is paid to serve as an expert witness in a case which is not related to EXFD business must take vacation leave for the time spent participating in the case.

3.16 Breaks

Every regular full-time and part-time employee, when working under conditions where a break period is practicable, shall be granted one 15-minute break period in each half of the employee's shift. Each 8-hour work period should, therefore, contain 2 breaks 15 minutes in length and one unpaid half-hour lunch break. Supervisors shall schedule break periods so as not to interfere with work requirements.

3.17 Holidays

The following calendar days and such other days as the Board may fix are paid holidays:

- New Year's Day
- Martin Luther King Day (3rd Monday in January)
- President Day (3rd Monday in February)
- Easter (Friday before or Monday after)
- Memorial Day (Last Monday in May)
- Juneteenth Day (June 19th)
- Fourth of July
- Labor Day (first Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11th or Friday/Monday if on weekend)
- Thanksgiving
- Day after Thanksgiving

- ½ day at Christmas Eve
- Christmas
- ½ day on New Year's Eve
- Floating holiday (1 per calendar year)

Except for ½ day holidays, if a holiday falls on a Saturday, the preceding Friday is taken off and if a holiday falls on a Sunday, the following Monday is taken off. All employees in regular full-time or part-time positions are entitled to time off with full pay on paid holidays. Regular part-time employees are eligible for pro-rated pay on paid holidays. Any non-salaried employee required to work on any EXFD observed holiday shall be paid at a rate of 1-1/2 for the time worked on such a holiday, in addition to their regular pay for those hours worked. If compensatory time is desired and authorized by the Fire Chief, an amount commensurate with the hours worked (in lieu thereof) shall be allowed.

Designated holidays that occur during an employee's approved and compensated leaves of absence or vacations shall not be charged to the employee's sick days or vacation time, but shall be recorded as a holiday. Employees shall not receive holiday pay for holidays occurring while on an unpaid leave of absence.

One floating holiday per calendar year may be taken by regular full-time and part-time employees subject to the authorization of the Fire Chief regarding scheduling. Floating holidays must be taken in whole day increments and must be used in the calendar year in which they are authorized. Floating holidays may not be carried over from year to year. If an employee leaves employment with the EXFD within the first 30 days of a calendar year, the employee forfeits his/her floating holiday.

3.18 School Activities/School Conference Leave

Any employee who has worked half time or more for more than 12 consecutive months may take unpaid leave for up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. The employee must give his or her supervisor sufficient notice of the intended absence. Vacation leave or compensatory time may be used to cover these absences.

3.19 Voting and Election Judge Leave

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the Fire Chief at least 10 days written notice.

All employees eligible to vote at a State General Election, at an election to fill a vacancy in the office of the United States Senator or Representative, or in a Presidential Primary, will be allowed time off with pay to vote during the morning of the election day. Employees wanting to take advantage of such leave are required to work with their supervisor to avoid coverage issues.

Section 4: INDIVIDUAL DEVELOPMENT

4.1 Performance Reviews

Performance reviews are designed for individual and organizational improvement. Performance reviews are designed to provide employees with feedback regarding their performance as it relates to specific work areas and competencies that have been identified as critical. It is also an opportunity to identify goals and development areas for employee in the upcoming year. Employees are to receive a performance review at least once per year.

4.2 Training and Development (Members)

In addition to department training requirements, employees are encouraged to seek outside training opportunities that will enhance their skills and knowledge as it relates to their position with the EXFD. Approved training will be paid for by the EXFD. Employees who do not complete* the approved training may be required to reimburse the EXFD. Employees will be paid their hourly rate for their attendance at outside training, up to a set maximum, as determined by the Battalion Chief of Training for each class and established before training begins.

*completion includes passing respective certification written and practical exams.

Section 5: EXCELSIOR FIRE DISTRICT POLICIES.

5.1 General Conduct

The EXFD has established general guidelines for employee behavior in an effort to protect its employees and the interests of the EXFD. The EXFD expects employees to:

- Display professional conduct in behavior, during performance of duties, in appearance, with communication, during public contact and with security of information.
- Project a positive image.
- Maintain personal and EXFD integrity.
- Represent the EXFD by being good, law-abiding citizens.
- Not use obscene, uncivil or boisterous language and/or improper conduct during the performance of duties.
- Carry out orders and direction from ranking officers to the best of their ability.
- Maintain confidentiality.
- Follow the policies and procedures of the EXFD.

Violation of any of the above may result in disciplinary action.

5.2 Acceptance of Gifts and Gratuities

Employees are prohibited from requesting or soliciting gifts or gratuities from an employee of the public or interested party. Employees may not accept unsolicited gifts or other gratuities from an employee of the public or interested party.

“Interested party” refers to a person or representative of a person or association who has a financial interest in a decision the employee is authorized to make. For example, an EXFD fire inspector may make decisions that require the hiring of a contractor. Therefore, a fire inspector cannot accept a gift from a contractor who obtains work related to fire inspections.

Following are instances when an employee may be allowed to accept an unsolicited gift:

- Services of insignificant monetary value.
- A plaque or similar memento recognizing individual services in a field of specialty or for a charitable cause.

- A trinket or memento of insignificant value.
- Food or beverage given at a reception, banquet meal, or meeting away from the workplace provided by an organization at which the employee appears to make a speech or answer questions as part of a program.
- Gifts given because of the employee's membership in a group, (in which a majority of group employees are not officials), and an equivalent gift is given to other group employees.
- Informational material of unexceptional value.

5.3 Alcohol and Other Drug Use

Employees are expected to safely and satisfactorily perform their job duties. All employees are subject to the EXFD's Drug and Alcohol Testing Policy which can be found in *2.10 Drug & Alcohol Testing Policy* in this Employee Handbook.

A member shall not respond to a call if the member has consumed more than two alcoholic beverages within 4 hours prior to a call or at the time of the call was noticeably impaired by alcohol within the 4 hours prior to the call. A member shall not drive any EXFD vehicle if any alcohol was consumed within 4 hours prior to a call. In addition to these requirements, members shall use their own discretion to determine if they are fit to respond to a call.

If the ranking officer on a call reasonably suspects that a member is under the influence of drugs or alcohol or is in violation this policy, the ranking officer shall request that the member not respond to the call or remain in an EXFD vehicle during the call if the member is already on the scene. The member shall be requested to report to the Fire Chief or other ranking officer for alcohol and drug testing pursuant to the EXFD Drug and Alcohol Testing Policy.

Employees who violate the EXFD's policy regarding alcohol and drug use will be subject to disciplinary action, and in some cases, legal prosecution. It is the responsibility of all employees to report violations of this policy to the Fire Chief and/or present ranking officer.

5.4 Confidential Information

During the course of duty, employees may have significant access to private and personal information. Employees must maintain the confidentiality of such information to protect the privacy of the subjects of

the information, and to maintain the public faith in the EXFD's commitment to preserving such confidences. Disclosure of confidential information can be made only in accordance with established EXFD policies and procedures as well as state and federal law. An employee who is unsure about the release of confidential information should see his or her reporting officer or the Fire Chief prior to releasing the information.

5.5 Conflicts of Interest

It is expected that all employees will exercise good judgment in avoiding outside activities or situations where conflicts of interest with EXFD business exist or could be perceived to exist. Following are some examples of situations where conflicts of interest might occur:

- If an employee's official capacity with the EXFD or with an outside organization may enable him or her to influence the placing of EXFD business which allows him or her to directly or indirectly gain something of value.
- If an employee accepts a paid or unpaid position elsewhere and performs an activity that interferes with the employee's duties or job performance at the EXFD.
- If an employee uses information not generally available to the public in the employee's private affairs which allows him or her to directly or indirectly gain something of value.
- If an employee's personal relationships may have inappropriate influence on business decisions.

5.6 Dress and Uniform

Employees are expected to dress in a professional manner appropriate for the performance of their duties. When appropriate, employees are required to wear clothing that is clean, not offensive and well maintained. Employees are required to observe good grooming and personal hygiene practices.

The EXFD has a detailed operating procedure related to member uniforms and gear. When responding directly to calls, members should make every effort to wear EXFD identifiable clothing. Turnout gear is required to be worn by all firefighters and drivers responding to all fire and personal injury calls. Rescue squads may respond to calls without turnout gear. Members directing traffic at calls are required to wear approved reflective clothing.

Employees should keep in mind that while wearing EXFD uniforms, or EXFD identifiable clothing, they are representing the EXFD to the public even if they are not on duty. Accordingly, it is his or her

responsibility to protect and uphold the reputation of the EXFD in his or her actions. Unless otherwise approved by the Fire Chief, EXFD uniforms and identifiable clothing shall not be worn to nightclubs or bars.

5.7 Driver's Licenses

Members of the EXFD are required to hold a valid State of Minnesota driver's license. Members must notify the Fire Chief of any suspensions, revocations, and/or actions taken which would affect the member's ability to maintain licensure or insurability. Loss of a driver's license will require a member to take a personal leave of absence. Members are required, upon request, to fill out and return a Motor Vehicle Record Information sheet to verify that the member has a valid driver's license. A member found without a valid driver's license will be notified and informed he or she is not to drive themselves or EXFD vehicles and that he or she may be subject to disciplinary action up to and including termination.

5.8 Expenses & Purchasing

5.8.1 Meals and Refreshments

EXFD may provide refreshments and/or meals, excluding alcohol, for employees at reasonable expense if an EXFD training or event takes place during meal hours, or if engaged in prolonged response activities (i.e. structure fire, severe weather standby, etc.)

5.8.2 Reimbursement of Employee Expenses

Employees are allowed to claim reimbursement of expenses (e.g. lodging, meals, and transportation) only when those expenses are:

- Incurred in the course of conducting EXFD business or attending approved conferences or training at off-site locations;
- Reasonable and necessary;
- Excludes alcohol;
- Supported by itemized receipts;
- Submitted for reimbursement on a Expense Reimbursement form within 30 days; and
- Approved by the Fire Chief.

Employees must pay expenses incurred by a spouse who is attending an approved conference

with the employee.

An employee who is required to use his or her personal automobile on EXFD business will be reimbursed at the rate currently permitted by the IRS for allowable travel expense purposes. Claims for mileage must include date of travel, purpose, and number of miles traveled. Members are not reimbursed for mileage accrued in response to a call.

Certain employees may be required to purchase supplies, materials, equipment, or services for EXFD business. Questions related to purchasing and reimbursement should be directed to the Fire Chief.

Approved costs and tuition related to member training will be paid by the EXFD. If a member does not successfully complete the training (see 4.2) or completes training and voluntarily or involuntarily ceases employment with the EXFD within 12 months of training paid for by the EXFD, the member may be required to reimburse the EXFD for all costs and tuition paid for on behalf of the member as requested by the Fire Chief.

All reimbursements, expenses and costs to members related to the Excelsior Firefighters' Relief Association shall be directed and paid for by the Relief Association pursuant to its policies.

5.9 Media Relations

The EXFD strives to provide the public with accurate and timely information, communicated in a professional manner and in accordance with the laws regarding public information and data practices. This section provides guidelines for employees who may have contact with the media while acting on behalf of the EXFD or while performing their job duties. The policy also spells out the guidelines for all external communications from the EXFD to various public audiences.

The following persons are authorized to speak or write on behalf of the EXFD:

- Fire Chief
- Other employees specifically approved by the Fire Chief.

All requests for media interviews or information are to be routed through the Fire Chief, with the exception of the following routine events:

- Calls to the main desk for routine information such as meeting times and locations, publicly available information, and other basic requests for information.

Employees are not allowed to release EXFD incident information (medical or fire) to any type of reporter, bystander, property owner, family, friends or other persons unless told to do so by the Fire Chief or ranking officer in charge. The Fire Chief or an employee's immediate supervising officer must be notified when a reporter or camera crew is on EXFD property.

All external publications must be reviewed by the Fire Chief prior to publication. This includes news releases, articles, newsletters, materials written by outside or contract writers, brochures, flyers, and handouts.

5.10 Personal Areas

Personal areas such as offices, lockers, workstations, and EXFD vehicles are the property of the EXFD. As such, the EXFD has the right to enter or inspect them without an employee's consent.

5.11 Facility and Equipment Usage

5.11.1 General Usage

- Employees are responsible for EXFD building security.
- Employees shall be responsible for damage to the facility and/or equipment caused by the employee or the employee's guests and shall pay for repair and/or replacement.
- The apparatus area, office area and lounge area shall be considered off limits to guests unless accompanied by an active firefighter.
- The facilities are to be left clean and orderly after use.
- Appropriate and respectful behavior is required by all employees and guests.
- All scheduling of the facilities shall be through the EXFD Administrative Specialist and the South Lake Minnetonka Police Department Community Services Supervisor.
- No alcoholic beverages are allowed in any EXFD building. An exception to this would be an EXFD function as approved by the Fire Chief, such as the Annual Dance.
- The Fire Chief reserves the right to further limit or restrict activities and/or access in any of the below listed areas and equipment.

5.11.2 Apparatus Area

The use of the Apparatus Area by firefighters for performing maintenance on and washing EXFD or personal vehicles is permitted with the following restrictions:

- Access to fire equipment is not to be compromised.
- No overnight parking of personal vehicles or equipment, or storage of personal equipment or repair items is allowed without Fire Chief's approval.
- The area is to be left clean and orderly and all by-products are to be removed.
- EXFD apparatus may only be moved by active firefighters.
- Radio or TV volumes in the area are to be limited so as not to disrupt meetings or operations.

5.11.3 Communications Room

- During a call, only employees performing job-related tasks are to be in this area.
- Turnout gear should be limited in this area.
- Radio and TV volumes are to be limited so as not to disrupt calls, meetings, or operations.
- Employee mailboxes should be checked regularly and should be kept orderly.
 - Mailboxes are not storage or filing locations.

5.11.4 Office Areas

- Only people performing job-related tasks are to be in this area.
- No turnout gear is allowed in the Office Area, unless otherwise authorized.
- Office areas shall be maintained in a clean and orderly fashion.
- Radio and TV volumes are to be limited so as not to disrupt meetings or operations.

5.11.5 Lounge Area

- There will be no overnight stays without the Fire Chief's approval.
- Personal radio and TV volumes are to be limited so as not to interrupt any meetings or operations.

5.11.6 Exercise Room

- Employees and significant others approved by an EXFD chief officer are eligible users.
- All users must sign a waiver before being allowed to use the exercise room.
- No children under the age of 15 may use the equipment in this room. Children ages 15-18 must have adult supervision.
- Water/athletic beverages may be consumed while on the equipment, but no food or other beverages.
- Equipment and the area shall be clean and orderly following use.

5.11.7 Multi-purpose Room

- Employees, significant others, and children are eligible users.

5.11.8 Fire Department Equipment Usage

No employee shall remove any EXFD equipment for personal use from the EXFD without authorization from an officer. Any unauthorized use shall result in disciplinary action. Tools located in EXFD truck toolboxes are not for personal use.

5.12 Property Damage

Any employee who damages EXFD property or discovers damage to EXFD property must immediately report it to his or her reporting officer or the Fire Chief.

5.13 Political Activity

As an individual, an employee may express his or her opinion on political issues and candidates, and otherwise participate in public affairs when not discharging official duties during off work hours.

Political activity must not impair the neutral and efficient performance of official duties.

The following activities are prohibited for employees:

- Soliciting or receiving political funds during work hours.
- Using their authority or official influence to compel another employee to 1) apply for employment or become an employee of any political organization, 2) pay or promise to pay a political assessment, subscription, or contribution, or 3) take part in a political activity.

- Using EXFD employment to influence, interfere with, or affect an election campaign or the results of an election.

No employee may engage in personal political activity while on EXFD time or while discharging EXFD responsibilities. No employee may act in a manner that suggests that the EXFD either supports a particular candidate or political issue or endorses the personal political opinions of the employee.

Use of EXFD vehicles, facilities, equipment, or other resources while engaging in political activities is strictly prohibited, unless EXFD resources are available to the public at large for use in connection with political activities (e.g., a meeting room reserved by a particular group).

Employees should recognize that their actions may reflect on the EXFD and should make every effort, without restricting and consistent with their right to engage in political activity, to protect and retain the political neutrality of the EXFD.

5.14 Respectful Behavior

5.14.1 Policy

It is the policy of the EXFD to promote a positive and respectful workplace and public service environment that is free from harassment, violence, discrimination, and other offensive behavior. Maintaining a respectful workplace is a responsibility shared by all employees.

No employee of the EXFD shall engage in violent, discriminatory or offensive behavior towards another employee. Any employee found to have acted in violation of this policy may be subject discipline up to and including termination.

5.14.2 Types of Prohibited Behavior

Harassment: Verbal or physical conduct that is threatening or hostile toward an individual because of his or her race, creed, color, religion, gender, national origin, marital status, status with regard to public assistance, disability, age, membership on a local human rights commission, or sexual orientation.

Discrimination: Inappropriate remarks, conduct, or employment decisions that are made based on a person's race, creed, color, religion, sex, national origin, marital status, status

with regard to public assistance, disability, age, membership on a local human rights commission, or sexual orientation.

Violent Behavior: The use of authority, physical force, threats of force, or intimidation to cause fear or harm.

Offensive Behavior: Unwelcome work-related actions such as angry outbursts, inappropriate jokes, name-calling, or using disrespectful language.

Any employee who feels he or she has been subjected to harassment, discrimination, violent behavior or offensive behavior is encouraged to report it immediately.

Any supervisor or reporting officer who receives a complaint that falls under this policy must report it to the Fire Chief. Any employee who intentionally makes a false complaint will be subject to discipline, up to and including termination.

5.15 Harassment Prevention

5.15.1 Policy

It is the policy of the EXFD that harassment on the basis of protected classifications (race, creed, color, religion, sex, national origin, marital status, status with regard to public assistance, disability, age, membership on a local human rights commission, and sexual orientation), including sexual harassment, is prohibited.

Such harassment creates an offensive working environment, decreases productivity, adversely affects positive working relationships, increases costs to the EXFD, and violates the law. This policy deals specifically with harassment that violates the law. It is important to remember that even though specific behavior may not rise to the level of a violation of law, it may still be inappropriate behavior for the workplace.

No employee or member of the EXFD may engage in verbal or physical conduct that is threatening or hostile toward an individual because of the person's race, creed, color, religion, gender, national origin, marital status, status with regard to public assistance, disability, age,

membership on a local human rights commission, or sexual orientation if the conduct:

- Has the purpose or effect of unreasonably interfering with the person's work performance; or
- Otherwise adversely affects that person's employment opportunities.

5.15.2 Policy Guidelines

The following are examples of harassment. Please note these are not the only examples. If you have a question about whether conduct is permissible under this policy, you should discuss it with your supervisor or the Fire Chief.

Epithets, slurs, negative stereotypes, or intimidating or hostile acts or words that relate to the person's race, creed, color, religion, sex, national origin, marital status, status with regard to public assistance, disability, age, membership on a local human rights commission, or sexual orientation; and

Written or graphic material that is threatening or hostile to the person, that is posted or circulated on EXFD property, and that relates to that person's race, creed, color, religion, sex, national origin, marital status, status with regard to public assistance, disability, age, membership on a local human rights commission, or sexual orientation.

One form of harassment is sexual harassment. Sexual harassment is defined as:

- Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's obtaining employment or continuing employment; or
- Making submission to or rejection of such conduct the basis for employment decisions affecting an employee; or
- Creating an intimidating, hostile, or offensive working environment or otherwise substantially interfering with an individual's employment by such conduct; or
- Retaliating against an employee for complaining about such conduct.

If you have questions about whether conduct is permissible under this policy, you should discuss it with your supervisor or the Fire Chief.

5.15.3 Complaints Related to Harassment

An employee who believes he or she has been subject to harassment prohibited by this policy should report the incident immediately to your supervisor or the Fire Chief.

Any supervisor who receives a complaint of a violation of this policy or who has reason to believe that such behavior is occurring, must report these concerns to the Fire Chief or EXFD Attorney. If a complaint regarding a violation of this policy relates to the employee's supervisor the complaint shall be reported to the Fire Chief. If a complaint regarding a violation of this policy relates to the Fire Chief, the complaint shall be directed to the Board.

The employee making the complaint will be asked to put the facts relating to the offensive conduct or communication in writing. Thereafter, the investigation may include interviews with the employee making the charges, the accused, and appropriate witnesses, depending upon the individual circumstances of the matter.

Determination of whether harassment occurred will be made on a case-by-case basis, depending upon the circumstances of the matter, including the type of harassment alleged, the context in which the alleged acts or statements occurred, and any other facts deemed relevant. The employee making the complaint will be advised of the final disposition of the matter.

5.15.4 Penalties for Harassment

A violation of this policy may be grounds for immediate discipline, up to and including termination, or other appropriate action. Discipline, if any, will be determined on a case-by-case basis, after a review of relevant information.

Retaliation against any person who complains, reports, or participates in an investigation of harassment is strictly prohibited, and may be grounds for immediate discipline, up to and including termination.

Anyone who makes a false complaint or anyone who gives false information during an investigation could be subject to immediate disciplinary action up to and including termination.

Any questions regarding your obligations and those of others under this policy should be directed to the Fire Chief.

5.16 Safety and Security

The safety of EXFD employees is of utmost concern. All employees have a responsibility to help maintain the safety and security of co-workers, customers, facilities and property. Employees should immediately contact his or her reporting officer or the police if they observe anything that could pose a threat to the safety or security of employees, customers, facilities, or property.

It is the responsibility of each employee to:

- Understand and follow all rules and safety standards.
- Know the safe and proper use of any tool or piece of equipment before it is used.
- Operate all tools and equipment in a safe and careful manner.
- Comply with state law and wear seat belts whenever driving or riding in EXFD vehicles or personal vehicles while performing EXFD business or responding to calls.
- Follow all traffic laws even when responding to calls for service in personal vehicles.
- Employees must report all accidents and injuries to their reporting officer immediately, no matter how small or insignificant the injury appears to be. Failure to make timely reports may jeopardize benefits should the injury later prove to be more serious.

Employees should be vigilant in looking for any potentially hazardous conditions or unsafe practices and immediately reporting these conditions to their reporting officer.

5.17 Identification Cards

The EXFD issues a photo identification card to all employees. These cards are for the use of the assigned employee only and cannot be transferred or loaned to someone else. To maintain security, lost or stolen cards must be immediately reported to the Fire Chief. Employees may be charged for lost cards.

Members will be issued two photo identification cards. One photo identification card should be kept with the member at all times and the other photo identification card should be kept in the member's locker area and with the member's gear.

Any misuse of identification cards is subject to disciplinary action including and up to termination. Identification cards are property of the EXFD and must be returned upon termination of employment or at the request of management.

5.18 Non-public Areas

All work areas controlled by card access or security code are for employees only. Guests of the employees or the general public must be invited and accompanied by an employee to be admitted to these areas. Employees are responsible for the individuals they bring into secure areas.

Employees should exercise caution when dealing with angry or hostile individuals on EXFD property. Do not invite angry or hostile individuals into non-public areas. If an individual makes threatening comments or displays other erratic behavior, notify the police immediately.

5.19 Weapons

Possession or use of dangerous weapons, including handguns and firearms, by EXFD employees, employees, and volunteers is prohibited on EXFD property; in EXFD vehicles; while driving or riding as a passenger in a personal vehicle or any types of mass transit on EXFD business; working off-site on behalf of the EXFD; performing emergency or on-call work after normal business hours and on weekends; working at private residences or businesses on behalf of the EXFD, and attending training or conferences on behalf of the EXFD.

Exceptions to this policy are as follows:

- Employees may possess firearms in EXFD-owned parking areas if the employee holds a valid permit (providing one is required) and if the firearm and any ammunition is secured within an attended personal vehicle or concealed from view within a locked, unattended personal vehicle while the employee is working on EXFD property. However, firearms may NOT be carried by the employee during the course of EXFD business or in the employee's personal vehicle while it is being used in the course of EXFD business.
- This policy does not apply to an employee who is showing or transferring the weapon or firearm to law enforcement officers as part of an investigation.

EXFD employees should not allow members of the public carrying weapons into non-public areas. Although the EXFD cannot prohibit members of the public from possessing a handgun on public

property, appropriate precautions can be taken. Following are instances when employees should contact the Police Department immediately by calling 9-1-1:

- An individual uses a handgun, firearm or weapon in a manner that would cause a reasonable person to feel threatened (for example, the individual is recklessly handling a handgun or pointing the gun at someone).
- An individual displays a handgun or firearm or makes comments about a weapon, handgun or firearm in a manner that would cause a reasonable person to feel threatened.

5.20 Smoking and Tobacco Use

Smoking and tobacco use are prohibited in EXFD facilities or on EXFD property except in authorized outdoor areas as permitted by the Minnesota Clean Indoor Air Act. Smoking and tobacco use are prohibited in and on all EXFD apparatus, all emergency scenes, and while training.

5.21 Use of EXFD Vehicles

Use of EXFD-owned vehicles is restricted to EXFD business and incidental uses which occur in the course of EXFD business.

No employee may operate an EXFD-owned vehicle without a valid driver's license. Employees are expected to obey all traffic laws and to operate the vehicle in a manner that reduces the likelihood of damage to the vehicle or injury to self or others.

Fire Chief approval is required before an employee is allowed to take home an EXFD-owned vehicle. This approval will be granted only in order to facilitate EXFD operations.

5.22 Technology

5.22.1 Purpose

The EXFD provides employees with technology to assist them with their job responsibilities. The purpose of this policy is to establish guidelines for employee use of all EXFD technology including but not limited to computers, voicemail, e-mail, the internet, and other information systems. This policy applies to all employee use of EXFD technology including use on and off EXFD property. The goal of this policy is to avoid inappropriate use of EXFD technology and to maintain appropriate security to protect EXFD data and equipment.

5.22.2 Policy

All EXFD technology systems are the property of the EXFD. This includes, but is not limited to, all hardware, software, programs, applications, templates, internal and external e-mail messages, facsimile (fax) messages, data, data files, and voicemail messages developed or stored on EXFD-owned, leased, or rented technology systems. The EXFD reserves the right to access, retrieve, and read any data, messages, or files stored on EXFD technology and the right to disclose any data, messages, or files without prior consent. Use of EXFD technology is not private. This includes but is not limited to use of internal and external e-mail and use of the internet. Use of passwords does not make data, messages, or files private. Passwords must be disclosed to supervisors upon request and may be bypassed by the EXFD. By using EXFD technology, employees consent to any monitoring of technology that may take place.

5.22.3 Guidelines

Copying software and programs - most computer software and programs are copyrighted.

Software may only be used according to the software license agreement. Any questions about the appropriate use of software should be directed to the Fire Chief.

Backing up/deleting files - the EXFD backs up all data stored on the file server daily. Any files regularly used in conducting EXFD business should be stored on the file server to ensure daily backup.

Security/computers on network - Electronic information is a significant asset to the EXFD. Activities that interfere with or disrupt network users, services, or equipment, including mass distribution of advertising or messages, intentional distribution of viruses, or seeking unauthorized access to other machines on the network is prohibited. Employees must follow these guidelines:

- Users are responsible for protecting passwords against unauthorized use. Users must change passwords on a regular basis (6 months).
- Users must log off at the end of each workday.

Installing/downloading programs onto EXFD computers - all software must be approved and may only be installed and/or downloaded by approved EXFD staff or contractors. Certain

programs may be made available to end users for installation from a central location on the EXFD network. To protect the EXFD's network and employees' PC performance, the following files or programs should not be used or downloaded:

- Video or audio files, including but not limited to “.mp3”, “.wav”, “.mpg”, “.avi”.
- Live or “Real” audio or video sources including all broadcast radio or television.
- Executable (.exe) files or programs

E-mail/electronic record - the EXFD's e-mail system is provided to conduct EXFD business. The system is not to be used for personal gain or to support or advocate for non-EXFD related business or purposes. The EXFD may act to block incoming e-mail messages, if necessary, to protect the operation of the EXFD e-mail system or to protect staff from harassing or offensive messages.

Checking out equipment - When employees check out portable equipment such as laptop computers, they are expected to provide appropriate “common sense” protection against theft, accidental breakage, environmental damage, and other risks. Desktop computers and attached devices are not to be removed from EXFD buildings.

Inappropriate use of EXFD technology - EXFD technology is to be used primarily for business purposes, except as allowed for personal use in the last section of this policy. Employees and members should not use EXFD technology for any purpose that would reflect negatively on the EXFD. The following lists examples of inappropriate use that may result in disciplinary action. If an employee does not know whether a particular use would be allowed under this policy, he or she should check with his or her supervisor or the Fire Chief.

- Displaying, printing, or transmitting material that contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material.
- Displaying, printing, or transmitting material that violates EXFD policy prohibiting harassment.
- Using the EXFD's computer system or software or allowing other to use it for personal profit, commercial product advertisement, or partisan political purposes.

Responsibility to notify - Employees should notify their supervisor or the Fire Chief upon learning of violations of this policy.

Supervisors Responsibility – The Fire Chief and supervisors are responsible for ensuring the appropriate use of computers, e-mail, and internet access through training, supervising, coaching, and taking disciplinary action where necessary.

Official Records - All data that is composed, transmitted, or received on EXFD owned, leased, or rented technology including internal and external e-mail is considered to be part of the official records of the EXFD and therefore is subject to disclosure as appropriate under state and federal laws (e.g. Minnesota Government Data Practices Act.) Most documents will be considered public records unless classified otherwise by state or federal law. However, employees must use the same caution in releasing information on EXFD technology systems as they do when releasing hard copies of information. Information must not be released unless it has been verified that it is public information. The Fire Chief or EXFD attorney may be contacted with questions regarding the classification of public and private information.

Caution should be used when sending confidential or sensitive information through email - e-mail and other electronic documents must be saved in accordance with the EXFD's records retention schedule if they are required for ongoing legal, fiscal, administrative, operational research purposes. These records should be printed and properly filed for storage according to the EXFD's records retention schedule. Any e-mail that is not considered an EXFD record may be deleted immediately. If you have any questions about records retention, contact the Fire Chief.

Personal use of technology - The EXFD offers employees the privilege of personal use of its technology on an occasional basis. This section of the policy is not intended to allow an employee to use EXFD technology to run a business, conduct a political campaign, or to promote social or religious causes or any other ongoing, large-scale use. Personal use of EXFD technology is not private. Personal use of EXFD technology must comply with all regulations relating to the use of EXFD technology. Personal use is limited by the following guidelines:

- Only EXFD authorized software may be used unless approved by the Fire Chief.
- The personal use must be on personal time and must not interfere with EXFD business.

- Employees must use their own virus-scanned storage media. No personal files or data are to be stored on EXFD equipment.
- Employees must use the computer and printers to print originals only, not multiple copies.
- Only EXFD employees, not children or family members, may use the technology.

Appendix A: Disciplinary Documentation Form

Employee: Date of Incident:
Time of Incident:
Supervisor:
Witnesses:
Type of Violation

Attendance Behavior Safety Work Quality Other Description of the Incident

SOP Impacts

Review / Actions Taken

Type of Discipline

Verbal Written Suspension Termination

Supervisor Signature: Date:

Position Description

Excelsior Fire District – Fire Chief

Position Summary:

The full-time paid Fire Chief is responsible for planning for the Excelsior Fire District's (District) long- and short-term needs, directing personnel, District management, working with other intergovernmental entities and community members, emergency response, and supervising the fire prevention and inspection programs. The Chief is also responsible to the Excelsior Fire District Board (Board) with regard to day-to-day operations, administration of District affairs, and financial oversight.

Supervision:

The Fire Chief works under the general guidance and direction of the Board along with the assistance of the Operating Committee in accordance with provisions of the Excelsior Fire District's Joint Powers Agreement.

The Fire Chief performs all personnel management functions and supervises all full-time, part-time, paid on call, and volunteer personnel of the District.

Duties:

Planning

- Recognize and understand the characteristics of a combination fire department with a strong paid on-call component.
- Establish and work with committees to assist with various functions of the District.
- Formulate programs or policies to alleviate service deficiencies.
- Plan, coordinate, supervise, and evaluate fire, rescue, and EMS operations including, but not limited to:
 - Daily administrative duties
 - Fire ground safety
 - Pre-planning of businesses and multi-unit dwellings (4 or more units)
 - Code enforcement and inspections
 - Public fire safety and life safety skills training programs
 - Fire prevention and investigation programs
- Establish policies and procedures for emergency response and day to day operation of the Fire District, while implementing policy directives from the Fire Board.
- Keep informed of current trends in the field, as necessary.

Management

- Respond to emergencies as required by the Board while on duty and during off hours when available. The Fire Chief may also direct activities at the scene of major emergencies if required.

- Act as the staff resource in supporting the activities of the Board. Attend and participate in all meetings of the Board and Operating Committee or appoint a substitute in his/her absence.
- Oversee fire investigations where a significant injury or dollar loss has occurred. Interview witnesses and gather information, generate reports, field notes, and floor plans, etc. as necessary. Communicate with insurance company officials and coordinate investigations with state and federal agencies. Testify in court as an expert witness for the District if necessary.
- Ensure District records, data base and all necessary reports, letters, notices, etc. are completed and maintained.
- Review, modify, write, and maintain Standard Operating Guidelines.
-
- **Intergovernmental / Community Relationships**
- Maintain positive relationships with local, county, and state officials, and neighboring public safety departments.
- Provide annual updates to the city councils of the member cities of the EFD Joint Powers Agreement.
- Coordinate mutual fire and emergency protection plans with surrounding municipalities while also working with disaster preparedness directors in planning for and implementing disaster response activities.
- Attend community events and participate in public relations activities.
- Serve as an Ex-Officio member on the Excelsior Fire District Relief Association's board of directors.
- Field questions from the public and maintain effective working relationships with member cities staff, building inspectors, and business owners as required.
- Build and maintain positive relationships with civic groups; Chamber, Rotary, etc.

Human Resource / Supervision

- Responsible for all human resource management functions and implement programs to maintain excellence in Fire and EMS personnel. Responds to grievances and is responsible for the discipline and professional conduct and behavior of personnel.
- Assist in planning, coordinating, supervision and evaluation, while also participating in the training of District personnel to safely and professionally carry out the functions of the District.
- Develop and implement an employee development program for the District, and formally evaluate officer and firefighter performance.

Financial

- Prepare and present an annual report to the Board. Put together monthly reports on activities of the District for the Operating Committee and Board.
- Prepare and administer an annual budget and capital equipment plan with assistance from the officers. Approve purchase requisitions.

Qualifications:

- Associates or bachelor's degree in Fire Science Technology, Public or Business Administration or equivalent. (Five years of fire service management experience beyond seven years may be substituted for a degree.)
- Seven to ten years of fire department experience with increasingly responsible command experience – Fire Chief experience preferred. Experience in a paid on-call and duty crew staffing model is also preferred.
- Water safety and water and ice rescue experience is preferred.
- Must live or be willing to relocate to live within 15 minutes of Excelsior Fire District Station 1 or 2.
- Minnesota State certified Firefighter I & II, and EMT-B.
- Valid Minnesota driver's license (or ability to acquire).
- Ability to meet physical standards established for employees of the District.
- Familiar with the Minnesota Fire Code.

Desired Knowledge, Skills and Abilities:

- Oral and written communication skills to effectively interact with the Board, personnel, governing bodies, other agencies and the general public to promote the District's mission and the public's safety.
- Incident Command and Hazardous Materials knowledge and experience.
- Fire training instructor experience.
- Knowledge of and demonstrated ability in general principles of organizational management.
- Effective leadership and management principles and practices.
- Practical knowledge and experience in fire prevention programs.
- Fire Marshal or Fire Inspector experience and a strong working knowledge of plan review and fire protection systems and their components.
- Knowledge of the latest edition of the International Fire Code along with state and local fire codes.
- Principles and practices of budgeting (operating and capital), communication, contracting, human resources, basic computer competencies, public relations, project management, outreach, performance standards, telecommunications, records management, data practices, and resources to achieve outcomes and expectations.
- Ability to develop and maintain excellent labor/management relations. Ability to cultivate ideas and/or suggestions from employees at all levels of the organization within the District in order to establish trust and enhance communication on an on-going basis.
- Create a culture that is able to select, recruit, retain, develop and motivate a skilled and talented workforce where all employees know their mission, role, job; clearly communicates goals and objectives in order to create an organization that delivers

excellent customer service through ethical leadership standards and establishes an atmosphere of respect for employees.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Work is performed in the office, vehicles, and outdoor settings in all types of weather conditions, including temperature extremes at all times of the day or night. Work is often performed in emergency and stressful situations. Individuals are exposed to hazards associated with fighting fires, executing rescues, and rendering emergency medical assistance including smoke, noxious odors, fumes, chemicals, solvents, oils and pathogens.

The employee occasionally works near moving mechanical parts and in high, precarious places and is often exposed to wet and/or humid conditions, fumes and airborne particles, toxic or caustic chemicals, and risk of electrical shock and vibration.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of the job, the employee is frequently required to sit, talk or listen, stand, walk, manipulate, handle, or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, crawl and taste or smell.

The employee must frequently lift and/ or move up to 10 pounds and occasionally lift and or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

This email follows our Teams meeting on Monday, December 22 and my request for investigation related data. Based on our discussion, when you return to the office next week, please send me the following preliminary information:

1. For the period January 1, 2022 to December 23, 2025, please provide the following:

- a. Relief association emails, minutes, text messages, digital recordings and other data confirming and discussing when the Relief Association agreed that you, [REDACTED] and any other fulltime employee can join the relief association.
- b. First Due database records showing all of the duty shifts for which you, [REDACTED] and other fulltime staff allowed to join the relief association worked, the per shift compensation received, and a printout showing the additional monthly and annual compensated earned for duty shift work.
- c. Copies of all "yellow sheets" that you and [REDACTED] submitted for "other" work performed and a printout showing the additional monthly and annual compensation received for that work.
- d. Printouts of the annual compensation earned by you and [REDACTED].
- e. All notes and emails documenting your notice to any Excelsior Fire Board member and the Board regarding the additional compensation earned by you and [REDACTED].
- f. Copies of the budgets you submitted to the Excelsior Fire Board that show the additional compensation discussed above and emails, meeting notes and other data showing when and how you notified the Board of the additional compensation earned.

3. Please send me all communications between you, Fire District personnel, Council members, and vendor McQueen regarding the increased costs of a new fire engine.

Thank you in advance for your work on this information request. Happy holidays to you and yours!

Michelle

Michelle M. Soldo



Excelsior Fire District

24100 Smithtown Road
Shorewood, MN. 55331

EFD Board Chair and Vice Chair Records

	<u>City</u>	<u>Chair</u>	<u>City</u>	<u>Vice Chair</u>
2027				
2026				
2025	Shorewood	Dustin Maddy	<u>Greenwood Jennifer Gallagher</u>	
2024	Shorewood	Dustin Maddy	Tonka Bay	Tim Connelly
2023	Excelsior	Lou Dierking	Shorewood	Dustin Maddy
2022	Excelsior	Lou Dierking	Shorewood	Patrick Johnson
2021	Greenwood	Tom Fletcher	Excelsior	Lou Dierking
2020	Tonka Bay	Adam Jennings	Shorewood	Jennifer Labadie
2019	Tonka Bay	Adam Jennings	Shorewood	Jennifer Labadie
2018	Deephaven	Steve Erickson	Tonka Bay	Adam Jennings
2017	Deephaven	Steve Erickson	Tonka Bay	Adam Jennings
2016	Greenwood	Tom Fletcher	Shorewood	Deb Siakel
2015	Greenwood	Tom Fletcher	Shorewood	Deb Siakel
2014	Excelsior	Greg Miller	Greenwood	Tom Fletcher
2013	Excelsior	Greg Miller	Greenwood	Tom Fletcher
2012	Shorewood	Scott Zerby	Excelsior	Greg Miller
2011	Tonka Bay	Gerry DeLavega	Excelsior	Wendy Berghorst
2010	Deephaven	Kim Crockett	Tonka Bay	Gerry DeLavega
2009	Deephaven	Kim Crockett	Tonka Bay	Gerry DeLavega
2008	Deephaven	Kim Crockett	Greenwood	Doug Hill
2007	Excelsior	Heidi Viesturs	Deephaven	Kim Crockett
2006	Excelsior	Heidi Viesturs	Greenwood	Matt Saunders

Excelsior Fire Relief

March 25, 2021 Minutes

- 1) Call to Order – Kuhnly (zoom), Christopher, Glodoski, Fletcher (zoom), Mackey, Green, Saba, Dostal.
- 2) Approval of the Consent Agenda
 - a. Minutes from 2/11/2021
 - b. Bills:
 - i. General Fund: Brian Kuhnly Aid Committee - \$335.61
 - ii. Special Fund: Abdo – 2020 1099 Filing - \$550.00

Aid Committee: Appreciation to David Hoo and Peggy Cox, purchased gift cards for \$150 each for their retirement from the board. 2 books of stamps and some thank you notes.

Motion to Approve by Glodoski; Second by Green; Approved by Kuhnly, Fletcher, Mackey, Green, Glodoski, Dostal, Saba and Christopher.

3) Treasurer's Financial Report – February

Special Fund end of February balance: \$7,665,527 (153% funded at new pension rate) asset allocation is all within range; General fund end of February balance: \$79,518 (2-\$10,000 cd's). Special Fund continues to be strong. No questions.

Motion to Approve by Green; Second by Dostal; Approved by Kuhnly, Fletcher, Mackey, Green, Glodoski, Dostal, Saba and Christopher.

4) New Business

- a. New Member Welcoming
 - b. Fire Board Preparation
 - c. Aid Committee Policy
 - d. Special Meeting Timing
 - e. Community for the Commons Donation - \$250
- a) Welcomed new members Saba and Dostal to first meeting, and Green and Glodoski in their new positions. Also introduced Fletcher and Young and explained their roles.
 - b) Christopher will be presenting the pension raise increases and the other bylaw changes to the Fire Board in May. Don't expect hiccups. We'll put together a packet to present to the board. All our welcome to attend.
 - c) Sandy to take over Peggy Cox's role on the Aid Committee. Lee encouraged Sandy to review the policy and possibly update. Maynards gift cards distributed to Firkus and McCarthy families per Kuhnly. Kuhnly also agrees that changes needed to update policy (i.e.: dollar amounts on gift cards). Christopher suggested guidelines should be created for distribution of new award plaques.

- d) Christopher explained relief board meeting calendar, times and types of meetings. All future meetings are at 6 pm.
- e) Green – Community for the Commons is a fund raiser for the rehabilitation of the Excelsior Commons. Purchase a brick with the Excelsior Relief Association name for \$250 and receive a donation match. Mike Heiland approached us about purchasing a brick. We must decide by the end of the month to receive the match. Motion to approve Kuhnly, Second by Green. Approved by Kuhnly, Fletcher, Mackey, Green, Glodoski, Dostal, Saba and Christopher. Green to finalize wording on brick and make purchase.

5) Propositions for Membership / Request for Benefit Payment

- a. 3 Propositions for Members – Rademacher, Michels and Mackey.
- b. Nikolov accepted at annual meeting

Question from Glodoski regarding Mackey's membership - Does accepting the chief into membership follow the rules/bylaws. Christopher replies that it does follow the rules according to the state as long as the chief separates the responsibilities of each job (paid on call and chief) and completes all paid-on call requirements (duty crews). And Mackey added that each position is paid separately, similar to Kelly Ringate.

Motion to Approve/accept by Dostal; Second by Saba; Approved by Kuhnly, Fletcher, Green, Glodoski, Dostal, Saba and Christopher. Mackey abstained.

Accrued liabilities will be adjusted for the new members per Kuhnly.

6) Old Business

- a. Fargo Bank account updated, Hoo off, Green on, per Kuhnly.
- b. Still waiting on the finalized audit. Stodler's final payment can't be paid until the audit is finalized. When finalized he will be paid his remaining pension payment. Also, the \$3,000 supplementary benefit check has been received. Per Kuhnly.
- c. Discussion on changing our banking from Wells Fargo to perhaps Bridgewater Bank.
- d. New Boat status – Still waiting on a finalized price, approximately \$80,000 to \$100,000, with or without motor? Bringing the boat in Lake Minnetonka soon for test drives per Mackey. Fletcher commented that the Fire Board might be able to float a loan to the Relief Association. The proposed plan would be for the Relief to purchase the entire boat, motor and trailer package, spread out over 3-5 years, approved by a member vote, per Christopher. Fletcher emphasized that we must test the boat to assure that it will fit our needs and perform well on Lake Minnetonka.
- e. Discussion on this year's fund raiser to be included in next month's meeting.
- f. Ellegard – vote will be postponed until boat decision is finalized.

7) Adjourn – Lee Christopher

Excelsior Fire Relief

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Michelle

Michelle M. Soldo

1/1/2022 - 12/31/2022			
Shift	QTY	Rate	Total
WDO	44	\$ 60.00	\$ 2,640.00
WEO	15	\$ 80.00	\$ 1,200.00
AM	264	\$ 14.07	\$ 3,714.48
WDC		\$ 14.07	\$ -
DO		\$ 3.75	\$ -
			\$ 7,554.48 TOTAL

1/1/2023 - 12/31/2023			
Shift	QTY	Rate	Total
WDO	66	\$ 80.00	\$ 5,280.00
WEO	18	\$ 100.00	\$ 1,800.00
AM	252	\$ 16.00	\$ 4,032.00
WDC	116	\$ 16.00	\$ 1,856.00
DO	15.5	\$ 4.17	\$ 64.58
			\$ 13,032.58 TOTAL

1/1/2024-12/31/2024			
Shift	QTY	Rate	Total
WDO	51	\$ 80.00	\$ 4,080.00
WEO	23	\$ 100.00	\$ 2,300.00
AM	208.25	\$ 18.00	\$ 3,748.50
WDC	120	\$ 18.00	\$ 2,160.00
DO	16	\$ 4.17	\$ 66.67
			\$ 12,355.17 TOTAL

1/1/2025 - 12/23/2025			
Shift	QTY	Rate	Total
WDO	45	\$ 80.00	\$ 3,600.00
WEO	7	\$ 100.00	\$ 700.00
AM	158	\$ 20.00	\$ 3,160.00
WDC	117	\$ 20.00	\$ 2,340.00
DO	47	\$ 4.17	\$ 195.83
			\$ 9,995.83 TOTAL

Mackey

1/1/2022 - 12/31/2022			
Shift	QTY	Rate	Total
WDO	44	\$ 60.00	\$ 2,640.00
WEO	15	\$ 80.00	\$ 1,200.00
AM	264	\$ 14.07	\$ 3,714.48
WDC		\$ 14.07	\$ -
DO		\$ 3.75	\$ -
			\$ 7,554.48 TOTAL

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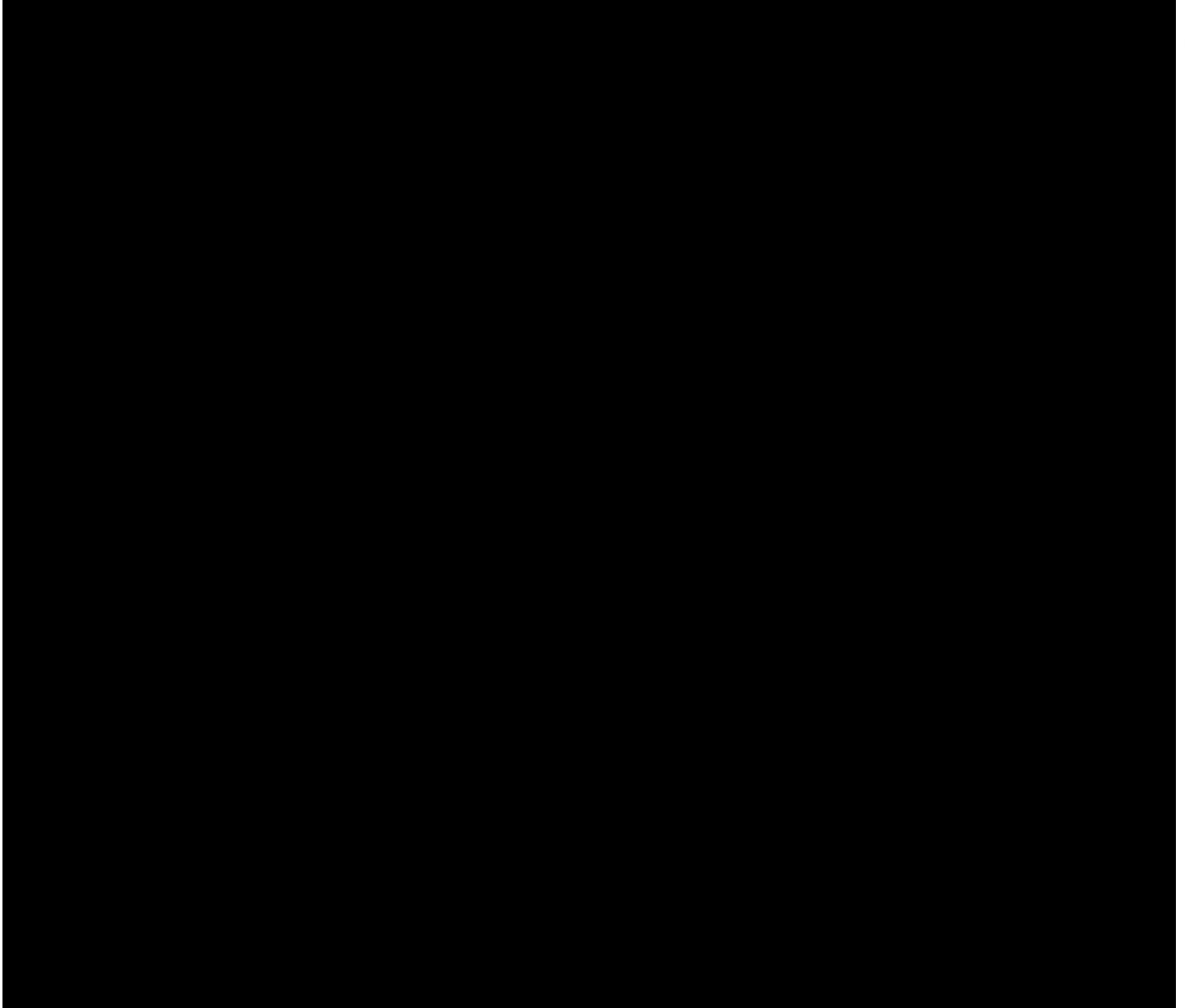
Excelsior Fire District

Payroll summary by employee report

From Jan 01, 2022 to Dec 31, 2022 for Mackey, Curtis from all locations

Payroll	Total	Mackey, Curtis
Hours	2080h	2080h
Holiday Pay	112h	112h
Vacation Pay	112h	112h
Salary	1856h	1856h
Gross	\$133,599.18	\$133,599.18
Holiday Pay	\$6,225.12	\$6,225.12
Vacation Pay	\$6,225.16	\$6,225.16
Salary	\$103,159.66	\$103,159.66
Duty Crew Overnight-WEEKEND	\$1,200.00	\$1,200.00
Exceptional Pay	\$6,030.03	\$6,030.03
Duty Officer	\$45.00	\$45.00
Duty Crew Overnight	\$2,760.00	\$2,760.00
DC Overnight Holiday	\$120.00	\$120.00
DC Overnight Weekend - HOLIDAY	\$314.18	\$314.18
Reimbursement	\$7,520.03	\$7,520.03
Pretax deductions		
Adjusted gross		
Other pay	\$4,000.00	\$4,000.00
Company HSA Contribution	\$4,000.00	\$4,000.00
Employee taxes & deductions		
Employee taxes		
Federal Income Tax		
Social Security		
Medicare		
MN Income Tax		
Aftertax deductions		
Net pay		
Employer taxes & contributions	\$29,516.63	\$29,516.63
Employer taxes	\$9,053.59	\$9,053.59
Social Security Employer	\$7,337.55	\$7,337.55
Medicare Employer	\$1,716.04	\$1,716.04
Contributions	\$20,463.04	\$20,463.04
PERA	\$20,463.04	\$20,463.04
Total payroll cost	\$167,115.81	\$167,115.81

Payroll summary by employee report



PAYROLL JOURNAL

0056 1112-1315 Excelsior Fire District

(Requested Period End Dates 01/01/23 - 12/31/23)

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
**** 50 BIWEEKLY Mackey, Curtis 125	Regular		M840.0000				
	Calls Made		42.0000	672.00			
	Duty Crew		126.0000	2,016.00			
	Duty Crew Over Wknd			500.00			
	Duty Crew Overnight			1,920.00			
	Exempt Holiday			233.44			
	Fire Wages			74,468.63			
	Salary						
	Exceptional Pay			500.00			
	Holiday		M72.0000				
	Sick		M16.0000				
	Vacation		M24.0000				
	PERA ER-Memo					M13,223.86	
	Reimbursement					5,556.19	
	EMPLOYEE TOTAL		1,120.0000	80,310.07		5,556.19	
**** 100 MONTHLY Mackey, Curtis 125	Duty Crew Over Wknd			380.00			
	Duty Crew Overnight			1,160.00			
	Exempt Holiday			2,101.00			
	Exempt Vacation			1,400.67			
	Fire Wages			19,842.76			
	Salary		M340.0000				
	Holiday		36.0000				
	Vacation		M24.0000				
	PERA ER-Memo					M4,131.95	
	Reimbursement					3,090.63	
	EMPLOYEE TOTAL		400.0000	24,884.43		3,090.63	
	Other Items: (Do not increase Net Pay.)						
	HSA ER Family					2,000.00	
	HSA ER Family						
	Regular		M304.0000				
	Calls Made		38.0000	608.00			
	Duty Crew		187.0000	2,992.00			
	Duty Crew Over Wknd			1,000.00			
	Duty Crew Overnight			2,640.00			
	Fire Wages			23,344.40			
	Salary						
	Special Events		12.5000	200.00			
	Holiday		M8.0000				
	Vacation		M88.0000				
	PERA ER-Memo					M4,132.49	
	EMPLOYEE TOTAL		637.5000	30,784.40			
COMPANY TOTALS 1 Person(s) 76 Transaction(s)	Regular		1,144.0000				
	Calls Made		80.0000	1,280.00			
	Duty Crew		313.0000	5,008.00			
	Duty Crew Over Wknd			1,880.00			
	Duty Crew Overnight			5,720.00			
	Exempt Holiday			2,334.44			
	Exempt Vacation			1,400.67			
	EMPLOYEE TOTAL						

(Requested Period End Dates 01/01/23 - 12/31/23)

NET PAY ALLOCATIONS

DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS
Fire Wages		340,0000	117,655:79	21,488:30
Salary		12,5000		8,646:82
Special Events			200:00	
Exceptional Pay		116,0000	500:00	
Holiday		16,0000		
Sick		136,0000		
Vacation				
PERA ER-Memo				
Reimbursement				
THIS PERIOD TOTAL		2,157,5000	135,978:90	8,646:82
<i>Other Items: (Do not increase Net Pay.)</i>				
HSA ER Family				2,000:00
HSA ER Family				
TOTAL				
Paychex Flex® Perks but is not included in the Paychex Flex® Perks total amount as it is collected separately				

Employer Liabilities

Social Security	3,808;52
Social Security	-3,317;02
Medicare	1,857;57

TOTAL EMPLOYER LIABILITY	2,349.07
TOTAL TAX LIABILITY	

****FinFit is a component of Paychex Flex® Perks but is not included in the Paychex Flex® Perks total amount; as it is collected separately.**

(IC) = Independent Contractor

PAYROLL JOURNAL

0056 1112-1315 Excelsior Fire District

(Requested Check Dates 01/01/23 - 12/31/23)

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS REIMB & OTHER PAYMENTS			

PAYROLL JOURNAL

0056 1112-1315 Excelsior Fire District

(Requested Check Dates 01/01/24 - 12/31/24)

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS REIMB & OTHER PAYMENTS			
**** 50 BIWEEKLY Mackey, Curtis 125	Calls Made		52,5000	921.00			
	Duty Crew		183,2500	3,230.50			
	Duty Crew Over Wknd			1,100.00			
	Duty Crew Overnight			2,400.00			
	Exempt Holiday		M108,0000	6,618.16			
	Exempt Sick		M8,0000	490.23			
	Exempt Vacation		M8,0000	490.23			
	Fire Wages		M1,556,0000	95,350.60			
	Special Events		6,0000	108.00			
	DC Overnight Holiday			160.00			
	PERA ER-Memo			M18,221.98			
	EMPLOYEE TOTAL		1,921,7500	110,868.72			
**** 100 MONTHLY Mackey, Curtis 125	Calls Made		42,0000	756.00			
	DC Overnight Wkd-Hol			200.00			
	Duty Crew		166,0000	2,988.00			
	Duty Crew Over Wknd			1,300.00			
	Duty Crew Overnight			2,080.00			
	Exempt Holiday		M8,0000	490.23			
	Exempt Sick		M8,0000	490.23			
	Exempt Vacation		M24,0000	1,470.70			
	Fire Wages		M360,0000	22,060.53			
	Special Events		21,0000	378.00			
	PERA ER-Memo			M4,338.55			
	EMPLOYEE TOTAL		629,0000	32,213.69			
COMPANY TOTALS 1 Person(s) 38 Transaction(s)	Calls Made		94,5000	1,677.00			
	DC Overnight Wkd-Hol			200.00			
	Duty Crew		349,2500	6,218.50			
	Duty Crew Over Wknd			2,400.00			
	Duty Crew Overnight			4,480.00			
	Exempt Holiday		116,0000	7,108.39			
	Exempt Sick		16,0000	980.46			
	Exempt Vacation		32,0000	1,960.93			
	Fire Wages		1,916,0000	117,411.13			
	Special Events		27,0000	486.00			
	DC Overnight Holiday			160.00			
	PERA ER-Memo			22,560.53			
	THIS PERIOD TOTAL		2,550,7500	143,082.41			
	Employer Liabilities						
	Social Security			847.58			
	Medicare			2,046.31			
	TOTAL EMPLOYER LIABILITY			2,893.89			
	TOTAL TAX LIABILITY						

**FinFit is a component of Paychex Flex® Perks but is not included in the Paychex Flex® Perks total amount as it is collected separately.

(IC) = Independent Contractor

PAYROLL JOURNAL

0056 1112-1315 Excelsior Fire District

(Requested Check Dates 01/01/24 - 12/31/24)

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS REIMB & OTHER PAYMENTS			

100

(Requested Check Dates 01/01/24 - 12/31/24)

[REDACTED]

(Requested Check Dates 01/01/25 - 12/31/25)

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
**** 50 BIWEEKLY Mackey, Curtis 125	Calls Made Duty Crew Duty Crew Over Wknd Duty Crew Overnight Exempt Holiday Exempt Vacation Fire Wages PERA ER-Memo EMPLOYEE TOTAL	 M72:0000 M120:0000 M1,568:0000	33:0000 116:0000 1,909:0000	660:00 2,320:00 100:00 1,760:00 4,632:74 7,721:21 100,890:21 118,084:16	M20,044.20		
**** 100 MONTHLY Mackey, Curtis 125	Calls Made Duty Crew Duty Crew Over Wknd Duty Crew Overnight Exempt Holiday Exempt Vacation Fire Wages DC Overnight Holiday Exceptional Pay PERA ER-Memo EMPLOYEE TOTAL	 M40:0000 M16:0000 M264:0000	37:0000 166:0000 523:0000	732:00 3,288:00 600:00 2,000:00 2,500:20 1,029:49 16,815:05 160:00 500:00 27,624:74	M3,601.02		
COMPANY TOTALS 1 Person(s) 38 Transaction(s)	Calls Made Duty Crew Duty Crew Over Wknd Duty Crew Overnight Exempt Holiday Exempt Vacation Fire Wages DC Overnight Holiday Exceptional Pay PERA ER-Memo THIS PERIOD TOTAL	 112:0000 136:0000 1,832:0000	70:0000 282:0000 2,432:0000	1,392:00 5,608:00 700:00 3,760:00 7,132:94 8,750:70 117,705:26 160:00 500:00 145,708:90	23,645.22		
					Employer Liabilities Social Security 717:96 Medicare 2,105:02 TOTAL EMPLOYER LIABILITY 2,822:98 TOTAL TAX LIABILITY		
(IC) = Independent Contractor							

(Requested Check Dates 01/01/25 - 12/31/25)

Date		Time		Location		Weather		Observations	
1998-01-01		08:00		100m		Clear		No birds seen	
1998-01-01		09:00		100m		Clear		No birds seen	
1998-01-01		10:00		100m		Clear		No birds seen	
1998-01-01		11:00		100m		Clear		No birds seen	
1998-01-01		12:00		100m		Clear		No birds seen	
1998-01-01		13:00		100m		Clear		No birds seen	
1998-01-01		14:00		100m		Clear		No birds seen	
1998-01-01		15:00		100m		Clear		No birds seen	
1998-01-01		16:00		100m		Clear		No birds seen	
1998-01-01		17:00		100m		Clear		No birds seen	
1998-01-01		18:00		100m		Clear		No birds seen	
1998-01-01		19:00		100m		Clear		No birds seen	
1998-01-01		20:00		100m		Clear		No birds seen	
1998-01-01		21:00		100m		Clear		No birds seen	
1998-01-01		22:00		100m		Clear		No birds seen	
1998-01-01		23:00		100m		Clear		No birds seen	
1998-01-02		00:00		100m		Clear		No birds seen	
1998-01-02		01:00		100m		Clear		No birds seen	
1998-01-02		02:00		100m		Clear		No birds seen	
1998-01-02		03:00		100m		Clear		No birds seen	
1998-01-02		04:00		100m		Clear		No birds seen	
1998-01-02		05:00		100m		Clear		No birds seen	
1998-01-02		06:00		100m		Clear		No birds seen	
1998-01-02		07:00		100m		Clear		No birds seen	
1998-01-02		08:00		100m		Clear		No birds seen	
1998-01-02		09:00		100m		Clear		No birds seen	
1998-01-02		10:00		100m		Clear		No birds seen	
1998-01-02		11:00		100m		Clear			

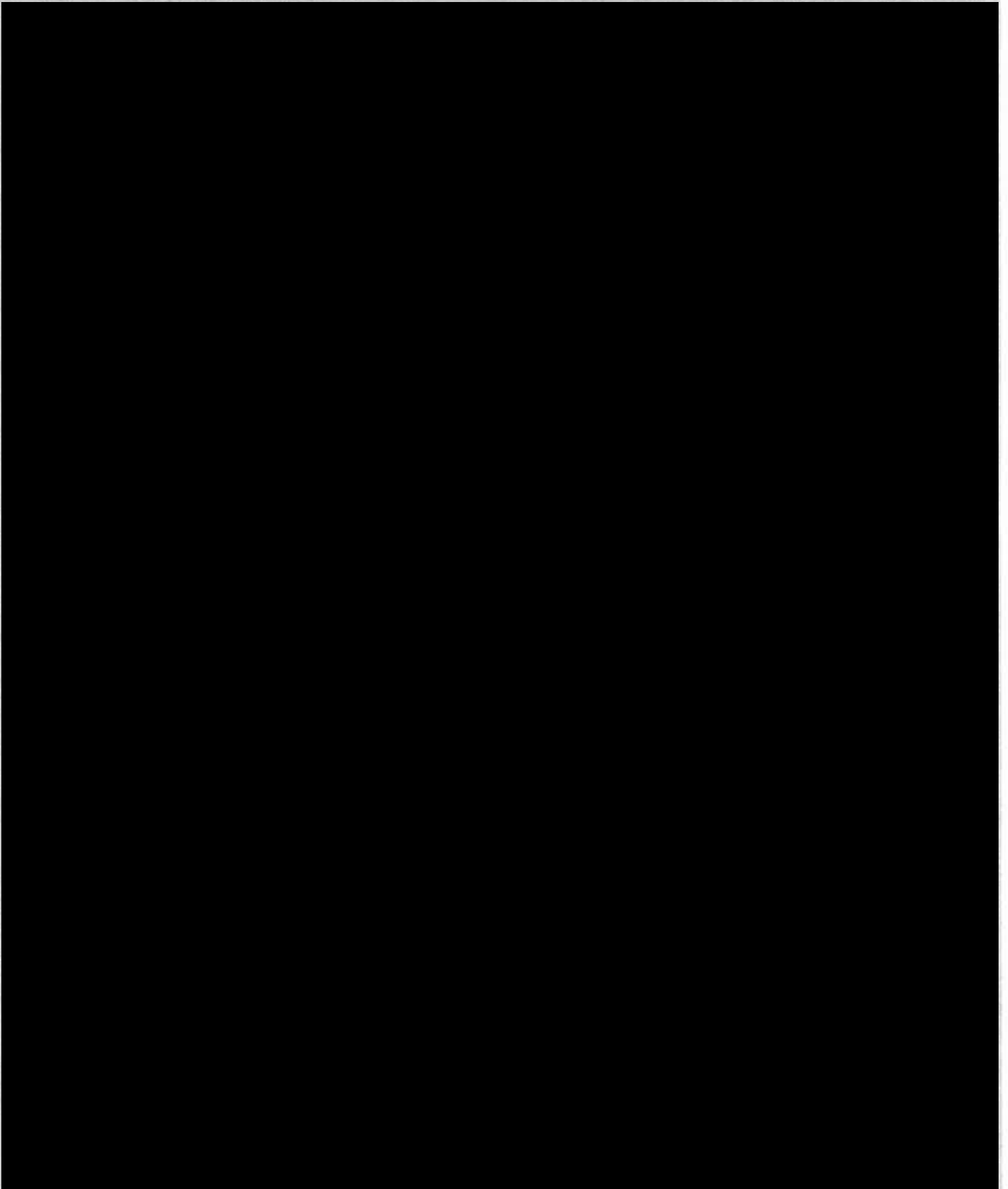
PAYROLL JOURNAL

0056 1112-1315 Excelsior Fire District

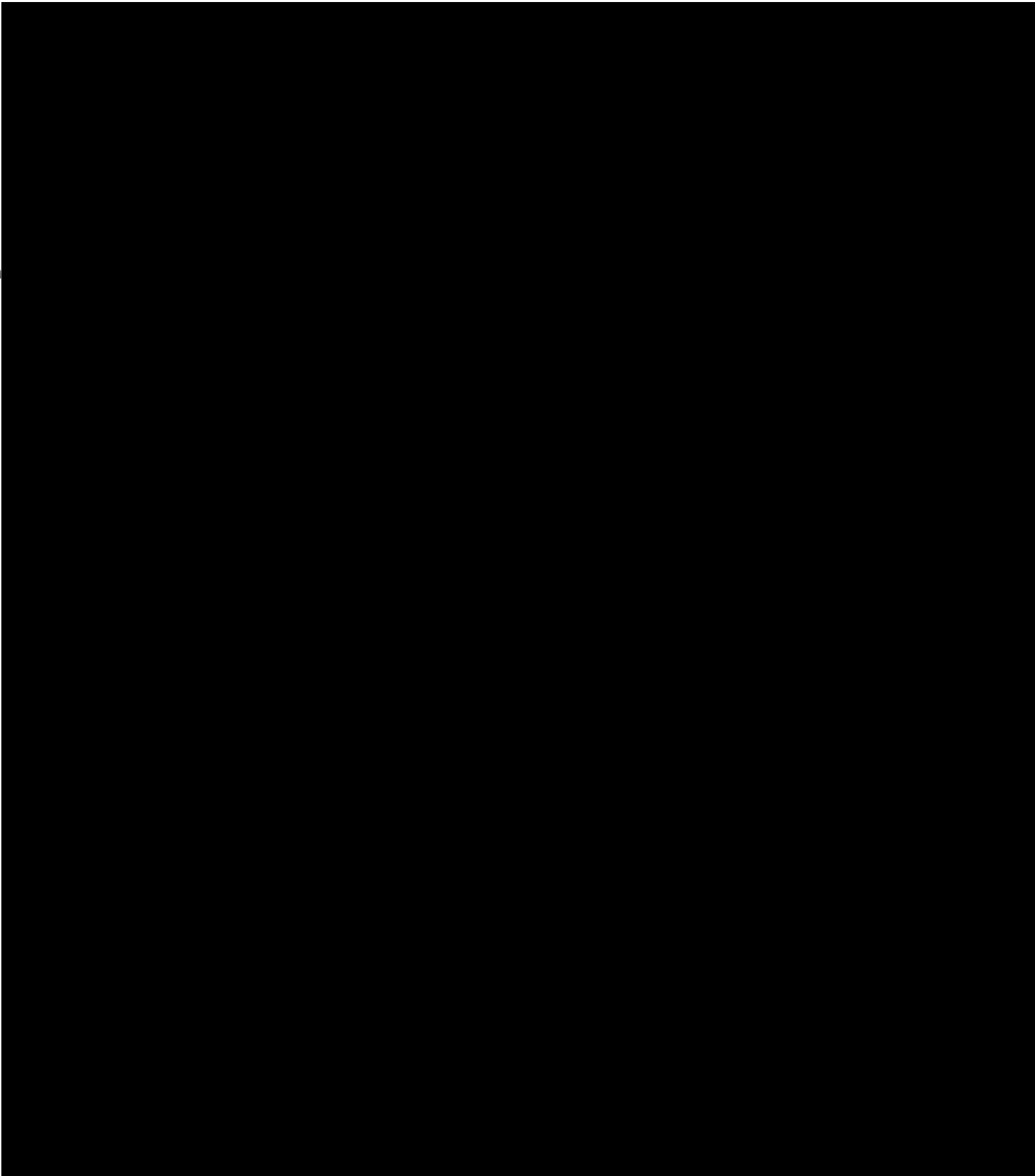
(Requested Check Dates 01/01/25 - 12/31/25)

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS REIMB & OTHER PAYMENTS			
(IC) = Independent Contractor							

Excelsior Fire District Monthly Timesheet



Excelsior Fire District
24100 Smithtown Rd
Shorewood MN 55331



EXCELSIOR FIRE DISTRICT CALL INFORMATION

Page 223 of 473

Time card

EXCELSIOR FIRE DISTRICT CALL INFORMATION

CALL#	DATE	DAY	NAME	CALL DESCRIPTION
INCIDENT ADDRESS: APARTMENT OR SUITE #: OTHER PERTINENT INFO:				
CALL TIME:			CANCELLED BEFORE IN SERVICE:	
APPARATUS	ENGINEER	IN	SCENE	APPA
Chief One				Tanker
Duty Officer				Rescue
Marshal/Inspector				Rescue
Utility 13				Rescue
Ladder 11				Utility
Engine 11				Utility 12 / 21
Engine 21				Marine 1
Engine 22				Boat 12 / 21
TOTAL HOURS:		BACK IN SERVICE TIME:		
X	FIREFIGHTER	TRK	HRS	X
				FIREFIGHTER
				Mackey, Curt
				Chief 1 202
				NP
TOTAL RESPONDERS: Station 1 Station 2 Reserves				

24 Aug
Thurs Nite
Attendance
for
Event
- Hawks

EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Excelsior MN 55331

1112-1315
ORG1:100 Monthly
EE ID: 103 DD

Payrolls by Paychex, Inc.

Paychex, Inc.

EXCELSIOR FIRE DISTRICT CALL INFORMATION

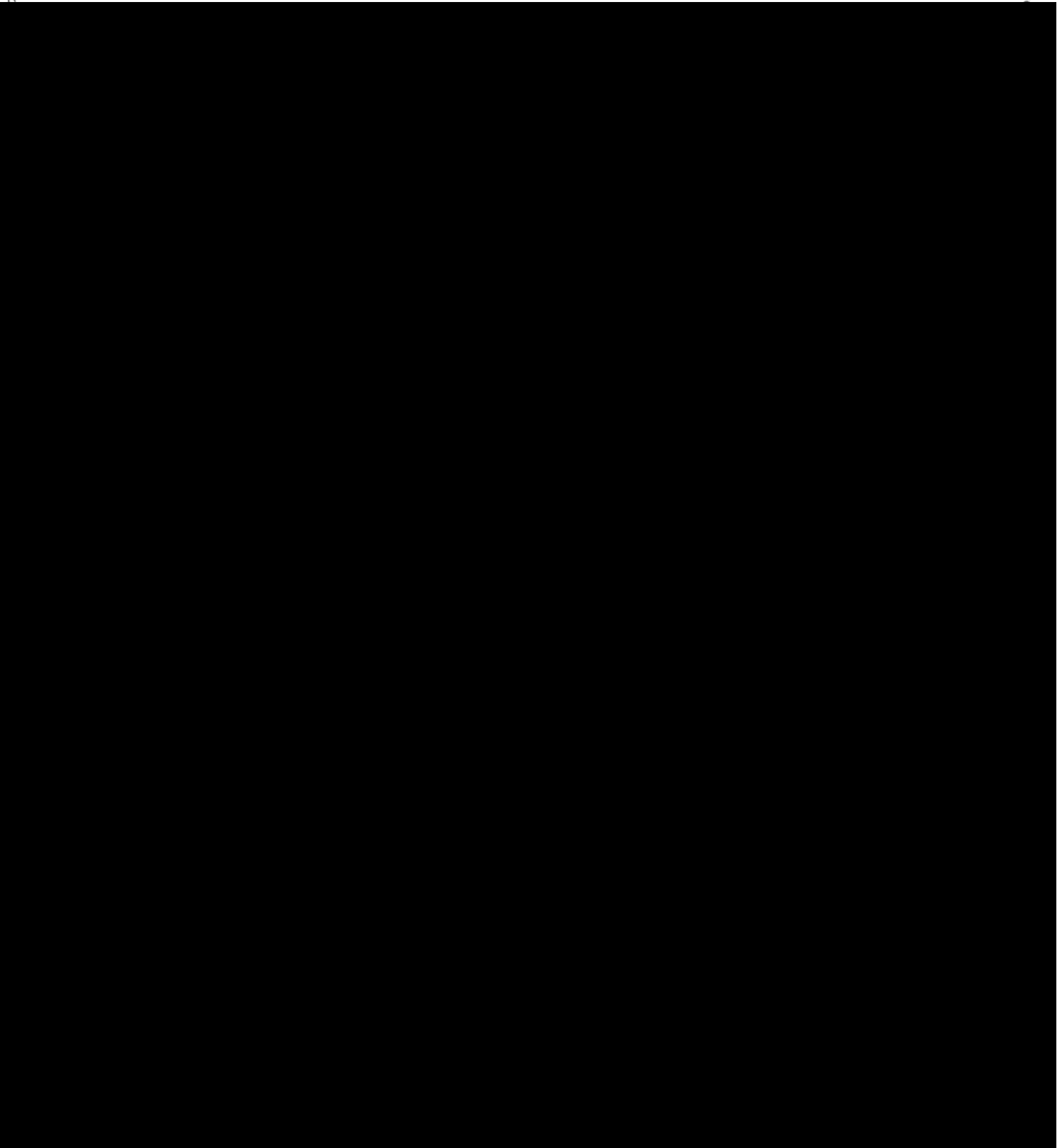
CALL#	DATE	DAY	NAME	CALL DESCRIPTION
	10/5/23	Thursday		
INCIDENT ADDRESS: Fire Prevention Open APARTMENT OR SUITE #: House & Safety Fair OTHER PERTINENT INFO:			TYPE OF CALL: ☐ CRASH / P.I. ☐ FIRE RELATED ☐ WEATHER RELATED ☐ MEDICAL ☐ MUTUAL AID ☐ HAZMAT ☐ OTHER:	CITY: ☐ DEEPHAVEN ☐ EXCELSIOR ☐ GREENWOOD ☐ SHOREWOOD ☐ TONKA BAY
CALL TIME:		CANCELLED BEFORE IN SERVICE:		STATION: ONE TWO ALL DUTY DUTY CREW
APPARATUS	ENGINEER	IN	SCENE	
Chief One				Tanker 11
Duty Officer				Rescue 11
Marshal/Inspector				Rescue 12
Utility 13				Rescue 21
Ladder 11				Utility 11
Engine 11				Utility 12 / 21
Engine 21				Marine 1
Engine 22				Boat 12 / 21
TOTAL HOURS:		BACK IN SERVICE TIME:		
X	FIREFIGHTER	TRK	HRS	
		X	FIREFIGHTER	TRK HRS
			Mackey, Curt	Chief 1 202
OFFICER:		TOTAL RESPONDERS: Station 1 Station 2 Reserves		

EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

1112-1315
ORG1:100 Monthly
EE ID: 103 DD

Payroll by Paychex, Inc.

Paychex, Inc.



CALL#	DATE	DAY	NAME	CALL DESCRIPTION
			Minnetonka	Stand-By crew

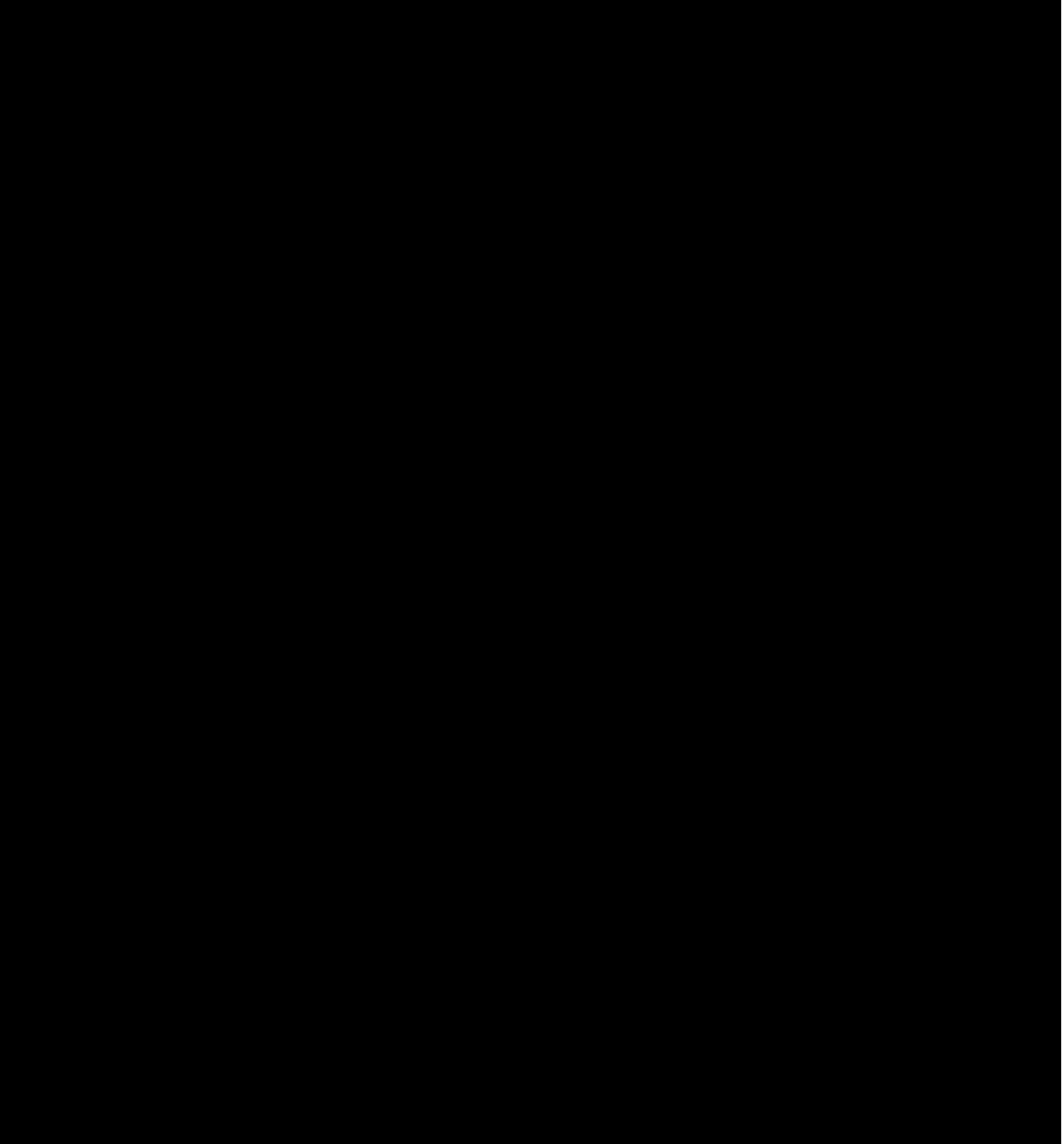
Page 228 of 473

EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

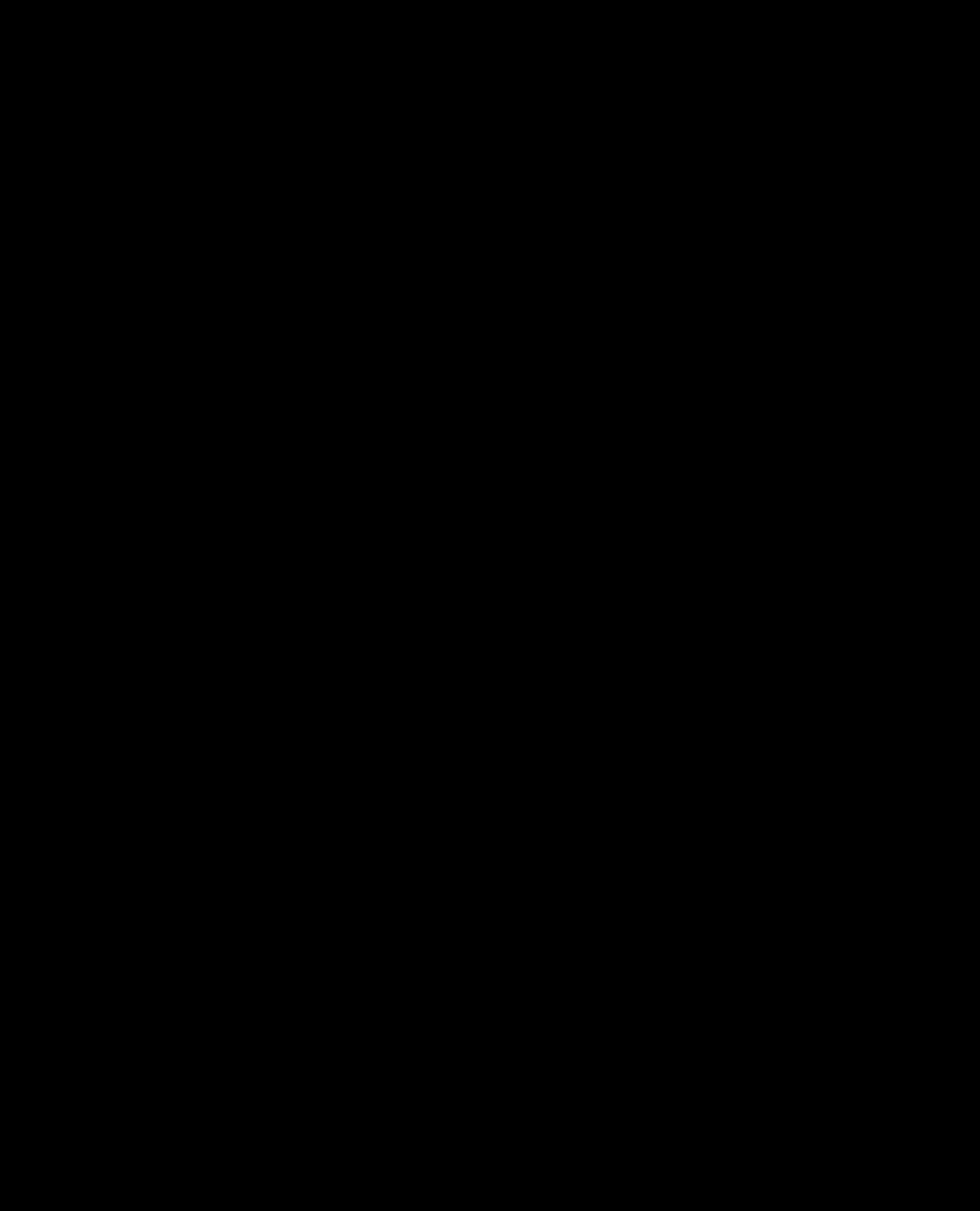
1112-1315
ORG1:100 Monthly
EE ID: 103 DD

Payroll by Paychex

hex. Inc.



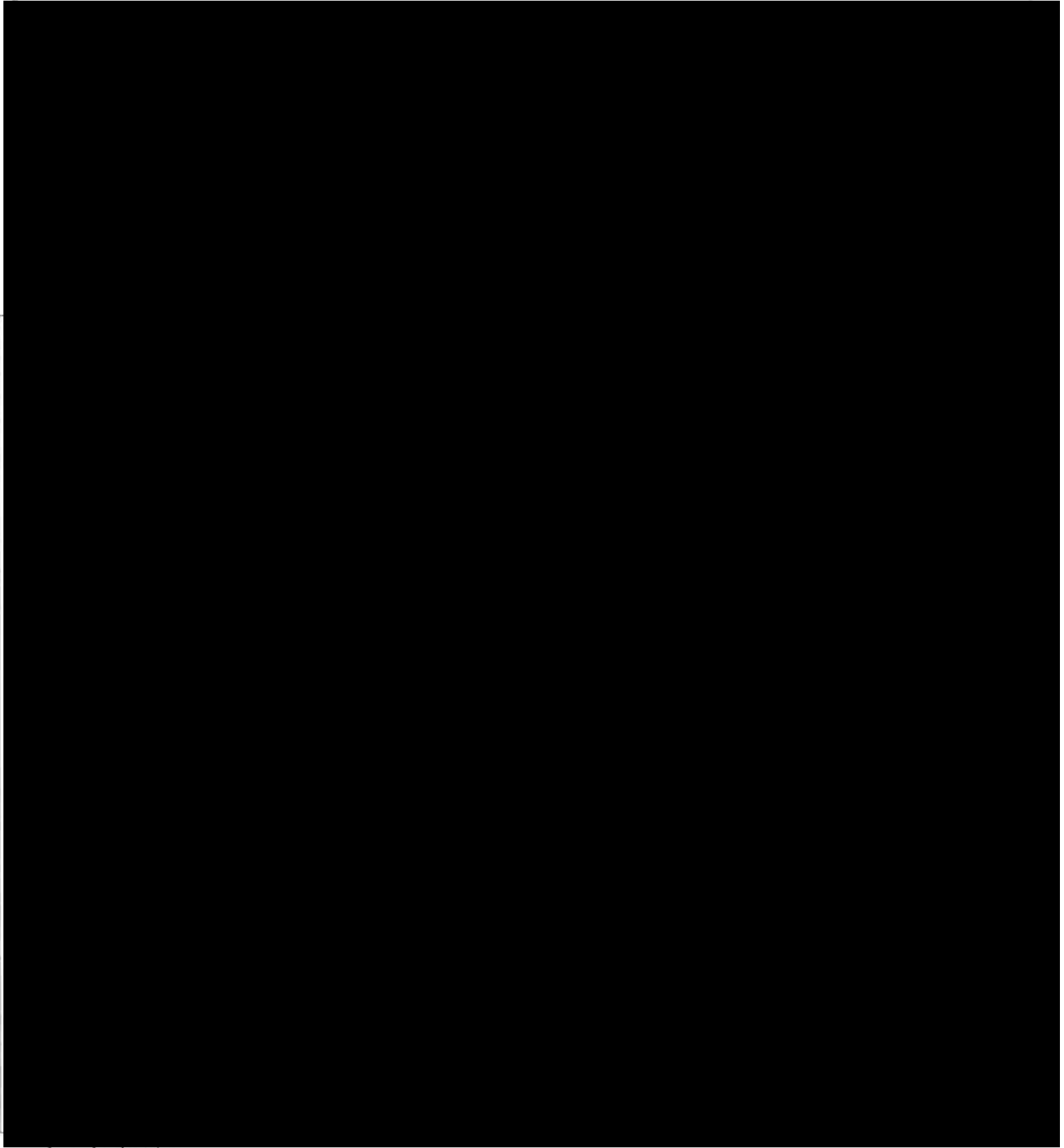
EXCELSIOR FIRE DISTRICT CALL INFORMATION

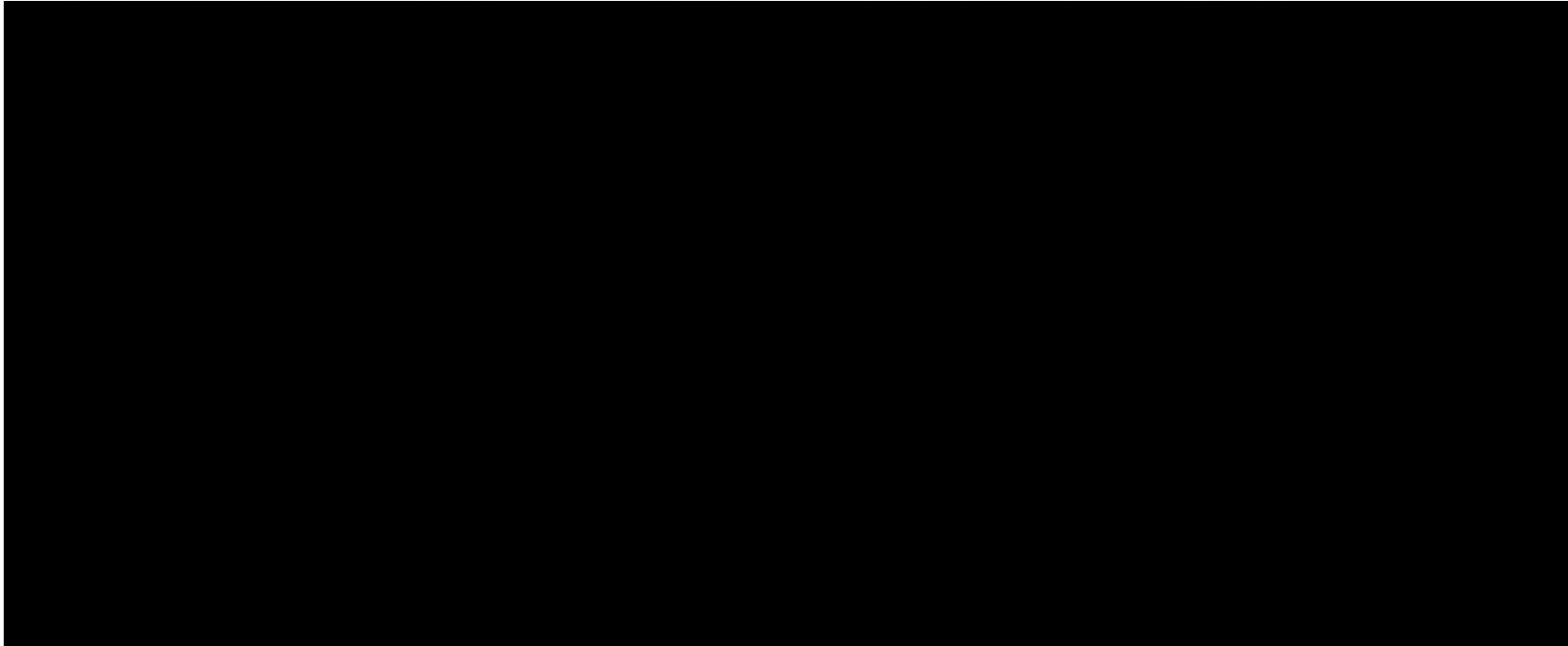


EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

1112-1315
ORG1:100 Monthly
EE ID: 103 DD

Payroll by Paychex, Inc.



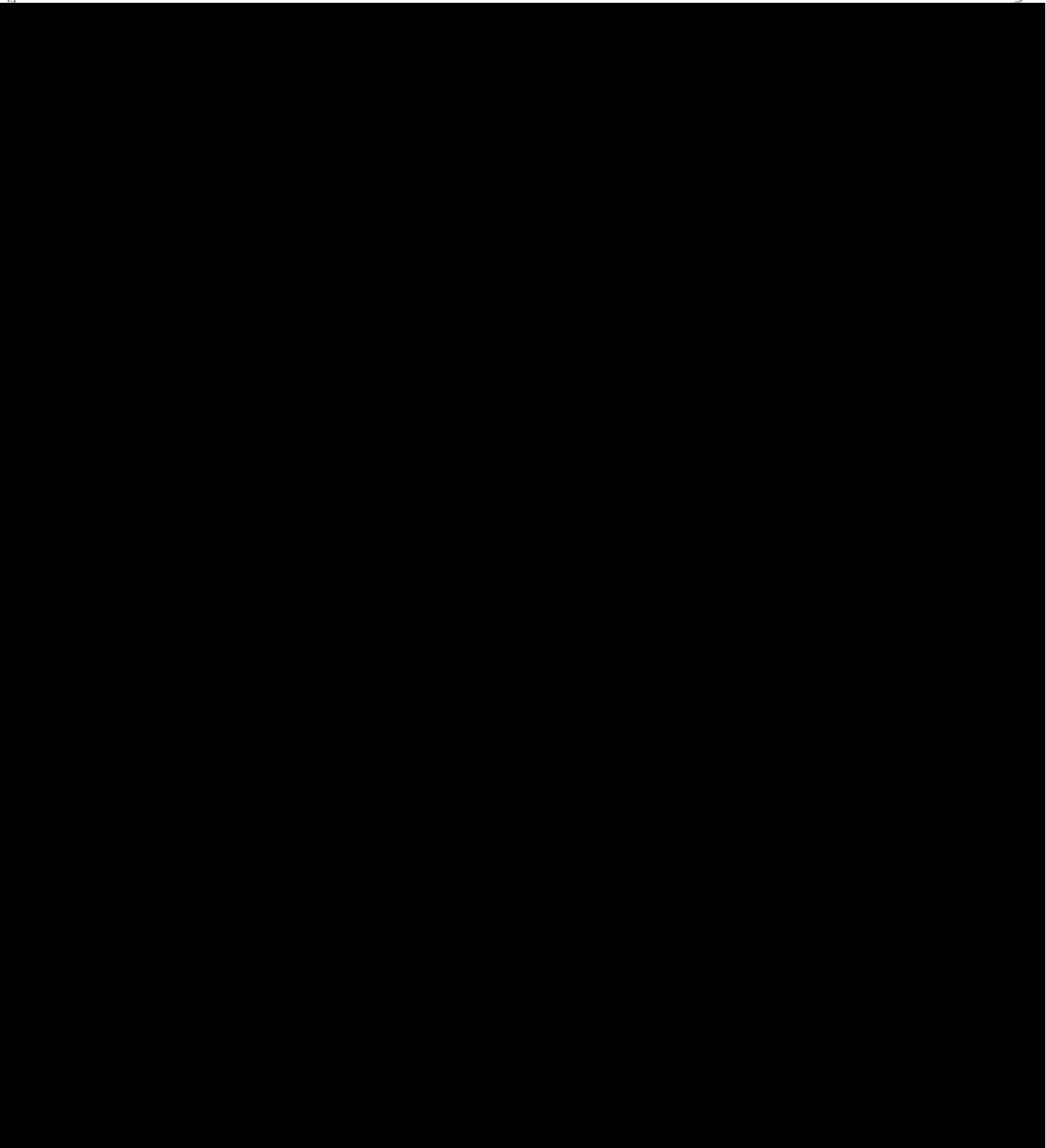


EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

1112-1315
ORG1:100 Monthly
EE ID: 103 DD

Payroll by Pay

Inc.

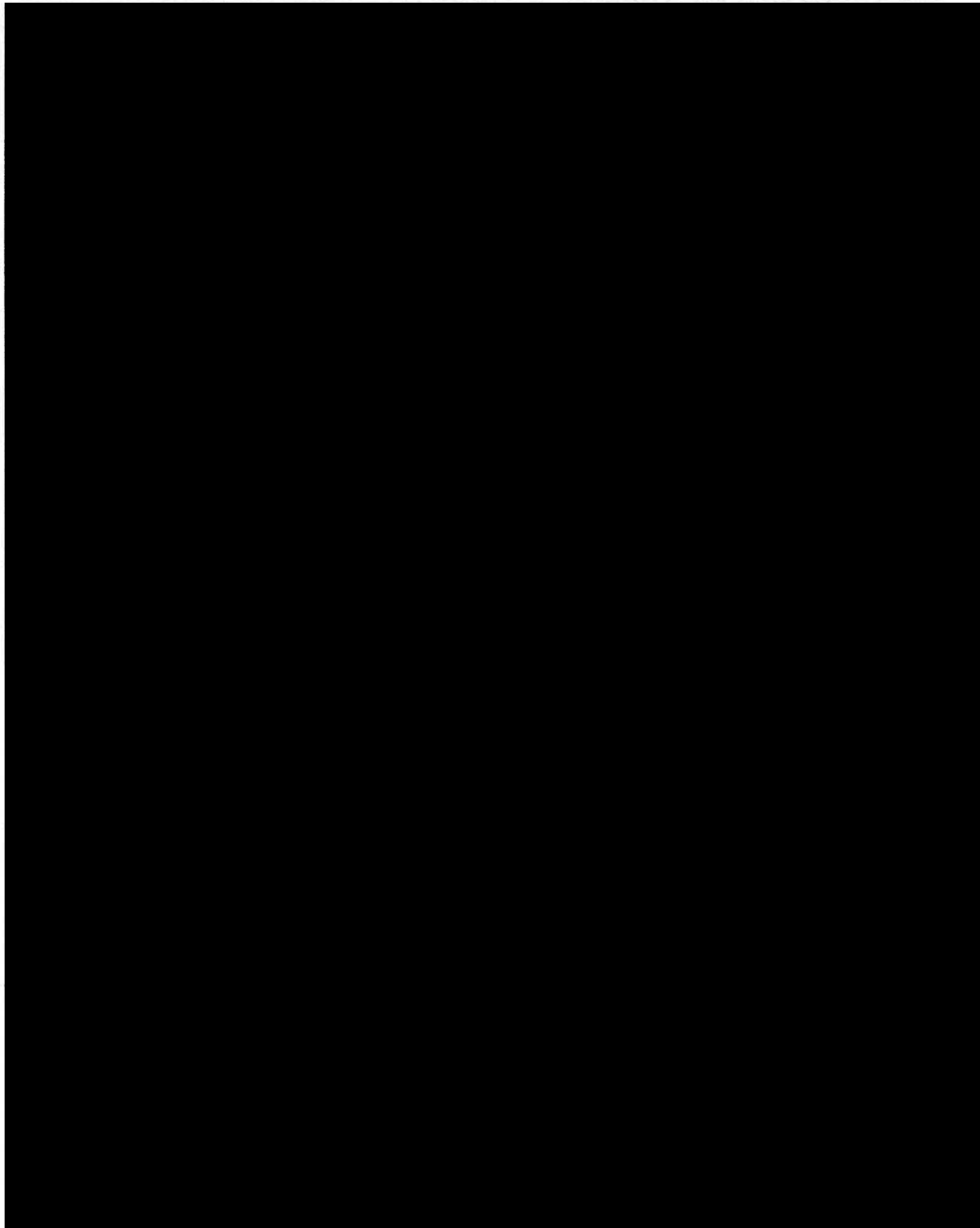


Payroll by Paychex, Inc.

EXCELSIOR FIRE DISTRICT CALL INFORMATION

CALL#	DATE	DAY	NAME	CALL DESCRIPTION
INCIDENT ADDRESS: ALARK Ice Dive APARTMENT OR SUITE #: OTHER PERTINENT INFO: TYPE OF CALL: ☐ CRASH / P.I. ☐ FIRE RELATED ☐ WEATHER RELATED ☐ MEDICAL ☐ MUTUAL AID ☐ HAZMAT ☐ OTHER: CITY: ☐ DEEPHAVEN ☐ EXCELSIOR ☐ GREENWOOD ☐ SHOREWOOD ☐ TONKA BAY ☐				
CALL TIME:		CANCELLED BEFORE IN SERVICE:		STATION: ONE TWO ALL DUTY DUTY CREW
APPARATUS	ENGINEER	IN	SCENE	
Chief One				
Chief Two				
Duty Officer				
Marshal/Inspector				
Ladder 11				
Engine 11				
Engine 21				
Engine 22				
APPARATUS	ENGINEER	IN	SCENE	
Tanker 11				
Rescue 11				
Rescue 12 / 21				
Utility 11				
Utility 13				
Utility 12 / 21				
Marine 1				
Boat 12				
TOTAL HOURS: BACK IN SERVICE TIME:				
X	FIREFIGHTER	TRK	HRS	
X	FIREFIGHTER	TRK	HRS	
X	RESERVES	TRK	HRS	
OFFICER:				
TOTAL RESPONDERS: Station 1 Station 2 Reserves				

EXCELSIOR FIRE DISTRICT CALL INFORMATION

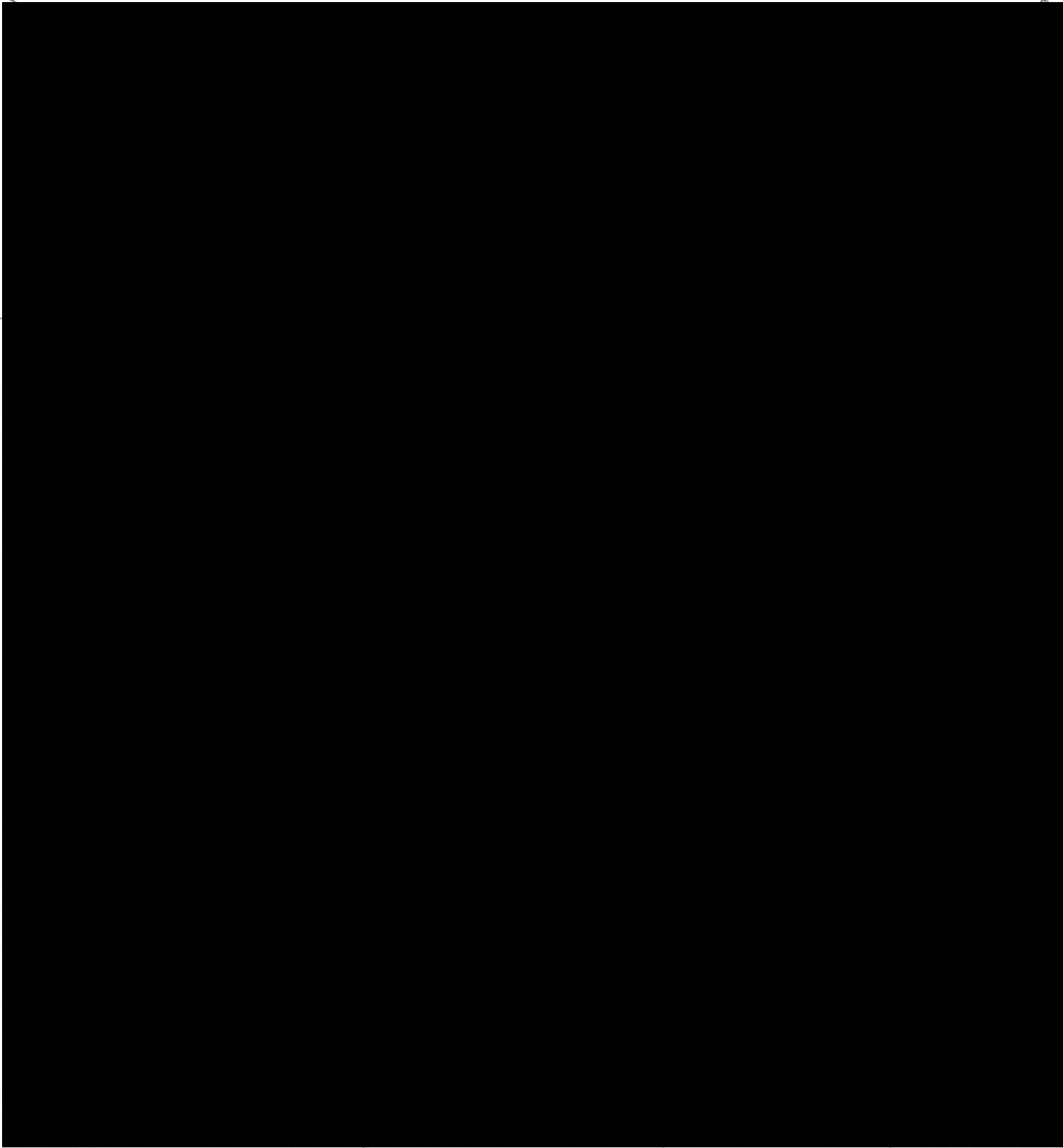


EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

1112-1315
ORG1:100 Monthly
EE ID: 103 DD

Payrolls by Paychex, Inc.

Paychex, Inc.



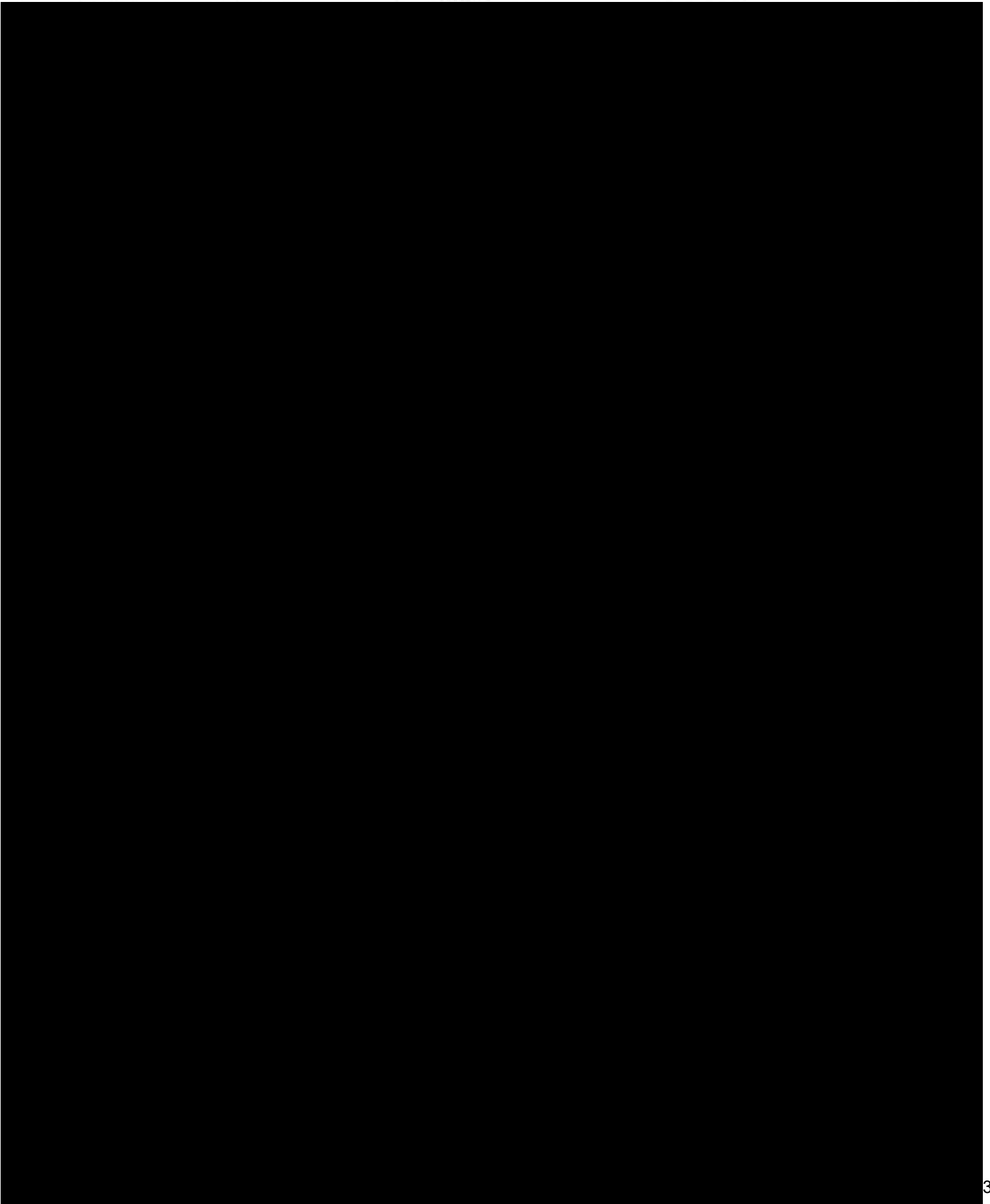
EXCELSIOR FIRE DISTRICT CALL INFORMATION

CALL#	DATE	DAY	REPORT FOR STATION	CALL DESCRIPTION					
Hopkins Raspberry Festival			1 / 2						
INCIDENT ADDRESS: Festival			CALL TYPE: ☐ CRASH / P.I. ☐ FIRE-RELATED ☐ WEATHER-RELATED ☐ MEDICAL ☐ MUTUAL AID ☐ WIRE-RELATED / GAS ODOR ☐ OTHER:	CITY: ☐ DEEPHAVEN ☐ EXCELSIOR ☐ GREENWOOD ☐ SHOREWOOD ☐ TONKA BAY					
APARTMENT OR SUITE #:									
OTHER PERTINENT INFO: 7-19-25									
CALL TIME:			STATION: ALL D.O. DUTY CREW						
X	FIREFIGHTER		TRK	HRS	X	FIREFIGHTER		TRK	HRS
					Mackey, Curt				
DUTY OFFICER:									

FOR OFFICE USE:	
Call Time	
1st en route	
1st on scene	
Total Personnel	



EXCELSIOR FIRE DISTRICT CALL INFORMATION



EXCELSIOR FIRE DISTRICT CALL INFORMATION

CALL#	DATE	DAY	REPORT FOR STATION		CALL DESCRIPTION		
	9-8-25	Monday	1	/ 2			
INCIDENT ADDRESS:			CALL TYPE:		CITY:		
APARTMENT OR SUITE #:			☐ CRASH / P.I.		☐ DEEPAVEN		
OTHER PERTINENT INFO:			☐ FIRE-RELATED		☐ EXCELSIOR		
			☐ WEATHER-RELATED		☐ GREENWOOD		
			☐ MEDICAL		☐ SHOREWOOD		
			☐ MUTUAL AID		☐ TONKA BAY		
			☐ WIRE-RELATED / GAS ODOR		☐		
			☐ OTHER: _____				
CALL TIME:			STATION: ALL D.O. DUTY CREW				
X	FIREFIGHTER	TRK	HRS	X	FIREFIGHTER	TRK	HRS
DUTY OFFICER:				(4) hrs			
				Fold of Hov			

Call Time	
1 st en route	
1 st on scene	
Total Personnel	

Meeting Date	Work Session (not recorded)	Recording Available	Issues?	Notes
1/23/2019				
2/20/2019	X			
3/20/2019	X			
5/21/2019	X			
7/24/2019		X		
9/25/2019		X		
11/20/2019		X		
1/22/2020				
4/22/2020				
5/27/2020	X			
6/24/2020	X			
7/22/2020				
9/23/2020				
12/16/2020				
1/27/2021				
3/24/2021	X			
5/26/2021				
7/28/2021				
10/27/2021		X		
11/17/2021				
1/26/2022				
3/30/2022	X			
4/27/2022			No audio	
7/27/2022				
9/28/2022			No audio	
11/22/2022			No video	
1/25/2023		X		
4/19/2023				
5/24/2023	X			
7/26/2023		X		Discussion on public safety money for SCBAs
9/27/2023				
1/24/2024		X		
3/20/2024	X			
4/24/2024		X	poor audio	
5/22/2024	X			
7/31/2024		X		Pay discussions, but not about Relief
9/25/2024		X		BC1 hiring process
11/20/2024		X		

GREGERSON, ROSOW, JOHNSON & NILAN, LTD.
ATTORNEYS AT LAW

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DANIEL R. GREGERSON*
JOSHUA A. DOROTHY†
DANIEL A. ELLERBROCK#
MARGARET L. NEUVILLE*
JACOB T. MERKEL
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ROGER A. PAULY (RETIRED)
RICHARD F. ROSOW (RETIRED)
MARK J. JOHNSON (RETIRED)

#Also admitted in Illinois
†Also admitted in North Dakota
*Also admitted in Wisconsin

Writer's Direct Dial: 612-436-7475
Writer's E-mail: jdorothy@grjn.com

October 29, 2025

Dan Madsen
Fire Board/Operating Committee
Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331

VIA EMAIL ONLY
danm@cityofdeephaven.org

RE: Dual Service in Paid-on-Call Firefighter Position and Career Position
Our File No.: 2013.001

Dear Mr. Madsen:

This letter follows our August 20, 2025, letter, which was addressed to Chief Mackey. I understand that letter was disseminated to the entire Fire Board, including the Operating Committee comprised of the non-voting members of the Fire Board. This letter addresses various questions raised by you in our August 25, 2025, video conference, and in your September 23, 2025, email.

In addition to reviewing the issues raised by your questions, we provided the Fire Chief and Assistant Fire Chief with a draft and comments concerning a potential policy regarding dual service. However, it is our understanding that the Fire District is not interested in pursuing such a policy at this time and any dual service will be ceasing.

Our August 20, 2025, letter should not be interpreted as concluding that any prior dual service—whether with respect to a specific incident or a more general practice—was necessarily improper. We have not been provided with sufficient facts to make such a determination. Our letter sought to identify potential complications that could be minimized by adopting clear, written policies regarding dual service. However, the lack of such written policies does not mean that either a specific incident or a general practice was improper or unauthorized. Authority may have been granted without being documented in writing.

Nor does the lack of such written policies mean that any individual necessarily earned credit in both PERA and the relief association *for the same service*. Among other things, we have not been provided with any facts regarding whether any individual who responded to an emergency call was doing so in their exempt capacity rather than outside of that exempt capacity. For example, the position descriptions for the exempt roles do not require service on duty crew, and an individual

Dan Madsen
October 29, 2025
Page 2

serving on duty crew and responding to emergencies as part of a duty crew call would not necessarily have responded to that emergency in their exempt capacity if they were not serving on duty crew. Even for emergency responses aside from an individual's service on duty crew, the position descriptions (especially that for the Fire Chief) suggest that the Fire Board expects additional leadership response to calls based on severity of the call and not necessarily for every call. An individual may have responded to a call that was less severe than they were expected to respond to as an exempt employee, and accordingly reported paid-on-call service for that response.

It is our opinion that Minnesota Statutes Section 609.456, subdivision 1, only applies when a person has evidence of wrongful intent. That statute provides:

Whenever a public employee or public officer of a political subdivision, charter commission, or local public pension plan governed by sections 424A.091 to 424A.096 or chapter 354A, discovers evidence of theft, embezzlement, unlawful use of public funds or property, or misuse of public funds by a charter commission or any person authorized to expend public funds, the employee or officer shall promptly report to law enforcement and shall promptly report in writing to the state auditor a detailed description of the alleged incident or incidents. Notwithstanding chapter 13 or any other statute related to the classification of government data, the public employee or public officer shall provide data or information related to the alleged incident or incidents to the state auditor and law enforcement, including data classified as not public.

The statute itself does not define the terms "theft," "embezzlement," "unlawful use," or "misuse." However, an earlier section of the same chapter of Minnesota Statutes defines the various acts that constitute "theft" under Minnesota law, and each of those acts requires intent or knowledge of violating another's rights. Minn. Stat. § 609.52, subd. 2. Similarly, "embezzlement" is a crime that occurs when a "person converts [public funds] to his own use in any manner or form." Minn. Const. art. XI, § 13. Conversion requires willful or intentional acts. The terms "unlawful use" and "misuse" do not clearly correspond to specific crimes. However, when the meaning of a word in a statute is unclear, courts look to the neighboring words to help determine the meaning. As stated by the Minnesota Supreme Court, "the meaning of doubtful words in a legislative act may be determined by reference to their association with other associated words and phrases." *State v. Suess*, 236 Minn. 174, 182, 52 N.W.2d 409, 415 (1952). The U.S. Supreme Court has described the same principle as: "a word is given more precise content by the neighboring words with which it is associated." *United States v. Williams*, 553 U.S. 285, 294 (2008). In our opinion, the terms "unlawful use" and "misuse" share a common meaning with "theft" and "embezzlement" only if the conduct was committed with the intent to violate the public's right to the funds. Accordingly, it is our further opinion that the statute imposes an obligation to report only if there is evidence of such intent.

GREGERSON, ROSOW, JOHNSON & NILAN, LTD.

Dan Madsen
October 29, 2025
Page 3

With respect to attempting to recover potential overpayments, our research has not disclosed any clear statutory authority to recover erroneous payments as opposed to payments resulting from theft or embezzlement. Instead, the theory often resorted to by employers who have overpaid employees is to assert that it would be inequitable or unjust for the employee to keep the overpayment and that the court should correct this inequity by requiring the employee to return the overpayment. Such a claim is subject to a six-year statute of limitations. However, when considering whether to assert such a claim, the Fire District should consider whether the evidence is likely to establish that any payment, or portion of a payment, was in fact an overpayment, that it would be inequitable for the employee to keep the funds, and that the correct remedy is requiring the employee to return the funds. In this regard, we believe that, absent evidence of intentional wrongdoing, the Fire Board may weigh the respective costs and benefits of investigating and pursuing such a claim and reach its own determination regarding whether to do so.

Please contact me if you would like to discuss any of the supplemental opinions set forth in this letter, or any other questions you have.

Very truly yours,

GREGERSON, ROSOW, JOHNSON & NILAN, LTD.

A handwritten signature in black ink, appearing to read "Joshua A. Dorothy". The signature is stylized with large, sweeping loops and a prominent "J" at the beginning.

Joshua A. Dorothy

Memo



To: Excelsior Fire District Fire Board

From: Chief Mackey

cc: Excelsior Fire District Operating Committee

Date: 12/19/2025

Re: Dual Service

After careful review, it is the recommendation of the Fire Chief and Operating Committee to discontinue dual service (full- and part-time employees of the Excelsior Fire District being allowed to work as paid-on-call firefighters for the Excelsior Fire District), for both exempt and non-exempt employees, effective February 1, 2026.



**MACQUEEN
EMERGENCY**



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

January 11, 2024

Chief Curt Mackey
Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331

Subject: **Proposal for one (1) Pierce Enforcer PUC Pumper
Proposal / Bid 1102**

Dear Chief Mackey,

With regard to the above subject, please find attached our completed proposal.
Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$1,275,278.00 ***

**Houston-Galveston Area Council (HGAC) Consortium Pricing*

100% Performance Bond:

Included in the above sale price.

100% Prepayment Option:

Should the Excelsior Fire District elect to make 100% prepayment 24 months after contract signing, a discount of (**\$69,377.00**) can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,205,901.00**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Shorewood, MN

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at 24 months after contract signing for **Prepay discount** to be applicable.

Delivery* – 46 - 49 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*



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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until January 31, 2024**. After January 31, 2024, estimated sale price increases to estimated \$1,292,000.00.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 920-450-4094 or brad.white@macqueengroup.com.

We wish to thank the Excelsior Fire District for the opportunity to submit our proposal.

Respectfully,

Brad White

Brad White
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



Budgetary Lease Proposal



Pierce Financial Solutions



Pierce and PNC Equipment Finance partner to provide a tax-exempt municipal leasing program for Pierce apparatus



Our team has financed > \$1 billion of Pierce apparatus!



FINANCIAL SOLUTIONS

Excelsior FD Budgetary Lease Proposal: January 2024 Order w/ January 2026 Deferred Lease Start Date

Pierce Apparatus: (1) Enforcer PUC Pumper
Estimated Delivery: 46 - 49 Months
Sales Price: \$1,275,278.00
Estimated 100% Prepay Discount:* -\$69,377.00
Amount Financed: \$1,205,901.00
**Prepay Discount for 24 Months*

Lease - #38540 Maturity Date: November 23, 2027
New Apparatus Order Date: January 2024
Estimated Delivery Date (48 Mos): January 2028
Lease Start Date: January 2026
12 Month Interest Only Payment: January 2027
First Lease Payment: January 2028

Date	5 Year Lease Purchase
January 2024	Order
January 2025	
January 2026	Lease Start
January 2027	\$70,545.21
January 2028	\$285,109.36
January 2029	\$285,109.36
January 2030	\$285,109.36
January 2031	\$285,109.36
January 2032	\$285,109.36
Rate	5.85%

Interest Only
Payment #1
Payment #2
Payment #3
Payment #4
Payment #5

**Rate is budgetary as of January 2024 and will be fixed based on market rates at the time of the lease start date projected January 2026).*





Tom Whitmer,
Director of Business Development
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(920) 267-1256

Kim Simon, Vice President
kim.simon@pnc.com
(614) 670-3994

PROGRAM CONTACTS



FINANCIAL SOLUTIONS

Customer:
Bid # / Job #:
Date:

Date	Change Type	Option Code
2/26/2024	Changed	0000854
2/26/2024	Deleted	0068871
2/26/2024	Deleted	0696439
2/26/2024	Added	0696438
2/26/2024	Deleted	0556853
2/26/2024	Added	0556842
2/26/2024	Deleted	0659867
2/27/2024	Deleted	0725642
2/26/2024	Deleted	0746103
2/26/2024	Added	0753805
2/26/2024	Deleted	0740845
2/26/2024	Added	0753150
2/26/2024	Deleted	0617577
2/28/2024	Deleted	0603742
3/1/2024	Added	0603742
2/26/2024	Added	0000853
2/27/2024	Changed	0657522
2/27/2024	Added	0622393
2/29/2024	Added	0611205
2/26/2024	Deleted	0620701
2/27/2024	Added	0734627
2/26/2024	Deleted	0630636
2/26/2024	Deleted	0060852
2/26/2024	Added	0040475
2/27/2024	Added	0535408
2/27/2024	Added	0089471
2/26/2024	Added	0894089
2/28/2024	Changed	0749510
2/28/2024	Added	0766493
2/28/2024	Added	0522815
2/28/2024	Added	0684184
3/4/2024	Added	0679381
3/4/2024	Added	0638940
2/28/2024	Added	0731766
2/27/2024	Added	0653982
2/27/2024	Deleted	0738201
2/26/2024	Deleted	0772844
2/26/2024	Changed	0631830
2/28/2024	Deleted	0062992
2/28/2024	Added	0604354
2/28/2024	Deleted	0750526
2/28/2024	Added	0756688
2/26/2024	Deleted	0544440

3/5/2024	Deleted	0557023
2/26/2024	Added	0770200
2/27/2024	Added	0611527
2/26/2024	Added	0611614
2/27/2024	Added	0625971
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3/5/2024	Added	0681396
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2/26/2024	Changed	0559503
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2/29/2024	Deleted	0537512
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2/26/2024	Deleted	0620344
2/29/2024	Deleted	0605638
2/27/2024	Added	0806306
2/28/2024	Deleted	0065687
2/28/2024	Added	0509398
2/26/2024	Changed	0639675
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3/4/2024	Deleted	0740391
2/29/2024	Changed	0732444
2/26/2024	Added	0802633
2/26/2024	Deleted	0582936
2/28/2024	Added	0819422
2/26/2024	Deleted	0612051
3/4/2024	Deleted	0647091
2/28/2024	Deleted	0739259
2/29/2024	Added	0635245
3/6/2024	Changed	0746688
2/29/2024	Deleted	0732958
2/29/2024	Added	0732963
2/29/2024	Added	0004361
2/27/2024	Changed	0730367
2/28/2024	Added	0756619
2/28/2024	Changed	0750438
2/28/2024	Changed	0750438
2/27/2024	Added	0019611
2/27/2024	Deleted	0019575
2/26/2024	Changed	0548004
2/26/2024	Added	0821438
2/26/2024	Deleted	0548009
2/26/2024	Deleted	0548013

By signing this form, I do hereby authorize the representing Pierc
any additions or changes that were not part of the original contra
change at the time this change is presented. I understand and aq

Customer Signature:

Sales Representative Signature:

Excelsior Fire District**1031 / 38450****3/6/2024 11:47:53 AM**

Description	Quantity
Air Inlet, w/Disconnect Coupling	1
Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1
Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1
Bezels, WIn, (2) M6 Chrome Pierce, For Mtg (3) WIn M6 Lts	1
Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
Bottle, Windshield Washer, Wiper Fluid Low LED Indicator & Message On Display	1
Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep	1
Cabinet, Rear Facing, LS, 23 W x 26 H x 24 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1
Cabinet, Rear Facing, LS, 23 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1
Cabinet, Rear Facing, RS, 22 W x 26 H x 22.75 D, Radius, Ext Acc, Sp Mtg,SFR/Enf	1
Cabinet, Rear Facing, RS, 22 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1
Chocks, Wheel, Worden HWG- SB, Super Gripper	1
Coating, UL-LX, Rub Rail on Sides, Black	1
Coating, UL-LX, Rub Rail on Sides, Black	1
Compressor, Air, Kussmaul 091-9 12V Brake System	1
Compt, Air Bottle, Triple, Fender Panel	-1
Compt, Air Pack Fender Panel	1
Compt, HSH, (1), Top of Body Compt, PUC	2
Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Web, SFR/Enf	1
Control, Warning Lt Intensity, WIn, Switch	1
Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1
Crowns, Front Fender, Rubber	1
Cutout, Access, in Hose Bed Divider, w/Location Feature	4
Cutout, Handhold, in Hose Bed Divider	4
Dash, Heavy Duty Metal, Enforcer	1
Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1
Emblem, American Flag, Waving, Gerber Vision, Pair	1
Emblem, Maltese Cross, Reflective, 15"-17", Pair	1
Emblem, Tasmanian Devil Logo, Pair	1
Emblem,"Honoring America's Bravest"w/ Helmet, Gerber Vision Pr.16" wide	1
Enclosure, Transverse, Lower Crosslay Module, Strap, PUC	1
Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Pumper, 3G	1
Fender Crowns, Rear, S/S UL-LX, W/Removable Fender Liner, Pumper, 3G	1
Fenders, S/S on cab, Extra Wide, UL-LX, Enf	1
Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1
Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1
Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
Handlts, (2) Streamlight, LiteBox, 12v, Orange	1

Handrail, 10", Below Cab Windshield, Pair	1
Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit	1
Handrails, 10", Below Cab Windshield, Hansen Knurled Alum, LED, Backlit, Pair	1
Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, PUC/HDRP	1
Headset, Firecom, FH-51 Over Head, Radio Transmit	2
Headset, Firecom, FH-52 Over Head, Intercom Only	3
Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
Hose Restraint, Bumper Tray, Vinyl Cover	1
Hose Restraint, Hose Bed, Vinyl, Top and Rear	1
Hose Restraint, Hose Bed, Web, Rear, Separate Top, Split 2-Sec, Seat Belt, CTube	1
HVAC, Standard-Duty, Enforcer, CARE	1
Install Customer Provided Handlight Charger(s)	5
Install Customer Provided, Portable Radio Charger(s)	-1
Ladder, 10' Duo-Safety Folding 585A	1
Ladder, 12' Duo-Safety Folding 585A	1
Ladder, 14' Duo-Safety 775A Roof	1
Ladder, 14' Duo-Safety 875-DR Roof	1
Lettering, Reflective 3" w/Gradient Outline & Shade, Each	18
Lettering, Reflective, 10.00", Each	4
Lettering, Reflective, 3.00", (61-80)	1
Lettering, Reflective, 3.00", (81-100)	1
Lettering, Reflective, 4.00", Each	12
Lettering, Reflective, 8.00", Each	26
Light Twr, CL KL409D-H4, Vision-X LEDs, 12 VDC, Cld, 4lts	1
Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1
Light, GTT, 794* LED Opticom Emitter, Remote Mounted on Cab Roof	1
Light, Traffic Directing, Wln TAM65 Split, 2-19.75" Long LED	1
Light, Visor, HiViz, FT-B-72-ML-*, Cnt Feature	1
Lightbar, Federal, Vision VSLR8S-NFPA2 LED	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR RoptR RRWRR, 30 Deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR RoptR RRWRR, 30 Deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR RoptR RRWRR, 30 Deg	1
Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1
Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1
Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1
Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	-1
Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1
Lights, Front Zone, Wln 6RB* M6** M6** 6RB* LED, 4lts Q Bzl, Trm Fet	1
Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts	1
Lights, HiViz FT-GESM* LED 1st	2
Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1
Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1
Lights, HiViz FT-MB-2.15-*-, 17.5", 2nd	1

Lights, HiViz FT-MB-2.15-*-* , 17.5" , 2nd	1
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.5" LED, 1st	2
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.5" LED, 1st	2
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.50" LED, 2nd	2
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.50" LED, 2nd	2
Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1
Lights, Rear Zn Lwr, WIn M6* , Colored Lens, For Tail Light Housing	1
Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing	1
Lights, Rear Zn Lwr, WIn M6V2* LED, For Tail Lt Housing	1
Lights, Rear Zn Lwr, WIn M6V2* LED, For Tail Lt Housing	1
Lights, Rear Zn Lwr, WIn M6V2* LED, For Tail Lt Housing	1
Lights, Rear/Side Up Zone, Fed QL64XF-* LED, 6 LED lights	1
Lights, Rear/Side Up Zone, WIn M6** LED 4lts	1
Lights, Side Zone Lower, WIn M6** , M6** , M6** , 6Lts	1
Lights, Side Zone Lower, WIn M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1
Lights, Side Zone Lower, WIn M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1
Lights, Side, WIn M6** LED, Trm Fet 1st	2
Lights, Side, WIn M6V2** Trm Fet 1st	2
Lights, Side, WIn M6V2** Trm Fet 1st	-1
Lights, Side, WIn M6V2** Trm Fet 2nd	2
Lights, Side, WIn M6V2** Trm Fet 2nd	-1
Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	
Lights, WIn, M92SL* EZ Scene, 12 VDC, 1st	1
Lights, WIn, M92SL* EZ Scene, 12 VDC, 1st	2
Lights, WIn, M92SL* EZ Scene, 12 VDC, 2nd	1
Lights, WIn, M92SL* EZ Scene, 12 VDC, 2nd	2
Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1
Location, Light Tower Controller, Driver's Side Front Body Compartment	1
Location, Light Tower, Cargo Area	1
Location, TDL, Over Hose Bed, Cross Tube (Included), Recessed	1
Location, TDL, Surface Mounted on the Hatch Compartments	1
Location, TDL, Surface Mounted on the Hatch Compartments	1
Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1
Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1
Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1
Modify Ladder Storage Blister, End Point, Front of Ladder Storage	1
Mounting Brackets, Chocks, Worden Safety, Model U815T	1
Mounting, Little Giant Ladder, Upper Crosslay Module, Strap, PUC	1
Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1
Partition, Vertical Compt, Special Location	1
Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1
Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
Recess, Rear Vision Camera Into Lightstick Housing	1
Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/1.00" Gaps	1
Reflective Band, Special, Rose City	1

Scuffplates, S/S At Cab Door Jambs, 4-Door Cab, 2.00"	1
Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1
Shelf, Equipment Mounting, Aluminum, Lip	1
Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	2
Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
Shoreline, 20A 120V, Straight Blade, NEMA 5-20, Red Cover	1
Siren, Mechanical, Mounted Above Deckplate	1
Splash Guard, Vinyl, Crosslay Front, PUC	1
Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1
Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1
Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1
Storage, HSH, Hose Bed, Trough, Strap, PUC	2
Straps, Top of Hose Bed	1
Stripe, Reflective, Cab Doors Interior	1
Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior	1
Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, LS Overhead Sw Pnl, Mux	1
Sw, Siren Brake, Momentary Chrome Push Button, RS	1
Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	1
Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
Toolboard, Pac Trac, Installed on Compartment Wall, Back Wall Only	3
Tow Eyes, Chrome, Extd Out Front of Bumper, Tow Anchors, Fabricated Steel, Enf/SFR	1
Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
Tray, Slide-out, 2-Way, 300 Lbs, Utility, 3" Sides, Lower Crosslay Area, PUC	1
Trim, Round Alum Extrusion (Hose Bed Style), Top of Hose Tray, Each	2
Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1
Trough, Folding Ladder, Ladder Storage	1
Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1
Tubes, Alum, Pike Pole Storage	2
Valve, Ball Intake, TFT, AP Series	2
Water Level Gauge, WIn M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt.	2
Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	-3
Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	1
Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
Wiring, Spare, 15 A 12V DC, NFPA 2016 1st	-1
Wiring, Spare, 15 A 12VDC Power Point, Dual USB-C Batt Dir NFPA1900 1st	1
Wiring, Spare, 20 A 12V DC 1st	1
Wiring, Spare, 20 A 12V DC 2nd	1

the Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed. The dealer may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the dealer agrees that once this change request is signed, it becomes part of the original contract entered into between the

Ext Customer Price	Comments
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\$536.81	
(\$1,504.72)	
(\$143.61)	
\$186.40	
(\$484.53)	
\$815.50	
(\$264.44)	
(\$2,129.03)	
(\$3,155.05)	
\$3,485.64	
(\$3,231.00)	
\$3,470.71	
(\$320.83)	
(\$396.13)	
\$480.76	
\$1,716.40	
(\$1,190.74)	
\$1,544.66	
\$5,335.02	
(\$1,545.59)	
\$426.42	
(\$1,729.48)	
(\$180.90)	
\$612.62	
\$450.19	
\$280.86	
\$2,129.93	
\$182.78	
\$1,748.18	
\$335.84	
\$790.62	
\$1,215.19	
\$408.15	
\$577.45	
\$956.99	
(\$1,036.56)	
(\$1,562.30)	
\$25.58	
(\$630.91)	
\$1,262.20	
(\$392.75)	
\$2,226.29	
(\$921.94)	

(\$496.68)
\$972.37
\$559.88
\$882.61
\$607.45
\$1,455.56
\$2,183.34
(\$154.57)
\$166.22
\$202.43
(\$874.44)
\$1,855.11
\$1,017.73
(\$643.99)
(\$128.80)
(\$288.95)
\$400.48
(\$503.22)
\$1,289.72
\$211.85
\$190.88
(\$910.34)
\$1,519.24
\$303.85
\$1,046.58
(\$20,451.39)
(\$2,054.43)
(\$2,368.25)
\$3,329.69
\$231.94
(\$5,423.29)
\$10,633.40
\$88.69
\$11,212.31
\$88.69
(\$11,301.00)
\$9,301.03
\$88.69
(\$9,389.72)
(\$215.68)
\$997.24
(\$2,393.44)
\$2,731.01
\$433.73
\$216.86
(\$1,827.72)
\$216.86

(\$1,827.72)
(\$287.45)
(\$3,407.40)
(\$287.45)
(\$3,407.40)
\$184.18
(\$745.44)
\$967.59
\$2,202.36
\$231.94
(\$2,434.30)
(\$1,776.88)
\$1,997.17
(\$2,307.96)
\$6,782.86
\$463.88
\$1,073.18
\$2,785.84
(\$1,392.92)
\$2,785.84
(\$1,392.92)
\$594.94
\$1,559.08
\$2,265.20
\$1,559.08
\$2,993.39
(\$176.78)
(\$101.02)
(\$213.43)
\$1,425.13
\$330.80
(\$330.80)
\$83.47
\$41.72
(\$41.72)
\$448.75
(\$188.18)
(\$551.21)
(\$88.39)
\$427.61
\$25.58
\$501.66
\$439.67
\$879.35
\$240.80
\$1,008.54
(\$1,894.23)

\$1,136.51	
\$375.01	
(\$126.82)	
\$512.66	
(\$570.88)	
\$452.34	
\$237.67	
\$738.97	
(\$2,532.97)	
\$1,951.04	
\$302.25	
(\$1,378.73)	
(\$2,979.37)	
\$175.81	
(\$165.81)	
\$821.01	
\$123.67	
\$335.44	
(\$258.42)	
\$207.48	
\$3,743.16	
(\$2,784.80)	
\$2,527.72	
(\$687.15)	
(\$887.63)	
(\$1,823.24)	
\$500.56	
\$315.57	
(\$243.00)	
\$279.47	
\$471.17	
(\$432.53)	Excluded Feature Removed
\$3,955.20	
(\$1,775.38)	
(\$65.77)	
\$4,445.96	
(\$2,416.92)	
(\$105.59)	
\$258.64	
(\$115.57)	
(\$115.57)	
\$21,237.37	

sted on each change made. I understand and agree that
the Pierce authorized Dealer will notify you of such a
authorized Pierce Dealer and the customer.

Meeting Date	Work Session (not recorded)	Recording Available	Issues?	Notes
1/23/2019				
2/20/2019	X			
3/20/2019	X			
5/21/2019	X			
7/24/2019		X		
9/25/2019		X		
11/20/2019		X		
1/22/2020				
4/22/2020				
5/27/2020	X			
6/24/2020	X			
7/22/2020				
9/23/2020				
12/16/2020				
1/27/2021				
3/24/2021	X			
5/26/2021				
7/28/2021				
10/27/2021		X		
11/17/2021				
1/26/2022				
3/30/2022	X			
4/27/2022			No audio	
7/27/2022				
9/28/2022			No audio	
11/22/2022			No video	
1/25/2023		X		
4/19/2023				
5/24/2023	X			
7/26/2023		X		Discussion on public safety money for SCBAs
9/27/2023				
1/24/2024		X		
3/20/2024	X			
4/24/2024		X	poor audio	
5/22/2024	X			
7/31/2024		X		Pay discussions, but not about Relief
9/25/2024		X		BC1 hiring process
11/20/2024		X		

Customer: Excelsior Fire District
Bid # / Job #: 1102 / 38450
Date: 8/9/2024 12:27:42 PM

Date	Change Type	Option Code	Description	New Feature Text	Quantity	Customer Price	Comments
8/14/2024	Added	0756033	Lights, HiViz FT-MB-15-*-* , 19.77" , 1st		2	\$7,106.64	
8/14/2024	Added	0604059	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s)		1	\$1,567.58	
8/14/2024	Added	0709690	Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations		2	\$3,105.19	
8/14/2024	Changed	0889452	Lights, Side, WIn I2SM# Duo LED, Mounted In Rubrail, 1st	04	4	<u>\$5,082.41</u>	
						\$16,861.82	

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: _____

Sales Representative Signature: _____

Macqueen Correspondence

From Adam Jennings <ajennings@cityoftonkabay.net>

Date Fri 7/25/2025 2:15 PM

To CJ Holl <choll@cityoftonkabay.net>; Dan Madsen <danm@cityofdeephaven.org>; Kristi Luger <kluger@excelsiormn.org>; Marc Nevinski <mnevinski@ci.shorewood.mn.us>; Tom Fletcher <tfletcher@aexcom.com>

 2 attachments (2 MB)

2025-06-25 EFD_MacQueen v1.docx; Excelsior 38450 - Invoice - Email 20250217.pdf;

Dear Operating Committee:

Enclosed is the letter I mailed to Macqueen on behalf of the City of Tonka Bay on June 26, 2025 which I presented to the Board at the last regular Excelsior Fire District meeting this past Wednesday. I will follow-up with the correspondence I received from them, including a follow-up email I received last night (also enclosed, Thursday, July 24, 2025).

In light of the latest email I received, I believe this is now an HR issue and needs to be managed as such. The Chief received a final invoice with all change order items attached on February 17, 2025 before the truck was picked up. I am unable to reconcile this with what was presented/discussed with the Board on April 23, 2025 for roughly 30 minutes. <https://reflect-lmcc.cablecast.tv/CablecastPublicSite/show/57390?site=3> (1:01:33-1:29:13)

The emails from this Fall suggest that the Chief knew about many of the change order prices as early as October 22, 2024. As I presented in the meeting this Wednesday, neither the minutes from November 2024 or January 2025 indicate that any of this was communicated to the Board. There were some open questions about timing/dates which were unclear to CJ and I so we met with Macqueen directly at their headquarters on July 17, 2025. Due to some of the discrepancies we were seeing, Macqueen agreed to reimburse the Department \$10,156.66.

During the meeting on April 23rd, the Chief indicated that the first \$21K had previously been approved by the Board in February or March of 2022. I have been unable to reconcile this. There are no special meetings posted on the Fire District website and the regular meetings from Q1 2022 only speak to financing on the truck. Who has access to this information and what steps can we take to ensure all public meetings are posted on the website?

Macqueen was very accommodating and forthright in all of their communication with us. They have been exceedingly professional and want to do what is best for our communities and the department.

Please let me know if you have any questions regarding this information.

Sincerely,

Adam Jennings
Mayor
City of Tonka Bay
4901 Manitou Rd
Tonka Bay, MN 55331
612.965.1488
ajennings@cityoftonkabay.net
www.cityoftonkabay.net





June 25, 2025

Dan Gage
MacQueen
1125 7th Street E
St. Paul, MN 55106

RE: Change Order Administration & Procedures

Dear Mr. Gage:

My name is Adam Jennings. I am the Mayor of Tonka Bay, one of five cities which makes up the Joint Powers Agreement for the Excelsior Fire District in Minnesota. Our fire department recently purchased a 2024 Pierce Enforcer pumper truck which your company helped outfit.

On April 23, 2025, our Board was presented with and approved an invoice dated January 14, 2025 for \$51,409.57 from MacQueen for a number of alternates that your company completed without a signed change order or a quote/estimate (Invoice #: 03-E00219). Prior to this, a number of project update requests were made with no response from your company. The invoice was also reportedly delivered to the fire department roughly two-weeks prior to the Board meeting, in early April, roughly three months after the invoice was generated. While the proposed alternates included a number of items required for NFPA compliance, there were also a number of other items which our cities never had the opportunity to review.

The Board was told that due to the supply chain issues, high demand, industry consolidation, and staffing challenges that this is a common practice that occurs to a large number of municipalities. Regardless of these internal dynamics, to complete work without authorization is not an acceptable business practice and should not be considered the norm.

While the Board provided our Chief with the ability to negotiate terms with your sales representative, our cities were ultimately not provided with any reprieve. I am reaching out to you because I believe the best way to rectify seemingly systematic issues across the company and prevent these types of business practices requires communication with leadership. I would like to know what steps your company is going to take to prevent this from occurring again in the future and explain how services from your company can occur without an executed change-order.

In the event you would like to review the discussion that took place on this matter, the Board meeting can be found online at:

<https://reflect-lmcc.cablecast.tv/CablecastPublicSite/show/57390?site=3> (1:01:33-1:29:13)

I appreciate your time and look forward to hearing your response.

Respectfully,

Adam Jennings
Mayor, City of Tonka Bay
ajennings@cityoftonkabay.net
c: 612.965.1488



On Jul 24, 2025, at 6:55 PM, Andrew Johnson
<andrew.johnson@macqueengroup.com> wrote:

Adam - I hope this finds you well, below. Please see the below on the three questions you asked when you were are St Paul with us.

1. When did MacQueen email the invoice to the Chief? Answer: Monday, February 17, 2025. Please find the attached email when Brad first sent the Chief the invoice. This would have been right after MacQueen delivered the unit and all expenses and changes were accounted for from the project.
2. When did Brad meet with the Chief to discuss the invoice and agree to a potential discount on the next unit? Answer: Brad met with Chief Mackey on May 18th at 10 AM in his office.
3. Did Brad speak to the Chief after the City Council meeting date? (not including post receiving the letter from the Mayor) Answer: No, I did not other than the May 18th meeting he requested.

The final attachment was another correspondence stating to the Chief that they will be paying for the Flowmeter changes for the build. Brad did not provide this information previously however it does show that we discussed the final changes, however there were no dollar amounts.

Lastly, MacQueen accounts payable did also send the invoice directly to Excelsior finance department on March 4th.

Let me know if you need more information.

Thank you - Andy

Andy Johnson

Vice President and General Manager | St Paul, MN

macqueengroup.com

Mobile: 612-4907838

<Outlook-k0br0xqg.png>

Thank you

From Adam Jennings <ajennings@cityoftonkabay.net>

Date Fri 7/25/2025 1:19 PM

To Mike.Purdy@macqueengroup.com <Mike.Purdy@macqueengroup.com>;
andrew.johnson@macqueengroup.com <andrew.johnson@macqueengroup.com>;
Brad.White@macqueengroup.com <Brad.White@macqueengroup.com>

Cc CJ Holl <choll@cityoftonkabay.net>

Mike, Andy & Brad -

First off, thank you for meeting last week regarding my concerns with the change order process on our recent acquisition - Engine #11 for the Excelsior Fire District. We are very proud to have received the new truck and know that it will serve the citizens and our department for many years to come. A pic of it's ceremonial "Push-In" is attached.

CJ, our City Administrator, and I really appreciated your candor and honesty as you walked us through the change order and ultimate invoicing of the final change order. It says a lot about your company that you took the time to respond and meet about the issue. We do have some operational issues to address on our side of the house with regards to the process and communication of the truck project as it moves toward completion. We hope that all parties including our committee, board and cities are well informed on the next truck that is currently on order.

I appreciate your offer to credit the December changes on the order. As we said, as a taxpayer supported, government/public entity we can't just create revenue. We have a unique Joint Powers arrangement with five cities that make up our Excelsior Fire District. In looking at the change order, the total for those December charges were \$10,156.66. Since that change order was already paid in full, we would appreciate a check made back to the Excelsior Fire District in that amount. I already let the Fire Board and member cities know of the commitment on your end for those December items.

Again, we really appreciated meeting with us and your openness to discussing the issue and explaining your operations. We are looking forward to the receipt of the next truck on order in a couple years and we'll be engaged throughout the process as they are custom, built to suit units. We expect it will be as good as Engine #11 we just received.

Regards,

Adam Jennings
Mayor
City of Tonka Bay
4901 Manitou Rd
Tonka Bay, MN 55331
612.965.1488
ajennings@cityoftonkabay.net
www.cityoftonkabay.net

From: [Brad White](#)
To: cmackey@excelsiorfire.org
Subject: Excelsior 38450 - Invoice
Date: Monday, February 17, 2025 8:37:00 AM
Attachments: [INV E00219 01142025.pdf](#)
[image001.png](#)

Chief Mackey,

Please find the attached invoice with the associated change order. Please let me know if you have any questions. The truck should be ready on Wednesday of this week. I know you are coming down to look at the unit, I may be able to meet you briefly before I fly out to Dallas that day. However, if you wish, you would be able to take it back with you to your department after you look at the truck.

Once the truck arrives at your location, we need to schedule in service orientation. We can do whatever works for you on this.

Best Regards,

Brad White
Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com
Mobile: 920-450-4094



From: [Brad White](#)
To: [Curt Mackey](#)
Subject: RE: Excelsior UHP Install
Date: Tuesday, December 24, 2024 1:45:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Yes. There will be a change order to add the extra flow meter however the rest of the pump panel change will be covered by MacQueen and Pierce. Ill send photos from my phone.

From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Tuesday, December 24, 2024 1:44 PM
To: Brad White <Brad.White@macqueengroup.com>; Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Greg Nassen <gnassen@ejmetals.com>
Subject: Re: Excelsior UHP Install

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Brad,

Was the pump panel corrected?

Get [Outlook for iOS](#)

From: Brad White <Brad.White@macqueengroup.com>
Sent: Tuesday, December 24, 2024 1:42:17 PM
To: Curt Mackey <cmackey@excelsiorfire.org>; Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Greg Nassen <gnassen@ejmetals.com>
Subject: RE: Excelsior UHP Install

Chief Mackey,

Truck has been moved to Skeeter as of yesterday. I will get you final information on another email. Truck has shipped from Pierce.

Brad

From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Tuesday, December 24, 2024 12:58 PM
To: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Brad White <Brad.White@macqueengroup.com>; Greg Nassen <gnassen@ejmetals.com>
Subject: RE: Excelsior UHP Install

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Brian,

Thank you for the update. We would welcome a visit to work through any changes to locations of the reservoirs. The truck competition date you will need to get from Brad. We had a pump panel problem and it has delayed delivery. No ETA yet?

Thanks,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

"The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C SEC. 2517(4). This e-mail is intended only for the use of those whom it is addressed and may contain information which is privileged, confidential and exempt from disclosure under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify the sender by telephone."

From: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>

Sent: Tuesday, December 24, 2024 7:59 AM

To: Brad White <Brad.White@macqueengroup.com>; Greg Nassen <gnassen@ejmetals.com>; Curt Mackey <cmackey@excelsiorfire.org>

Subject: RE: Excelsior UHP Install

You don't often get email from brian.hurtt@ejmetals.com. [Learn why this is important](#)

Good morning, Brad...as discussed below, the compartment is going to be too small for the anti-freeze reservoir. It will take all space to get the motor, pump, and reel in this location. We will have to have the hydraulic reservoir, anti-freeze reservoir and cooler in the top. There is an option to bring Excelsior out here to discuss further if you would like. We are here Thursday and Friday this week and Monday/Tuesday next week. We are beginning to work on this project, so if that is an option I would rather do this sooner rather than later. Just let me know.

Our plan:

Pump, motor, reel in LS1

Both reservoirs and cooler in the top compartment covered in box. This will be custom made. At this

piont I am not sure what we can do to improve the anti-freeze daily check. I will discuss with the team.

And where is the PTO switch in the cab. We can not locate it. There is nothing labeled PTO.

Thanks

Brian (Dusty) Hurtt
North Plant General Manager- EJ Metals



1201 Maple Creek Lane
New London, WI 54961
Office: 920-779-9913 Cell: 920-505-8943

From: Brad White <Brad.White@macqueengroup.com>

Sent: Friday, August 2, 2024 3:11 PM

To: Greg Nassen <gnassen@ejmetals.com>; Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Curt Mackey <cmackey@excelsiorfire.org>

Subject: RE: Excelsior UHP Install

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Greg,

This has a Cummins L9 with an Allison EVS 3000 transmission.

From: Greg Nassen <gnassen@ejmetals.com>

Sent: Friday, August 2, 2024 11:53 AM

To: Brad White <Brad.White@macqueengroup.com>; Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Curt Mackey <cmackey@excelsiorfire.org>

Subject: RE: Excelsior UHP Install

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Brad,

Can you get the information on the chassis that this system is going on. We need to know what transmission is in this truck so we can order the right pto.

Greg

From: Brad White <Brad.White@macqueengroup.com>

Sent: Wednesday, July 31, 2024 9:57 AM

To: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Curt Mackey <cmackey@excelsiorfire.org>; Greg Nassen <gnassen@ejmetals.com>

Subject: RE: Excelsior UHP Install

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Dusty,

They are trying to keep the anti-freeze low to the ground so they do not have to climb all the way to the top of truck to fill it after it gets used up. It would be easier for their weekly truck checks also. Please let us know what you find.

Brad

From: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>

Sent: Tuesday, July 30, 2024 1:58 PM

To: Brad White <Brad.White@macqueengroup.com>; Curt Mackey <cmackey@excelsiorfire.org>; Greg Nassen <gnassen@ejmetals.com>

Subject: RE: Excelsior UHP Install

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Brad...I need to make sure we are on the same page. From our conversation a few months ago we discussed reservoir, cooler and anti-freeze tank would be mounted up top. The pump, reel, and motor in the compartment. If all this is expected in the one compartment it will be very tight. And the anti-freeze tank will not fit. Is the top still available?

Greg...can all this fit in the space provided, including the anti-freeze tank?

"Please find the attached drawing. Customer decided on putting the UHP in the rear left side compartment LS1. Please let me know if you have any questions. 52" wide X 26" high X 25.88" deep."

Thanks

Brian (Dusty) Hurtt

North Plant General Manager- EJ Metals



1201 Maple Creek Lane
New London, WI 54961
Office: 920-779-9913 Cell: 920-505-8943

From: Brad White <Brad.White@macqueengroup.com>
Sent: Tuesday, July 30, 2024 1:03 PM
To: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Curt Mackey <cmackey@excelsiorfire.org>
Subject: Re: Excelsior UHP Install

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Dusty,

Sounds good we discussed putting an onboard anti-freeze tank with this unit. Can we fit this in the same compartment as the pump, cooler and reservoir? Or is that the reservoir you are talking about?

Bradley White | MacQueen Emergency | C: 920.450.4094 |

On Jun 14, 2024, at 1:47 PM, Brian Dusty Hurtt <brian.hurtt@ejmetals.com> wrote:

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Our goal will be by the end of November if we receive by first of the month. . This is a complicated build. It will take 2 to 4 weeks after delivery. And just confirming, the reel, motor and pump will be in the compartment. The reservoir and cooler will be on top. There is not enough room for everything a hydraulic unit requires to fit just in that compartment. I thought the reel was going in the back?

Thanks

Brian (Dusty) Hurtt
North Plant General Manager- EJ Metals



1201 Maple Creek Lane
New London, WI 54961
Office: 920-779-9913 Cell: 920-505-8943

From: Brad White <Brad.White@macqueengroup.com>
Sent: Monday, June 10, 2024 12:44 PM
To: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Greg Nassen <gnassen@ejmetals.com>; Ken Graper <kgraper@ejmetals.com>
Subject: RE: Excelsior UHP Install

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Current RFP from Pierce is 10/28/2024.

How much time do you guys think you will need for this installation?

From: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>
Sent: Monday, June 10, 2024 7:58 AM
To: Brad White <Brad.White@macqueengroup.com>; Greg Nassen <gnassen@ejmetals.com>; Ken Graper <kgraper@ejmetals.com>
Subject: RE: Excelsior UHP Install

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Thank you...can you give me an estimated delivery date to EJ Metals.

Thanks

Brian (Dusty) Hurtt
North Plant General Manager- EJ Metals



1201 Maple Creek Lane
New London, WI 54961
Office: 920-779-9913 Cell: 920-505-8943

From: Brad White <Brad.White@macqueengroup.com>
Sent: Monday, June 10, 2024 7:44 AM
To: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Greg Nassen
<gnassen@ejmetals.com>; Ken Graper <kgraper@ejmetals.com>
Subject: RE: Excelsior UHP Install

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Dusty,

Please find the attached drawing. Customer decided on putting the UHP in the rear left side compartment LS1. Please let me know if you have any questions. 52" wide X 26" high X 25.88" deep.

Best Regards,

Brad White
Sales Representative
Emergency Apparatus | Apple Valley, MN
[https://link.edgepilot.com/s/70b26ffd/9n0bQ74jRk6h8bCtSO0A6A?
u=http://www.macqueengroup.com/](https://link.edgepilot.com/s/70b26ffd/9n0bQ74jRk6h8bCtSO0A6A?u=http://www.macqueengroup.com/)
Mobile: 920-450-4094



From: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>

Sent: Wednesday, May 22, 2024 12:02 PM

To: Brad White <Brad.White@macqueengroup.com>; Greg Nassen <gnassen@ejmetals.com>; Ken Graper <kgraper@ejmetals.com>

Subject: RE: Excelsior UHP Install

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good afternoon, Brad....I would like a final print of the exact build. I know we discussed a few options, but I would like to see the final on where all this is going. We will start ordering items once we are confident of the locations and such. The last QTR will be tight on capacity, but we should be able to get it through in October. We can get a definitive date as we get closer. Thanks for the update.

Thanks

Brian (Dusty) Hurtt
North Plant General Manager- EJ Metals



1201 Maple Creek Lane
New London, WI 54961
Office: 920-779-9913 Cell: 920-505-8943

From: Brad White <Brad.White@macqueengroup.com>

Sent: Wednesday, May 22, 2024 11:44 AM

To: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>; Greg Nassen <gnassen@ejmetals.com>; Ken Graper <kgraper@ejmetals.com>

Subject: RE: Excelsior UHP Install

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Dusty,

Just a heads up on this unit. This unit is projected to be completed by October of this

year. Please let me know if you have any questions on at this time. Thank you

Best Regards,

Brad White

Sales Representative

Emergency Apparatus | Apple Valley, MN

[https://link.edgepilot.com/s/5d532e0d/9qR_U7a9Aku7YLxBHBvu1A?](https://link.edgepilot.com/s/5d532e0d/9qR_U7a9Aku7YLxBHBvu1A?u=http://www.macqueengroup.com/)

[u=http://www.macqueengroup.com/](http://www.macqueengroup.com/)

Mobile: 920-450-4094



From: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>

Sent: Monday, April 1, 2024 9:24 AM

To: Brad White <Brad.White@macqueengroup.com>; Greg Nassen <gnassen@ejmetals.com>; Ken Graper <kgraper@ejmetals.com>

Subject: FW: Excelsior UHP Install

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Thanks, Brad...can you get 50 amps routed to that compartment. That should be enough to cover everything.

Thanks

Brian (Dusty) Hurtt

North Plant General Manager- EJ Metals



1201 Maple Creek Lane

New London, WI 54961
Office: 920-779-9913 Cell: 920-505-8943

From: Brad White <Brad.White@macqueengroup.com>
Sent: Thursday, March 28, 2024 2:09 PM
To: Brian Dusty Hurtt <brian.hurtt@ejmetals.com>
Subject: Excelsior UHP Install

****This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding****

Dusty,

Per our conversation I have attached the drawing with the allowable space for the 20 GMP Hydraulic UHP system.

We discussed we will have to go with the E1520-17-18 150' reel capacity.
Need to know the power requirement for that compartment. I will put in a wire with 40 amp at this time for the reel. However, if we need more power let me know.
I will be deleting the option for the tank ports so that you guys have the flexibility to tap into it where it best makes sense.

Let me know if I am missing anything.

Brad White

MacQueen Emergency

District Sales Manager | Apple Valley, MN

[https://link.edgepilot.com/s/92b62995/8rZnXnljw0WuF_1VqxKxWw?
u=http://www.macqueengroup.com/](https://link.edgepilot.com/s/92b62995/8rZnXnljw0WuF_1VqxKxWw?u=http://www.macqueengroup.com/)

C. 920-450-4094 | E. brad.white@macqueengroup.com



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From: Brad White <Brad.White@macqueengroup.com>
Sent: Wednesday, July 9, 2025 12:19 PM
To: Andrew Johnson <andrew.johnson@macqueengroup.com>
Subject: Excelsior Fire District Correspondence

Andy,

I have reviewed my correspondence with the Chief during the process of building of their truck. Here is what I found.

Pre-construction changes signed and attached. First three attachments

Additional changes through the build of the unit for lighting etc. Next three attachments

The final inspection report (blue floor inspection report that is a summary of all prudent changes at Pierce during the final inspection) drove the changes of the final additional change report – Status 78 – and the final change order driving to the final invoice. Next three attachments. The final inspection report is their request for changes.

Also driving some of the changes is the approval of the graphics print. These changes follow the changes made to the graphics design. Final Attachment

The unit was built per the direction of the Chief and their truck committee. MacQueen/Pierce did cover issues to the pump panel to meet customer expectations. The only charge that was agreed upon verbally was the addition of the Flow Meter gauge to the pump panel at standard cost to the department.

Please review and let me know if you have any questions.

Finally, as a point of interest, they do have a duplicate truck on order with us currently and we have been asked to match this unit with their next unit so many of these changes would be applied to that unit as well.

Best Regards,

Brad White
Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com
Mobile: 920-450-4094



Fwd: Excelsior Fire District Correspondence

From Adam Jennings <ajennings@cityoftonkabay.net>

Date Wed 7/9/2025 5:26 PM

To CJ Holl <choll@cityoftonkabay.net>

 10 attachments (18 MB)

Change Order Email - Excelsior 01 Email.pdf; Change Order Email - Excelsior 02 Email.pdf; Copy of Copy of 38450 Change Order - Excelsior PUC (004).pdf; RE Additions - Change Order 38450 - Email.pdf; RE_ New Engine - Change Order Email Additions.pdf; 38450 Change Order - Excelsior PUC - Additional.pdf; 38450 - Final Inspection Report - Excelsior Enforcer PUC - Complete.pdf; 38450 Change Order - Final Inspection Adds - Status 78.pdf; 38450 Change Order - Excelsior PUC.pdf; RE_ 38450 Excelsior, MN - Graphics Print Approval-Email.pdf;

Adam Jennings

Mayor

City of Tonka Bay

4901 Manitou Rd

Tonka Bay, MN 55331

612.965.1488

ajennings@cityoftonkabay.net

www.cityoftonkabay.net



Begin forwarded message:

From: Andrew Johnson <andrew.johnson@macqueengroup.com>

Subject: Fw: Excelsior Fire District Correspondence

Date: July 9, 2025 at 5:09:24 PM CDT

To: "ajennings@cityoftonkabay.net" <ajennings@cityoftonkabay.net>

Cc: Brad White <Brad.White@macqueengroup.com>

Mayor Jennings, (Adam),

Attached is the email correspondence and various attachments regarding the change orders that we spoke to this afternoon. Please let us know if you would like to connect further on the topic. We are here to openly discuss any of your questions.

We value your business and appreciate the opportunity to serve you and your community.

Thank you - Andy

Andy Johnson

Vice President and General Manager | St Paul, MN

macqueengroup.com

Mobile: 612-490-7838

MacQueen Questions

1. How are change orders built and added to as they move through the build process?
2. Explain the use of verbal or email approvals? The initial change order is signed, but subsequent additions don't appear to be. However, there appears to be verbal or email approval either stated in the emails or implied in the responses.
3. Change order invoice is dated Jan - when would it have been received? It looks like it went out the door as the truck went out the door in late December. Or shortly thereafter.
4. Need explanation on the items "at cost" within the change order. See pre-construction 1st three attachments Aug 27, 2024 emails.
5. Communication: Is mentioned with the Chief and the Truck Committee. Who had approval authority? Did McQueen work direct with the Chief or also with the committee members?
6. On Oct 22, 2024 there is communication approving changes – they seem to be reflected on the change order by the Oct 23, 2024 changes. After that, there are multiple changes on December 6 and December 9 as noted on the change order. Were those approved? Verbally? Email? **The flow meter on December 16 was noted in Brad's email as being only item approved verbally. Last item on the change order.
7. In "First three attachments" noted as pre-construction generally from March 6, 2024, there are the emails from August 27, 2024. These seem to be from a different email thread and seem to fit with the "second three attachments" for additional changes threads from August 19 and August 27, 2024.

8. Also on “first three attachments” Curt asks question in email about being over \$21k on original price. Do not see a response or approval, although change order does have an electronic signature. What is the date of approval? Signature does not have a date?
9. On the “second three attachments” and associated change order additions (total \$16,861.82 for lighting etc) the change order isn’t signed and there seems to be an implied approval from Brad’s email confirmation. However, there isn’t a response from Curt or anyone approving changes? See note above as Curt does say, “Move ahead!” on Aug 27 email. Subject seems to be the same. Is this the approval?
10. Some of the “customer changes” noted on the final inspection report seem to drive the final December 6 and December 9, 2024 change order additions – although not clear as the final inspection report includes additions as well simply adjustments/corrections.
 1. How was the final inspection report approved? Looks like Brad’s signature – would sales rep routinely approve final inspection or would customer?
 2. Is there documentation of customer approval of the December 6 & 9, 2024 changes other than the “customer change” noted on the Inspection report?
11. At the April Excelsior Fire Board meeting when the \$51K change order was discussed, the Board gave direction to the Chief to “negotiate” a lower price with MacQueen. He reported back that the price was not negotiable, but said a verbal commitment was received to “make it right” on the next truck, currently on order.
 1. Did the chief attempt to negotiate the final change order? What was the feedback?
 2. What would MacQueen’s policy on negotiating pricing on change orders?

From: [Curt Mackey](#)
To: [Brad White](#)
Subject: RE: Change Order
Date: Wednesday, March 6, 2024 3:15:53 PM
Attachments: [image001.png](#)
[image004.png](#)

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Brad,

It would appear we are 21k over the original price correct?

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>

Sent: Wednesday, March 6, 2024 2:58 PM

To: Curt Mackey <cmackey@excelsiorfire.org>

Subject: Change Order

Chief Mackey,

Here is where we are at with the changes currently. Please call me if you have any questions. I sorted it alphabetically and you do not have to keep these changes. You can revert back to whatever you wish.

Best Regards,

Brad White

MacQueen Emergency

District Sales Manager | Apple Valley, MN

www.macqueengroup.com

C. 920-450-4094 | E. brad.white@macqueengroup.com

From: [Curt Mackey](#)
To: [Brad White](#)
Subject: RE: Additions - Change Order 38450
Date: Tuesday, August 27, 2024 3:10:12 PM
Attachments: [image001.png](#)

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This looks good.

Please move ahead!!

Curt Mackey, Fire Chief

*Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690
Cell: 952-210-6718*

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>
Sent: Tuesday, August 27, 2024 2:43 PM
To: Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: Additions - Change Order 38450

Sent you the wrong one. Please find attached Change Order.

From: Brad White
Sent: Tuesday, August 27, 2024 2:18 PM
To: cmackey@excelsiorfire.org
Subject: Additions - Change Order 38450

Chief Mackey,

Here is the change order for the items you requested. MacQueen covered half of the markup and Pierce covered the other half to get you to straight cost. They have made these changes to the order. Please add this amount to the other approved change order. Please let me know if you have any questions.

Best Regards,

Brad White

Sales Representative

Emergency Apparatus | Apple Valley, MN

www.macqueengroup.com

Mobile: 920-450-4094



Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/26/2024	Changed	0000854	Air Inlet, w/Disconnect Coupling	1	\$536.81	
2/26/2024	Deleted	0068871	Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1	(\$1,504.72)	
2/26/2024	Deleted	0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1	(\$143.61)	
2/26/2024	Added	0696438	Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1	\$186.40	
2/26/2024	Deleted	0556853	Bezels, Wln, (2) M6 Chrome Pierce, For Mtg (3) Wln M6 Lts	1	(\$484.53)	
2/26/2024	Added	0556842	Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1	\$815.50	
2/26/2024	Deleted	0659867	Bottle, Windshield Washer, Wiper Fluid Low LED Indicator & Message On Display	1	(\$264.44)	
2/27/2024	Deleted	0725642	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep	1	(\$2,129.03)	
2/26/2024	Deleted	0746103	Cabinet, Rear Facing, LS, 23 W x 26 H x 24 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1	(\$3,155.05)	
2/26/2024	Added	0753805	Cabinet, Rear Facing, LS, 23 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,485.64	
2/26/2024	Deleted	0740845	Cabinet, Rear Facing, RS, 22 W x 26 H x 22.75 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1	(\$3,231.00)	
2/26/2024	Added	0753150	Cabinet, Rear Facing, RS, 22 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,470.71	
2/26/2024	Deleted	0617577	Chocks, Wheel, Worden HWG- SB, Super Gripper	1	(\$320.83)	
2/28/2024	Deleted	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	(\$396.13)	
3/1/2024	Added	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	\$480.76	
2/26/2024	Added	0000853	Compressor, Air, Kussmaul 091-9 12V Brake System	1	\$1,716.40	
2/27/2024	Changed	0657522	Compt, Air Bottle, Triple, Fender Panel	-1	(\$1,190.74)	
2/27/2024	Added	0622393	Compt, Air Pack Fender Panel	1	\$1,544.66	
2/29/2024	Added	0611205	Compt, HSH, (1), Top of Body Compt, PUC	2	\$5,335.02	
2/26/2024	Deleted	0620701	Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Web, SFR/Enf	1	(\$1,545.59)	
2/27/2024	Added	0734627	Control, Warning Lt Intensity, Wln, Switch	1	\$426.42	
2/26/2024	Deleted	0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	(\$1,729.48)	
2/26/2024	Deleted	0060852	Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1	(\$180.90)	
2/26/2024	Added	0040475	Crowns, Front Fender, Rubber	1	\$612.62	
2/27/2024	Added	0535408	Cutout, Access, in Hose Bed Divider, w/Location Feature	4	\$450.19	
2/27/2024	Added	0089471	Cutout, Handhold, in Hose Bed Divider	4	\$280.86	
2/26/2024	Added	0894089	Dash, Heavy Duty Metal, Enforcer	1	\$2,129.93	
2/28/2024	Changed	0749510	Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1	\$182.78	
2/28/2024	Added	0766493	Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1	\$1,748.18	
2/28/2024	Added	0522815	Emblem, American Flag, Waving, Gerber Vision, Pair	1	\$335.84	
2/28/2024	Added	0684184	Emblem, Maltese Cross, Reflective, 15"-17", Pair	1	\$790.62	
3/4/2024	Added	0679381	Emblem, Tasmanian Devil Logo, Pair	1	\$1,215.19	
3/4/2024	Added	0638940	Emblem, "Honoring America's Bravest" w/ Helmet, Gerber Vision Pr.16" wide	1	\$408.15	
2/28/2024	Added	0731766	Enclosure, Transverse, Lower Crosslay Module, Strap, PUC	1	\$577.45	
2/27/2024	Added	0653982	Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Pumper, 3G	1	\$956.99	
2/27/2024	Deleted	0738201	Fender Crowns, Rear, S/S UL-LX, W/Removable Fender Liner, Pumper, 3G	1	(\$1,036.56)	
2/26/2024	Deleted	0772844	Fenders, S/S on cab, Extra Wide, UL-LX, Enf	1	(\$1,562.30)	
2/26/2024	Changed	0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	\$25.58	
2/28/2024	Deleted	0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1	(\$630.91)	
2/28/2024	Added	0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1	\$1,262.20	
2/28/2024	Deleted	0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1	(\$392.75)	
2/28/2024	Added	0756688	Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1	\$2,226.29	
2/26/2024	Deleted	0544440	Handlts, (2) Streamlight, LiteBox, 12v, Orange	1	(\$921.94)	
3/5/2024	Deleted	0557023	Handrail, 10", Below Cab Windshield, Pair	1	(\$496.68)	
2/26/2024	Added	0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1	\$972.37	
2/27/2024	Added	0611527	Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit	1	\$559.88	
2/26/2024	Added	0611614	Handrails, 10", Below Cab Windshield, Hansen Knurled Alum, LED, Backlit, Pair	1	\$882.61	

2/27/2024	Added	0625971	Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, PUC/HDRP	1	\$607.45
3/5/2024	Added	0681413	Headset, Firecom, FH-51 Over Head, Radio Transmit	2	\$1,455.56
3/5/2024	Added	0681396	Headset, Firecom, FH-52 Over Head, Intercom Only	3	\$2,183.34
2/26/2024	Deleted	0633479	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1	(\$154.57)
2/26/2024	Changed	0633453	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1	\$166.22
2/26/2024	Added	0630143	Hose Restraint, Bumper Tray, Vinyl Cover	1	\$202.43
2/27/2024	Deleted	0591033	Hose Restraint, Hose Bed, Vinyl, Top and Rear	1	(\$874.44)
3/4/2024	Added	0816354	Hose Restraint, Hose Bed, Web, Rear, Separate Top, Split 2-Sec, Seat Belt, CTube	1	\$1,855.11
2/26/2024	Changed	0722696	HVAC, Standard-Duty, Enforcer, CARE	1	\$1,017.73
2/26/2024	Deleted	0559185	Install Customer Provided Handlight Charger(s)	5	(\$643.99)
2/26/2024	Changed	0559503	Install Customer Provided, Portable Radio Charger(s)	-1	(\$128.80)
2/27/2024	Deleted	0733387	Ladder, 10' Duo-Safety Folding 585A	1	(\$288.95)
2/27/2024	Added	0898121	Ladder, 12' Duo-Safety Folding 585A	1	\$400.48
2/27/2024	Deleted	0004230	Ladder, 14' Duo-Safety 775A Roof	1	(\$503.22)
2/27/2024	Added	0819157	Ladder, 14' Duo-Safety 875-DR Roof	1	\$1,289.72
2/28/2024	Added	0592929	Lettering, Reflective 3" w/Gradient Outline & Shade, Each	18	\$211.85
2/28/2024	Added	0685993	Lettering, Reflective, 10.00", Each	4	\$190.88
2/28/2024	Deleted	0686158	Lettering, Reflective, 3.00", (61-80)	1	(\$910.34)
2/28/2024	Added	0686157	Lettering, Reflective, 3.00", (81-100)	1	\$1,519.24
2/28/2024	Added	0686033	Lettering, Reflective, 4.00", Each	12	\$303.85
2/28/2024	Added	0686002	Lettering, Reflective, 8.00", Each	26	\$1,046.58
2/27/2024	Deleted	0785082	Light Twr, CL KL409D-H4, Vision-X LEDs, 12 VDC, Cld, 4lts	1	(\$20,451.39)
2/26/2024	Deleted	0651432	Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1	(\$2,054.43)
2/27/2024	Deleted	0691544	Light, GTT, 794" LED Opticom Emitter, Remote Mounted on Cab Roof	1	(\$2,368.25)
2/29/2024	Added	0789467	Light, Traffic Directing, Wln TAM65 Split, 2-19.75" Long LED	1	\$3,329.69
2/26/2024	Changed	0764324	Light, Visor, HiViz, FT-B-72-ML-*, Cnt Feature	1	\$231.94
2/27/2024	Deleted	0670129	Lightbar, Federal, Vision VSLR8S-NFPA2 LED	1	(\$5,423.29)
2/29/2024	Added	0778761	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1	\$10,633.40
2/29/2024	Changed	0778761	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1	\$88.69
2/27/2024	Added	0773627	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR ROptR RWRRR, 30 Deg	1	\$11,212.31
2/27/2024	Changed	0773627	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR ROptR RWRRR, 30 Deg	1	\$88.69
2/29/2024	Deleted	0773627	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR ROptR RWRRR, 30 Deg	1	(\$11,301.00)
2/27/2024	Added	0733231	Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1	\$9,301.03
2/27/2024	Changed	0733231	Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1	\$88.69
2/27/2024	Deleted	0733231	Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1	(\$9,389.72)
2/27/2024	Changed	0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	-1	(\$215.68)
2/28/2024	Added	0896616	Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1	\$997.24
2/28/2024	Deleted	0745844	Lights, Front Zone, Wln 6RB* M6** M6** 6RB* LED, 4lts Q Bzl, Trm Fet	1	(\$2,393.44)
2/28/2024	Added	0734071	Lights, Front Zone, Wln M6** M6** M6** LED, Q Bzl, 4lts	1	\$2,731.01
2/26/2024	Changed	0733343	Lights, HiViz FT-GESM* LED 1st	2	\$433.73
2/26/2024	Changed	0772404	Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1	\$216.86
2/28/2024	Deleted	0772404	Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1	(\$1,827.72)
2/26/2024	Changed	0772401	Lights, HiViz FT-MB-2.15-*-, 17.5", 2nd	1	\$216.86
2/28/2024	Deleted	0772401	Lights, HiViz FT-MB-2.15-*-, 17.5", 2nd	1	(\$1,827.72)
2/26/2024	Changed	0773346	Lights, HiViz FT-MB-2.15-*--CPREC 17.5" LED, 1st	2	(\$287.45)
2/28/2024	Deleted	0773346	Lights, HiViz FT-MB-2.15-*--CPREC 17.5" LED, 1st	2	(\$3,407.40)
2/26/2024	Changed	0773332	Lights, HiViz FT-MB-2.15-*--CPREC 17.50" LED, 2nd	2	(\$287.45)
2/28/2024	Deleted	0773332	Lights, HiViz FT-MB-2.15-*--CPREC 17.50" LED, 2nd	2	(\$3,407.40)
2/26/2024	Changed	0769560	Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1	\$184.18
2/26/2024	Deleted	0564854	Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light Housing	1	(\$745.44)
2/28/2024	Added	0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1	\$967.59

2/26/2024	Added	0609823	Lights, Rear Zn Lwr, Wln M6V2* LED, For Tail Lt Housing	1	\$2,202.36
2/26/2024	Changed	0609823	Lights, Rear Zn Lwr, Wln M6V2* LED, For Tail Lt Housing	1	\$231.94
2/28/2024	Deleted	0609823	Lights, Rear Zn Lwr, Wln M6V2* LED, For Tail Lt Housing	1	(\$2,434.30)
2/27/2024	Deleted	0514167	Lights, Rear/Side Up Zone, Fed QL64XF* LED, 6 LED lights	1	(\$1,776.88)
2/28/2024	Added	0743720	Lights, Rear/Side Up Zone, Wln M6** LED 4lts	1	\$1,997.17
2/28/2024	Deleted	0747228	Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	1	(\$2,307.96)
2/28/2024	Added	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$6,782.86
2/28/2024	Changed	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$463.88
2/28/2024	Changed	0743910	Lights, Side, Wln M6** LED, Trm Fet 1st	2	\$1,073.18
2/28/2024	Added	0743913	Lights, Side, Wln M6V2** Trm Fet 1st	2	\$2,785.84
2/28/2024	Changed	0743913	Lights, Side, Wln M6V2** Trm Fet 1st	-1	(\$1,392.92)
2/28/2024	Added	0743911	Lights, Side, Wln M6V2** Trm Fet 2nd	2	\$2,785.84
2/28/2024	Changed	0743911	Lights, Side, Wln M6V2** Trm Fet 2nd	-1	(\$1,392.92)
2/28/2024	Price Override	0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg		\$594.94
2/28/2024	Added	0806205	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	1	\$1,559.08
2/28/2024	Added	0806207	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	2	\$2,265.20
2/28/2024	Added	0806206	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	1	\$1,559.08
2/28/2024	Added	0806208	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	2	\$2,993.39
2/29/2024	Deleted	0537512	Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1	(\$176.78)
2/27/2024	Deleted	0664791	Location, Light Tower Controller, Driver's Side Front Body Compartment	1	(\$101.02)
2/27/2024	Deleted	0664471	Location, Light Tower, Cargo Area	1	(\$213.43)
2/29/2024	Added	0729727	Location, TDL, Over Hose Bed, Cross Tube (Included), Recessed	1	\$1,425.13
2/29/2024	Added	0530079	Location, TDL, Surface Mounted on the Hatch Compartments	1	\$330.80
2/29/2024	Deleted	0530079	Location, TDL, Surface Mounted on the Hatch Compartments	1	(\$330.80)
2/29/2024	Added	0530281	Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1	\$83.47
2/29/2024	Added	0529654	Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1	\$41.72
2/29/2024	Deleted	0529654	Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1	(\$41.72)
2/27/2024	Added	0562534	Modify Ladder Storage Blister, End Point, Front of Ladder Storage	1	\$448.75
2/26/2024	Deleted	0646364	Mounting Brackets, Chocks, Worden Safety, Model U815T	1	(\$188.18)
2/28/2024	Deleted	0735953	Mounting, Little Giant Ladder, Upper Crosslay Module, Strap, PUC	1	(\$551.21)
2/27/2024	Added	0521688	Not Required, Cap. Long Handle, Front Inlet, Pre-connected Hose	1	(\$88.39)
2/27/2024	Added	0721316	Partition, Vertical Compt, Special Location	1	\$427.61
2/26/2024	Changed	0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1	\$25.58
2/28/2024	Added	0780309	Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1	\$501.66
2/28/2024	Added	0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1	\$439.67
2/28/2024	Added	0781579	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2	\$879.35
2/29/2024	Added	0683718	Recess, Rear Vision Camera Into Lightstick Housing	1	\$240.80
2/28/2024	Added	0755557	Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/1.00" Gaps	1	\$1,008.54
2/28/2024	Deleted	0779467	Reflective Band, Special, Rose City	1	(\$1,894.23)
2/26/2024	Added	0796053	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab, 2.00"	1	\$1,136.51
2/26/2024	Added	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$375.01
2/26/2024	Deleted	0664066	Shelf, Equipment Mounting, Aluminum, Lip	1	(\$126.82)
2/28/2024	Changed	0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	2	\$512.66
2/26/2024	Deleted	0016857	Shoreline, 20A 120V, Kusmaul Auto Eject, 091-55-20-120, Super	1	(\$570.88)
2/26/2024	Added	0542439	Shoreline, 20A 120V, Straight Blade, NEMA 5-20, Red Cover	1	\$452.34
2/28/2024	Deleted	0006095	Siren, Mechanical, Mounted Above Deckplate	1	\$237.67
2/28/2024	Added	0731255	Splash Guard, Vinyl, Crosslay Front, PUC	1	\$738.97
2/26/2024	Deleted	0605356	Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1	(\$2,532.97)
2/26/2024	Added	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$1,951.04
2/26/2024	Changed	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$302.25
2/26/2024	Deleted	0620344	Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1	(\$1,378.73)

2/29/2024	Deleted	0605638	Storage, HSH, Hose Bed, Trough, Strap, PUC	2	(\$2,979.37)	
2/27/2024	Added	0806306	Straps, Top of Hose Bed	1	\$175.81	
2/28/2024	Deleted	0065687	Stripe, Reflective, Cab Doors Interior	1	(\$165.81)	
2/28/2024	Added	0509398	Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior	1	\$821.01	
2/26/2024	Changed	0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1	\$123.67	
3/4/2024	Added	0897454	Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, LS Overhead Sw Pnl, Mux	1	\$335.44	
3/4/2024	Deleted	0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	1	(\$258.42)	
2/29/2024	Changed	0732444	Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1	\$207.48	
2/26/2024	Added	0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	1	\$3,743.16	
2/26/2024	Deleted	0582936	Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1	(\$2,784.80)	
2/28/2024	Added	0819422	Toolboard, Pac Trac, Installed on Compartment Wall, Back Wall Only	3	\$2,527.72	
2/26/2024	Deleted	0612051	Tow Eyes, Chrome, Extd Out Front of Bumper, Tow Anchors, Fabricated Steel, Ent/SFR	1	(\$687.15)	
3/4/2024	Deleted	0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1	(\$887.63)	
2/28/2024	Deleted	0739259	Tray, Slide-out, 2-Way, 300 Lbs, Utility, 3" Sides, Lower Crosslay Area, PUC	1	(\$1,823.24)	
2/29/2024	Added	0635245	Trim, Round Alum Extrusion (Hose Bed Style), Top of Hose Tray, Each	2	\$500.56	
3/6/2024	Changed	0746688	Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1	\$315.57	
2/29/2024	Deleted	0732958	Trough, Folding Ladder, Ladder Storage	1	(\$243.00)	
2/29/2024	Added	0732963	Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1	\$279.47	
2/29/2024	Added	0004361	Tubes, Alum, Pike Pole Storage	2	\$471.17	
2/27/2024	Changed	0730367	Valve, Ball Intake, TFT, AP Series	2	(\$432.53)	Excluded Feature Removed
2/28/2024	Added	0756619	Water Level Gauge, Win M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt.	2	\$3,955.20	
2/28/2024	Changed	0750438	Water Level Gauge, Win PSTANK2, LED 1-Light, 4-Level	-3	(\$1,775.38)	
2/28/2024	Changed	0750438	Water Level Gauge, Win PSTANK2, LED 1-Light, 4-Level	1	(\$65.77)	
2/27/2024	Added	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1	\$4,445.96	
2/27/2024	Deleted	0019575	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1	(\$2,416.92)	
2/26/2024	Changed	0548004	Wiring, Spare, 15 A 12V DC, NFPA 2016 1st	-1	(\$105.59)	
2/26/2024	Added	0821438	Wiring, Spare, 15 A 12VDC Power Point, Dual USB-C Batt Dir NFPA1900 1st	1	\$258.64	
2/26/2024	Deleted	0548009	Wiring, Spare, 20 A 12V DC 1st	1	(\$115.57)	
2/26/2024	Deleted	0548013	Wiring, Spare, 20 A 12V DC 2nd	1	(\$115.57)	
					<u>\$21,237.37</u>	

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: *Curtis Mackey*

Sales Representative Signature: _____

From: [Brad White](#)
To: cmackey@excelsiorfire.org
Subject: RE: Additions - Change Order 38450
Date: Tuesday, August 27, 2024 2:41:00 PM
Attachments: [38450 Change Order - Excelsior PUC - Status 71.pdf](#)
[image001.png](#)

Sent you the wrong one. Please find attached Change Order.

From: Brad White
Sent: Tuesday, August 27, 2024 2:18 PM
To: cmackey@excelsiorfire.org
Subject: Additions - Change Order 38450

Chief Mackey,

Here is the change order for the items you requested. MacQueen covered half of the markup and Pierce covered the other half to get you to straight cost. They have made these changes to the order. Please add this amount to the other approved change order. Please let me know if you have any questions.

Best Regards,

Brad White
Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com
Mobile: 920-450-4094



From: [Brad White](#)
To: [Curt Mackey](#)
Subject: RE: New Engine
Date: Monday, August 19, 2024 3:14:00 PM
Attachments: [image002.png](#)
[image003.png](#)
[38450 Change Order - Excelsior PUC - Additional.pdf](#)

Chief Mackey,

Please find the attached change order for the changes that your team requested during our last meeting. Pricing is higher as this has moved into manufacturing. Please call me to discuss. This amount would be in addition to the already approved change order amount. Pierce has not made any changes yet however if you would like us to add these changes please let me know and I can have them added. If added total change order would be \$38,099.19

Let me know how you would like to proceed.

Brad White

Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com
Mobile: 920-450-4094



From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Tuesday, July 2, 2024 2:02 PM
To: Brad White <Brad.White@macqueengroup.com>
Subject: RE: New Engine

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Thank you!!

Curt Mackey, Fire Chief
Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>

Sent: Tuesday, July 2, 2024 12:00 PM

To: Curt Mackey <cmackey@excelsiorfire.org>

Subject: RE: New Engine

Per NFPA if the light has white in it, the light needs to be disabled with the parking brake. If the light is colored I think it can be wired to stay on. I am checking.

From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Monday, July 1, 2024 11:37 AM

To: Brad White <Brad.White@macqueengroup.com>

Subject: Fwd: New Engine

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Hi Brad ,

Can you confirm this request?

Get [Outlook for iOS](#)

From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Monday, July 1, 2024 11:35:58 AM

To: Andy Hein <ahein@excelsiorfire.org>

Subject: Re: New Engine

Ok I will send it over. Thanks.

Get [Outlook for iOS](#)

From: Andy Hein <ahein@excelsiorfire.org>

Sent: Monday, July 1, 2024 11:17:33 AM

To: Curt Mackey <cmackey@excelsiorfire.org>

Subject: New Engine

We had 1 other thought on the new engine.

We wanted to make sure that the Mars Light does not turn off when the parking brake is applied.

Not a vital thing but also don't want to get charged for any changes down the road.



Andy Hein

Captain 11 - Fire Inspector 1

Excelsior Fire District

Address: 24100 Smithtown Rd, Shorewood, MN 55331

Phone: 952-960-1671 Cell: 952-200-8072

Fax: 952-960-1690

Website: <http://www.excelsiorfire.org/>

Customer: Excelsior Fire District
Bid # / Job #: 1102 / 38450
Date: 8/9/2024 12:27:42 PM

Date	Change Type	Option Code	Description	New Feature Text	Quantity	Customer Price	Comments
8/14/2024	Added	0756033	Lights, HiViz FT-MB-15-**-*, 19.77", 1st		2	\$7,106.64	
8/14/2024	Added	0604059	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s)		1	\$1,567.58	
8/14/2024	Added	0709690	Tray, 250 lb Slide-out, 2" Sides - Adj, Height, Predefined Locations		2	\$3,105.19	
8/14/2024	Changed	0889452	Lights, Side, WIn I2SM# Duo LED, Mounted In Rubrail, 1st	04	4	\$5,082.41	
						\$16,861.82	

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: _____

Sales Representative Signature: _____

From: [Curt Mackey](#)
To: [Brad White](#)
Subject: RE: 38450 Excelsior, MN
Date: Tuesday, October 22, 2024 2:44:10 PM

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Brad,

This looks good!!

Curt Mackey, Fire Chief

*Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690
Cell: 952-210-6718*

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>
Sent: Friday, October 18, 2024 9:30 AM
To: Curt Mackey <cmackey@excelsiorfire.org>
Subject: Fwd: 38450 Excelsior, MN

Please review and approve

Bradley White | MacQueen Emergency | C: 920.450.4094 |

Begin forwarded message:

From: Mitchell White <mwhite@piercemfg.com>
Date: October 18, 2024 at 5:32:08 AM CDT
To: Brad White <Brad.White@macqueengroup.com>
Cc: Ann Olsen <aolsen@piercemfg.com>, Joel Nowak <JNowak@piercemfg.com>
Subject: 38450 Excelsior, MN

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good morning Brad,

Attached is the revised LP for 38450 Excelsior, MN. Please closely review the graphics LP with the customer. If all the graphics are correct, please have the customer send back a signed approval.

If you have any questions or changes, please let me know.

I hope you have a great weekend!

Thank you,

Mitchell White

Graphics Customer Advisor

Pierce Mfg

920-832-3649

mwhite@piercemfg.com

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Thank you.

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 12/30/2024 9:11:07 PM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
10/23/2024	Deleted	0686157	Lettering, Reflective, 3.00", (81-100)	1	(\$1,519.24)	
10/23/2024	Added	0686155	Lettering, Reflective, 3.00", (141-160)	1	\$2,634.34	
10/23/2024	Added	0686081	Lettering, Reflective, 3.00", (21-40)	1	\$592.73	
10/23/2024	Deleted	0686002	Lettering, Reflective, 8.00", Each	26	(\$1,046.58)	
10/23/2024	Added	0685999	Lettering, Reflective, 8.00", (41-60)	1	\$1,884.57	
10/23/2024	Changed	0685993	Lettering, Reflective, 10.00", Each	4	\$198.59	
10/23/2024	Changed	0686033	Lettering, Reflective, 4.00", Each	-8	(\$202.56)	
10/23/2024	Added	0686030	Lettering, Reflective, 4.00", (1-20)	1	\$526.87	
10/23/2024	Deleted	0679381	Emblem, Tasmanian Devil Logo, Pair	1	(\$1,215.19)	
10/23/2024	Deleted	0638940	Emblem, "Honoring America's Bravest" w/ Helmet, Gerber Vision Pr.16" wide	1	(\$408.15)	
10/23/2024	Added	0627578	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Pair	1	\$425.52	
10/23/2024	Added	0721512	Emblem, Dept. Patch, 18-20", Gerber Vision, Pair	1	\$716.44	
10/23/2024	Added	0612024	Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1	\$566.42	
12/9/2024	Deleted	0686972	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir	1	(\$215.53)	
12/9/2024	Added	0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	1	\$265.75	
12/9/2024	Added	0658980	Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1	\$556.52	
12/9/2024	Added	0683282	Label, Outline, Switches	1	\$68.72	
12/6/2024	Deleted	0637222	Light, Mars TB8-L1-P1" LED, S/S Wedge Brkt Centered Under Windshield	1	(\$1,388.26)	
12/6/2024	Added	0830279	Light, Mars TB8-L1-P1" LED, S/S Wedge Brkt Centered Under Windshield, Emaster	1	\$2,214.56	
12/6/2024	Price Override	0830279	Light, Mars TB8-L1-P1" LED, S/S Wedge Brkt Centered Under Windshield, Emaster	1	(\$451.56)	
12/6/2024	Added	0606285	Switch, Locking Rocker Style, Tire Chains, MUX Chassis	1	\$205.55	
12/6/2024	Added	0731912	Switch, 12V (Inst Pnl), Load Manager, Hard Wired Rocker IPO MUX Rocker	1	\$186.25	
12/6/2024	Added	0823296	Switch, Rocker Style, Hardwired, IPOS Mux, Qty, Loc	1	\$536.76	
12/6/2024	Added	0775016	Programming, Wln 295SLSA1/SL101 Elec Siren, T1-Warble, T2-Yelp, T3-Piercer	1	\$245.37	
12/6/2024	Changed	0756033	Lights, HiViz FT-MB-15"-", 19.77", 1st	2	\$486.24	Added a switch to PS
12/6/2024	Added	0784791	Switches, MUX Rocker, Outlined in Red	1	\$47.55	
12/6/2024	Added	0817030	Switches, MUX Rocker, Outlined in Yellow	1	\$99.85	
12/6/2024	Changed	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$768.09	
12/6/2024	Changed	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr.Ovr 25	1	\$360.70	Perimeter Light Switch added
12/6/2024	Deleted	0768311	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grn Mt LED 2lts	1	(\$189.64)	
12/6/2024	Added	0742133	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grn Mt LED Blk 2lts	1	\$739.07	
12/6/2024	Added	0898134	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s), Loc	1	\$812.74	
12/6/2024	Changed	0756619	Water Level Gauge, Wln M4** Black Flange, Grn-Blu-Amb-Red, Vert, Mnt,	2	\$162.98	switched to Ignition
12/6/2024	Added	0651512	Window Protector Bars, Knurled, Crew Doors, 6" Above Window Sill Plate	1	\$633.46	
12/16/2024	Added	0795149	Gauge, Flowmeter, Class 1, IAT, GPM, PUC	1	\$4,011.49	
					\$13,310.38	

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: _____

Sales Representative Signature: _____



MACQUEEN™

14607 Felton Court Suite 109
Apple Valley, MN 55124
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PLEASE REMIT TO:
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1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

Branch 06 - APPLE VALLEY MN		
Date 01/14/2025	Time 13:29:41 (O)	Page 1
Account No EXCEL002	Phone No	Inv No 03 E00219
Ship Via		Purchase Order CONTRACT
Tax ID No		
BRAD WHITE		Salesperson 149

EQUIPMENT INVOICE

Description	Amount
Stock #: C039357 Serial #: 38450	829671.57
New 2024 PI PUMPER-ENFOR	
New PIERCE ENFORCER PUC PUMPER	
CONTRACT PRICE \$800,919.00	
PREPAYMENT DISCOUNT (\$22,657.00)	
CHANGE ORDER \$51,409.57	

TOTAL PURCHASE \$829,671.57	

Miscellaneous Charges/Credits

=====			
PRE-PAYMENT	Qty:	1 Price:	778262.00 778262.00-

Subtotal:	51409.57
Total Charge:	51409.57

New 2024 PIERCE ENFORCER PUC PUMPER
VIN 4P1BAAFFXRA027342
JOB 38450

CERTIFICATE OF ORIGIN/MSO INFO:
EXCELSIOR FIRE DISTRICT
24100 SMITHTOWN ROAD
SHOREWOOD, MN 55331
ATTN: CHIEF CURT MACKEY

LIENHOLDER INFO:
PNC BANK, NATIONAL ASSOCIATION
995 DALTON AVE.
CINCINNATI, OH 45203

X

Received By

Date

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EXCELSIOR FIRE DISTRICT

Job Number: 38450-1

Parent Work Order Number: 30702025

Sales Rep: WHITE BRADLEY

Requirements Manager: MAAS, CHRISTOPHER L

Targeted Departure Date and Time: Dec 13 2024 8:00 AM

Delivery Option: Dealer Driver Outside Party Inspection: Yes

Inspected By: _____

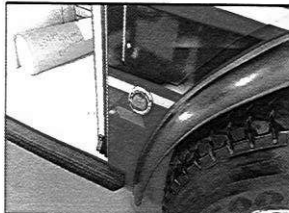
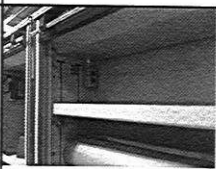
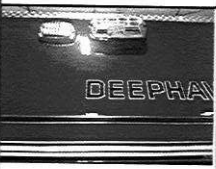
Do you want the Truck to be sprayed with Transit coating: Yes

Note: Your signature indicates that you understand that Pierce is not responsible for corrosion related warranty claims on Trucks not receiving Transit Coating between the dates of November 1st and April 1st.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		27	Issue	Body Exterior - Both Sides - Crosslay / Speedlay - End Flange on the upper trough is too high. Should be 2" per option 746688	Closed	Improper Asy	Repaired	(12/09/24 3:00 PM): cut down and smoothed out (12/09/24 3:00 PM): Item Complete.
		75	Issue	Body Exterior - Both Sides - Lights - Customers would like the fold away clearance/ turn lights not to come on as turn signal just to be solid all the time.	Closed	Customer Change	Repaired	(12/09/24 5:56 AM): PCO Needed: (12/11/24 12:42 PM): programmed (12/11/24 12:42 PM): Item Complete.



Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		26	Issue	Body Exterior - Both Sides - Lights - Need black trim ring and light does not seem to work. Cannot figure out how it comes on.	Closed	Electrical Issue	Repaired	(12/09/24 10:54 AM): PCO Needed: (12/11/24 9:29 AM): programmed and replaced covers (12/11/24 9:29 AM): Item Complete.
		25	Issue	Body Exterior - Both Sides - Paint - Please rebuff both side sheets as there are micro scratches that appear may have been made when graphics were applied.	Closed	Paint Quality	Repaired	(12/09/24 2:59 PM): buffed (12/09/24 2:59 PM): Item Complete.
		73	Issue	Body Exterior - Driver Side - Electrical - Can the receptical outlet be black like the one in the LS3 compartment	Closed	Wrong Part	Replaced	(12/06/24 10:00 AM): PCO Needed: (12/09/24 10:58 AM): PCO Removed: (12/09/24 2:58 PM): installed brown like others (12/09/24 2:58 PM): Item Complete.
		65	Issue	Body Exterior - Driver Side - Graphics - Bubble in the first letter "E"	Closed	Poor Appearance	Repaired	(12/09/24 3:18 PM): done by graphics (12/09/24 3:18 PM): Item Complete.
		24	Issue	Body Exterior - Driver Side - Lights - DS scene flickers when on.	Closed	Other: works	Other: works	(12/11/24 3:23 PM): light works correctly while truck is running (12/11/24 3:23 PM): Item Complete.

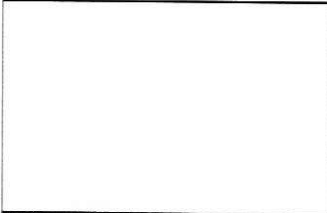
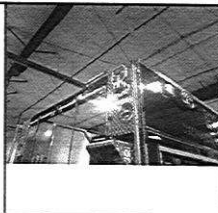
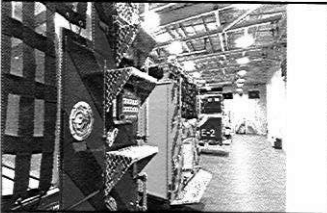
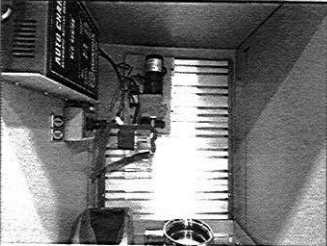
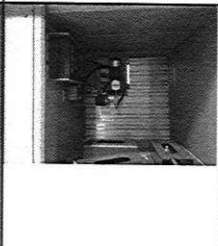
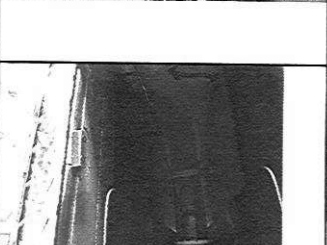
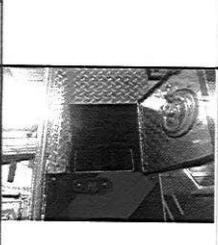
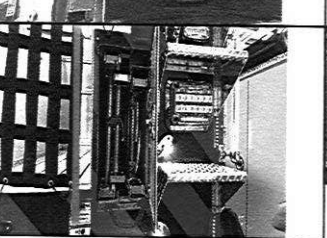
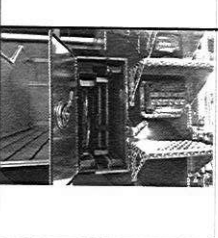


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		22	Issue	Body Exterior - Rear - Doors - Other - Ladder access door does not open far enough and ladders hit the door. Flip the hinge to the left side should fix this issue	Closed	Out of Adjustment	Repaired	(12/12/24 2:32 PM): flipped (12/12/24 2:32 PM): Item Complete.
		23	Issue	Body Exterior - Rear - Doors - Other - Long tool storage door hits the step when open then the folding ladder doesn't have enough room to be pulled out. Make this a lift up door may fix the issue	Closed	Customer Change	Repaired	(12/09/24 5:32 AM): This was talked about when cutting hand hold in the sides of these steps. top 3 steps make sure to cut the hand hold in this step so the latch goes into the open area. questions please ask. (12/10/24 10:24 AM): notched steps (12/10/24 10:24 AM): Item Complete.
		74	Issue	Body Exterior - Rear - Lights - Right side rear scene light is crooked. Adjust please. See step to adjust.	Closed	Out of Adjustment	Repaired	(12/09/24 2:57 PM): adjusted (12/09/24 2:57 PM): Item Complete.
		44	Change	Body Exterior - Rear - Other - Dents and dings in rear scuff plate. If changing out, put on Brushed S/S	Closed		Replaced	(12/06/24 10:00 AM): PCO Needed: (12/09/24 10:56 AM): PCO Removed: (12/09/24 10:56 AM): reorder polished ones per order. replace one. (12/11/24 3:28 PM): replaced (12/11/24 3:28 PM): Item Complete.
		68	Issue	Body Exterior - Rear - Other - Need the velcro on the orange pull straps to hold straps to the rear webbing. During the test drive straps blew up over the cross tube.	Closed	Missing Part	Repaired	(12/11/24 3:22 PM): added velcro (12/11/24 3:22 PM): Item Complete.



Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		78	Issue	Body Exterior - Rear - Steps - Please add flip down Pierce step that in the Is1 compartment in box on the rs above the other steps and hard suction door for UL.	Closed	Missing Part	Repaired	(12/09/24 5:56 AM): PCO Needed; (12/10/24 10:23 AM): installed (12/10/24 10:23 AM): Item Complete.
		67	Issue	Body Exterior - Rear - Steps - Would like cut outs in the three upper steps on the right side to have better access to the top of the truck.	Closed	Customer Change	Repaired	(12/10/24 10:22 AM): notched (12/10/24 10:22 AM): Item Complete.
		64	Issue	Body Interior - Drivers Side - D3 Compartment - Air Compressor - Air compressor is mounted crooked in the compartment. Straighten up please. Also can the air line be longer and mounted up higher behind the compressor so items can be mounted to the tool board below.	Closed	Poor Appearance	Repaired	(12/11/24 9:27 AM): moved and line rerouted (12/11/24 9:27 AM): Item Complete.
		20	Issue	Body Interior - Rear - Compartment - Harness (Wire) - Attach the wiring to the side of the box better so that when putting hose into the box wires dont get pulled out.	Closed	Elec Routing	Repaired	(12/11/24 9:26 AM): secured (12/11/24 9:26 AM): Item Complete.
		21	Issue	Body Interior - Rear - Compartment - Ladder Rack Area - Ladders are not mounted correctly, 24' ladder should be mounted out board with the fly facing inward and the 14' inboard of the 24'	Closed	Out of Adjustment	Repaired	(12/09/24 5:31 AM): PCO Needed; (12/09/24 10:54 AM): PCO Removed; (12/09/24 10:54 AM): flip ladder rack and rework this is on pierce. (12/12/24 2:32 PM): switched (12/12/24 2:32 PM): Item Complete.

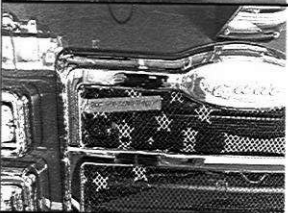
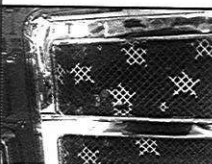
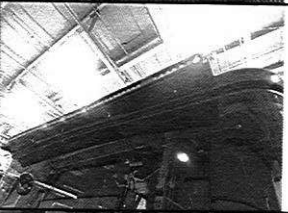
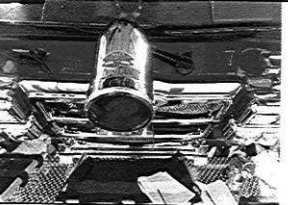


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		2	Issue	Cab Exterior - Both Sides - Door - All four cab doors the bottom sill, repaint and some red on the left side cab door, tape etc.	Closed	Paint Quality	Repaired	(12/09/24 2:57 PM): repainted (12/09/24 2:57 PM): Item Complete.
		10	Issue	Cab Exterior - Both Sides - Lights - Scene lights below warning lights are to also come on with the perimeter light switch, all 8 at one with the perimeter switch. can the cab step perimeters come on with this switch also	Closed	Electrical Issue	Repaired	(12/09/24 5:27 AM): PCO Needed: (12/11/24 9:26 AM): programmed (12/11/24 9:26 AM): Item Complete.
		28	Change	Cab Exterior - Both Sides - Lights - Water level gauge lights to be switched to the ignition switch. Also the rear tank level lights. should be switched the same as well.	Closed		Repaired	(12/05/24 10:44 AM): PCO Needed: (12/11/24 9:25 AM): programmed (12/11/24 9:25 AM): Item Complete.
		43	Issue	Cab Exterior - Drivers Side - Door - DS Front - Door handle sticks when opening.	Closed	Out of Adjustment	Repaired	(12/10/24 10:21 AM): adjusted striker (12/10/24 10:21 AM): Item Complete.
		30	Issue	Cab Exterior - Drivers Side - Graphics - Small chunk out of graphics upper gray strip. Replace.	Closed	Damage	Repaired	(12/09/24 3:17 PM): done by graphics (12/09/24 3:17 PM): Item Complete.



Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		31	Issue	Cab Exterior - Drivers Side - Paint - Paint issues marked with blue tape.	Closed	Paint Quality	Repaired	(12/10/24 10:20 AM): touched up and buffed (12/10/24 10:20 AM): Item Complete.
		72	Issue	Cab Exterior - Front - Bumper - Horn / Siren - Air horns are too high pitched. Can the air horns be adjusted to a deeper tone.	Closed	Out of Adjustment	Repaired	(12/13/24 9:12 AM): adjusted (12/13/24 9:12 AM): Item Complete.
		40	Issue	Cab Exterior - Front - Grille - bolt head is pushed through the grille. Adjust to match other corner.	Closed	Out of Adjustment	Repaired	(12/09/24 3:16 PM): repaired (12/09/24 3:16 PM): Item Complete.
		9	Issue	Cab Exterior - Front - Lights - Other - Front long scene light is angled slightly up, need this to be adjusted down flush with the front cab skin.	Closed	Out of Adjustment	Repaired	(12/11/24 9:24 AM): adjusted flush with light bracket on cab (12/11/24 9:24 AM): Item Complete.
		1	Issue	Cab Exterior - Front - Lights - Other - Mars light to be switch to Emaster, remove parking brake interlock. Also there is a dent on the top of the light housing	Closed	Electrical Issue	Repaired	(12/09/24 5:25 AM): PCO Needed: (12/09/24 5:25 AM): Variance was approved for new housing but still need to program it removing parking brake interlock first. (12/11/24 9:23 AM): programmed and replaced cover (12/11/24 9:23 AM): Item Complete.



Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		60	Issue	Cab Exterior - Front - Windshield Wipers - Center windshield wiper arm level with the other two. It appears to be higher than the other two, slight adjustment.	Closed	Out of Adjustment	Repaired	(12/11/24 9:22 AM): moved 1 notch (12/11/24 9:22 AM): Item Complete.
		42	Issue	Cab Exterior - Passenger Side - Paint - Paint issues on the passenger side of the cab. See blue tape	Closed	Paint Quality	Repaired	(12/11/24 9:22 AM): replaced 1 slat (12/11/24 9:22 AM): Item Complete.
		61	Add	Cab Interior - Door - Other - Add cross handrail to inside of crew cab doors up 6" from the top of the inside door pan.	Closed		Part Added	(12/06/24 10:02 AM): PCO Needed: (12/11/24 9:21 AM): installed (12/11/24 9:21 AM): Item Complete.
		56	Issue	Cab Interior - Door - Other - All cab doors, there appears to not be a very tight seal with the cab doors, cold air was coming in during the test drive.	Closed	Out of Adjustment	Repaired	(12/10/24 10:19 AM): adjusted door seals (12/10/24 10:19 AM): Item Complete.
		55	Issue	Cab Interior - Door - PS Rear - Other - The door does not close tight at the bottom. There is a gap and you can see outside.	Closed	Out of Adjustment	Repaired	(12/10/24 10:18 AM): adjusted bottom seal (12/10/24 10:18 AM): Item Complete.

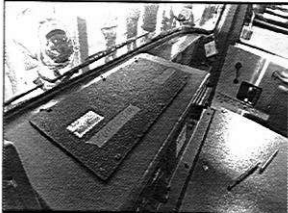
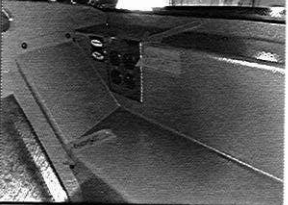


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		35	Add	Cab Interior - EMS Compartment - Other - Add a tray or lip to the top of each EMS all the way around top of box and the lip shall match the lip on the existing center shelf. Both sides	Closed		Part Added	(12/05/24 11:41 AM): PCO Needed; (12/09/24 5:40 AM): Making a tray to go across whole top with 1 inch lip. It doesnt need to be notched out it can stop at edge of the outside ems cabiets doesnt need to go notch to the wall. (12/12/24 8:38 AM): added full lenght tray (12/12/24 8:38 AM): Item Complete.
		39	Issue	Cab Interior - EMS Compartment - Other - Both sides replace EMS bolts to Randy Bolts "Stove" bolts so that their turnout gear and bags dont get caught on the bolt heads.	Closed	Wrong Part	Replaced	(12/05/24 11:45 AM): PCO Needed; (12/09/24 10:56 AM): PCO Removed; (12/11/24 9:20 AM): replaced hardware (12/11/24 9:20 AM): Item Complete.
		49	Issue	Cab Interior - Engine Tunnel Cover - Accessory - Mount the siren foot switch on the engine tunnel per option 0898294	Closed	Customer Change	Repaired	(12/11/24 12:41 PM): rerouted and wired and tested (12/11/24 12:41 PM): Item Complete.
		33	Issue	Cab Interior - Engine Tunnel Cover - Accessory - Mount the TIC in the location shown	Closed	Other: N/A	Other: N/A	(12/09/24 3:16 PM): N/A (12/09/24 3:16 PM): Item Complete.
		14	Issue	Cab Interior - Instrument Panel / Dash - Gauge - Move the PUC pump gauge and water lever light to Position 4 in front of the officer seat to make room for the scene light switches	Closed	Customer Change	Moved	(12/05/24 10:36 AM): PCO Needed; (12/11/24 12:40 PM): location 10 per RM and Engineering (12/11/24 12:40 PM): Item Complete.

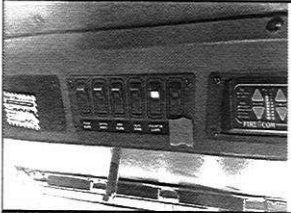
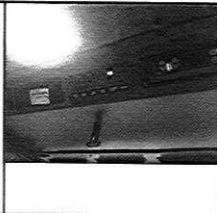
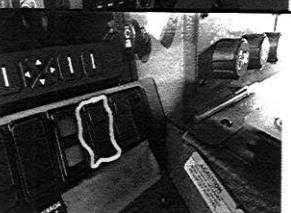
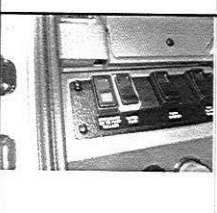


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		48	Issue	Cab Interior - Instrument Panel / Dash - Other - Mount cup holders to center dash panel per the tape	Closed	Missing Part	Repaired	(12/11/24 9:20 AM): mounted (12/11/24 9:20 AM): Item Complete.
		38	Issue	Cab Interior - Instrument Panel / Dash - Other - Mount Knox box as shown in photo	Closed	Missing Part	Repaired	(12/11/24 9:19 AM): mounted (12/11/24 9:19 AM): Item Complete.
		41	Issue	Cab Interior - Instrument Panel / Dash - Other - Top of the receptacle plate sticks up past the dash edge. Mount the plate flush or lower.	Closed	Out of Adjustment	Repaired	(12/11/24 9:19 AM): lowered (12/11/24 9:19 AM): Item Complete.
		71	Change	Cab Interior - Instrument Panel / Dash - Siren / Horn Controls - Would like the siren programmed to have the T1 position to be WARBEL. This is noted in the install guide on page 7.	Closed		Repaired	(12/06/24 10:03 AM): PCO Needed: (12/12/24 8:31 AM): programmed (12/12/24 8:31 AM): Item Complete.
		17	Issue	Cab Interior - Instrument Panel / Dash - Switch - E Master needs red trim around it.	Closed	Missing Part	Repaired	(12/09/24 5:30 AM): PCO Needed: (12/11/24 3:21 PM): installed red trim and tag (12/11/24 3:21 PM): Item Complete.



Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		15	Issue	Cab Interior - Instrument Panel / Dash - Switch - Label on the end switch needs to be "Address Lights"	Closed	Missing Part	Repaired	(12/05/24 10:36 AM): PCO Needed: (12/12/24 2:31 PM): programmed and switch added tested added tags (12/12/24 2:31 PM): Item Complete.
		13	Issue	Cab Interior - Instrument Panel / Dash - Switch - Pump light, Water Pump, Foam System switches to Switch Bank 11. Laid out, Pump light in far left slot, Water Pump in the 2nd slot, leave on blank, Foam System in fourth slot leave blank slot, Engine Fan far left slot.	Closed	Customer Change	Moved	(12/05/24 10:37 AM): PCO Needed: (12/09/24 5:30 AM): Talk to Chriss maas and Jordan chappa for the new mark up drawing for layout for switches for this panel and for panell next to drivers left knee. (12/12/24 2:30 PM): rewired programmed and tested added tags (12/12/24 2:30 PM): Item Complete.
		12	Issue	Cab Interior - Instrument Panel / Dash - Switch - These scene lights are to be mounted in the #3 position above the driver, not by the drivers knee. Also, end slot needs a switch "Address Lights"	Closed	Customer Change	Moved	(12/05/24 10:39 AM): PCO Needed: (12/09/24 5:28 AM): Please move his up to postion 3 and make new gravply with address lights. will have to make 2 of them becuase officer graply will be changed allso in another wrie up for address lights. (12/12/24 2:29 PM): rerwired programmed and tested added tags (12/12/24 2:29 PM): Item Complete.
		16	Issue	Cab Interior - Instrument Panel / Dash - Switch - Tire Chains switch move to Loc #9 next to the driver in the fifth slot and make a locking switch. Move the Load Manager to Loc #9 in the far left slot	Closed	Customer Change	Moved	(12/05/24 10:42 AM): PCO Needed: (12/12/24 2:28 PM): rewired programmed and tested added tags (12/12/24 2:28 PM): Item Complete.
		69	Change	Cab Interior - Instrument Panel / Dash - Switch - Would like the pump shift switch to be yellow or trimmed in yellow.	Closed		Part Added	(12/06/24 10:03 AM): PCO Needed: (12/17/24 10:00 AM): OSP Added yellow bezel (12/17/24 10:00 AM): Item Complete.

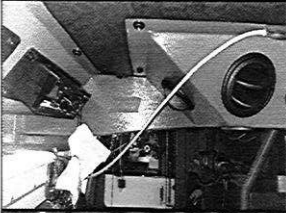
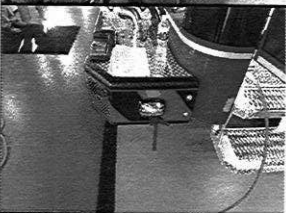
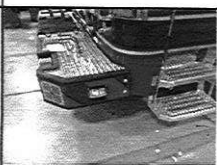
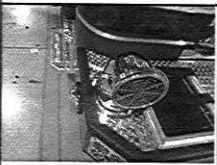


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		45	Issue	Cab Interior - Other - Mount radio chargers as shown one on each side next to on top of the EMS box.	Closed	Other: ship loose	Other: ship loose	(12/09/24 7:14 AM): all customer equipment ship loose per email conversation (12/09/24 7:14 AM): Item Complete.
		36	Issue	Cab Interior - Other - Mount the glove boxes and the cup holders in the positions shown in the photo.	Closed	Missing Part	Repaired	(12/09/24 5:44 AM): Will be mounting these to the new tray going across whole top not this shelf (12/12/24 8:37 AM): mounted (12/12/24 8:37 AM): Item Complete.
		47	Issue	Cab Interior - Other - Mount the radio charger using a "muffler clamp" next to the driver and officer seat. One on each tube.	Closed	Other: ship loose	Other: ship loose	(12/09/24 7:14 AM): all customer equipment ship loose per email conversation (12/09/24 7:14 AM): Item Complete.
		46	Issue	Cab Interior - Other - On the driver side tube inside the cab paint is missing down to the primer. It appears it wasn't painted fully.	Closed	Paint Quality	Repaired	(12/09/24 2:55 PM): touched up missing (12/09/24 2:55 PM): Item Complete.
		34	Add	Cab Interior - Other - Raise center shelf up as high as possible on the ems boxes and add one more shelf same size below the upper shelf	Closed		Moved	(12/05/24 11:42 AM): PCO Needed: (12/09/24 5:39 AM): This shelf will not be RAISED PLEASE LOWER THIS SHELF ALL THE WAY DOWN. THEY ARE ORDERING ON ANOTHER WRITE UP A SHELF GOES ACROSS THE WHOLE TOP. (12/09/24 10:55 AM): PCO Removed: (12/11/24 12:38 PM): lowered shelf to bottom of tracks (12/11/24 12:38 PM): Item Complete.

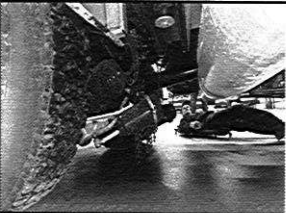
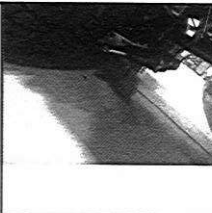
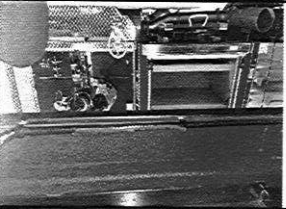
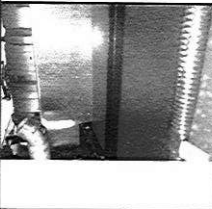
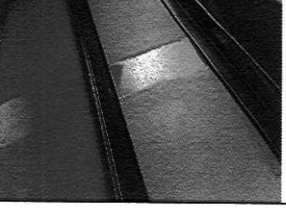


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		50	Issue	Cab Interior - Panel / Wall - DS Front - Other - Mount the mic clip on the side as shown by the blue tape.	Closed	Missing Part	Repaired	(12/12/24 8:29 AM): nounted clip (12/12/24 8:29 AM): Item Complete.
		37	Add	Cab Interior - Panel / Wall - Other - Mount speaker to rear of AC box centered.	Closed		Other: ship loose	(12/09/24 5:45 AM): This is not mounting surface. Per Chris this isn't being mounted N/A put this in ship loose. (12/09/24 7:13 AM): all customer equipment ship loose (12/09/24 7:13 AM): Item Complete.
		53	Issue	Chassis - Axle / Suspension - The truck drives squirrly. When driving down the road it is hard to keep the truck straight and a lot of play in it and you have to counter steer a lot.	Closed	Other: good	Other: good	(12/13/24 9:11 AM): road tested normal operation (12/13/24 9:11 AM): Item Complete.
		32	Issue	Chassis - Bumper - Front - Other - Scene light on right side of bumper does not come on with the scene switch	Closed	Electrical Issue	Repaired	(12/09/24 5:34 AM): PCO Needed: (12/09/24 10:55 AM): PCO Removed: (12/11/24 12:37 PM): programmed (12/11/24 12:37 PM): Item Complete.
		11	Issue	Chassis - Bumper - Front - Plumbing - Customer would like the snubber valve style bleader as shown in the photo and mount it to the outside port on the pipe not like the one in the photo.	Closed	Customer Change	Replaced	(12/09/24 5:27 AM): PCO Needed: (12/09/24 5:27 AM): the picture they have on here is what they want. And then please install it on the outside not on inside like picture. (12/11/24 9:18 AM): replaced (12/11/24 9:18 AM): Item Complete.

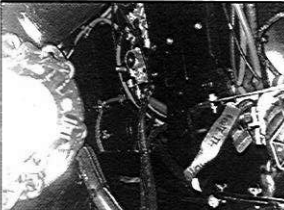
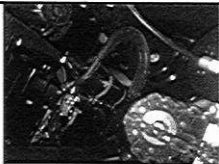
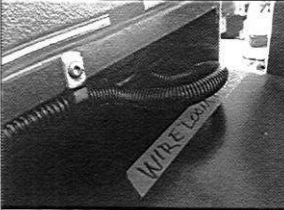
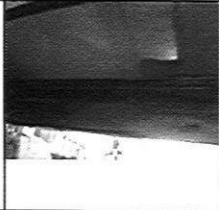
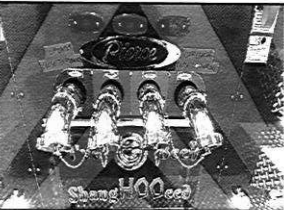


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		52	Issue	Chassis - Tires / Rims - The tire chains on the right side tire deploy however do not tough the tire to spin. So they just drag.	Closed	Out of Adjustment	Repaired	(12/12/24 2:26 PM): done by alignment bay (12/12/24 2:26 PM): Item Complete.
		4	Issue	Chassis - Undercarriage - Paint scratched on side of main intake piping.	Closed	Damage	Repaired	(12/09/24 2:51 PM): touched up scratch (12/09/24 2:51 PM): Item Complete.
		3	Issue	Chassis - Undercarriage - Paint scratched on the intake piping on the right side of the main inlet	Closed	Damage	Repaired	(12/09/24 2:50 PM): touched up scratch (12/09/24 2:50 PM): Item Complete.
		5	Issue	Chassis - Undercarriage - Photo upside down, tuck wiring back under the flange	Closed	Elec Routing	Repaired	(12/09/24 2:50 PM): tucked in added clamps (12/09/24 2:50 PM): Item Complete.
		7	Issue	Chassis - Undercarriage - Textured paint is missing on the bottom of the body compartments. Please paint with the standard textured paint all compartment bottoms.	Closed	Other: N/A	Other: N/A	(12/09/24 5:26 AM): n/a this sign off this will be covered with Rustproofing or we can spray it to give extra protection with our can of rustproofing. (12/09/24 2:49 PM): N/A will be covered (12/09/24 2:49 PM): Item Complete.

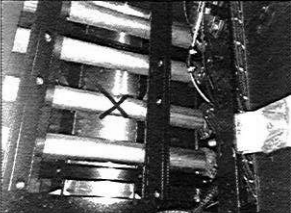
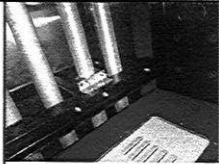
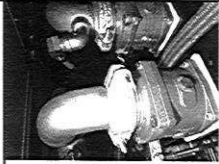
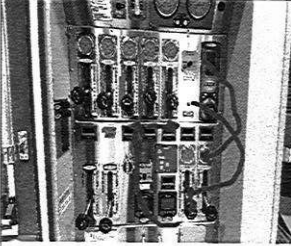
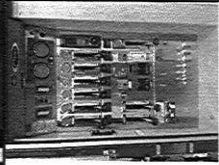
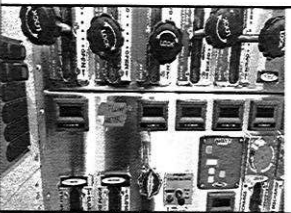
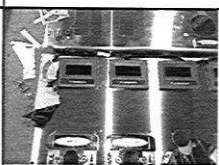
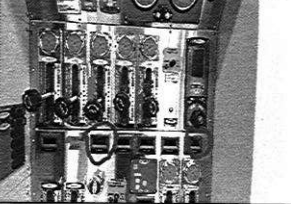
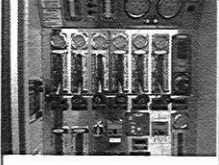


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		6	Issue	Chassis - Undercarriage - There is a hole on the side of the metal housing, please run the wiring through this hole and not around the bottom of the house.	Closed	Elec Routing	Repaired	(12/09/24 2:47 PM): rerouted thru hole (12/09/24 2:47 PM): Item Complete.
		8	Issue	Chassis - Undercarriage - Wire does not go through the loom, loom is too long. Shorten loom and tuck under body flange	Closed	Elec Routing	Repaired	(12/09/24 2:46 PM): repaired (12/09/24 2:46 PM): Item Complete.
		76	Issue	General Request - Customers would like there Handrails to be on ignition like they are now but no parking brake interlock. So on all the time.	Closed	Other: N/A	Other: N/A	(12/09/24 5:57 AM): PCO Needed: (12/09/24 11:24 AM): PCO Removed: (12/09/24 11:24 AM): This is N/A talked about at walk around can't be done. And would need add switchces at this point to do it (12/09/24 2:46 PM): N/A per Josh A (12/09/24 2:46 PM): Item Complete.
		77	Issue	General Request - For UL we need add handrail across the back top above the traffic advisor. customer would like to match the same type handrials on truck doesn't have to be lite though.	Closed	Missing Part	Repaired	(12/09/24 5:57 AM): PCO Needed: (12/10/24 10:15 AM): installed (12/10/24 10:15 AM): Item Complete.
		19	Issue	Plumbing - Discharge - Outboard discharge pipes are not centered on the rear openings. These will rub while driving down the road. Please center and adjust	Closed	Out of Adjustmen t	Repaired	(12/12/24 8:32 AM): adjusted pipes and bezels (12/12/24 8:32 AM): Item Complete.

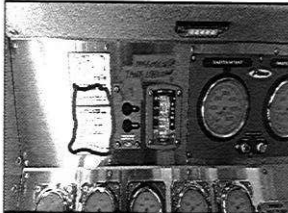
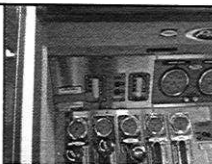
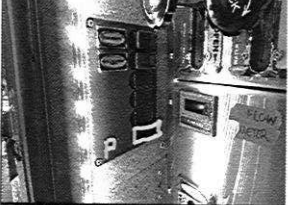


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		18	Issue	Plumbing - Discharge - The #2 Driver side rear discharge pipe is loose, it wiggles quite a bit and will rattle when driving down the road. Can see it by pushing on the pipe from under the truck.	Closed	Loose	Repaired	(12/12/24 8:27 AM): added clamp (12/12/24 8:27 AM): Item Complete.
		59	Add	Pump Panel - DS Pump Panel - Discharge - Add foam to rear discharge DS B	Closed		Part Added	(12/06/24 10:05 AM): PCO Needed: (12/18/24 5:31 AM): Added foam to rear discharge DS B. 219653 (12/18/24 5:31 AM): Item Complete.
		62	Issue	Pump Panel - DS Pump Panel - Discharge - Pump panel layout is not front to back and laid out funny. Should be from left to right. Front dis, DS Disch, DS rear A, DS rear B, PS rear A, PS rear B. Move the Primer and the Totalizer down where the discharge use to be.	Closed	Customer Change	Part Added	(12/06/24 10:06 AM): PCO Needed: (12/21/24 9:32 AM): We reordered all three pump panels moved the valved to where the customer requested we then moved the plumbing in the pumphouse to meet what the customer wanted. We then took the truck to the pumpshack and they did a full rested on the whole truck. (12/21/24 9:32 AM): Item Complete.
		58	Add	Pump Panel - DS Pump Panel - Gauge - Add a flow meter to the missing discharge.	Closed		Part Added	(12/06/24 10:06 AM): PCO Needed: (12/18/24 5:21 AM): Added flow meter to the missing discharge. 219653 (12/18/24 5:21 AM): Item Complete.
		54	Issue	Pump Panel - DS Pump Panel - Gauge - Flow meters are not working during our pump training and test.	Closed	Electrical Issue	Repaired	(12/21/24 9:30 AM): pumpshack tested all flow meters gauges they found one gauge that wasnt working they replaced the harness and tested it again and worked as it should now. (12/21/24 9:30 AM): Item Complete.

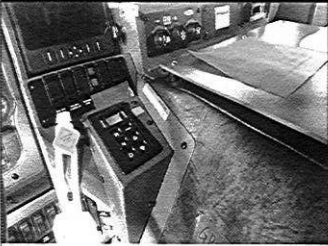


Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		29	Add	Pump Panel - DS Pump Panel - Gauge - Water level gauge should have been added to the pump panel not the Right Side pump panel To match the foam level gauge just different color	Closed		Part Added	(12/05/24 10:58 AM): PCO Needed: (12/09/24 5:34 AM): adding water level guage here. (12/13/24 9:09 AM): installed (12/13/24 9:09 AM): Item Complete.
		57	Issue	Pump Panel - DS Pump Panel - Light - Pump engage light to be green in color	Closed	Other: N/A	Other: N/A	(12/09/24 5:47 AM): PCO Needed: (12/09/24 5:47 AM): Chriss Maas to looking into this. (12/09/24 10:57 AM): n/a closeing we donet have this as option., (12/09/24 2:44 PM): N/A per Josh A (12/09/24 2:44 PM): Item Complete.
		70	Add	Pump Panel - DS Pump Panel - Switch - Price to add a yellow pump engage switch at the panel.	Closed		Part Added	(12/09/24 5:50 AM): PCO Needed: (12/17/24 10:50 AM): OSP added yellow bezel to switch at panel. 210744 (12/17/24 10:50 AM): Item Complete.
		63	Change	Pump Panel - DS Pump Panel - Tag - Labels for the four rear discharges shall be as follows: Rear Discharge A, Rear Discharge B, Rear Discharge C, Rear Discharge D. All should have water and foam	Open			(12/09/24 5:49 AM): PCO Needed:
		51	Issue	Pump Panel - Other - Both sides, missing TFT main inlet valves/	Closed	Missing Part	Repaired	(12/11/24 3:19 PM): in P3 ship loose (12/11/24 3:19 PM): Item Complete.



Perform Like No Other.

Picture	Resolution	Item #	Type	Text	Status	Cause	Resolution	Update Log
		66	Issue	Road Test - During the test drive, when the truck was downshifting from 3rd to 2nd with the mode button pushed on and the jake was in low setting, there was a grinding (metal on metal) sound coming from the driveline or under the truck. Truck would shutter also.	Closed	Other: good	Other: good	(12/13/24 9:09 AM): road tested normal operation (12/13/24 9:09 AM): Item Complete.

38450-1

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/26/2024	Changed	0000854	Air Inlet, w/Disconnect Coupling	1	\$536.81	
2/26/2024	Deleted	0068871	Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1	(\$1,504.72)	
2/26/2024	Deleted	0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1	(\$143.61)	
2/26/2024	Added	0696438	Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1	\$186.40	
2/26/2024	Deleted	0556853	Bezels, Win, (2) M6 Chrome Pierce, For Mtg (3) Win M6 Lts	1	(\$484.53)	
2/26/2024	Added	0556842	Bezels, Win, (2) M6 Chrome Pierce, For mtg (4) Win M6 lights	1	\$815.50	
2/26/2024	Deleted	0659867	Bottle, Windshield Washer, Wiper Fluid Low LED Indicator & Message On Display	1	(\$264.44)	
2/27/2024	Deleted	0725642	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep	1	(\$2,129.03)	
2/26/2024	Deleted	0746103	Cabinet, Rear Facing, LS, 23 W x 26 H x 24 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1	(\$3,155.05)	
2/26/2024	Added	0753805	Cabinet, Rear Facing, LS, 23 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,485.64	
2/26/2024	Deleted	0740845	Cabinet, Rear Facing, RS, 22 W x 26 H x 22.75 D, Radius, Ext Acc, Sp Mtg,SFR/Enf	1	(\$3,231.00)	
2/26/2024	Added	0753150	Cabinet, Rear Facing, RS, 22 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,470.71	
2/26/2024	Deleted	0617577	Chocks, Wheel, Worden HWG- SB, Super Gripper	1	(\$320.83)	
2/28/2024	Deleted	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	(\$396.13)	
3/1/2024	Added	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	\$480.76	
2/26/2024	Added	0000853	Compressor, Air, Kussmaul 091-9 12V Brake System	1	\$1,716.40	
2/27/2024	Changed	0657522	Compt, Air Bottle, Triple, Fender Panel	-1	(\$1,190.74)	
2/27/2024	Added	0622393	Compt, Air Pack Fender Panel	1	\$1,544.66	
2/29/2024	Added	0611205	Compt, HSH, (1), Top of Body Compt, PUC	2	\$5,335.02	
2/26/2024	Deleted	0620701	Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Web, SFR/Enf	1	(\$1,545.59)	
2/27/2024	Added	0734627	Control, Warning Lt Intensity, Win, Switch	1	\$426.42	
2/26/2024	Deleted	0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	(\$1,729.48)	
2/26/2024	Deleted	0060852	Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1	(\$180.90)	
2/26/2024	Added	0040475	Crowns, Front Fender, Rubber	1	\$612.62	
2/27/2024	Added	0535408	Cutout, Access, in Hose Bed Divider, w/Location Feature	4	\$450.19	
2/27/2024	Added	0089471	Cutout, Handhold, in Hose Bed Divider	4	\$280.86	
2/26/2024	Added	0894089	Dash, Heavy Duty Metal, Enforcer	1	\$2,129.93	
2/28/2024	Changed	0749510	Doors, Crosslay, Roll-up Gortile, Each End, Full Height, PUC	1	\$182.78	
2/28/2024	Added	0766493	Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1	\$1,748.18	
2/28/2024	Added	0522815	Emblem, American Flag, Waving, Gerber Vision, Pair	1	\$335.84	
2/28/2024	Added	0684184	Emblem, Maltese Cross, Reflective, 15"-17", Pair	1	\$790.62	
3/4/2024	Added	0679381	Emblem, Tasmanian Devil Logo, Pair	1	\$1,215.19	
3/4/2024	Added	0638940	Emblem,"Honoring America's Bravest"w/ Helmet, Gerber Vision Pr,16" wide	1	\$408.15	
2/28/2024	Added	0731766	Enclosure, Transverse, Lower Crosslay Module, Strap, PUC	1	\$577.45	
2/27/2024	Added	0653982	Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Pumper, 3G	1	\$956.99	
2/27/2024	Deleted	0738201	Fender Crowns, Rear, S/S UL-LX, W/Removable Fender Liner, Pumper, 3G	1	(\$1,036.56)	
2/26/2024	Deleted	0772844	Fenders, S/S on cab, Extra Wide, UL-LX, Enf	1	(\$1,562.30)	
2/26/2024	Changed	0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	\$25.58	
2/28/2024	Deleted	0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1	(\$630.91)	
2/28/2024	Added	0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1	\$1,262.20	
2/28/2024	Deleted	0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1	(\$392.75)	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Added	0756688	Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1	\$2,226.29	
2/26/2024	Deleted	0544440	Handlts, (2) Streamlight, LiteBox, 12v, Orange	1	(\$921.94)	
3/5/2024	Deleted	0557023	Handrail, 10", Below Cab Windshield, Pair	-1	(\$496.68)	
2/26/2024	Added	0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1	\$972.37	
2/27/2024	Added	0611527	Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit	1	\$559.88	
2/26/2024	Added	0611614	Handrails, 10", Below Cab Windshield, Hansen Knurled Alum, LED, Backlit, Pair	1	\$882.61	
2/27/2024	Added	0625971	Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, PUC/HDRP	1	\$607.45	
3/5/2024	Added	0681413	Headset, Firecom, FH-51 Over Head, Radio Transmit	2	\$1,455.56	
3/5/2024	Added	0681396	Headset, Firecom, FH-52 Over Head, Intercom Only	3	\$2,183.34	
2/26/2024	Deleted	0633479	Hose Restraint, Bumper Tray, Velcro Straps, Pair	-1	(\$154.57)	
2/26/2024	Changed	0633453	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1	\$166.22	
2/26/2024	Added	0630143	Hose Restraint, Bumper Tray, Vinyl Cover	1	\$202.43	
2/27/2024	Deleted	0591033	Hose Restraint, Hose Bed, Vinyl, Top and Rear	1	(\$874.44)	
3/4/2024	Added	0816354	Hose Restraint, Hose Bed, Web, Rear, Separate Top, Split 2-Sec, Seat Belt, CTube	1	\$1,855.11	
2/26/2024	Changed	0722696	HVAC, Standard-Duty, Enforcer, CARE	1	\$1,017.73	
2/26/2024	Deleted	0559185	Install Customer Provided Handlight Charger(s)	5	(\$643.99)	
2/26/2024	Changed	0559503	Install Customer Provided, Portable Radio Charger(s)	-1	(\$128.80)	
2/27/2024	Deleted	0733387	Ladder, 10' Duo-Safety Folding 585A	1	(\$288.95)	
2/27/2024	Added	0898121	Ladder, 12' Duo-Safety Folding 585A	1	\$400.48	
2/27/2024	Deleted	0004230	Ladder, 14' Duo-Safety 775A Roof	1	(\$503.22)	
2/27/2024	Added	0819157	Ladder, 14' Duo-Safety 875-DR Roof	1	\$1,289.72	
2/28/2024	Added	0592929	Lettering, Reflective 3" w/Gradient Outline & Shade, Each	18	\$211.85	
2/28/2024	Added	0685993	Lettering, Reflective, 10.00", Each	4	\$190.88	
2/28/2024	Deleted	0686158	Lettering, Reflective, 3.00", (61-80)	1	(\$910.34)	
2/28/2024	Added	0686157	Lettering, Reflective, 3.00", (81-100)	1	\$1,519.24	
2/28/2024	Added	0686033	Lettering, Reflective, 4.00", Each	12	\$303.85	
2/28/2024	Added	0686002	Lettering, Reflective, 8.00", Each	26	\$1,046.58	
2/27/2024	Deleted	0785082	Light Twr, CL KL409D-H4, Vision-X LEDs, 12 VDC, Cld, 4lts	1	(\$20,451.39)	
2/26/2024	Deleted	0651432	Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1	(\$2,054.43)	
2/27/2024	Deleted	0691544	Light, GTT, 794* LED Opticom Emitter, Remote Mounted on Cab Roof	1	(\$2,368.25)	
2/29/2024	Added	0789467	Light, Traffic Directing, Wln TAM65 Split, 2-19.75" Long LED	1	\$3,329.69	
2/26/2024	Changed	0764324	Light, Visor, HiViz, FT-B-72-ML-*, Cnt Feature	1	\$231.94	
2/27/2024	Deleted	0670129	Lightbar, Federal, Vision VSLR8S-NFPA2 LED	1	(\$5,423.29)	
2/29/2024	Added	0778761	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1	\$10,633.40	
2/29/2024	Changed	0778761	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1	\$88.69	
2/27/2024	Changed	0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	-1	(\$215.68)	
2/28/2024	Added	0896616	Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1	\$997.24	
2/28/2024	Deleted	0745844	Lights, Front Zone, Wln 6RB* M6** M6** 6RB* LED, 4lts Q Bzl, Trm Fet	1	(\$2,393.44)	
2/28/2024	Added	0734071	Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts	1	\$2,731.01	
2/26/2024	Changed	0733343	Lights, HiViz FT-GESM* LED 1st	2	\$433.73	
2/26/2024	Changed	0772404	Lights, HiViz FT-MB-2.15*-*, 17.5", 1st	1	\$216.86	

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Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Deleted	0772404	Lights, HiViz FT-MB-2.15'-*-*, 17.5", 1st	1	(\$1,827.72)	
2/26/2024	Changed	0772401	Lights, HiViz FT-MB-2.15'-*-*, 17.5", 2nd	1	\$216.86	
2/28/2024	Deleted	0772401	Lights, HiViz FT-MB-2.15'-*-*, 17.5", 2nd	1	(\$1,827.72)	
2/26/2024	Changed	0773346	Lights, HiViz FT-MB-2.15'-*-CPREC 17.5" LED, 1st	2	(\$287.45)	
2/28/2024	Deleted	0773346	Lights, HiViz FT-MB-2.15'-*-CPREC 17.5" LED, 1st	2	(\$3,407.40)	
2/26/2024	Changed	0773332	Lights, HiViz FT-MB-2.15'-*-CPREC 17.50" LED, 2nd	2	(\$287.45)	
2/28/2024	Deleted	0773332	Lights, HiViz FT-MB-2.15'-*-CPREC 17.50" LED, 2nd	2	(\$3,407.40)	
2/26/2024	Changed	0769560	Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1	\$184.18	
2/26/2024	Deleted	0564654	Lights, Rear Zn Lwr, Wln M6", Colored Lens, For Tail Light Housing	1	(\$745.44)	
2/28/2024	Added	0564655	Lights, Rear Zn Lwr, Wln M6"C LED, Clear Lens, For Tail Lt Housing	1	\$967.59	
2/27/2024	Deleted	0514167	Lights, Rear/Side Up Zone, Fed QL64XF-* LED, 6 LED lights	1	(\$1,776.88)	
2/28/2024	Added	0743720	Lights, Rear/Side Up Zone, Wln M6** LED 4lts	1	\$1,997.17	
2/26/2024	Deleted	0747228	Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	1	(\$2,307.96)	
2/28/2024	Added	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$6,782.86	
2/28/2024	Changed	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$463.88	
2/28/2024	Changed	0743910	Lights, Side, Wln M6** LED, Trm Fet 1st	2	\$1,073.18	
2/28/2024	Added	0743913	Lights, Side, Wln M6V2** Trm Fet 1st	2	\$2,785.84	
2/28/2024	Changed	0743913	Lights, Side, Wln M6V2** Trm Fet 1st	-1	(\$1,392.92)	
2/28/2024	Added	0743911	Lights, Side, Wln M6V2** Trm Fet 2nd	2	\$2,785.84	
2/28/2024	Changed	0743911	Lights, Side, Wln M6V2** Trm Fet 2nd	-1	(\$1,392.92)	
2/28/2024	Price Override	0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg		\$594.94	
2/28/2024	Added	0806205	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	1	\$1,559.08	
2/28/2024	Added	0806207	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	2	\$2,265.20	
2/28/2024	Added	0806206	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	1	\$1,559.08	
2/28/2024	Added	0806208	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	2	\$2,993.39	
2/29/2024	Deleted	0537512	Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1	(\$176.78)	
2/27/2024	Deleted	0664791	Location, Light Tower Controller, Driver's Side Front Body Compartment	1	(\$101.02)	
2/27/2024	Deleted	0664471	Location, Light Tower, Cargo Area	1	(\$213.43)	
2/29/2024	Added	0729727	Location, TDL, Over Hose Bed, Cross Tube (Included), Recessed	1	\$1,425.13	
2/29/2024	Added	0530281	Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1	\$83.47	
2/27/2024	Added	0562534	Modify Ladder Storage Blister, End Point, Front of Ladder Storage	1	\$448.75	
2/26/2024	Deleted	0646364	Mounting Brackets, Chocks, Worden Safety, Model U815T	1	(\$188.18)	
2/28/2024	Deleted	0735953	Mounting, Little Giant Ladder, Upper Crosslay Module, Strap, PUC	1	(\$551.21)	
2/27/2024	Added	0521688	Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1	(\$88.39)	
2/27/2024	Added	0721316	Partition, Vertical Compt, Special Location	1	\$427.61	
2/26/2024	Changed	0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1	\$25.58	
2/28/2024	Added	0780309	Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1	\$501.66	
2/28/2024	Added	0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1	\$439.67	
2/28/2024	Added	0781579	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2	\$879.35	
2/29/2024	Added	0683718	Recess, Rear Vision Camera Into Lightstick Housing	1	\$240.80	
2/28/2024	Added	0755557	Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/1.00" Gaps	1	\$1,008.54	

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2/28/2024	Deleted	0779467	Reflective Band, Special, Rose City	1	(\$1,894.23)	
2/26/2024	Added	0796053	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab, 2.00"	1	\$1,136.51	
2/26/2024	Added	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$375.01	
2/26/2024	Deleted	0664066	Shelf, Equipment Mounting, Aluminum, Lip	1	(\$126.82)	
2/28/2024	Changed	0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	2	\$512.66	
2/26/2024	Deleted	0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1	(\$570.88)	
2/26/2024	Added	0542439	Shoreline, 20A 120V, Straight Blade, NEMA 5-20, Red Cover	1	\$452.34	
2/28/2024	Deleted	0006095	Siren, Mechanical, Mounted Above Deckplate	1	\$237.67	
2/28/2024	Added	0731255	Splash Guard, Vinyl, Crosslay Front, PUC	1	\$738.97	
2/26/2024	Deleted	0605356	Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1	(\$2,532.97)	
2/26/2024	Added	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$1,951.04	
2/26/2024	Changed	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$302.25	
2/26/2024	Deleted	0620344	Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1	(\$1,378.73)	
2/29/2024	Deleted	0605638	Storage, HSH, Hose Bed, Trough, Strap, PUC	2	(\$2,979.37)	
2/27/2024	Added	0806306	Straps, Top of Hose Bed	1	\$175.81	
2/28/2024	Deleted	0065687	Stripe, Reflective, Cab Doors Interior	1	(\$165.81)	
2/28/2024	Added	0509398	Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior	1	\$821.01	
2/26/2024	Changed	0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1	\$123.67	
3/4/2024	Added	0897454	Sw. Siren Brake, Mom Rocker/Membrane, Red Outline, LS Overhead Sw Pnl, Mux	1	\$335.44	
3/4/2024	Deleted	0740391	Sw. Siren Brake, Momentary Chrome Push Button, RS	1	(\$258.42)	
2/29/2024	Changed	0732444	Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1	\$207.48	
2/26/2024	Added	0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser, Load Rtg	1	\$3,743.16	
2/26/2024	Deleted	0582936	Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1	(\$2,784.80)	
2/28/2024	Added	0819422	Toolboard, Pac Trac, Installed on Compartment Wall, Back Wall Only	3	\$2,527.72	
2/26/2024	Deleted	0612051	Tow Eyes, Chrome, Extd Out Front of Bumper, Tow Anchors, Fabricated Steel, Enf/SFR	1	(\$687.15)	
3/4/2024	Deleted	0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1	(\$887.63)	
2/28/2024	Deleted	0739259	Tray, Slide-out, 2-Way, 300 Lbs, Utility, 3" Sides, Lower Crosslay Area, PUC	1	(\$1,823.24)	
2/29/2024	Added	0635245	Trim, Round Alum Extrusion (Hose Bed Style), Top of Hose Tray, Each	2	\$500.56	
3/6/2024	Changed	0746688	Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1	\$315.57	
2/29/2024	Deleted	0732958	Trough, Folding Ladder, Ladder Storage	1	(\$243.00)	
2/29/2024	Added	0732963	Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1	\$279.47	
2/29/2024	Added	0004361	Tubes, Alum, Pike Pole Storage	2	\$471.17	
2/27/2024	Changed	0730367	Valve, Ball Intake, TFT, AP Series	2	(\$432.53)	Excluded Feature Removed
2/28/2024	Added	0756619	Water Level Gauge, Win M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt,	2	\$3,955.20	
2/28/2024	Changed	0750438	Water Level Gauge, Win PSTANK2, LED 1-Light, 4-Level	-3	(\$1,775.38)	
2/28/2024	Changed	0750438	Water Level Gauge, Win PSTANK2, LED 1-Light, 4-Level	1	(\$65.77)	
2/27/2024	Added	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1	\$4,445.96	
2/27/2024	Deleted	0019575	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1	(\$2,416.92)	
2/26/2024	Changed	0548004	Wiring, Spare, 15 A 12V DC, NFPA 2016 1st	-1	(\$105.59)	
2/26/2024	Added	0821438	Wiring, Spare, 15 A 12VDC Power Point, Dual USB-C Batt Dir NFPA1900 1st	1	\$258.64	
2/26/2024	Deleted	0548009	Wiring, Spare, 20 A 12V DC 1st	1	(\$115.57)	

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2/26/2024	Deleted	0548013	Wiring, Spare, 20 A 12V DC 2nd	1	(\$115.57)	
					\$21,237.37	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
8/14/2024	Added	0756033	Lights, HiViz FT-MB-15-**-*, 19.77", 1st	2	\$7,106.64	Changes at Status 71
8/14/2024	Added	0604059	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s)	1	\$1,567.58	
8/14/2024	Added	0709690	Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	2	\$3,105.19	
8/14/2024	Changed	0889452	Lights, Side, Win I2SM# Duo LED, Mounted In Rubrail, 1st	4	\$5,082.41	
					\$16,861.82	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
10/23/2024	Deleted	0686157	Lettering, Reflective, 3.00", (81-100)	1	(\$1,519.24)	Graphics changes to match print
10/23/2024	Added	0686155	Lettering, Reflective, 3.00", (141-160)	1	\$2,634.34	
10/23/2024	Added	0686081	Lettering, Reflective, 3.00", (21-40)	1	\$592.73	
10/23/2024	Deleted	0686002	Lettering, Reflective, 8.00", Each	26	(\$1,046.58)	
10/23/2024	Added	0685999	Lettering, Reflective, 8.00", (41-60)	1	\$1,884.57	
10/23/2024	Changed	0685993	Lettering, Reflective, 10.00", Each	4	\$198.59	
10/23/2024	Changed	0686033	Lettering, Reflective, 4.00", Each	-8	(\$202.56)	
10/23/2024	Added	0686030	Lettering, Reflective, 4.00", (1-20)	1	\$526.87	
10/23/2024	Deleted	0679381	Emblem, Tasmanian Devil Logo, Pair	1	(\$1,215.19)	
10/23/2024	Deleted	0638940	Emblem, "Honoring America's Bravest" w/ Helmet, Gerber Vision Pr.16" wide	1	(\$408.15)	
10/23/2024	Added	0527578	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Pair	1	\$425.52	
10/23/2024	Added	0721512	Emblem, Dept. Patch, 18-20", Gerber Vision, Pair	1	\$716.44	
10/23/2024	Added	0512024	Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1	\$566.42	
12/9/2024	Deleted	0686972	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir	1	(\$215.53)	Changes at Final Inspection
12/9/2024	Added	0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	1	\$265.75	
12/9/2024	Added	0658980	Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1	\$556.52	
12/9/2024	Added	0683282	Label, Outline, Switches	1	\$68.72	
12/6/2024	Deleted	0637222	Light, Mars TB8-L1-P/** LED, S/S Wedge Brkt Centered Under Windshield	1	(\$1,388.26)	
12/6/2024	Added	0830279	Light, Mars TB8-L1-P/** LED, S/S Wedge Brkt Centered Under Windshield, Emaster	1	\$2,214.56	
12/6/2024	Price Override	0830279	Light, Mars TB8-L1-P/** LED, S/S Wedge Brkt Centered Under Windshield, Emaster		(\$451.56)	
12/6/2024	Added	0606285	Switch, Locking Rocker Style, Tire Chains, MUX Chassis	1	\$205.55	
12/6/2024	Added	0731912	Switch, 12V (Inst Pnl), Load Manager, Hard Wired Rocker IPO MUX Rocker	1	\$186.25	
12/6/2024	Added	0823296	Switch, Rocker Style, Hardwired, IPOS Mux, Qty, Loc	1	\$536.76	
12/6/2024	Added	0775016	Programming, Win 295SLSA1/SL101 Elec Siren, T1-Warble, T2-Yelp, T3-Piercer	1	\$245.37	
12/6/2024	Changed	0756033	Lights, HiViz FT-MB-15-**-*, 19.77", 1st	2	\$486.24	Added a switches
12/6/2024	Added	0784791	Switches, MUX Rocker, Outlined in Red	1	\$47.55	
12/6/2024	Added	0817030	Switches, MUX Rocker, Outlined in Yellow	1	\$99.85	
12/6/2024	Changed	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$768.09	

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12/6/2024	Changed	0778179	Lights, Side Zone Lower, Win M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$360.70	Perimeter Light Switch added
12/6/2024	Deleted	0768311	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grn Mt LED 2lts	1	(\$189.64)	
12/6/2024	Added	0742133	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grn Mt LED Blk 2lts	1	\$739.07	
12/6/2024	Added	0898134	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s), Loc	1	\$812.74	
12/6/2024	Changed	0756619	Water Level Gauge, Win M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt.	2	\$162.98	switched to Ignition
12/6/2024	Added	0651512	Window Protector Bars, Knurled, Crew Doors, 6" Above Window Sill Plate	1	\$633.46	
12/16/2024	Added	0795149	Gauge, Flowmeter, Class 1, IAT, GPM, PUC	1	\$4,011.49	
					<u>\$13,310.38</u>	
Final Project Total					\$51,409.57	

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: _____

Sales Representative Signature: _____

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2/26/2024	Changed	0000854	Air Inlet, w/Disconnect Coupling	1	\$536.81	
2/26/2024	Deleted	0068871	Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1	(\$1,504.72)	
2/26/2024	Deleted	0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1	(\$143.61)	
2/26/2024	Added	0696438	Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1	\$186.40	
2/26/2024	Deleted	0556853	Bezels, Win, (2) M6 Chrome Pierce, For Mtg (3) Win M6 Lts	1	(\$484.53)	
2/26/2024	Added	0556842	Bezels, Win, (2) M6 Chrome Pierce, For mtg (4) Win M6 lights	1	\$815.50	
2/26/2024	Deleted	0659867	Bottle, Windshield Washer, Wiper Fluid Low LED Indicator & Message On Display	1	(\$264.44)	
2/27/2024	Deleted	0725642	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep	1	(\$2,129.03)	
2/26/2024	Deleted	0746103	Cabinet, Rear Facing, LS, 23 W x 26 H x 24 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1	(\$3,155.05)	
2/26/2024	Added	0753805	Cabinet, Rear Facing, LS, 23 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,485.64	
2/26/2024	Deleted	0740845	Cabinet, Rear Facing, RS, 22 W x 26 H x 22.75 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1	(\$3,231.00)	
2/26/2024	Added	0753150	Cabinet, Rear Facing, RS, 22 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,470.71	
2/26/2024	Deleted	0617577	Chocks, Wheel, Worden HWG- SB, Super Gripper	1	(\$320.83)	
2/28/2024	Deleted	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	(\$395.13)	
3/1/2024	Added	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	\$480.76	
2/26/2024	Added	0000853	Compressor, Air, Kussmaul 091-9 12V Brake System	1	\$1,716.40	
2/27/2024	Changed	0657522	Compt. Air Bottle, Triple, Fender Panel	-1	(\$1,190.74)	
2/27/2024	Added	0622393	Compt. Air Pack Fender Panel	1	\$1,544.66	
2/29/2024	Added	0611205	Compt. HSH, (1), Top of Body Compt, PUC	2	\$5,335.02	
2/26/2024	Deleted	0620701	Compt. Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Web, SFR/Enf	1	(\$1,545.59)	
2/27/2024	Added	0734627	Control, Warning Lt Intensity, Win, Switch	1	\$426.42	
2/26/2024	Deleted	0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	(\$1,729.48)	
2/26/2024	Deleted	0060852	Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1	(\$180.90)	
2/26/2024	Added	0040475	Crowns, Front Fender, Rubber	1	\$612.62	
2/27/2024	Added	0535408	Cutout, Access, in Hose Bed Divider, w/Location Feature	4	\$450.19	
2/27/2024	Added	0089471	Cutout, Handhold, in Hose Bed Divider	4	\$280.86	
2/26/2024	Added	0894089	Dash, Heavy Duty Metal, Enforcer	1	\$2,129.93	
2/28/2024	Changed	0749510	Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1	\$182.78	
2/28/2024	Added	0766493	Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1	\$1,748.18	
2/28/2024	Added	0522815	Emblem, American Flag, Waving, Gerber Vision, Pair	1	\$335.84	
2/28/2024	Added	0684184	Emblem, Maltese Cross, Reflective, 15"-17", Pair	1	\$790.62	
3/4/2024	Added	0679381	Emblem, Tasmanian Devil Logo, Pair	1	\$1,215.19	
3/4/2024	Added	0638940	Emblem, "Honoring America's Bravest" w/ Helmet, Gerber Vision Pr, 16" wide	1	\$408.15	
2/28/2024	Added	0731766	Enclosure, Transverse, Lower Crosslay Module, Strap, PUC	1	\$577.45	
2/27/2024	Added	0653982	Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Pumper, 3G	1	\$956.99	
2/27/2024	Deleted	0738201	Fender Crowns, Rear, S/S UL-LX, W/Removable Fender Liner, Pumper, 3G	1	(\$1,036.56)	
2/26/2024	Deleted	0772844	Fenders, S/S on cab, Extra Wide, UL-LX, Enf	1	(\$1,562.30)	
2/26/2024	Changed	0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	\$25.58	
2/28/2024	Deleted	0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1	(\$630.91)	
2/28/2024	Added	0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1	\$1,262.20	
2/28/2024	Deleted	0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1	(\$392.75)	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Deleted	0772404	Lights, HiViz FT-MB-2.15-**-*, 17.5", 1st	1	(\$1,827.72)	
2/26/2024	Changed	0772401	Lights, HiViz FT-MB-2.15-**-*, 17.5", 2nd	1	\$216.86	
2/28/2024	Deleted	0772401	Lights, HiViz FT-MB-2.15-**-*, 17.5", 2nd	1	(\$1,827.72)	
2/26/2024	Changed	0773346	Lights, HiViz FT-MB-2.15-**-CPREC 17.5" LED, 1st	2	(\$287.45)	
2/28/2024	Deleted	0773346	Lights, HiViz FT-MB-2.15-**-CPREC 17.5" LED, 1st	2	(\$3,407.40)	
2/26/2024	Changed	0773332	Lights, HiViz FT-MB-2.15-**-CPREC 17.50" LED, 2nd	2	(\$287.45)	
2/28/2024	Deleted	0773332	Lights, HiViz FT-MB-2.15-**-CPREC 17.50" LED, 2nd	2	(\$3,407.40)	
2/26/2024	Changed	0769560	Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1	\$184.18	
2/26/2024	Deleted	0564654	Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light Housing	1	(\$745.44)	
2/28/2024	Added	0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1	\$967.59	
2/27/2024	Deleted	0514167	Lights, Rear/Side Up Zone, Fed QL64XF-* LED, 6 LED lights	1	(\$1,776.88)	
2/28/2024	Added	0743720	Lights, Rear/Side Up Zone, Wln M6** LED 4lts	1	\$1,997.17	
2/28/2024	Deleted	0747228	Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	1	(\$2,307.96)	
2/28/2024	Added	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$6,782.86	
2/28/2024	Changed	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$463.88	
2/28/2024	Changed	0743910	Lights, Side, Wln M6** LED, Tm Fet 1st	2	\$1,073.18	
2/28/2024	Added	0743913	Lights, Side, Wln M6V2** Tm Fet 1st	2	\$2,785.84	
2/28/2024	Changed	0743913	Lights, Side, Wln M6V2** Tm Fet 1st	-1	(\$1,392.92)	
2/28/2024	Added	0743911	Lights, Side, Wln M6V2** Tm Fet 2nd	2	\$2,785.84	
2/28/2024	Changed	0743911	Lights, Side, Wln M6V2** Tm Fet 2nd	-1	(\$1,392.92)	
2/28/2024	Price Override	0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg		\$594.94	
2/28/2024	Added	0806205	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	1	\$1,559.08	
2/28/2024	Added	0806207	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	2	\$2,265.20	
2/28/2024	Added	0806206	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	1	\$1,559.08	
2/28/2024	Added	0806208	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	2	\$2,993.39	
2/29/2024	Deleted	0537512	Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1	(\$176.78)	
2/27/2024	Deleted	0664791	Location, Light Tower Controller, Driver's Side Front Body Compartment	1	(\$101.02)	
2/27/2024	Deleted	0664471	Location, Light Tower, Cargo Area	1	(\$213.43)	
2/29/2024	Added	0729727	Location, TDL, Over Hose Bed, Cross Tube (Included), Recessed	1	\$1,425.13	
2/29/2024	Added	0530281	Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1	\$83.47	
2/27/2024	Added	0562534	Modify Ladder Storage Blister, End Point, Front of Ladder Storage	1	\$448.75	
2/26/2024	Deleted	0646364	Mounting Brackets, Chocks, Worden Safety, Model U815T	1	(\$188.18)	
2/28/2024	Deleted	0735953	Mounting, Little Giant Ladder, Upper Crossslay Module, Strap, PUC	1	(\$551.21)	
2/27/2024	Added	0521688	Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1	(\$88.39)	
2/27/2024	Added	0721316	Partition, Vertical Compt, Special Location	1	\$427.61	
2/26/2024	Changed	0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1	\$25.58	
2/28/2024	Added	0780309	Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1	\$501.66	
2/28/2024	Added	0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1	\$439.67	
2/28/2024	Added	0781579	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2	\$879.35	
2/29/2024	Added	0683718	Recess, Rear Vision Camera Into Lightstick Housing	1	\$240.80	
2/28/2024	Added	0755557	Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/1.00" Gaps	1	\$1,008.54	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/26/2024	Deleted	0548013	Wiring, Spare. 20 A 12V DC 2nd	1	(\$115.57)	
					\$21,237.37	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
8/14/2024	Added	0756033	Lights, HiViz FT-MB-15-**-*, 19.77", 1st	2	\$7,106.64	Changes at Status 71
8/14/2024	Added	0604059	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s)	1	\$1,567.58	
8/14/2024	Added	0709690	Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	2	\$3,105.19	
8/14/2024	Changed	0889452	Lights, Side, Wln I2SM# Duo LED, Mounted In Rubrail, 1st	4	\$5,082.41	
					\$16,861.82	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
10/23/2024	Deleted	0686157	Lettering, Reflective, 3.00", (81-100)	1	(\$1,519.24)	Graphics changes to match print
10/23/2024	Added	0686155	Lettering, Reflective, 3.00", (141-160)	1	\$2,634.34	
10/23/2024	Added	0686081	Lettering, Reflective, 3.00", (21-40)	1	\$592.73	
10/23/2024	Deleted	0686002	Lettering, Reflective, 8.00", Each	26	(\$1,046.58)	
10/23/2024	Added	0685999	Lettering, Reflective, 8.00", (41-60)	1	\$1,884.57	
10/23/2024	Changed	0685993	Lettering, Reflective, 10.00", Each	4	\$198.59	
10/23/2024	Changed	0686033	Lettering, Reflective, 4.00", Each	-8	(\$202.56)	
10/23/2024	Added	0686030	Lettering, Reflective, 4.00", (1-20)	1	\$526.87	
10/23/2024	Deleted	0679381	Emblem, Tasmanian Devil Logo, Pair	1	(\$1,215.19)	
10/23/2024	Deleted	0638940	Emblem, "Honoring America's Bravest" w/ Helmet, Gerber Vision Pr.16" wide	1	(\$408.15)	
10/23/2024	Added	0527578	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Pair	1	\$425.52	
10/23/2024	Added	0721512	Emblem, Dept. Patch, 18-20", Gerber Vision, Pair	1	\$716.44	
10/23/2024	Added	0512024	Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1	\$566.42	
12/9/2024	Deleted	0686972	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir	1	(\$215.53)	Changes at Final Inspection
12/9/2024	Added	0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	1	\$265.75	
12/9/2024	Added	0658980	Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1	\$556.52	
12/9/2024	Added	0683282	Label, Outline, Switches	1	\$68.72	
12/6/2024	Deleted	0637222	Light, Mars TB8-L1-P/* LED, S/S Wedge Brkt Centered Under Windshield	1	(\$1,388.26)	
12/6/2024	Added	0830279	Light, Mars TB8-L1-P/* LED, S/S Wedge Brkt Centered Under Windshield, Emaster	1	\$2,214.56	
12/6/2024	Price Override	0830279	Light, Mars TB8-L1-P/* LED, S/S Wedge Brkt Centered Under Windshield, Emaster		(\$451.56)	
12/6/2024	Added	0606285	Switch, Locking Rocker Style, Tire Chains, MUX Chassis	1	\$205.55	
12/6/2024	Added	0731912	Switch, 12V (Inst Pnl), Load Manager, Hard Wired Rocker IPO MUX Rocker	1	\$186.25	
12/6/2024	Added	0823296	Switch, Rocker Style, Hardwired, IPOS Mux, Qty, Loc	1	\$536.76	
12/6/2024	Added	0775016	Programming, Wln 295SLSA1/SL101 Elec Siren, T1-Warble, T2-Yelp, T3-Piercer	1	\$245.37	
12/6/2024	Changed	0756033	Lights, HiViz FT-MB-15-**-*, 19.77", 1st	2	\$486.24	Added a switches
12/6/2024	Added	0784791	Switches, MUX Rocker, Outlined in Red	1	\$47.55	
12/6/2024	Added	0817030	Switches, MUX Rocker, Outlined in Yellow	1	\$99.85	
12/6/2024	Changed	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$768.09	

This email follows our Teams meeting on Monday, December 22 and my request for investigation related data. Based on our discussion, when you return to the office next week, please send me the following preliminary information:

1. For the period January 1, 2022 to December 23, 2025, please provide the following:

- a. Relief association emails, minutes, text messages, digital recordings and other data confirming and discussing when the Relief Association agreed that you, [REDACTED] and any other fulltime employee can join the relief association.
- b. First Due database records showing all of the duty shifts for which you, [REDACTED] and other fulltime staff allowed to join the relief association worked, the per shift compensation received, and a printout showing the additional monthly and annual compensated earned for duty shift work.
- c. Copies of all "yellow sheets" that you and [REDACTED] submitted for "other" work performed and a printout showing the additional monthly and annual compensation received for that work.
- d. Printouts of the annual compensation earned by you and [REDACTED]
- e. All notes and emails documenting your notice to any Excelsior Fire Board member and the Board regarding the additional compensation earned by you and [REDACTED]
- f. Copies of the budgets you submitted to the Excelsior Fire Board that show the additional compensation discussed above and emails, meeting notes and other data showing when and how you notified the Board of the additional compensation earned.

[REDACTED]

3. Please send me all communications between you, Fire District personnel, Council members, and vendor McQueen regarding the increased costs of a new fire engine.

Thank you in advance for your work on this information request. Happy holidays to you and yours!

Michelle

Michelle M. Soldo



MacQueen
14607 Felton Court Suite 109
Apple Valley, MN 55124
952-683-1054 • 800-832-6417

PAGE: 1
DATE: 02/28/25
CUST#: EXCEL002
BRANCH: APPLE VALLEY MN

STATEMENT OF ACCOUNT

EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

Please let us know if you need any of the invoices listed on this statement.
email: ar@macqueengroup.com

<u>INVOICE#</u>	<u>DATE</u>	<u>BR</u>	<u>Description</u>	<u>BALANCE</u> <u>DUE</u>
P43633	02/11/25	16	INVOICE	2566.65
E00219	02/24/25	06	INVOICE	51409.57

TOTALS

PLEASE REMIT DIRECTLY TO:	CURRENT	53,976.22
	31-60	.00
MACQUEEN	61-90	.00
1125 7th ST E	91-120	.00
SAINT PAUL, MN	OVER 120	.00
55106	LATE CHG	.00
	TOTAL	53,976.22

PLEASE REMIT TO:

MacQueen
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Amount Enclosed \$ _____
Please indicate the items being paid and return this portion with payment.

PAGE: 1
DATE: 02/28/25
CUST#: EXCEL002 EXCEL
BRANCH: APPLE VALLEY MN

<u>INVOICE#</u>	<u>BALANCE</u> <u>DUE</u>
P43633	2566.65
E00219	51409.57

TOTALS

CURRENT	53,976.22
31-60	.00
61-90	.00
91-120	.00
OVER 120	.00
LATE CHG	.00
TOTAL	53,976.22



Excelsior Fire District

Fire Board Special Meeting

Location: EXFD Station 1 EOC

Date: 03/20/2024

I. Call to order

Meeting called to order at 1716 by Dustin Maddy.

II. Roll call

The following members were present: Dustin Maddy (Shorewood), Jennifer Gallagher (Greenwood), Steve Erickson (Deephaven), Chief Mackey (joined at 17:33), Asst. Chief Basinger

Also present were Captain Glodoski and Captain Hein (representing the truck committee).

III. Approval of Agenda

- a. Motioned by Steve Erickson with change from "work session" to "special meeting." Second by Lou Dierking. No discussion. Unanimously approved.

IV. E11 change order approval.

- a. Captain Heina and Captain Glodoski gave a high-level overview of why the change order.
 - i. Truck was pre-built over two years ago. Was challenging to understand what was needed or wanted then versus now.
 - ii. Building a truck that hasn't been built before. Trucks had previously been subdivided by purpose (rescue, engine, medical). This truck is to be all of those in one. The truck is based on duty crew staffing and similar to what Minnetonka had recently purchased.
 1. Steve Erickson updated the board on some of the background of the various trucks that were viewed and scoped in preparation for this truck build. Loose equipment was not included in the original budget because it was not known at the time what was going to be needed.

- iii. Graphics were not budgeted as part of the price with Pierce – graphics has typically been done by a third party after delivery.
 - iv. Compartment added for the hard suction sleeves and access to the top.
 - v. Lighting changes and several graphics (ex. chevrons inside doors) became required.
 - vi. A number of upgrades and considerations given to longevity of the truck (metal vs plastic components).
 - vii. Built to be a functional, 25-year truck. Recruitment and retention in mind. Be able to extend its service life and/or have good resale. As well as trying to “build” future trucks off of this model.
 - viii. Changes made to this truck should be applied to the new truck at today’s prices.
- b. Motion to approve the change order as presented was moved by Lou Dierking, seconded by Steve Erickson. No discussion. Passed unanimously.

V. Benchmark cities for pay study.

- a. Recommended cities/fire organizations: West Metro, St. Anthony, Hopkins, Chanhasen, Chaska

VI. **Adjournment** – Motioned by Lou Dierking, seconded by Steve Erickson. Unanimously approved.

Next Meeting: Work session on March 27, 2024 at 18:00.

Curt Mackey

From: Brad White <Brad.White@macqueengroup.com>
Sent: Monday, February 17, 2025 8:37 AM
To: Curt Mackey
Subject: Excelsior 38450 - Invoice
Attachments: INV E00219 01142025.pdf

Chief Mackey,

Please find the attached invoice with the associated change order. Please let me know if you have any questions. The truck should be ready on Wednesday of this week. I know you are coming down to look at the unit, I may be able to meet you briefly before I fly out to Dallas that day. However, if you wish, you would be able to take it back with you to your department after you look at the truck.

Once the truck arrives at your location, we need to schedule in service orientation. We can do whatever works for you on this.

Best Regards,

Brad White

Sales Representative

Emergency Apparatus | Apple Valley, MN

www.macqueengroup.com

Mobile: 920-450-4094



-----Original Message-----

From: Accounts Receivable Dept <AR@macqueengroup.com>

Sent: Monday, March 3, 2025 7:50 PM

To: Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: AR Statement - MacQueen

Dear Valued Customer, Attached you will find a PDF containing the current statement of accounts for your organization. Please review for accuracy and contact us if you need copies of any open invoices or account updates. Thanks for your business

Curt Mackey

From: Curt Mackey
Sent: Tuesday, March 4, 2025 1:00 PM
To: Brad White
Subject: Fw: AR Statement - MacQueen
Attachments: ARSTMT.PDF

Hi Brad,

Can you let me know what this invoice is for?

Thanks,

Curt Mackey, Fire Chief

*Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690
Cell: 952-210-6718*

Email: cmackey@excelsiorfire.org

"The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C SEC. 2517(4). This e-mail is intended only for the use of those whom it is addressed and may contain information which is privileged, confidential and exempt from disclosure under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify the sender by telephone."

From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Tuesday, March 4, 2025 8:28 AM
To: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: AR Statement - MacQueen

Do you know what this \$51,000 invoice is for? I don't have a copy of it?

Thanks!

Curt Mackey

From: Curt Mackey
Sent: Tuesday, March 4, 2025 1:06 PM
To: Brad White
Subject: Re: AR Statement - MacQueen

Yes, please do.

Curt Mackey, Fire Chief

*Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690
Cell: 952-210-6718*

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>
Sent: Tuesday, March 4, 2025 1:04 PM
To: Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: AR Statement - MacQueen

Chief Mackey,

This is for the changes made throughout the build process of the truck. I requested from PNC to see if this can be applied to the Lease amount. Do you still want me to do this?

Brad White

Sales Representative
Emergency Apparatus | Apple Valley, MN



From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Tuesday, March 4, 2025 1:00 PM
To: Brad White <Brad.White@macqueengroup.com>
Subject: Fw: AR Statement - MacQueen

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Brad,

Can you let me know what this invoice is for?

Thanks,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Tuesday, March 4, 2025 8:28 AM
To: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: AR Statement - MacQueen

Do you know what this \$51,000 invoice is for? I don't have a copy of it?

Thanks!

-----Original Message-----

From: Accounts Receivable Dept <AR@macqueengroup.com>
Sent: Monday, March 3, 2025 7:50 PM
To: Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: AR Statement - MacQueen

Dear Valued Customer, Attached you will find a PDF containing the current statement of accounts for your organization. Please review for accuracy and contact us if you need copies of any open invoices or account updates. Thanks for your business

Curt Mackey

From: Brad White <Brad.White@macqueengroup.com>
Sent: Friday, August 1, 2025 2:45 PM
To: Curt Mackey
Subject: Change Order Credit - 38450

Chief Mackey

Hope all is well. I am writing this email to inform you that we will be providing a credit to your MacQueen account per our discussion in May. As we discussed we were going to provide a credit towards the changes of the next unit that you have on order once we understood the changes on the next unit. In a meeting with the Mayor of Tonka Bay, we solidified a dollar amount credit of \$10,156.00. This credit can be used toward changes made to the next unit if you wish. As we discussed in May, MacQueen was going to look at possible price concession due to the misunderstanding we had on the previous unit change notice process. Since this time MacQueen has enhanced our project change notice and communication to our customers. Sorry for any inconvenience and we look to continue with a solid partnership in the future.

If you have any questions moving forward, please let me know.

Best Regards,

Brad White

Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com
Mobile: 920-450-4094



Curt Mackey

From: Curt Mackey
Sent: Wednesday, August 27, 2025 4:48 PM
To: Brad White
Cc: Rochelle Johnson
Subject: Fw: Invoices from PNC EQUIPMENT FINANCE, LLC
Attachments: 2330931.pdf

Hi Brad,

Do you know what this invoice is for?

Get [Outlook for iOS](#)

From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Tuesday, August 26, 2025 2:28:33 PM
To: PNCEFCS@PNC.COM <PNCEFCS@PNC.COM>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Good afternoon

Can we please get some information on what the attached invoice is for?

Thanks in advance.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/>

From: Payment_Notification_Support@pnc.com <Payment_Notification_Support@pnc.com>
Sent: Tuesday, August 26, 2025 7:37 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Invoices from PNC EQUIPMENT FINANCE, LLC

You don't often get email from payment_notification_support@pnc.com. [Learn why this is important](#)

Dear Excelsior Fire District

The attached file contains the following invoice(s) for your account 98997704.

Invoice Number	Due Date
2330931	11/23/2025

Sincerely,

Customer Care
PNC Equipment Finance, LLC

This is a system generated email, please do not reply to this email, in case of any queries please contact the Customer Care Team at PNC Equipment Finance, LLC.

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PNC, 249 Fifth Avenue, Pittsburgh, PA 15222; pnc.com



PO BOX 933106,
CLEVELAND, OH 44193
Return Service Requested

EXCELSIOR FIRE DISTRICT
24100 SMITHTOWN ROAD
SHOREWOOD, MN 55331

INVOICE

Page 1 of 1

INVOICE NUMBER

2330931

INVOICE DATE

08/25/2025

CONTRACT NUMBER

98997704-2

DUE DATE

11/23/2025

PERIOD COVERED	PO #	AMOUNT
6/2/2025 - 11/22/2025		RENTAL PAYMENT
		18,413.57
		TOTAL AMOUNT DUE
		18,413.57

CONTACT US FOR CUSTOMER SERVICE OR BILLING QUESTIONS:



PHONE: 855 531 1727

E-MAIL: PNCEFCS@PNC.COM

Please return this portion with your payment.

0000080605300098997704908090907070004500200023309310001841357112320255

EXCELSIOR FIRE DISTRICT
24100 SMITHTOWN ROAD
SHOREWOOD, MN 55331

CONTRACT NUMBER: 98997704-2

TOTAL AMOUNT DUE: 18,413.57

AMOUNT ENCLOSED:

All amounts shown are in USD

PNC EQUIPMENT FINANCE
PO BOX 933106
CLEVELAND, OH 44193

Curt Mackey

From: Brad White <Brad.White@macqueengroup.com>
Sent: Wednesday, August 27, 2025 5:58 PM
To: Curt Mackey
Cc: Rochelle Johnson
Subject: Re: Invoices from PNC EQUIPMENT FINANCE, LLC

Chief Mackey,

I will look into it. Not sure off the top of my head. I will talk to PNC and find out.

Best regards,

Bradley White | MacQueen | C: 920.450.4094 |

On Aug 27, 2025, at 4:48 PM, Curt Mackey <cmackey@excelsiorfire.org> wrote:

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Brad,

Do you know what this invoice is for?

Get [Outlook for iOS](#)

From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Tuesday, August 26, 2025 2:28:33 PM
To: PNCEFCs@PNC.COM <PNCEFCs@PNC.COM>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Good afternoon

Can we please get some information on what the attached invoice is for?

Thanks in advance.

<image001.png> **Rochelle Johnson**
Office Manager
Excelsior Fire District
Address: 24100 Smithtown Road, Shorewood MN 55331
Phone: 952-960-1652
<https://www.excelsiorfire.org/>

From: Payment_Notification_Support@pnc.com <Payment_Notification_Support@pnc.com>
Sent: Tuesday, August 26, 2025 7:37 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Invoices from PNC EQUIPMENT FINANCE, LLC

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Dear Excelsior Fire District

The attached file contains the following invoice(s) for your account 98997704.

Invoice Number	Due Date
2330931	11/23/2025

Sincerely,

Customer Care
PNC Equipment Finance, LLC

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PNC, 249 Fifth Avenue, Pittsburgh, PA 15222; pnc.com

<2330931.pdf>

Curt Mackey

From: Curt Mackey
Sent: Wednesday, August 27, 2025 6:40 PM
To: Brad White
Cc: Rochelle Johnson
Subject: Re: Invoices from PNC EQUIPMENT FINANCE, LLC

Thank you.

Get [Outlook for iOS](#)

From: Brad White <Brad.White@macqueengroup.com>
Sent: Wednesday, August 27, 2025 5:58:14 PM
To: Curt Mackey <cmackey@excelsiorfire.org>
Cc: Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Re: Invoices from PNC EQUIPMENT FINANCE, LLC

Chief Mackey,

I will look into it. Not sure off the top of my head. I will talk to PNC and find out.

Best regards,

Bradley White | MacQueen | C: 920.450.4094 |

On Aug 27, 2025, at 4:48 PM, Curt Mackey <cmackey@excelsiorfire.org> wrote:

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Do you know what this invoice is for?

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Tuesday, August 26, 2025 2:28:33 PM
To: PNCEFCS@PNC.COM <PNCEFCS@PNC.COM>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Good afternoon

Can we please get some information on what the attached invoice is for?

Thanks in advance.

<image001.png> **Rochelle Johnson**
Office Manager
Excelsior Fire District
Address: 24100 Smithtown Road, Shorewood MN 55331
Phone: 952-960-1652
<https://www.excelsiorfire.org/>

From: Payment_Notification_Support@pnc.com <Payment_Notification_Support@pnc.com>
Sent: Tuesday, August 26, 2025 7:37 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Invoices from PNC EQUIPMENT FINANCE, LLC

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Dear Excelsior Fire District

The attached file contains the following invoice(s) for your account 98997704.

Invoice Number	Due Date
2330931	11/23/2025

Sincerely,

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PNC Equipment Finance, LLC

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<2330931.pdf>

Curt Mackey

From: Curt Mackey
Sent: Thursday, August 28, 2025 8:00 AM
To: Brad.White@macqueengroup.com; Rochelle Johnson
Subject: Fw: Invoices from PNC EQUIPMENT FINANCE, LLC

Good morning, Brad,
Can you confirm this is for the change orders? We are rolling the change order amount into the last three payments. Please confirm.
Thank you,

Thank you

Get [Outlook for iOS](#)

From: Jones, Antania D <antania.jones@pnc.com>
Sent: Thursday, August 28, 2025 7:13:27 AM
To: Rochelle Johnson <rjohnson@excelsiorfire.org>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: Invoices from PNC EQUIPMENT FINANCE, LLC

You don't often get email from antania.jones@pnc.com. [Learn why this is important](#)

Ref #	Asset Id	Alias	Asset Type	Description	Serial #/ VIN	NBV
1	190064463	98997704-2-1	E238 - Vehicles - Vehicle Detailing	Loose Equipment		51,409.57 USD

This is the asset type & description. It commenced 6/2/2025. Looking through the docs, Curt is who signed off on all paperwork & he should have a copy of the contract as well!

Let me know if there is anything else I can assist with.

Kindest Regards,

Antania Jones

Consumer Support Specialist Sr.
Equipment Finance Dept.

995 Dalton Ave
Cincinnati, Ohio 45203
513-455-9726
Antania.jones@pnc.com
Client Support 855-531-1727

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Wednesday, August 27, 2025 5:48 PM
To: Jones, Antania D <antania.jones@pnc.com>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: Invoices from PNC EQUIPMENT FINANCE, LLC

Hi Antania

Could you please provide more information about the "deal" you mentioned below?

Thanks.



Rochelle Johnson
Office Manager
Excelsior Fire District
Address: 24100 Smithtown Road, Shorewood MN 55331
Phone: 952-960-1652
<https://www.excelsiorfire.org/>

From: Jones, Antania D <antania.jones@pnc.com>
Sent: Wednesday, August 27, 2025 3:33 PM
To: Rochelle Johnson <rjohnson@excelsiorfire.org>

Cc: Curt Mackey <cmackey@excelsiorfire.org>

Subject: RE: Invoices from PNC EQUIPMENT FINANCE, LLC

You don't often get email from antania.jones@pnc.com. [Learn why this is important](#)

Good afternoon!

The invoice is for the deal that commenced in June 2025.

Kindest Regards,

Antania Jones

Consumer Support Specialist Sr.

Equipment Finance Dept.

995 Dalton Ave

Cincinnati, Ohio 45203

513-455-9726

Antania.jones@pnc.com

Client Support 855-531-1727

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>

Sent: Tuesday, August 26, 2025 3:29 PM

To: PNCEFC <PNCEFC@pnc.com>

Cc: Curt Mackey <cmackey@excelsiorfire.org>

Subject: FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Good afternoon

Can we please get some information on what the attached invoice is for?

Thanks in advance.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/>

From: Payment_Notification_Support@pnc.com <Payment_Notification_Support@pnc.com>

Sent: Tuesday, August 26, 2025 7:37 AM

To: Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: Invoices from PNC EQUIPMENT FINANCE, LLC

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Dear Excelsior Fire District

The attached file contains the following invoice(s) for your account 98997704.

Invoice Number	Due Date
2330931	11/23/2025

Sincerely,

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Curt Mackey

From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Thursday, May 22, 2025 8:45 AM
To: Curt Mackey; Joshua Dorothy
Cc: Bristol, Jessica M; Nate Basinger; Rochelle Johnson; Simon, Kim
Subject: RE: Excelsior Fire District Documents for Execution

Good morning, Curt,

I tried calling but couldn't get through. Please let us know when you'll send the rest of the executed documents.

Thank you,

Gianna O'Lone
Commercial Transaction Coordinator III

PNC Bank, National Association
995 Dalton Ave.
Cincinnati, OH 45203
513-455-2343
gianna.olone@pnc.com

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From: Simon, Kim <kim.simon@pnc.com>
Sent: Wednesday, May 21, 2025 9:52 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: RE: Excelsior Fire District Documents for Execution

Curt ,

Did you send the documents?

Kim

Kim Simon

VP | EF Specialist II – C&IB
CB ABF EF PNCEF MUNICIPAL
(M) 614-670-3994
Kim.Simon@pnc.com

From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Wednesday, May 21, 2025 9:48 AM

To: Simon, Kim <kim.simon@pnc.com>; O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: RE: Excelsior Fire District Documents for Execution

Hi Kim,

Attached is the opinion letter from Joshua,

Let me know if you need anything else.

Thak you for your patience.

Curt Mackey, Fire Chief

*Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690
Cell: 952-210-6718*

Email: cmackey@excelsiorfire.org

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From: Simon, Kim <kim.simon@pnc.com>
Sent: Wednesday, May 21, 2025 8:39 AM
To: O'Lone, Gianna <gianna.olone@pnc.com>; Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grin.com>
Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: RE: Excelsior Fire District Documents for Execution

Did you get these back?

Kim Simon

VP | EF Specialist II – C&IB
CB ABF EF PNCEF MUNICIPAL
(M) 614-670-3994
Kim.Simon@pnc.com

From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Tuesday, May 20, 2025 2:06 PM
To: Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grin.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: RE: Excelsior Fire District Documents for Execution

Hello,

Checking to get a status update on the executed documents.

Thank you,
Gianna O'Lone

From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Wednesday, May 14, 2025 4:25 PM
To: O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grin.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Re: Excelsior Fire District Documents for Execution

Hi Gianna,

The attorney sent the docs Monday. We should have them today or tomorrow. We will send them to you as soon as we receive them. Can we fax, email in PDF or do you want them sent in the mail.

Let me know?

Thanks,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: O'Lone, Gianna <gianna.olone@pnc.com>

Sent: Wednesday, May 14, 2025 9:51 AM

To: Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: RE: Excelsior Fire District Documents for Execution

Curt,

Following up to see if there's an update on the executed docs for this request and when you expect for them to be completed.

Thank you,
Gianna O'Lone

From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Thursday, May 8, 2025 1:23 PM

To: O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: Re: Excelsior Fire District Documents for Execution

Hi Gianna,

I sent Joshua the signed resolution. Thank you for your patience. I had to finalize a few items with the salesperson before we moved ahead. That was completed today.

You should get a letter from Joshua as soon as he has time to complete it.

Thank you again for your patience.

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Thursday, May 8, 2025 11:38 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

Good morning, Curt,

Please provide a status update, let us know if there are any changes and when to expect the executed documents.

Thank you,

Gianna O'Lone
Commercial Transaction Coordinator III

PNC Bank, National Association
995 Dalton Ave.
Cincinnati, OH 45203
513-455-2343
gianna.olone@pnc.com

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From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Tuesday, April 29, 2025 12:27 PM
To: O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: Re: Excelsior Fire District Documents for Execution

Hi Gianna,

The fire board passed the resolution for the full amount, but I will be meeting with the sales rep next week (Tuesday) to look at the final price before we make payment. I will let you know if the amount changes next week. Either way we have board approval.

Thanks,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Monday, April 28, 2025 4:40 PM
To: Joshua Dorothy <jdorothy@grjn.com>; Curt Mackey <cmackey@excelsiorfire.org>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

You don't often get email from gianna.olone@pnc.com. [Learn why this is important](#)
Joshua,

Please provide an update on the executed documents and let me know if you have any questions.

Thank you,

Gianna O'Lone
Commercial Transaction Coordinator III

PNC Bank, National Association
995 Dalton Ave.
Cincinnati, OH 45203
513-455-2343
gianna.olone@pnc.com

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From: Joshua Dorothy <jdorothy@grjn.com>
Sent: Tuesday, April 22, 2025 2:02 PM
To: O'Lone, Gianna <gianna.olone@pnc.com>; cmackey@excelsiorfire.org

Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

Gianna:

I confirm receipt of the documents. I can also confirm that we represent the Excelsior Fire District.

Thanks,

Joshua

Joshua A. Dorothy

Attorney | Gregerson, Rosow, Johnson & Nilan, Ltd.
100 Washington Avenue South, Suite 1550, Minneapolis, MN 55401
Direct: 612-436-7475 | Main: 612-338-0755 | Fax: 612-349-6718
E-mail: jdorothy@grjn.com | www.grjn.com
Scheduling: <http://calendly.com/jdorothy>

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From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Tuesday, April 22, 2025 9:43 AM
To: cmackey@excelsiorfire.org; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

You don't often get email from gianna.olone@pnc.com. [Learn why this is important](#)

Hello,

I just sent the documents via secure email. Please confirm receipt and let us know if you have any issues accessing the documents.

Thank you,
Gianna O'Lone

From: O'Lone, Gianna
Sent: Tuesday, April 22, 2025 10:40 AM
To: cmackey@excelsiorfire.org; jdorothy@grjn.com

Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>

Subject: Excelsior Fire District Documents for Execution *secure*

Hello,

Attached are the documents necessary to complete your lease transaction. Please have these documents reviewed, signed with ink, and email a scanned copy to my attention for review. Do not copy/print Front to Back, staple, cross out or use white out on any of the documents. Please provide your attorney with his/her copy for review and to prepare the opinion letter.

After the scanned copies of the signed documents have been reviewed and approved, a FedEx air bill will be provided to send the originals. FedEx will update the date that is on the label once it's scanned by them.

Thank you,

Gianna O'Lone

Commercial Transaction Coordinator III

PNC Bank, National Association

995 Dalton Ave.

Cincinnati, OH 45203

513-455-2343

gianna.olone@pnc.com

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PNC, 249 Fifth Avenue, Pittsburgh, PA 15222; pnc.com

Curt Mackey

From: Joshua Dorothy <jdorothy@grjn.com>
Sent: Friday, May 30, 2025 9:53 AM
To: Rochelle Johnson; Curt Mackey
Cc: Diane Johnson
Subject: RE: Excelsior Fire District Documents for Execution

Yes. Just sent my comments. He is good to sign!

Joshua A. Dorothy

Attorney | Gregerson, Rosow, Johnson & Nilan, Ltd.
100 Washington Avenue South, Suite 1550, Minneapolis, MN 55401
Direct: 612-436-7475 | Main: 612-338-0755 | Fax: 612-349-6718
E-mail: jdorothy@grjn.com | www.grjn.com
Scheduling: <http://calendly.com/jdorothy>

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Friday, May 30, 2025 9:21 AM
To: Joshua Dorothy <jdorothy@grjn.com>; Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: Excelsior Fire District Documents for Execution

Hi Josh

Did you want to review these documents before I have Chief Mackey sign them?

Thank you!



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/>

From: O'Lone, Gianna <gianna.olone@pnc.com>

Sent: Thursday, May 29, 2025 2:38 PM

To: Joshua Dorothy <jdorothy@grjn.com>; Rochelle Johnson <rjohnson@excelsiorfire.org>; Curt Mackey <cmackey@excelsiorfire.org>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Simon, Kim <kim.simon@pnc.com>

Subject: RE: Excelsior Fire District Documents for Execution

Hello,

I will send the revised documents in a separate secured email.

Please let me know if you have issues accessing the documents or have any questions.

Thank you,

Gianna O'Lone

Commercial Transaction Coordinator III

PNC Bank, National Association

995 Dalton Ave.

Cincinnati, OH 45203

513-455-2343

gianna.olone@pnc.com

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From: O'Lone, Gianna

Sent: Thursday, May 22, 2025 12:03 PM

To: Joshua Dorothy <jdorothy@grjn.com>; Rochelle Johnson <rjohnson@excelsiorfire.org>; Curt Mackey <cmackey@excelsiorfire.org>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Simon, Kim <kim.simon@pnc.com>

Subject: RE: Excelsior Fire District Documents for Execution

I didn't realize your meeting was after. We will need to modify the documents and get back to you, please hold off on signing for now.

Thank you,
Gianna O'Lone

From: Joshua Dorothy <jdorothy@grjn.com>
Sent: Thursday, May 22, 2025 11:30 AM
To: O'Lone, Gianna <gianna.olone@pnc.com>; Rochelle Johnson <rjohnson@excelsiorfire.org>; Curt Mackey <cmackey@excelsiorfire.org>
Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Simon, Kim <kim.simon@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

All:

I'm going to step in and provide a very hard "no" to modifying the resolution. The board meeting was held on April 23, 2025. The resolution cannot be backdated.

The lease documents need to be re-dated to April 23, 2025, or later.

Joshua

Joshua A. Dorothy

Attorney | Gregerson, Rosow, Johnson & Nilan, Ltd.
100 Washington Avenue South, Suite 1550, Minneapolis, MN 55401
Direct: 612-436-7475 | Main: 612-338-0755 | Fax: 612-349-6718
E-mail: jdorothy@grjn.com | www.grjn.com
Scheduling: <http://calendly.com/jdorothy>

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From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Thursday, May 22, 2025 10:24 AM
To: Rochelle Johnson <rjohnson@excelsiorfire.org>; Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Simon, Kim <kim.simon@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

Rochelle,

We received the opinion letter from your attorney and the resolution this morning. However, the resolution will need to be modified, since it is dated after the date of the lease documents (4/22), and it needs to be dated on or before that date.

Thank you,

Gianna O'Lone

Commercial Transaction Coordinator III

PNC Bank, National Association

995 Dalton Ave.

Cincinnati, OH 45203

513-455-2343

gianna.olone@pnc.com

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>

Sent: Thursday, May 22, 2025 11:18 AM

To: O'Lone, Gianna <gianna.olone@pnc.com>; Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Simon, Kim <kim.simon@pnc.com>

Subject: RE: Excelsior Fire District Documents for Execution

Gianna

Received. I will start working on these.

Can you please confirm what documents you have already received?

Thanks.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/>

From: O'Lone, Gianna <gianna.olone@pnc.com>

Sent: Thursday, May 22, 2025 9:52 AM

To: Rochelle Johnson <rjohnson@excelsiorfire.org>; Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Simon, Kim <kim.simon@pnc.com>

Subject: RE: Excelsior Fire District Documents for Execution

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Rochelle,

I'll resend the documents via secure email, please confirm receipt.

Thank you,

Gianna O'Lone

Commercial Transaction Coordinator III

PNC Bank, National Association

995 Dalton Ave.

Cincinnati, OH 45203

513-455-2343

gianna.olone@pnc.com

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>

Sent: Thursday, May 22, 2025 10:11 AM

To: Simon, Kim <kim.simon@pnc.com>; Curt Mackey <cmackey@excelsiorfire.org>; O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>

Subject: RE: Excelsior Fire District Documents for Execution

Good morning Kim

Can you please specify what documents you are looking for so I can start working on preparing them?

Thank you.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/>

From: Simon, Kim <kim.simon@pnc.com>

Sent: Thursday, May 22, 2025 8:48 AM

To: Curt Mackey <cmackey@excelsiorfire.org>; O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: RE: Excelsior Fire District Documents for Execution

Curt,

We have not received any of the other documents.

Kim

Kim Simon

VP | EF Specialist II – C&IB
CB ABF EF PNCEF MUNICIPAL
(M) 614-670-3994
Kim.Simon@pnc.com

From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Thursday, May 22, 2025 9:44 AM
To: Simon, Kim <kim.simon@pnc.com>; O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: RE: Excelsior Fire District Documents for Execution

Kim,

Attached is the signed resolution. Let me know if you need anything else?

Curt Mackey, Fire Chief

*Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690
Cell: 952-210-6718*

Email: cmackey@excelsiorfire.org

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From: Simon, Kim <kim.simon@pnc.com>
Sent: Wednesday, May 21, 2025 8:52 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: RE: Excelsior Fire District Documents for Execution

Curt ,

Did you send the documents?

Kim

Kim Simon

VP | EF Specialist II – C&IB
CB ABF EF PNCEF MUNICIPAL
(M) 614-670-3994
Kim.Simon@pnc.com

From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Wednesday, May 21, 2025 9:48 AM

To: Simon, Kim <kim.simon@pnc.com>; O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: RE: Excelsior Fire District Documents for Execution

Hi Kim,

Attached is the opinion letter from Joshua,

Let me know if you need anything else.

Thak you for your patience.

Curt Mackey, Fire Chief

*Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650
Fax: 952-960-1690
Cell: 952-210-6718
Email: cmackey@excelsiorfire.org*

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From: Simon, Kim <kim.simon@pnc.com>
Sent: Wednesday, May 21, 2025 8:39 AM
To: O'Lone, Gianna <gianna.olone@pnc.com>; Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: RE: Excelsior Fire District Documents for Execution

Did you get these back?

Kim Simon

VP | EF Specialist II – C&IB
CB ABF EF PNCEF MUNICIPAL
(M) 614-670-3994
Kim.Simon@pnc.com

From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Tuesday, May 20, 2025 2:06 PM
To: Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: RE: Excelsior Fire District Documents for Execution

Hello,

Checking to get a status update on the executed documents.

Thank you,
Gianna O'Lone

From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Wednesday, May 14, 2025 4:25 PM
To: O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Re: Excelsior Fire District Documents for Execution

Hi Gianna,

The attorney sent the docs Monday. We should have them today or tomorrow. We will send them to you as soon as we receive them. Can we fax, email in PDF or do you want them sent in the mail.

Let me know?

Thanks,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: O'Lone, Gianna <gianna.olone@pnc.com>

Sent: Wednesday, May 14, 2025 9:51 AM

To: Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: RE: Excelsior Fire District Documents for Execution

Curt,

Following up to see if there's an update on the executed docs for this request and when you expect for them to be completed.

Thank you,
Gianna O'Lone

From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Thursday, May 8, 2025 1:23 PM

To: O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>

Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>; Nate Basinger <nbasinger@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: Re: Excelsior Fire District Documents for Execution

Hi Gianna,

I sent Joshua the signed resolution. Thank you for your patience. I had to finalize a few items with the salesperson before we moved ahead. That was completed today.

You should get a letter from Joshua as soon as he has time to complete it.

Thank you again for your patience.

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Thursday, May 8, 2025 11:38 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

Good morning, Curt,

Please provide a status update, let us know if there are any changes and when to expect the executed documents.

Thank you,

Gianna O'Lone
Commercial Transaction Coordinator III

PNC Bank, National Association
995 Dalton Ave.
Cincinnati, OH 45203
513-455-2343
gianna.olone@pnc.com

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From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Tuesday, April 29, 2025 12:27 PM
To: O'Lone, Gianna <gianna.olone@pnc.com>; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: Re: Excelsior Fire District Documents for Execution

Hi Gianna,

The fire board passed the resolution for the full amount, but I will be meeting with the sales rep next week (Tuesday) to look at the final price before we make payment. I will let you know if the amount changes next week. Either way we have board approval.

Thanks,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Monday, April 28, 2025 4:40 PM
To: Joshua Dorothy <jdorothy@grjn.com>; Curt Mackey <cmackey@excelsiorfire.org>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

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Joshua,

Please provide an update on the executed documents and let me know if you have any questions.

Thank you,

Gianna O'Lone
Commercial Transaction Coordinator III

PNC Bank, National Association
995 Dalton Ave.
Cincinnati, OH 45203
513-455-2343
gianna.olone@pnc.com

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From: Joshua Dorothy <jdorothy@grjn.com>
Sent: Tuesday, April 22, 2025 2:02 PM
To: O'Lone, Gianna <gianna.olone@pnc.com>; cmackey@excelsiorfire.org
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

Gianna:

I confirm receipt of the documents. I can also confirm that we represent the Excelsior Fire District.

Thanks,

Joshua

Joshua A. Dorothy

Attorney | Gregerson, Rosow, Johnson & Nilan, Ltd.
100 Washington Avenue South, Suite 1550, Minneapolis, MN 55401
Direct: 612-436-7475 | Main: 612-338-0755 | Fax: 612-349-6718
E-mail: jdorothy@grjn.com | www.grjn.com
Scheduling: <http://calendly.com/jdorothy>

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From: O'Lone, Gianna <gianna.olone@pnc.com>
Sent: Tuesday, April 22, 2025 9:43 AM
To: cmackey@excelsiorfire.org; Joshua Dorothy <jdorothy@grjn.com>
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: RE: Excelsior Fire District Documents for Execution

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Hello,

I just sent the documents via secure email. Please confirm receipt and let us know if you have any issues accessing the documents.

Thank you,
Gianna O'Lone

From: O'Lone, Gianna
Sent: Tuesday, April 22, 2025 10:40 AM
To: cmackey@excelsiorfire.org; jdorothy@grjn.com
Cc: Simon, Kim <kim.simon@pnc.com>; Bristol, Jessica M <jessica.bristol@pnc.com>
Subject: Excelsior Fire District Documents for Execution *secure*

Hello,

Attached are the documents necessary to complete your lease transaction. Please have these documents reviewed, signed with ink, and email a scanned copy to my attention for review. Do not copy/print Front to Back, staple, cross out or use white out on any of the documents. Please provide your attorney with his/her copy for review and to prepare the opinion letter.

After the scanned copies of the signed documents have been reviewed and approved, a FedEx air bill will be provided to send the originals. FedEx will update the date that is on the label once it's scanned by them.

Thank you,

Gianna O'Lone
Commercial Transaction Coordinator III

PNC Bank, National Association
995 Dalton Ave.
Cincinnati, OH 45203
513-455-2343
gianna.olone@pnc.com

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Curt Mackey

From: Brad White <Brad.White@macqueengroup.com>
Sent: Friday, August 29, 2025 12:05 PM
To: Curt Mackey; Rochelle Johnson
Subject: RE: Invoices from PNC EQUIPMENT FINANCE, LLC
Attachments: 38450 Change Order - Excelsior PUC.pdf

Chief Mackey,

Yes, it appears that this is the case. I have attached the change order to the email to confirm. Let me know if you have any questions.

Brad White

Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com
Mobile: 920-450-4094



From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Thursday, August 28, 2025 8:00 AM
To: Brad White <Brad.White@macqueengroup.com>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Fw: Invoices from PNC EQUIPMENT FINANCE, LLC

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good morning, Brad,
Can you confirm this is for the change orders? We are rolling the change order amount into the last three payments. Please confirm.
Thank you,

Thank you

Get [Outlook for iOS](#)

From: Jones, Antania D <antania.jones@pnc.com>
Sent: Thursday, August 28, 2025 7:13:27 AM
To: Rochelle Johnson <rjohnson@excelsiorfire.org>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: Invoices from PNC EQUIPMENT FINANCE, LLC

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Ref #	Asset Id	Alias	Asset Type	Description	Serial #/ VIN	NBV
1	190064463	98997704-2-1	E238 - Vehicles - Vehicle Detailing	Loose Equipment		51,409.57 USD

This is the asset type & description. It commenced 6/2/2025. Looking through the docs, Curt is who signed off on all paperwork & he should have a copy of the contract as well!

Let me know if there is anything else I can assist with.

Kindest Regards,

Antania Jones

Consumer Support Specialist Sr.
Equipment Finance Dept.
995 Dalton Ave
Cincinnati, Ohio 45203
513-455-9726
Antania.jones@pnc.com
Client Support 855-531-1727

Deliver Exceptional Client Experiences That Matter... It Starts With Me.



From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Wednesday, August 27, 2025 5:48 PM

To: Jones, Antania D <antania.jones@pnc.com>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: Invoices from PNC EQUIPMENT FINANCE, LLC

Hi Antania

Could you please provide more information about the "deal" you mentioned below?

Thanks.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/>

From: Jones, Antania D <antania.jones@pnc.com>
Sent: Wednesday, August 27, 2025 3:33 PM
To: Rochelle Johnson <rjohnson@excelsiorfire.org>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: Invoices from PNC EQUIPMENT FINANCE, LLC

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Good afternoon!

The invoice is for the deal that commenced in June 2025.

Kindest Regards,

Antania Jones

Consumer Support Specialist Sr.

Equipment Finance Dept.

995 Dalton Ave

Cincinnati, Ohio 45203

513-455-9726

Antania.jones@pnc.com

Client Support 855-531-1727

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From: Rochelle Johnson <rjohnson@excelsiorfire.org>

Sent: Tuesday, August 26, 2025 3:29 PM

To: PNCEFC <PNCEFC@pnc.com>

Cc: Curt Mackey <cmackey@excelsiorfire.org>

Subject: FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Good afternoon

Can we please get some information on what the attached invoice is for?

Thanks in advance.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/>

From: Payment_Notification_Support@pnc.com <Payment_Notification_Support@pnc.com>

Sent: Tuesday, August 26, 2025 7:37 AM

To: Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: Invoices from PNC EQUIPMENT FINANCE, LLC

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Dear Excelsior Fire District

The attached file contains the following invoice(s) for your account 98997704.

Invoice Number	Due Date
2330931	11/23/2025

Sincerely,

Customer Care
PNC Equipment Finance, LLC

This is a system generated email, please do not reply to this email, in case of any queries please contact the Customer Care Team at PNC Equipment Finance, LLC.

This email and any attachments are confidential and may also be privileged. If you are not the addressee, do not disclose, copy, circulate or in any other way use or rely on the information contained in this email or any attachments. If received in error, notify the sender immediately and delete this email and any attachments from your system. Emails cannot be guaranteed to be secure or error free as the message and any attachments could be intercepted, corrupted, lost, delayed, incomplete or amended. PNC Equipment Finance, LLC and its subsidiaries do not accept liability for damage caused by this email or any attachments.

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Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/26/2024	Changed	0000854	Air Inlet, w/Disconnect Coupling	1	\$536.81	
2/26/2024	Deleted	0068871	Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1	(\$1,504.72)	
2/26/2024	Deleted	0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1	(\$143.61)	
2/26/2024	Added	0696438	Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1	\$186.40	
2/26/2024	Deleted	0556853	Bezels, W/in, (2) M6 Chrome Pierce, For Mtg (3) W/in M6 Lts	1	(\$484.53)	
2/26/2024	Added	0556842	Bezels, W/in, (2) M6 Chrome Pierce, For mtg (4) W/in M6 lights	1	\$815.50	
2/26/2024	Deleted	0659867	Bottle, Windshield Washer, Wiper Fluid Low LED Indicator & Message On Display	1	(\$264.44)	
2/27/2024	Deleted	0725642	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep	1	(\$2,129.03)	
2/26/2024	Deleted	0746103	Cabinet, Rear Facing, LS, 23 W x 26 H x 24 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1	(\$3,155.05)	
2/26/2024	Added	0753805	Cabinet, Rear Facing, LS, 23 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,485.64	
2/26/2024	Deleted	0740845	Cabinet, Rear Facing, RS, 22 W x 26 H x 22.75 D, Radius, Ext Acc, Sp Mtg,SFR/Enf	1	(\$3,231.00)	
2/26/2024	Added	0753150	Cabinet, Rear Facing, RS, 22 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,470.71	
2/26/2024	Deleted	0617577	Chocks, Wheel, Worden HWG- SB, Super Gripper	1	(\$320.83)	
2/28/2024	Deleted	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	(\$396.13)	
3/1/2024	Added	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	\$480.76	
2/26/2024	Added	0000853	Compressor, Air, Kussmaul 091-9 12V Brake System	1	\$1,716.40	
2/27/2024	Changed	0657522	Compt, Air Bottle, Triple, Fender Panel	-1	(\$1,190.74)	
2/27/2024	Added	0622393	Compt, Air Pack Fender Panel	1	\$1,544.66	
2/29/2024	Added	0611205	Compt, HSH, (1), Top of Body Compt, PUC	2	\$5,335.02	
2/26/2024	Deleted	0620701	Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Web, SFR/Enf	1	(\$1,545.59)	
2/27/2024	Added	0734627	Control, Warning Lt Intensity, W/in, Switch	1	\$426.42	
2/26/2024	Deleted	0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	(\$1,729.48)	
2/26/2024	Deleted	0060852	Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1	(\$180.90)	
2/26/2024	Added	0040475	Crowns, Front Fender, Rubber	1	\$612.62	
2/27/2024	Added	0535408	Cutout, Access, in Hose Bed Divider, w/Location Feature	4	\$450.19	
2/27/2024	Added	0089471	Cutout, Handhold, in Hose Bed Divider	4	\$280.86	
2/26/2024	Added	0894089	Dash, Heavy Duty Metal, Enforcer	1	\$2,129.93	
2/28/2024	Changed	0749510	Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1	\$182.78	
2/28/2024	Added	0766493	Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1	\$1,748.18	
2/28/2024	Added	0522815	Emblem, American Flag, Waving, Gerber Vision, Pair	1	\$335.84	
2/28/2024	Added	0684184	Emblem, Maltese Cross, Reflective, 15"-17", Pair	1	\$790.62	
3/4/2024	Added	0679381	Emblem, Tasmanian Devil Logo, Pair	1	\$1,215.19	
3/4/2024	Added	0638940	Emblem,"Honoring America's Bravest"w/ Helmet, Gerber Vision Pr.16" wide	1	\$408.15	
2/28/2024	Added	0731766	Enclosure, Transverse, Lower Crosslay Module, Strap, PUC	1	\$577.45	
2/27/2024	Added	0653982	Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Pumper, 3G	1	\$956.99	
2/27/2024	Deleted	0738201	Fender Crowns, Rear, S/S UL-LX, W/Removable Fender Liner, Pumper, 3G	1	(\$1,036.56)	
2/26/2024	Deleted	0772844	Fenders, S/S on cab, Extra Wide, UL-LX, Enf	1	(\$1,562.30)	
2/26/2024	Changed	0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	\$25.58	
2/28/2024	Deleted	0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1	(\$630.91)	
2/28/2024	Added	0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1	\$1,262.20	
2/28/2024	Deleted	0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1	(\$392.75)	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Added	0756688	Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1	\$2,226.29	
2/26/2024	Deleted	0544440	Handlits, (2) Streamlight, LiteBox, 12v, Orange	1	(\$921.94)	
3/5/2024	Deleted	0557023	Handrail, 10", Below Cab Windshield, Pair	1	(\$496.68)	
2/26/2024	Added	0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1	\$972.37	
2/27/2024	Added	0611527	Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit	1	\$559.88	
2/26/2024	Added	0611614	Handrails, 10", Below Cab Windshield, Hansen Knurled Alum, LED, Backlit, Pair	1	\$882.61	
2/27/2024	Added	0625971	Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, PUC/HDRP	1	\$607.45	
3/5/2024	Added	0681413	Headset, Firecom, FH-51 Over Head, Radio Transmit	2	\$1,455.56	
3/5/2024	Added	0681396	Headset, Firecom, FH-52 Over Head, Intercom Only	3	\$2,183.34	
2/26/2024	Deleted	0633479	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1	(\$154.57)	
2/26/2024	Changed	0633453	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1	\$166.22	
2/26/2024	Added	0630143	Hose Restraint, Bumper Tray, Vinyl Cover	1	\$202.43	
2/27/2024	Deleted	0591033	Hose Restraint, Hose Bed, Vinyl, Top and Rear	1	(\$874.44)	
3/4/2024	Added	0816354	Hose Restraint, Hose Bed, Web, Rear, Separate Top, Split 2-Sec, Seat Belt, CTube	1	\$1,855.11	
2/26/2024	Changed	0722696	HVAC, Standard-Duty, Enforcer, CARE	1	\$1,017.73	
2/26/2024	Deleted	0559185	Install Customer Provided Handlight Charger(s)	5	(\$643.99)	
2/26/2024	Changed	0559503	Install Customer Provided, Portable Radio Charger(s)	-1	(\$128.80)	
2/27/2024	Deleted	0733387	Ladder, 10' Duo-Safety Folding 585A	1	(\$288.95)	
2/27/2024	Added	0898121	Ladder, 12' Duo-Safety Folding 585A	1	\$400.48	
2/27/2024	Deleted	0004230	Ladder, 14' Duo-Safety 775A Roof	1	(\$503.22)	
2/27/2024	Added	0819157	Ladder, 14' Duo-Safety 875-DR Roof	1	\$1,289.72	
2/28/2024	Added	0592929	Lettering, Reflective 3" w/Gradient Outline & Shade, Each	18	\$211.85	
2/28/2024	Added	0685993	Lettering, Reflective, 10.00", Each	4	\$190.88	
2/28/2024	Deleted	0686158	Lettering, Reflective, 3.00", (61-80)	1	(\$910.34)	
2/28/2024	Added	0686157	Lettering, Reflective, 3.00", (81-100)	1	\$1,519.24	
2/28/2024	Added	0686033	Lettering, Reflective, 4.00", Each	12	\$303.85	
2/28/2024	Added	0686002	Lettering, Reflective, 8.00", Each	26	\$1,046.58	
2/27/2024	Deleted	0785082	Light Twr, CL KL409D-H4, Vision-X LEDs, 12 VDC, Cld, 4lts	1	(\$20,451.39)	
2/26/2024	Deleted	0651432	Light, Front, WIn Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1	(\$2,054.43)	
2/27/2024	Deleted	0691544	Light, GTT, 794" LED Opticom Emitter, Remote Mounted on Cab Roof	1	(\$2,368.25)	
2/29/2024	Added	0789467	Light, Traffic Directing, WIn TAM65 Split, 2-19.75" Long LED	1	\$3,329.69	
2/26/2024	Changed	0764324	Light, Visor, HiViz, FT-B-72-ML-*, Cnt Feature	1	\$231.94	
2/27/2024	Deleted	0670129	Lightbar, Federal, Vision VSLR8S-NFPA2 LED	1	(\$5,423.29)	
2/29/2024	Added	0778761	Lightbar, WIn, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	-1	\$10,633.40	
2/29/2024	Changed	0778761	Lightbar, WIn, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1	\$88.69	
2/27/2024	Changed	0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	-1	(\$215.68)	
2/28/2024	Added	0896616	Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1	\$997.24	
2/28/2024	Deleted	0745844	Lights, Front Zone, WIn 6RB* M6** M6** 6RB* LED, 4lts Q Bzl, Trm Fet	1	(\$2,393.44)	
2/28/2024	Added	0734071	Lights, Front Zone, WIn M6** M6** M6** M6** LED, Q Bzl, 4lts	1	\$2,731.01	
2/26/2024	Changed	0733343	Lights, HiViz FT-GESM* LED 1st	2	\$433.73	
2/26/2024	Changed	0772404	Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1	\$216.86	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/8/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Deleted	0772404	Lights, HiViz FT-MB-2.15-**-*, 17.5", 1st	1	(\$1,827.72)	
2/26/2024	Changed	0772401	Lights, HiViz FT-MB-2.15-**-*, 17.5", 2nd	1	\$216.86	
2/28/2024	Deleted	0772401	Lights, HiViz FT-MB-2.15-**-*, 17.5", 2nd	1	(\$1,827.72)	
2/26/2024	Changed	0773346	Lights, HiViz FT-MB-2.15-**-CPREC 17.5" LED, 1st	2	(\$287.45)	
2/28/2024	Deleted	0773346	Lights, HiViz FT-MB-2.15-**-CPREC 17.5" LED, 1st	2	(\$3,407.40)	
2/26/2024	Changed	0773332	Lights, HiViz FT-MB-2.15-**-CPREC 17.50" LED, 2nd	2	(\$287.45)	
2/28/2024	Deleted	0773332	Lights, HiViz FT-MB-2.15-**-CPREC 17.50" LED, 2nd	2	(\$3,407.40)	
2/26/2024	Changed	0769560	Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1	\$184.18	
2/26/2024	Deleted	0564654	Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light Housing	1	(\$745.44)	
2/28/2024	Added	0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1	\$967.59	
2/27/2024	Deleted	0514167	Lights, Rear/Side Up Zone, Fed QL64XF-* LED, 6 LED lights	1	(\$1,776.88)	
2/28/2024	Added	0743720	Lights, Rear/Side Up Zone, Wln M6** LED 4lts	1	\$1,997.17	
2/28/2024	Deleted	0747228	Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	1	(\$2,307.96)	
2/28/2024	Added	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$6,782.86	
2/28/2024	Changed	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$463.88	
2/28/2024	Changed	0743910	Lights, Side, Wln M6** LED, Trm Fet 1st	2	\$1,073.18	
2/28/2024	Added	0743913	Lights, Side, Wln M6V2** Trm Fet 1st	2	\$2,785.84	
2/28/2024	Changed	0743913	Lights, Side, Wln M6V2** Trm Fet 1st	-1	(\$1,392.92)	
2/28/2024	Added	0743911	Lights, Side, Wln M6V2** Trm Fet 2nd	2	\$2,785.84	
2/28/2024	Changed	0743911	Lights, Side, Wln M6V2** Trm Fet 2nd	-1	(\$1,392.92)	
2/28/2024	Price Override	0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg		\$594.94	
2/28/2024	Added	0806205	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	1	\$1,559.08	
2/28/2024	Added	0806207	Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st	2	\$2,265.20	
2/28/2024	Added	0806206	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	1	\$1,559.08	
2/28/2024	Added	0806208	Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd	2	\$2,993.39	
2/29/2024	Deleted	0537512	Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1	(\$176.78)	
2/27/2024	Deleted	0664791	Location, Light Tower Controller, Driver's Side Front Body Compartment	1	(\$101.02)	
2/27/2024	Deleted	0664471	Location, Light Tower, Cargo Area	1	(\$213.43)	
2/29/2024	Added	0729727	Location, TDL, Over Hose Bed, Cross Tube (Included), Recessed	1	\$1,425.13	
2/29/2024	Added	0530281	Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1	\$83.47	
2/27/2024	Added	0562534	Modify Ladder Storage Blister, End Point, Front of Ladder Storage	1	\$448.75	
2/26/2024	Deleted	0646364	Mounting Brackets, Chocks, Worden Safety, Model U815T	1	(\$188.18)	
2/28/2024	Deleted	0735953	Mounting, Little Giant Ladder, Upper Crosslay Module, Strap, PUC	1	(\$551.21)	
2/27/2024	Added	0521688	Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1	(\$88.39)	
2/27/2024	Added	0721316	Partition, Vertical Compt, Special Location	1	\$427.61	
2/26/2024	Changed	0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1	\$25.58	
2/28/2024	Added	0780309	Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1	\$501.66	
2/28/2024	Added	0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1	\$439.67	
2/28/2024	Added	0781579	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2	\$879.35	
2/29/2024	Added	0683718	Recess, Rear Vision Camera Into Lightstick Housing	1	\$240.80	
2/28/2024	Added	0755557	Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/1.00" Gaps	1	\$1,008.54	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Deleted	0779467	Reflective Band, Special, Rose City	1	(\$1,894.23)	
2/26/2024	Added	0796053	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab, 2.00"	1	\$1,136.51	
2/26/2024	Added	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$375.01	
2/26/2024	Deleted	0664066	Shelf, Equipment Mounting, Aluminum, Lip	1	(\$126.82)	
2/28/2024	Changed	0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	2	\$512.66	
2/26/2024	Deleted	0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1	(\$570.88)	
2/26/2024	Added	0542439	Shoreline, 20A 120V, Straight Blade, NEMA 5-20, Red Cover	1	\$452.34	
2/28/2024	Deleted	0006095	Siren, Mechanical, Mounted Above Deckplate	1	\$237.67	
2/28/2024	Added	0731255	Splash Guard, Vinyl, Crosslay Front, PUC	1	\$738.97	
2/26/2024	Deleted	0605356	Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1	(\$2,532.97)	
2/26/2024	Added	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$1,951.04	
2/26/2024	Changed	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$302.25	
2/26/2024	Deleted	0620344	Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1	(\$1,378.73)	
2/29/2024	Deleted	0605638	Storage, HSH, Hose Bed, Trough, Strap, PUC	2	(\$2,979.37)	
2/27/2024	Added	0806306	Straps, Top of Hose Bed	1	\$175.81	
2/28/2024	Deleted	0065687	Stripe, Reflective, Cab Doors Interior	1	(\$165.81)	
2/28/2024	Added	0509398	Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior	1	\$821.01	
2/26/2024	Changed	0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1	\$123.67	
3/4/2024	Added	0897454	Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, LS Overhead Sw Pnl, Mux	1	\$335.44	
3/4/2024	Deleted	0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	1	(\$258.42)	
2/29/2024	Changed	0732444	Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1	\$207.48	
2/26/2024	Added	0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	1	\$3,743.16	
2/26/2024	Deleted	0582936	Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1	(\$2,784.80)	
2/28/2024	Added	0819422	Toolboard, Pac Trac, Installed on Compartment Wall, Back Wall Only	3	\$2,527.72	
2/26/2024	Deleted	0612051	Tow Eyes, Chrome, Extd Out Front of Bumper, Tow Anchors, Fabricated Steel, Enf/SFR	1	(\$687.15)	
3/4/2024	Deleted	0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1	(\$887.63)	
2/28/2024	Deleted	0739259	Tray, Slide-out, 2-Way, 300 Lbs, Utility, 3" Sides, Lower Crosslay Area, PUC	1	(\$1,823.24)	
2/29/2024	Added	0635245	Trim, Round Alum Extrusion (Hose Bed Style), Top of Hose Tray, Each	2	\$500.56	
3/6/2024	Changed	0746688	Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1	\$315.57	
2/29/2024	Deleted	0732958	Trough, Folding Ladder, Ladder Storage	1	(\$243.00)	
2/29/2024	Added	0732963	Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1	\$279.47	
2/29/2024	Added	0004361	Tubes, Alum, Pike Pole Storage	2	\$471.17	
2/27/2024	Changed	0730367	Valve, Ball Intake, TFT, AP Series	2	(\$432.53)	Excluded Feature Removed
2/28/2024	Added	0756619	Water Level Gauge, WIn M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt.	2	\$3,955.20	
2/28/2024	Changed	0750438	Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	-3	(\$1,775.38)	
2/28/2024	Changed	0750438	Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	1	(\$65.77)	
2/27/2024	Added	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1	\$4,445.96	
2/27/2024	Deleted	0019575	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1	(\$2,416.92)	
2/26/2024	Changed	0548004	Wiring, Spare, 15 A 12V DC, NFPA 2016 1st	-1	(\$105.59)	
2/26/2024	Added	0821438	Wiring, Spare, 15 A 12VDC Power Point, Dual USB-C Batt Dir NFPA1900 1st	1	\$258.64	
2/26/2024	Deleted	0548009	Wiring, Spare, 20 A 12V DC 1st	1	(\$115.57)	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/26/2024	Deleted	0548013	Wiring, Spare, 20 A 12V DC 2nd	1	(\$115.57)	
					\$21,237.37	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
8/14/2024	Added	0756033	Lights, HiViz FT-MB-15-*, 19.77", 1st	2	\$7,106.64	Changes at Status 71
8/14/2024	Added	0604059	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s)	1	\$1,567.58	
8/14/2024	Added	0709690	Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	2	\$3,105.19	
8/14/2024	Changed	0889452	Lights, Side, Wln I2SM# Duo LED, Mounted In Rubrail, 1st	4	\$5,082.41	
					\$16,861.82	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
10/23/2024	Deleted	0686157	Lettering, Reflective, 3.00", (81-100)	1	(\$1,519.24)	Graphics changes to match print
10/23/2024	Added	0686155	Lettering, Reflective, 3.00", (141-160)	1	\$2,634.34	
10/23/2024	Added	0686081	Lettering, Reflective, 3.00", (21-40)	1	\$592.73	
10/23/2024	Deleted	0686002	Lettering, Reflective, 8.00", Each	26	(\$1,046.58)	
10/23/2024	Added	0685999	Lettering, Reflective, 8.00", (41-60)	1	\$1,884.57	
10/23/2024	Changed	0685993	Lettering, Reflective, 10.00", Each	4	\$198.59	
10/23/2024	Changed	0686033	Lettering, Reflective, 4.00", Each	-8	(\$202.56)	
10/23/2024	Added	0686030	Lettering, Reflective, 4.00", (1-20)	1	\$526.87	
10/23/2024	Deleted	0679381	Emblem, Tasmanian Devil Logo, Pair	1	(\$1,215.19)	
10/23/2024	Deleted	0638940	Emblem, "Honoring America's Bravest" w/ Helmet, Gerber Vision Pr.16" wide	1	(\$408.15)	
10/23/2024	Added	0527578	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Pair	1	\$425.52	
10/23/2024	Added	0721512	Emblem, Dept. Patch, 18-20", Gerber Vision, Pair	1	\$716.44	
10/23/2024	Added	0512024	Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1	\$566.42	
12/9/2024	Deleted	0686972	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir	1	(\$215.53)	Changes at Final Inspection
12/9/2024	Added	0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	1	\$265.75	
12/9/2024	Added	0658980	Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1	\$556.52	
12/9/2024	Added	0683282	Label, Outline, Switches	1	\$68.72	
12/6/2024	Deleted	0637222	Light, Mars TB8-L1-P/* LED, S/S Wedge Brkt Centered Under Windshield	1	(\$1,388.26)	
12/6/2024	Added	0830279	Light, Mars TB8-L1-P/* LED, S/S Wedge Brkt Centered Under Windshield, Emaster	1	\$2,214.56	
12/6/2024	Price Override	0830279	Light, Mars TB8-L1-P/* LED, S/S Wedge Brkt Centered Under Windshield, Emaster		(\$451.56)	
12/6/2024	Added	0606285	Switch, Locking Rocker Style, Tire Chains, MUX Chassis	1	\$205.55	
12/6/2024	Added	0731912	Switch, 12V (Inst Pnl), Load Manager, Hard Wired Rocker IPO MUX Rocker	1	\$186.25	
12/6/2024	Added	0823296	Switch, Rocker Style, Hardwired, IPOS Mux, Qty, Loc	1	\$536.76	
12/6/2024	Added	0775016	Programming, Wln 295SLSA1/SL101 Elec Siren, T1-Warble, T2-Yelp, T3-Piercer	1	\$245.37	
12/6/2024	Changed	0756033	Lights, HiViz FT-MB-15-*, 19.77", 1st	2	\$486.24	Added a switches
12/6/2024	Added	0784791	Switches, MUX Rocker, Outlined in Red	1	\$47.55	
12/6/2024	Added	0817030	Switches, MUX Rocker, Outlined in Yellow	1	\$99.85	
12/6/2024	Changed	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$768.09	

Customer: Excelsior Fire District
 Bid # / Job #: 1031 / 38450
 Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
12/6/2024	Changed	0778179	Lights, Side Zone Lower, Wln M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$360.70	Perimeter Light Switch added
12/6/2024	Deleted	0768311	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grm Mt LED 2lts	1	(\$189.64)	
12/6/2024	Added	0742133	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grm Mt LED Blk 2lts	1	\$739.07	
12/6/2024	Added	0898134	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s), Loc	1	\$812.74	
12/6/2024	Changed	0756619	Water Level Gauge, Wln M4**, Black Flange, Grm-Blu-Amb-Red, Vert. Mnt.	2	\$162.98	switched to Ignition
12/6/2024	Added	0651512	Window Protector Bars, Knurled, Crew Doors, 6" Above Window Sill Plate	1	\$633.46	
12/16/2024	Added	0795149	Gauge, Flowmeter, Class 1, IAT, GPM, PUC	1	\$4,011.49	
					\$13,310.38	
Final Project Total					\$51,409.57	

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: _____

Sales Representative Signature: _____

Curt Mackey

From: Brad White <Brad.White@macqueengroup.com>
Sent: Friday, August 29, 2025 1:29 PM
To: Curt Mackey
Cc: Rochelle Johnson
Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Chief, let me know if you need more clarification. I can call Tom at Pierce to understand more about their invoicing processes.

Brad White

Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com
Mobile: 920-450-4094



From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Friday, August 29, 2025 1:00 PM
To: Brad White <Brad.White@macqueengroup.com>
Cc: Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Re: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

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Ok, that is confusing we had the lease payment for the truck plus the 18k as 1 payment?

Curt Mackey, Fire Chief

Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>

Sent: Friday, August 29, 2025 12:57 PM

To: Curt Mackey <cmackey@excelsiorfire.org>

Subject: FW: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Chief Mackey,

According to my contact at Pierce that works with PNC, the \$18K is one of the three payments.

Brad White

Sales Representative

Emergency Apparatus | Apple Valley, MN

www.macqueengroup.com

Mobile: 920-450-4094



From: Tom Whitmer <twhitmer@piercemfg.com>

Sent: Friday, August 29, 2025 12:24 PM

To: Brad White <Brad.White@macqueengroup.com>; Charlene Leger <cleger@macqueengroup.com>

Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

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Oshkosh Corporation Classification - Restricted

Brad,

This is the lease payment for the \$51k change order addition to the truck. Let me know if you have any more questions.

Tom Whitmer
Director, Customer Finance
Vocational Segment, Oshkosh Corporation
twhitmer@piercemfg.com
(920) 267-1256

From: Brad White <Brad.White@macqueengroup.com>
Sent: Friday, August 29, 2025 12:11 PM
To: Charlene Leger (MacQueen) <cleger@macqueengroup.com>; Tom Whitmer <twhitmer@piercemfg.com>
Subject: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

External Sender: This message came from outside your organization.

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Charlene or Tom,

Can you please let me know what this refers to for the Excelsior unit? What is a Rental Payment?

Any help is appreciated.

Brad White
Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com [macqueengroup.com]
Mobile: 920-450-4094



From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Wednesday, August 27, 2025 4:48 PM
To: Brad White <Brad.White@macqueengroup.com>
Cc: Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Fw: Invoices from PNC EQUIPMENT FINANCE, LLC

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Hi Brad,

Do you know what this invoice is for?

Get [Outlook for iOS \[aka.ms\]](#)

From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Tuesday, August 26, 2025 2:28:33 PM
To: PNCEFC@PNC.COM <PNCEFC@PNC.COM>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Good afternoon

Can we please get some information on what the attached invoice is for?

Thanks in advance.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/> [[excelsiorfire.org](https://www.excelsiorfire.org/)]

From: [Payment Notification Support@pnc.com](mailto:Payment_Notification_Support@pnc.com) <[Payment Notification Support@pnc.com](mailto:Payment_Notification_Support@pnc.com)>
Sent: Tuesday, August 26, 2025 7:37 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Invoices from PNC EQUIPMENT FINANCE, LLC

You don't often get email from payment_notification_support@pnc.com. [Learn why this is important \[aka.ms\]](#)

Dear Excelsior Fire District

The attached file contains the following invoice(s) for your account 98997704.

Invoice Number	Due Date
2330931	11/23/2025

Sincerely,

Customer Care
PNC Equipment Finance, LLC

This is a system generated email, please do not reply to this email, in case of any queries please contact the Customer Care Team at PNC Equipment Finance, LLC.

This email and any attachments are confidential and may also be privileged. If you are not the addressee, do not disclose, copy, circulate or in any other way use or rely on the information contained in this email or any attachments. If received in error, notify the sender immediately and delete this email and any attachments from your system. Emails cannot be guaranteed to be secure or error free as the message and any attachments could be intercepted, corrupted, lost, delayed, incomplete or amended. PNC Equipment Finance, LLC and its subsidiaries do not accept liability for damage caused by this email or any attachments.

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PNC, 249 Fifth Avenue, Pittsburgh, PA 15222; pnc.com

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Thank you.

Curt Mackey

From: Tom Whitmer <twhitmer@piercemfg.com>
Sent: Monday, September 8, 2025 12:16 PM
To: Rochelle Johnson; Bradley White (MacQueen); Curt Mackey
Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

You don't often get email from twhitmer@piercemfg.com. [Learn why this is important](#)

Oshkosh Corporation Classification - Restricted

Great to hear!

Tom Whitmer
Director, Customer Finance
Vocational Segment, Oshkosh Corporation
twhitmer@piercemfg.com
(920) 267-1256

From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Monday, September 8, 2025 12:13 PM
To: Tom Whitmer <twhitmer@piercemfg.com>; Bradley White (MacQueen) <Brad.White@macqueengroup.com>; Curt Mackey <cmackey@excelsiorfire.org>
Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

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This will work. Thank you for taking care of this!

Have a great day.



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/> [[excelsiorfire.org](https://www.excelsiorfire.org/)]

From: Tom Whitmer <twhitmer@piercemfg.com>

Sent: Monday, September 8, 2025 10:44 AM

To: Bradley White (MacQueen) <Brad.White@macqueengroup.com>; Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

You don't often get email from twhitmer@piercemfg.com. [Learn why this is important \[aka.ms\]](#)

Oshkosh Corporation Classification - Restricted

Good morning! PNC has revised the invoice for the November payment. Please see attached and advise if this is OK. Thank you!

Tom Whitmer

Director, Customer Finance

Vocational Segment, Oshkosh Corporation

twhitmer@piercemfg.com

(920) 267-1256

From: Brad White <Brad.White@macqueengroup.com>

Sent: Tuesday, September 2, 2025 2:30 PM

To: Tom Whitmer <twhitmer@piercemfg.com>

Subject: FW: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

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Tom,

Good day sir, please find the questions below for my customer in Excelsior MN. Couple items, it appears that the first invoice was to be paid in November. It sounds like they received an invoice already to be paid this month. Also, we added the change order expense to the financing of this project. The chief would like to have these invoices applied to the first three truck invoice payments due to political reasons.

Please let me know if you have any questions.

Best Regards,

Brad White

Sales Representative

Emergency Apparatus | Apple Valley, MN

www.macqueengroup.com [macqueengroup.com]

Mobile: 920-450-4094



From: Rochelle Johnson <rjohnson@excelsiorfire.org>

Sent: Tuesday, September 2, 2025 2:20 PM

To: Curt Mackey <cmackey@excelsiorfire.org>; Brad White <Brad.White@macqueengroup.com>

Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

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Hi Brad

According to the attached schedule that was signed, it looks like the first payment is not due until Nov 23, which would align with our next lease payment. Am I reading that correctly?



Rochelle Johnson

Office Manager

Excelsior Fire District

Address: 24100 Smithtown Road, Shorewood MN 55331

Phone: 952-960-1652

<https://www.excelsiorfire.org/> [excelsiorfire.org]

From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Friday, August 29, 2025 1:37 PM

To: Brad White <Brad.White@macqueengroup.com>

Cc: Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: Re: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Hi Brad,

For political reasons we would like the payments added to the lease payments for the truck as 1 payment due in November. Does that make sense?

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>

Sent: Friday, August 29, 2025 1:29 PM

To: Curt Mackey <cmackey@excelsiorfire.org>

Cc: Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Chief, let me know if you need more clarification. I can call Tom at Pierce to understand more about their invoicing processes.

Brad White

Sales Representative

Emergency Apparatus | Apple Valley, MN

www.macqueengroup.com [[macqueengroup.com](mailto:Brad.White@macqueengroup.com)]

Mobile: 920-450-4094



From: Curt Mackey <cmackey@excelsiorfire.org>

Sent: Friday, August 29, 2025 1:00 PM

To: Brad White <Brad.White@macqueengroup.com>

Cc: Rochelle Johnson <rjohnson@excelsiorfire.org>

Subject: Re: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

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Ok, that is confusing we had the lease payment for the truck plus the 18k as 1 payment?

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

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From: Brad White <Brad.White@macqueengroup.com>
Sent: Friday, August 29, 2025 12:57 PM
To: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Chief Mackey,

According to my contact at Pierce that works with PNC, the \$18K is one of the three payments.

Brad White

Sales Representative
Emergency Apparatus | Apple Valley, MN
www.macqueengroup.com [macqueengroup.com]
Mobile: 920-450-4094



From: Tom Whitmer <twhitmer@piercemfg.com>
Sent: Friday, August 29, 2025 12:24 PM
To: Brad White <Brad.White@macqueengroup.com>; Charlene Leger <cleger@macqueengroup.com>
Subject: RE: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Oshkosh Corporation Classification - Restricted

Brad,

This is the lease payment for the \$51k change order addition to the truck. Let me know if you have any more questions.

Tom Whitmer
Director, Customer Finance
Vocational Segment, Oshkosh Corporation

twhitmer@piercemfg.com
(920) 267-1256

From: Brad White <Brad.White@macqueengroup.com>
Sent: Friday, August 29, 2025 12:11 PM
To: Charlene Leger (MacQueen) <cleger@macqueengroup.com>; Tom Whitmer <twhitmer@piercemfg.com>
Subject: [WARNING - EXTERNAL] FW: Invoices from PNC EQUIPMENT FINANCE, LLC

External Sender: This message came from outside your organization.

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Charlene or Tom,

Can you please let me know what this refers to for the Excelsior unit? What is a Rental Payment?

Any help is appreciated.

Brad White

Sales Representative

Emergency Apparatus | Apple Valley, MN

www.macqueengroup.com [macqueengroup.com]

Mobile: 920-450-4094



From: Curt Mackey <cmackey@excelsiorfire.org>
Sent: Wednesday, August 27, 2025 4:48 PM
To: Brad White <Brad.White@macqueengroup.com>
Cc: Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Fw: Invoices from PNC EQUIPMENT FINANCE, LLC

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Brad,

Do you know what this invoice is for?

Get [Outlook for iOS \[aka.ms\]](#)

From: Rochelle Johnson <rjohnson@excelsiorfire.org>
Sent: Tuesday, August 26, 2025 2:28:33 PM
To: PNCEFC@PNC.COM <PNCEFC@PNC.COM>
Cc: Curt Mackey <cmackey@excelsiorfire.org>
Subject: FW: Invoices from PNC EQUIPMENT FINANCE, LLC

Good afternoon

Can we please get some information on what the attached invoice is for?

Thanks in advance.



Rochelle Johnson
Office Manager
Excelsior Fire District
Address: 24100 Smithtown Road, Shorewood MN 55331
Phone: 952-960-1652
<https://www.excelsiorfire.org/> [[excelsiorfire.org](https://www.excelsiorfire.org/)]

From: Payment_Notification_Support@pnc.com <Payment_Notification_Support@pnc.com>
Sent: Tuesday, August 26, 2025 7:37 AM
To: Curt Mackey <cmackey@excelsiorfire.org>; Rochelle Johnson <rjohnson@excelsiorfire.org>
Subject: Invoices from PNC EQUIPMENT FINANCE, LLC

You don't often get email from payment_notification_support@pnc.com. [Learn why this is important \[aka.ms\]](#)

Dear Excelsior Fire District

The attached file contains the following invoice(s) for your account 98997704.

Invoice Number	Due Date
2330931	11/23/2025

Sincerely,

Customer Care
PNC Equipment Finance, LLC

This is a system generated email, please do not reply to this email, in case of any queries please contact the Customer Care Team at PNC Equipment Finance, LLC.

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Thank you.



EXCELSIOR FIRE DISTRICT

Proudly serving the communities of: Deephaven, Excelsior, Greenwood, Shorewood, & Tonka Bay

Meeting Transcription 04-23-2025

Meeting Started: April 23, 2025, 06:01pm

Meeting Duration: 1 hour, 54 minutes

Meeting Participants:

EXFD Board Members: Dustin Maddy (Shorewood), Jennifer Gallagher (Greenwood), Tony Jewett (Deephaven), and Doug Eckland (Tonka Bay)

Also Present: Curt Mackey (EXFD Fire Chief), Nate Basinger (EXFD Assistant Chief), Dan Madsen (Deephaven Administrator), Marc Nevinski (Shorewood City Administrator), CJ Holl (Tonka Bay City Administrator), and Kristi Luger (Excelsior City Manager)

1:01:33 Discussion on E11 starts

1:02:09 Chief Mackey points out on page 5, line item of \$21, 237.37 for change order that was approved by board in February or March 2022

1:03:14 Chief Mackey states additional charges of about \$30,000, some are related to NFPA standards (handrails on the top, hand grabs in the back). He stated when EXFD members had gone to the plant, they asked them about lighting and switches and what it would cost.

1:04:08 Chief Mackey states they covered cost of moving valves but never sent us a quote on other things we asked for.

1:04:22 Chief Mackey said he kept calling asking where they were at with the truck asking if they were going to fix the valving and was told it was done, it was covered, Pierce and Macqueen ate the cost of the valves, and it was already at Skeeter.

1:04:49 Chief Mackey stated he received the invoice about two weeks ago.



EXCELSIOR FIRE DISTRICT

Proudly serving the communities of: Deephaven, Excelsior, Greenwood, Shorewood, & Tonka Bay

- 1:06:05 Chief Mackey said he never signed anything to do the work, and the company never sent a bid, they just sent a bill at the end.
- 1:06:22 Of the \$30,000, about \$15,000 was required by NFPA standards which means \$15,000 we could have had the opportunity to say "no".
- 1:06:48 Chief Mackey stated he kept asking the salesman what happened with the other stuff and the salesman said, "we took care of it, we got it, it's done."
- 1:07:11 Chief Mackey said we could either pay the invoice, or fight the invoice, but not sure of the recourse we have since everything is already installed. Chief Mackey said he did ask about putting the \$51,000 on the last three payments at the current interest rate and PNC Bank said "yes."
- 1:08:03 Board member Jewett: "Does it bother you so much that you want them to take it off? Would you have said no?"
- 1:08:03 Chief Mackey: "No, because it's all stuff that we wanted."
- 1:08:14 Board member Jewett stated your only leverage is to say you asked about these things, that you don't want them, and have them take the truck back and take them off free of charge but you would have to be willing to walk away from those items because you didn't approve them.
- 1:08:47 Board member Gallagher wants to know if this is how they do business to everyone.
- 1:08:52 Chief Mackey stated he has been talking to a lot of chiefs over the last several weeks about this and valving issues. He talked about possibly wanting to order our next truck from a different manufacturer, but possibly still have issues with other companies no matter where you go – it's supply chain issues.
- 1:11:33 Chief Mackey said we talked about do we want to take this stuff off and the guys said no because it's stuff we wanted, it's important stuff, it makes the truck better and safer, but it still bothers him that he still didn't have a choice in the customer service piece.



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- 1:12:10 Board chair Maddy: "Is there a recommendation you're making, or do you want to get how we feel about it??"
- 1:12:14 Chief Mackey: "Well we have two options, we can pass the resolution to pay it off, or we can pass the resolution to put it on the financing to PNC bank and put it in the '26, '27, and '28 budget. It's about \$17,000 a year on our payment. The good thing is that before I sent out the '26 budget, I included that payment in it so it wouldn't change our '26 budget."
- 1:13:33 Chief Mackey stated one of the things we learned for our next truck would be we are not accepting progress pictures. Instead, we will go checking things out in-person. This might have also caught something like this sooner.
- 1:14:19 Board member Jewett stated if you want the stuff and don't want to take it off the truck, there's really nothing else you can do but pay it.
- 1:14:52 Chief Mackey says he's frustrated because he doesn't like surprises as an organization, or for the cities. Some of it is stuff that we wanted, but some is stuff we needed and didn't have a choice.
- 1:15:00 Chief Mackey: "Ideally, we either pay it or put it on the financing. That is my recommendation to the group."
- 1:15:08 Board chair Maddy: "I feel like we need to punish them somehow if you are asking for a price and then just sending you a bill."
- 1:15:13 Board member Jewett: "Well then you would have to withhold \$15,000 in payment to get their attention."
- 1:15:19 Board chair Maddy: "That's what I'm thinking. I hate negotiating in public meetings."
- 1:15:34 Board member Jewett: "It's fine. This is a real discussion. They didn't tell us. I mean, we asked for it but they didn't give us a price so if we withhold \$15,000, at least they can come talk to us about why we should pay it or what we should do about it."



EXCELSIOR FIRE DISTRICT

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- 1:16:05 Board vice chair Gallagher stated they needed to take some accountability because of poor business practice.
- 1:16:14 Board member Jewett asked if they are already building the next one?
- 1:16:16 Board chair Maddy: "It's ordered, but not being assembled."
- 1:16:32 Board member Jewett stated he knows the process for the next one. They won't give us a bid; they will just put the items on.
- 1:16:36 Chief Mackey stated he worked with Brad, the salesman, in the past, and this has never happened before. He thinks it's a company wide issue due to overflow in business.
- 1:16:56 Chief Mackey: "There's not much leverage we have. They may come back out. Probably not the best decision."
- 1:17:14 City Manager Luger: "Do you think they would though? It would be just as inconvenient for them."
- 1:17:19 Board member Jewett: "And cost them money."
- 1:17:20 Chair board Maddy: "We could negotiate. We want to keep it, but we didn't actually order it. I would hate to let them get away with it."
- 1:17:40 Board vice chair Gallagher: "I agree."
- 1:17:43 Chief Mackey: "You guys just have to give me the flexibility to negotiate."
- 1:18:16 Chief Mackey: "If you guys want to give me the authority to negotiate, I can certainly do that. I have no problem."
- 1:18:28 Board vice chair Gallagher: "The worst thing that can happen is they can say no and we still have to pay it but it's worth the effort saying it's on them."



EXCELSIOR FIRE DISTRICT

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- 1:18:50 Chief Mackey: "I have no problem with that because it does bother me. It was under my watch. It's my project and it shouldn't have come to this. I pride myself in not having surprises like this."
- 1:19:03 Board vice chair Gallagher: "Was it the salesperson or does he just do the sale for you then you are dealing with someone else?"
- 1:19:09 Chief Mackey explained the different people dealt with during projects
- 1:19:32 Board chair Maddy: "Do we know if this is a Macqueen issue or a Pierce issue?"
- 1:19:36 Chief Mackey: "Good question. I never got a good answer on the valving if that was a Pierce or Macqueen issue, but they split it so I think it was a little bit of both. They split that cost."
- 1:19:50 Board member Jewett questioned the dollar amount that we want to negotiate.
- 1:21:10 Board chair Maddy asked if we could short-pay the invoice
- 1:22:12 Chief Mackey stated if the board wanted to settle on a different number, he would try to negotiate on it.
- 1:22:14 Board chair Maddy stated it's worth a try and let them know we are not happy. He was also curious if moving forward if there were different manufacturers we could look at.
- 1:22:37 Chief Mackey reviewed four big manufacturer options
- 1:24:29 Board chair Maddy: "Would it make sense to pass the full resolution and see if you could negotiate something less?"
- 1:24:37 Chief Mackey: "That would be the easiest way."
- 1:24:41 Board member Jewett: "Let's do that."
- 1:24:50 Board chair Maddy (to Chief Mackey): "These relationships are all yours, this is just outside looking in."



EXCELSIOR FIRE DISTRICT

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- 1:24:55 Chief Mackey: "I know, but I don't like surprises for the cities so I'm trying to make it hurt for the manufacturer a little bit as well."
- 1:25:05 Chair board Maddy: "Then we are on the same page there."
- 1:25:34 Chief Mackey stated the resolution was not in the packet because he just got it back from the bank as an option to finance yesterday.
- 1:27:51 Chief Mackey reviewed information included in the resolution and stated it needed to go before the board and be authorized by the attorney.
- 1:28:14 Chair member Jewett: "What happens if it ends up being an amount less than that? If you negotiate. Is it a new resolution?"
- 1:28:19 Chief Mackey: "It'll probably be a new resolution."
- 1:28:38 Board member Jewett makes a motion to approve Resolution 25-006, subject to attorney review, also directing Chief Mackey to have a discussion with the supplier.
- 1:28:50 Second by vice chair Gallagher.
- 1:29:11 Motion passed 4/0.

Customer: Excelsior Fire District
Bid # / Job #: 1031 / 38450
Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/26/2024	Changed	0000854	Air Inlet, w/Disconnect Coupling	1	\$536.81	
2/26/2024	Deleted	0068871	Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1	(\$1,504.72)	
2/26/2024	Deleted	0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1	(\$143.61)	
2/26/2024	Added	0696438	Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1	\$186.40	
2/26/2024	Deleted	0556853	Bezels, WIn, (2) M6 Chrome Pierce, For Mtg (3) WIn M6 Lts	1	(\$484.53)	
2/26/2024	Added	0556842	Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1	\$815.50	
2/26/2024	Deleted	0659867	Bottle, Windshield Washer, Wiper Fluid Low LED Indicator & Message On Display	1	(\$264.44)	
2/27/2024	Deleted	0725642	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep	1	(\$2,129.03)	
2/26/2024	Deleted	0746103	Cabinet, Rear Facing, LS, 23 W x 26 H x 24 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1	(\$3,155.05)	
2/26/2024	Added	0753805	Cabinet, Rear Facing, LS, 23 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,485.64	
2/26/2024	Deleted	0740845	Cabinet, Rear Facing, RS, 22 W x 26 H x 22.75 D, Radius, Ext Acc, Sp Mtg,SFR/Enf	1	(\$3,231.00)	
2/26/2024	Added	0753150	Cabinet, Rear Facing, RS, 22 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1	\$3,470.71	
2/26/2024	Deleted	0617577	Chocks, Wheel, Worden HWG- SB, Super Gripper	1	(\$320.83)	
2/28/2024	Deleted	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	(\$396.13)	
3/1/2024	Added	0603742	Coating, UL-LX, Rub Rail on Sides, Black	1	\$480.76	
2/26/2024	Added	0000853	Compressor, Air, Kussmaul 091-9 12V Brake System	1	\$1,716.40	
2/27/2024	Changed	0657522	Compt, Air Bottle, Triple, Fender Panel	-1	(\$1,190.74)	
2/27/2024	Added	0622393	Compt, Air Pack Fender Panel	1	\$1,544.66	
2/29/2024	Added	0611205	Compt, HSH, (1), Top of Body Compt, PUC	2	\$5,335.02	
2/26/2024	Deleted	0620701	Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Web, SFR/Enf	1	(\$1,545.59)	
2/27/2024	Added	0734627	Control, Warning Lt Intensity, WIn, Switch	1	\$426.42	
2/26/2024	Deleted	0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	(\$1,729.48)	
2/26/2024	Deleted	0060852	Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1	(\$180.90)	
2/26/2024	Added	0040475	Crowns, Front Fender, Rubber	1	\$612.62	
2/27/2024	Added	0535408	Cutout, Access, in Hose Bed Divider, w/Location Feature	4	\$450.19	
2/27/2024	Added	0089471	Cutout, Handhold, in Hose Bed Divider	4	\$280.86	
2/26/2024	Added	0894089	Dash, Heavy Duty Metal, Enforcer	1	\$2,129.93	
2/28/2024	Changed	0749510	Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1	\$182.78	
2/28/2024	Added	0766493	Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1	\$1,748.18	
2/28/2024	Added	0522815	Emblem, American Flag, Waving, Gerber Vision, Pair	1	\$335.84	
2/28/2024	Added	0684184	Emblem, Maltese Cross, Reflective, 15"-17", Pair	1	\$790.62	
3/4/2024	Added	0679381	Emblem, Tasmanian Devil Logo, Pair	1	\$1,215.19	
3/4/2024	Added	0638940	Emblem,"Honoring America's Bravest"w/ Helmet, Gerber Vision Pr.16" wide	1	\$408.15	
2/28/2024	Added	0731766	Enclosure, Transverse, Lower Crosslay Module, Strap, PUC	1	\$577.45	
2/27/2024	Added	0653982	Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Pumper, 3G	1	\$956.99	
2/27/2024	Deleted	0738201	Fender Crowns, Rear, S/S UL-LX, W/Removable Fender Liner, Pumper, 3G	1	(\$1,036.56)	
2/26/2024	Deleted	0772844	Fenders, S/S on cab, Extra Wide, UL-LX, Enf	1	(\$1,562.30)	
2/26/2024	Changed	0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	\$25.58	
2/28/2024	Deleted	0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1	(\$630.91)	
2/28/2024	Added	0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1	\$1,262.20	
2/28/2024	Deleted	0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1	(\$392.75)	

Customer: Excelsior Fire District
Bid # / Job #: 1031 / 38450
Date: 3/6/2024 11:47:53 AM

Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Added	0756688	Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1	\$2,226.29	
2/26/2024	Deleted	0544440	Handlts, (2) Streamlight, LiteBox, 12v, Orange	1	(\$921.94)	
3/5/2024	Deleted	0557023	Handrail, 10", Below Cab Windshield, Pair	1	(\$496.68)	
2/26/2024	Added	0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1	\$972.37	
2/27/2024	Added	0611527	Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit	1	\$559.88	
2/26/2024	Added	0611614	Handrails, 10", Below Cab Windshield, Hansen Knurled Alum, LED, Backlit, Pair	1	\$882.61	
2/27/2024	Added	0625971	Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, PUC/HDRP	1	\$607.45	
3/5/2024	Added	0681413	Headset, Firecom, FH-51 Over Head, Radio Transmit	2	\$1,455.56	
3/5/2024	Added	0681396	Headset, Firecom, FH-52 Over Head, Intercom Only	3	\$2,183.34	
2/26/2024	Deleted	0633479	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1	(\$154.57)	
2/26/2024	Changed	0633453	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1	\$166.22	
2/26/2024	Added	0630143	Hose Restraint, Bumper Tray, Vinyl Cover	1	\$202.43	
2/27/2024	Deleted	0591033	Hose Restraint, Hose Bed, Vinyl, Top and Rear	1	(\$874.44)	
3/4/2024	Added	0816354	Hose Restraint, Hose Bed, Web, Rear, Separate Top, Split 2-Sec, Seat Belt, CTube	1	\$1,855.11	
2/26/2024	Changed	0722696	HVAC, Standard-Duty, Enforcer, CARE	1	\$1,017.73	
2/26/2024	Deleted	0559185	Install Customer Provided Handlight Charger(s)	5	(\$643.99)	
2/26/2024	Changed	0559503	Install Customer Provided, Portable Radio Charger(s)	-1	(\$128.80)	
2/27/2024	Deleted	0733387	Ladder, 10' Duo-Safety Folding 585A	1	(\$288.95)	
2/27/2024	Added	0898121	Ladder, 12' Duo-Safety Folding 585A	1	\$400.48	
2/27/2024	Deleted	0004230	Ladder, 14' Duo-Safety 775A Roof	1	(\$503.22)	
2/27/2024	Added	0819157	Ladder, 14' Duo-Safety 875-DR Roof	1	\$1,289.72	
2/28/2024	Added	0592929	Lettering, Reflective 3" w/Gradient Outline & Shade, Each	18	\$211.85	
2/28/2024	Added	0685993	Lettering, Reflective, 10.00", Each	4	\$190.88	
2/28/2024	Deleted	0686158	Lettering, Reflective, 3.00", (61-80)	1	(\$910.34)	
2/28/2024	Added	0686157	Lettering, Reflective, 3.00", (81-100)	1	\$1,519.24	
2/28/2024	Added	0686033	Lettering, Reflective, 4.00", Each	12	\$303.85	
2/28/2024	Added	0686002	Lettering, Reflective, 8.00", Each	26	\$1,046.58	
2/27/2024	Deleted	0785082	Light Twr, CL KL409D-H4, Vision-X LEDs, 12 VDC, Cld, 4lts	1	(\$20,451.39)	
2/26/2024	Deleted	0651432	Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1	(\$2,054.43)	
2/27/2024	Deleted	0691544	Light, GTT, 794* LED Opticom Emitter, Remote Mounted on Cab Roof	1	(\$2,368.25)	
2/29/2024	Added	0789467	Light, Traffic Directing, Wln TAM65 Split, 2-19.75" Long LED	1	\$3,329.69	
2/26/2024	Changed	0764324	Light, Visor, HiViz, FT-B-72-ML-*, Cnt Feature	1	\$231.94	
2/27/2024	Deleted	0670129	Lightbar, Federal, Vision VSLR8S-NFPA2 LED	1	(\$5,423.29)	
2/29/2024	Added	0778761	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRRR, 30 deg	1	\$10,633.40	
2/29/2024	Changed	0778761	Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRRR, 30 deg	1	\$88.69	
2/27/2024	Changed	0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	-1	(\$215.68)	
2/28/2024	Added	0896616	Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1	\$997.24	
2/28/2024	Deleted	0745844	Lights, Front Zone, Wln 6RB* M6** M6** 6RB* LED, 4lts Q Bzl, Trm Fet	1	(\$2,393.44)	
2/28/2024	Added	0734071	Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts	1	\$2,731.01	
2/26/2024	Changed	0733343	Lights, HiViz FT-GESM* LED 1st	2	\$433.73	
2/26/2024	Changed	0772404	Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1	\$216.86	

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Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Deleted	0772404	Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1	(\$1,827.72)	
2/26/2024	Changed	0772401	Lights, HiViz FT-MB-2.15-*-, 17.5", 2nd	1	\$216.86	
2/28/2024	Deleted	0772401	Lights, HiViz FT-MB-2.15-*-, 17.5", 2nd	1	(\$1,827.72)	
2/26/2024	Changed	0773346	Lights, HiViz FT-MB-2.15-*-*CPREC 17.5" LED, 1st	2	(\$287.45)	
2/28/2024	Deleted	0773346	Lights, HiViz FT-MB-2.15-*-*CPREC 17.5" LED, 1st	2	(\$3,407.40)	
2/26/2024	Changed	0773332	Lights, HiViz FT-MB-2.15-*-*CPREC 17.50" LED, 2nd	2	(\$287.45)	
2/28/2024	Deleted	0773332	Lights, HiViz FT-MB-2.15-*-*CPREC 17.50" LED, 2nd	2	(\$3,407.40)	
2/26/2024	Changed	0769560	Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1	\$184.18	
2/26/2024	Deleted	0564654	Lights, Rear Zn Lwr, WIn M6*, Colored Lens, For Tail Light Housing	1	(\$745.44)	
2/28/2024	Added	0564655	Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing	1	\$967.59	
2/27/2024	Deleted	0514167	Lights, Rear/Side Up Zone, Fed QL64XF-* LED, 6 LED lights	1	(\$1,776.88)	
2/28/2024	Added	0743720	Lights, Rear/Side Up Zone, WIn M6** LED 4lts	1	\$1,997.17	
2/28/2024	Deleted	0747228	Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6Lts	1	(\$2,307.96)	
2/28/2024	Added	0778179	Lights, Side Zone Lower, WIn M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$6,782.86	
2/28/2024	Changed	0778179	Lights, Side Zone Lower, WIn M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$463.88	
2/28/2024	Changed	0743910	Lights, Side, WIn M6** LED, Trm Fet 1st	2	\$1,073.18	
2/28/2024	Added	0743913	Lights, Side, WIn M6V2** Trm Fet 1st	2	\$2,785.84	
2/28/2024	Changed	0743913	Lights, Side, WIn M6V2** Trm Fet 1st	-1	(\$1,392.92)	
2/28/2024	Added	0743911	Lights, Side, WIn M6V2** Trm Fet 2nd	2	\$2,785.84	
2/28/2024	Changed	0743911	Lights, Side, WIn M6V2** Trm Fet 2nd	-1	(\$1,392.92)	
2/28/2024	Price Override	0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg		\$594.94	
2/28/2024	Added	0806205	Lights, WIn, M92SL* EZ Scene, 12 VDC, 1st	1	\$1,559.08	
2/28/2024	Added	0806207	Lights, WIn, M92SL* EZ Scene, 12 VDC, 1st	2	\$2,265.20	
2/28/2024	Added	0806206	Lights, WIn, M92SL* EZ Scene, 12 VDC, 2nd	1	\$1,559.08	
2/28/2024	Added	0806208	Lights, WIn, M92SL* EZ Scene, 12 VDC, 2nd	2	\$2,993.39	
2/29/2024	Deleted	0537512	Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1	(\$176.78)	
2/27/2024	Deleted	0664791	Location, Light Tower Controller, Driver's Side Front Body Compartment	1	(\$101.02)	
2/27/2024	Deleted	0664471	Location, Light Tower, Cargo Area	1	(\$213.43)	
2/29/2024	Added	0729727	Location, TDL, Over Hose Bed, Cross Tube (Included), Recessed	1	\$1,425.13	
2/29/2024	Added	0530281	Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1	\$83.47	
2/27/2024	Added	0562534	Modify Ladder Storage Blister, End Point, Front of Ladder Storage	1	\$448.75	
2/26/2024	Deleted	0646364	Mounting Brackets, Chocks, Worden Safety, Model U815T	1	(\$188.18)	
2/28/2024	Deleted	0735953	Mounting, Little Giant Ladder, Upper Crosslay Module, Strap, PUC	1	(\$551.21)	
2/27/2024	Added	0521688	Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1	(\$88.39)	
2/27/2024	Added	0721316	Partition, Vertical Compt, Special Location	1	\$427.61	
2/26/2024	Changed	0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1	\$25.58	
2/28/2024	Added	0780309	Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1	\$501.66	
2/28/2024	Added	0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1	\$439.67	
2/28/2024	Added	0781579	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2	\$879.35	
2/29/2024	Added	0683718	Recess, Rear Vision Camera Into Lightstick Housing	1	\$240.80	
2/28/2024	Added	0755557	Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/1.00" Gaps	1	\$1,008.54	

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Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/28/2024	Deleted	0779467	Reflective Band, Special, Rose City	1	(\$1,894.23)	
2/26/2024	Added	0796053	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab, 2.00"	1	\$1,136.51	
2/26/2024	Added	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$375.01	
2/26/2024	Deleted	0664066	Shelf, Equipment Mounting, Aluminum, Lip	1	(\$126.82)	
2/28/2024	Changed	0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	2	\$512.66	
2/26/2024	Deleted	0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1	(\$570.88)	
2/26/2024	Added	0542439	Shoreline, 20A 120V, Straight Blade, NEMA 5-20, Red Cover	1	\$452.34	
2/28/2024	Deleted	0006095	Siren, Mechanical, Mounted Above Deckplate	1	\$237.67	
2/28/2024	Added	0731255	Splash Guard, Vinyl, Crosslay Front, PUC	1	\$738.97	
2/26/2024	Deleted	0605356	Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1	(\$2,532.97)	
2/26/2024	Added	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$1,951.04	
2/26/2024	Changed	0898313	Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1	\$302.25	
2/26/2024	Deleted	0620344	Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1	(\$1,378.73)	
2/29/2024	Deleted	0605638	Storage, HSH, Hose Bed, Trough, Strap, PUC	2	(\$2,979.37)	
2/27/2024	Added	0806306	Straps, Top of Hose Bed	1	\$175.81	
2/28/2024	Deleted	0065687	Stripe, Reflective, Cab Doors Interior	1	(\$165.81)	
2/28/2024	Added	0509398	Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior	1	\$821.01	
2/26/2024	Changed	0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1	\$123.67	
3/4/2024	Added	0897454	Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, LS Overhead Sw Pnl, Mux	1	\$335.44	
3/4/2024	Deleted	0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	1	(\$258.42)	
2/29/2024	Changed	0732444	Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1	\$207.48	
2/26/2024	Added	0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	1	\$3,743.16	
2/26/2024	Deleted	0582936	Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1	(\$2,784.80)	
2/28/2024	Added	0819422	Toolboard, Pac Trac, Installed on Compartment Wall, Back Wall Only	3	\$2,527.72	
2/26/2024	Deleted	0612051	Tow Eyes, Chrome, Extd Out Front of Bumper,Tow Anchors, Fabricated Steel,Enf/SFR	1	(\$687.15)	
3/4/2024	Deleted	0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1	(\$887.63)	
2/28/2024	Deleted	0739259	Tray, Slide-out, 2-Way, 300 Lbs, Utility, 3" Sides, Lower Crosslay Area, PUC	1	(\$1,823.24)	
2/29/2024	Added	0635245	Trim, Round Alum Extrusion (Hose Bed Style), Top of Hose Tray, Each	2	\$500.56	
3/6/2024	Changed	0746688	Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1	\$315.57	
2/29/2024	Deleted	0732958	Trough, Folding Ladder, Ladder Storage	1	(\$243.00)	
2/29/2024	Added	0732963	Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1	\$279.47	
2/29/2024	Added	0004361	Tubes, Alum, Pike Pole Storage	2	\$471.17	
2/27/2024	Changed	0730367	Valve, Ball Intake, TFT, AP Series	2	(\$432.53)	Excluded Feature Removed
2/28/2024	Added	0756619	Water Level Gauge, WIn M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt.	2	\$3,955.20	
2/28/2024	Changed	0750438	Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	-3	(\$1,775.38)	
2/28/2024	Changed	0750438	Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	1	(\$65.77)	
2/27/2024	Added	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1	\$4,445.96	
2/27/2024	Deleted	0019575	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1	(\$2,416.92)	
2/26/2024	Changed	0548004	Wiring, Spare, 15 A 12V DC, NFPA 2016 1st	-1	(\$105.59)	
2/26/2024	Added	0821438	Wiring, Spare, 15 A 12VDC Power Point, Dual USB-C Batt Dir NFPA1900 1st	1	\$258.64	
2/26/2024	Deleted	0548009	Wiring, Spare, 20 A 12V DC 1st	1	(\$115.57)	

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Date	Change Type	Option Code	Description	Quantity	Ext Customer Price	Comments
2/26/2024	Deleted	0548013	Wiring, Spare, 20 A 12V DC 2nd	1	(\$115.57)	
					\$21,237.37	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
8/14/2024	Added	0756033	Lights, HiViz FT-MB-15-*-, 19.77", 1st	2	\$7,106.64	Changes at Status 71
8/14/2024	Added	0604059	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s)	1	\$1,567.58	
8/14/2024	Added	0709690	Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	2	\$3,105.19	
8/14/2024	Changed	0889452	Lights, Side, Wln I2SM# Duo LED, Mounted In Rubrail, 1st	4	\$5,082.41	
					\$16,861.82	

Date	Change Type	Option Code	Description	Quantity	Customer Price	Comments
10/23/2024	Deleted	0686157	Lettering, Reflective, 3.00", (81-100)	1	(\$1,519.24)	Graphics changes to match print
10/23/2024	Added	0686155	Lettering, Reflective, 3.00", (141-160)	1	\$2,634.34	
10/23/2024	Added	0686081	Lettering, Reflective, 3.00", (21-40)	1	\$592.73	
10/23/2024	Deleted	0686002	Lettering, Reflective, 8.00", Each	26	(\$1,046.58)	
10/23/2024	Added	0685999	Lettering, Reflective, 8.00", (41-60)	1	\$1,884.57	
10/23/2024	Changed	0685993	Lettering, Reflective, 10.00", Each	4	\$198.59	
10/23/2024	Changed	0686033	Lettering, Reflective, 4.00", Each	-8	(\$202.56)	
10/23/2024	Added	0686030	Lettering, Reflective, 4.00", (1-20)	1	\$526.87	
10/23/2024	Deleted	0679381	Emblem, Tasmanian Devil Logo, Pair	1	(\$1,215.19)	
10/23/2024	Deleted	0638940	Emblem, "Honoring America's Bravest" w/ Helmet, Gerber Vision Pr.16" wide	1	(\$408.15)	
10/23/2024	Added	0527578	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Pair	1	\$425.52	
10/23/2024	Added	0721512	Emblem, Dept. Patch, 18-20", Gerber Vision, Pair	1	\$716.44	
10/23/2024	Added	0512024	Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1	\$566.42	
12/9/2024	Deleted	0686972	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir	1	(\$215.53)	Changes at Final Inspection
12/9/2024	Added	0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	1	\$265.75	
12/9/2024	Added	0658980	Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1	\$556.52	
12/9/2024	Added	0683282	Label, Outline, Switches	1	\$68.72	
12/6/2024	Deleted	0637222	Light, Mars TB8-L1-P/* LED, S/S Wedge Brkt Centered Under Windshield	1	(\$1,388.26)	
12/6/2024	Added	0830279	Light, Mars TB8-L1-P/** LED, S/S Wedge Brkt Centered Under Windshield, Emaster	1	\$2,214.56	
12/6/2024	Price Override	0830279	Light, Mars TB8-L1-P/** LED, S/S Wedge Brkt Centered Under Windshield, Emaster		(\$451.56)	
12/6/2024	Added	0606285	Switch, Locking Rocker Style, Tire Chains, MUX Chassis	1	\$205.55	
12/6/2024	Added	0731912	Switch, 12V (Inst Pnl), Load Manager, Hard Wired Rocker IPO MUX Rocker	1	\$186.25	
12/6/2024	Added	0823296	Switch, Rocker Style, Hardwired, IPOS Mux, Qty, Loc	1	\$536.76	
12/6/2024	Added	0775016	Programming, Wln 295SLSA1/SL101 Elec Siren, T1-Warble, T2-Yelp, T3-Piercer	1	\$245.37	
12/6/2024	Changed	0756033	Lights, HiViz FT-MB-15-*-, 19.77", 1st	2	\$486.24	Added a switches
12/6/2024	Added	0784791	Switches, MUX Rocker, Outlined in Red	1	\$47.55	
12/6/2024	Added	0817030	Switches, MUX Rocker, Outlined in Yellow	1	\$99.85	
12/6/2024	Changed	0780605	Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1	\$768.09	

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12/6/2024	Changed	0778179	Lights, Side Zone Lower, WIn M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1	\$360.70	Perimeter Light Switch added
12/6/2024	Deleted	0768311	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grm Mt LED 2lts	1	(\$189.64)	
12/6/2024	Added	0742133	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grm Mt LED Blk 2lts	1	\$739.07	
12/6/2024	Added	0898134	Gauge, Water Level, FRC, WLA 205-A00, TankVision, Remote Mini Display(s), Loc	1	\$812.74	
12/6/2024	Changed	0756619	Water Level Gauge, WIn M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt.	2	\$162.98	switched to Ignition
12/6/2024	Added	0651512	Window Protector Bars, Knurled, Crew Doors, 6" Above Window Sill Plate	1	\$633.46	
12/16/2024	Added	0795149	Gauge, Flowmeter, Class 1, IAT, GPM, PUC	1	\$4,011.49	
					\$13,310.38	
Final Project Total					\$51,409.57	

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: _____

Sales Representative Signature: _____

RESOLUTION

Municipality/Lessee: EXCELSIOR FIRE DISTRICT

Principal Amount Expected To Be Financed: \$ 51,409.57

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the FIRE CHIEF OR FIRE BOARD REPRESENTATIVE (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

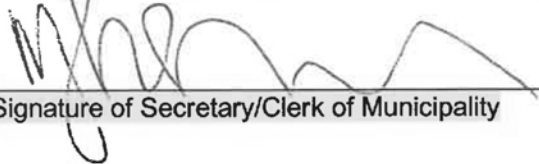
Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on April 2, 2025.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: EXCELSIOR FIRE DISTRICT



Signature of Secretary/Clerk of Municipality

Print Name: ROCHELLE JOHNSON

Official Title: OFFICE MANAGER

Date: April 2, 2025

GREGERSON, ROSOW, JOHNSON & NILAN, LTD.
ATTORNEYS AT LAW

DAVID H. GREGERSON*
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JOSHUA A. DOROTHY†
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ROBERT I. LANG (1922-2012)
ROGER A. PAULY (RETIRED)
RICHARD F. ROSOW (RETIRED)
MARK J. JOHNSON (RETIRED)

#Also admitted in Illinois
†Also admitted in North Dakota
*Also admitted in Wisconsin

Writer's Direct Dial: 612-436-7475
Writer's E-mail: jdorothy@grjn.com

June 2, 2025

PNC Bank, National Association
995 Dalton Avenue
Cincinnati, OH 45203

RE: Lessee: Excelsior Fire District
Lessor: PNC Bank, National Association
Lease Schedule No. 98997704-2 dated June 2, 2025, together with its Master Lease-Purchase Agreement dated February 23, 2022, by and between the above-named Lessee and the above-named Lessor

Dear Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Minnesota (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in

GREGERSON, ROSOW, JOHNSON & NILAN, LTD.

PNC Bank, National Association

June 2, 2025

Page 2

accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

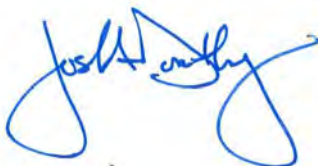
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

GREGERSON, ROSOW, JOHNSON & NILAN, LTD.

A handwritten signature in blue ink, appearing to read "Joshua A. Dorothy", is written over a faint yellow rectangular background.

Joshua A. Dorothy



Excelsior Fire District

Fire Board Special Meeting

Location: EXFD Station 1 EOC

Date: 03/20/2024

I. Call to order

Meeting called to order at 1716 by Dustin Maddy.

II. Roll call

The following members were present: Dustin Maddy (Shorewood), Jennifer Gallagher (Greenwood), Steve Erickson (Deephaven), Chief Mackey (joined at 17:33), Asst. Chief Basinger

Also present were Captain Glodoski and Captain Hein (representing the truck committee).

III. Approval of Agenda

- a. Motioned by Steve Erickson with change from “work session” to “special meeting.” Second by Lou Dierking. No discussion. Unanimously approved.

IV. E11 change order approval.

- a. Captain Heina and Captain Glodoski gave a high-level overview of why the change order.
 - i. Truck was pre-built over two years ago. Was challenging to understand what was needed or wanted then versus now.
 - ii. Building a truck that hasn’t been built before. Trucks had previously been subdivided by purpose (rescue, engine, medical). This truck is to be all of those in one. The truck is based on duty crew staffing and similar to what Minnetonka had recently purchased.
 1. Steve Erickson updated the board on some of the background of the various trucks that were viewed and scoped in preparation for this truck build. Loose equipment was not included in the original budget because it was not known at the time what was going to be needed.

- iii. Graphics were not budgeted as part of the price with Pierce – graphics has typically been done by a third party after delivery.
 - iv. Compartment added for the hard suction sleeves and access to the top.
 - v. Lighting changes and several graphics (ex. chevrons inside doors) became required.
 - vi. A number of upgrades and considerations given to longevity of the truck (metal vs plastic components).
 - vii. Built to be a functional, 25-year truck. Recruitment and retention in mind. Be able to extend its service life and/or have good resale. As well as trying to “build” future trucks off of this model.
 - viii. Changes made to this truck should be applied to the new truck at today’s prices.
 - b. Motion to approve the change order as presented was moved by Lou Dierking, seconded by Steve Erickson. No discussion. Passed unanimously.
- V. Benchmark cities for pay study.
- a. Recommended cities/fire organizations: West Metro, St. Anthony, Hopkins, Chanhassen, Chaska
- VI. Adjournment** – Motioned by Lou Dierking, seconded by Steve Erickson. Unanimously approved.

Next Meeting: Work session on March 27, 2024 at 18:00.

Customer:
Bid # / Job #:
Date:

Date	Change Type	Option Code
2/26/2024	Changed	0000854
2/26/2024	Deleted	0068871
2/26/2024	Deleted	0696439
2/26/2024	Added	0696438
2/26/2024	Deleted	0556853
2/26/2024	Added	0556842
2/26/2024	Deleted	0659867
2/27/2024	Deleted	0725642
2/26/2024	Deleted	0746103
2/26/2024	Added	0753805
2/26/2024	Deleted	0740845
2/26/2024	Added	0753150
2/26/2024	Deleted	0617577
2/28/2024	Deleted	0603742
3/1/2024	Added	0603742
2/26/2024	Added	0000853
2/27/2024	Changed	0657522
2/27/2024	Added	0622393
2/29/2024	Added	0611205
2/26/2024	Deleted	0620701
2/27/2024	Added	0734627
2/26/2024	Deleted	0630636
2/26/2024	Deleted	0060852
2/26/2024	Added	0040475
2/27/2024	Added	0535408
2/27/2024	Added	0089471
2/26/2024	Added	0894089
2/28/2024	Changed	0749510
2/28/2024	Added	0766493
2/28/2024	Added	0522815
2/28/2024	Added	0684184
3/4/2024	Added	0679381
3/4/2024	Added	0638940
2/28/2024	Added	0731766
2/27/2024	Added	0653982
2/27/2024	Deleted	0738201
2/26/2024	Deleted	0772844
2/26/2024	Changed	0631830
2/28/2024	Deleted	0062992
2/28/2024	Added	0604354
2/28/2024	Deleted	0750526
2/28/2024	Added	0756688
2/26/2024	Deleted	0544440

3/5/2024	Deleted	0557023
2/26/2024	Added	0770200
2/27/2024	Added	0611527
2/26/2024	Added	0611614
2/27/2024	Added	0625971
3/5/2024	Added	0681413
3/5/2024	Added	0681396
2/26/2024	Deleted	0633479
2/26/2024	Changed	0633453
2/26/2024	Added	0630143
2/27/2024	Deleted	0591033
3/4/2024	Added	0816354
2/26/2024	Changed	0722696
2/26/2024	Deleted	0559185
2/26/2024	Changed	0559503
2/27/2024	Deleted	0733387
2/27/2024	Added	0898121
2/27/2024	Deleted	0004230
2/27/2024	Added	0819157
2/28/2024	Added	0592929
2/28/2024	Added	0685993
2/28/2024	Deleted	0686158
2/28/2024	Added	0686157
2/28/2024	Added	0686033
2/28/2024	Added	0686002
2/27/2024	Deleted	0785082
2/26/2024	Deleted	0651432
2/27/2024	Deleted	0691544
2/29/2024	Added	0789467
2/26/2024	Changed	0764324
2/27/2024	Deleted	0670129
2/29/2024	Added	0778761
2/29/2024	Changed	0778761
2/27/2024	Added	0773627
2/27/2024	Changed	0773627
2/29/2024	Deleted	0773627
2/27/2024	Added	0733231
2/27/2024	Changed	0733231
2/27/2024	Deleted	0733231
2/27/2024	Changed	0616670
2/28/2024	Added	0896616
2/28/2024	Deleted	0745844
2/28/2024	Added	0734071
2/26/2024	Changed	0733343
2/26/2024	Changed	0772404
2/28/2024	Deleted	0772404
2/26/2024	Changed	0772401

2/28/2024	Deleted	0772401
2/26/2024	Changed	0773346
2/28/2024	Deleted	0773346
2/26/2024	Changed	0773332
2/28/2024	Deleted	0773332
2/26/2024	Changed	0769560
2/26/2024	Deleted	0564654
2/28/2024	Added	0564655
2/26/2024	Added	0609823
2/26/2024	Changed	0609823
2/28/2024	Deleted	0609823
2/27/2024	Deleted	0514167
2/28/2024	Added	0743720
2/28/2024	Deleted	0747228
2/28/2024	Added	0778179
2/28/2024	Changed	0778179
2/28/2024	Changed	0743910
2/28/2024	Added	0743913
2/28/2024	Changed	0743913
2/28/2024	Added	0743911
2/28/2024	Changed	0743911
2/28/2024	Price Override	0804514
2/28/2024	Added	0806205
2/28/2024	Added	0806207
2/28/2024	Added	0806206
2/28/2024	Added	0806208
2/29/2024	Deleted	0537512
2/27/2024	Deleted	0664791
2/27/2024	Deleted	0664471
2/29/2024	Added	0729727
2/29/2024	Added	0530079
2/29/2024	Deleted	0530079
2/29/2024	Added	0530281
2/29/2024	Added	0529654
2/29/2024	Deleted	0529654
2/27/2024	Added	0562534
2/26/2024	Deleted	0646364
2/28/2024	Deleted	0735953
2/27/2024	Added	0521688
2/27/2024	Added	0721316
2/26/2024	Changed	0620420
2/28/2024	Added	0780309
2/28/2024	Added	0779722
2/28/2024	Added	0781579
2/29/2024	Added	0683718
2/28/2024	Added	0755557
2/28/2024	Deleted	0779467

2/26/2024	Added	0796053
2/26/2024	Added	0780605
2/26/2024	Deleted	0664066
2/28/2024	Changed	0600350
2/26/2024	Deleted	0016857
2/26/2024	Added	0542439
2/28/2024	Deleted	0006095
2/28/2024	Added	0731255
2/26/2024	Deleted	0605356
2/26/2024	Added	0898313
2/26/2024	Changed	0898313
2/26/2024	Deleted	0620344
2/29/2024	Deleted	0605638
2/27/2024	Added	0806306
2/28/2024	Deleted	0065687
2/28/2024	Added	0509398
2/26/2024	Changed	0639675
3/4/2024	Added	0897454
3/4/2024	Deleted	0740391
2/29/2024	Changed	0732444
2/26/2024	Added	0802633
2/26/2024	Deleted	0582936
2/28/2024	Added	0819422
2/26/2024	Deleted	0612051
3/4/2024	Deleted	0647091
2/28/2024	Deleted	0739259
2/29/2024	Added	0635245
3/6/2024	Changed	0746688
2/29/2024	Deleted	0732958
2/29/2024	Added	0732963
2/29/2024	Added	0004361
2/27/2024	Changed	0730367
2/28/2024	Added	0756619
2/28/2024	Changed	0750438
2/28/2024	Changed	0750438
2/27/2024	Added	0019611
2/27/2024	Deleted	0019575
2/26/2024	Changed	0548004
2/26/2024	Added	0821438
2/26/2024	Deleted	0548009
2/26/2024	Deleted	0548013

By signing this form, I do hereby authorize the representing Pierc
any additions or changes that were not part of the original contra
change at the time this change is presented. I understand and aq

Customer Signature:

Sales Representative Signature:

Excelsior Fire District**1031 / 38450****3/6/2024 11:47:53 AM**

Description	Quantity
Air Inlet, w/Disconnect Coupling	1
Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1
Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1
Bezels, WIn, (2) M6 Chrome Pierce, For Mtg (3) WIn M6 Lts	1
Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
Bottle, Windshield Washer, Wiper Fluid Low LED Indicator & Message On Display	1
Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep	1
Cabinet, Rear Facing, LS, 23 W x 26 H x 24 D, Radius, Ext Acc, Sp Mtg, SFR/Enf	1
Cabinet, Rear Facing, LS, 23 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1
Cabinet, Rear Facing, RS, 22 W x 26 H x 22.75 D, Radius, Ext Acc, Sp Mtg,SFR/Enf	1
Cabinet, Rear Facing, RS, 22 W x 26 H x 26.75 D, 2" Web, Strap, Ext Acc, SFR/Enf	1
Chocks, Wheel, Worden HWG- SB, Super Gripper	1
Coating, UL-LX, Rub Rail on Sides, Black	1
Coating, UL-LX, Rub Rail on Sides, Black	1
Compressor, Air, Kussmaul 091-9 12V Brake System	1
Compt, Air Bottle, Triple, Fender Panel	-1
Compt, Air Pack Fender Panel	1
Compt, HSH, (1), Top of Body Compt, PUC	2
Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Web, SFR/Enf	1
Control, Warning Lt Intensity, WIn, Switch	1
Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1
Crowns, Front Fender, Rubber	1
Cutout, Access, in Hose Bed Divider, w/Location Feature	4
Cutout, Handhold, in Hose Bed Divider	4
Dash, Heavy Duty Metal, Enforcer	1
Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1
Emblem, American Flag, Waving, Gerber Vision, Pair	1
Emblem, Maltese Cross, Reflective, 15"-17", Pair	1
Emblem, Tasmanian Devil Logo, Pair	1
Emblem,"Honoring America's Bravest"w/ Helmet, Gerber Vision Pr.16" wide	1
Enclosure, Transverse, Lower Crosslay Module, Strap, PUC	1
Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Pumper, 3G	1
Fender Crowns, Rear, S/S UL-LX, W/Removable Fender Liner, Pumper, 3G	1
Fenders, S/S on cab, Extra Wide, UL-LX, Enf	1
Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1
Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1
Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
Handlts, (2) Streamlight, LiteBox, 12v, Orange	1

Handrail, 10", Below Cab Windshield, Pair	1
Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit	1
Handrails, 10", Below Cab Windshield, Hansen Knurled Alum, LED, Backlit, Pair	1
Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, PUC/HDRP	1
Headset, Firecom, FH-51 Over Head, Radio Transmit	2
Headset, Firecom, FH-52 Over Head, Intercom Only	3
Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
Hose Restraint, Bumper Tray, Vinyl Cover	1
Hose Restraint, Hose Bed, Vinyl, Top and Rear	1
Hose Restraint, Hose Bed, Web, Rear, Separate Top, Split 2-Sec, Seat Belt, CTube	1
HVAC, Standard-Duty, Enforcer, CARE	1
Install Customer Provided Handlight Charger(s)	5
Install Customer Provided, Portable Radio Charger(s)	-1
Ladder, 10' Duo-Safety Folding 585A	1
Ladder, 12' Duo-Safety Folding 585A	1
Ladder, 14' Duo-Safety 775A Roof	1
Ladder, 14' Duo-Safety 875-DR Roof	1
Lettering, Reflective 3" w/Gradient Outline & Shade, Each	18
Lettering, Reflective, 10.00", Each	4
Lettering, Reflective, 3.00", (61-80)	1
Lettering, Reflective, 3.00", (81-100)	1
Lettering, Reflective, 4.00", Each	12
Lettering, Reflective, 8.00", Each	26
Light Twr, CL KL409D-H4, Vision-X LEDs, 12 VDC, Cld, 4lts	1
Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1
Light, GTT, 794* LED Opticom Emitter, Remote Mounted on Cab Roof	1
Light, Traffic Directing, Wln TAM65 Split, 2-19.75" Long LED	1
Light, Visor, HiViz, FT-B-72-ML-*, Cnt Feature	1
Lightbar, Federal, Vision VSLR8S-NFPA2 LED	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRRWR ROptR RWRRR, 30 deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR RoptR RRWRR, 30 Deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR RoptR RRWRR, 30 Deg	1
Lightbar, Wln, Freedom IV-*, 2-21.5" 1-23", RRWRR RoptR RRWRR, 30 Deg	1
Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1
Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1
Lightbar, Wln, Freedom IV-*, 3-21.5", RRRWR RRRR RWRRR, 30 Deg, Lw Int	1
Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	-1
Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1
Lights, Front Zone, Wln 6RB* M6** M6** 6RB* LED, 4lts Q Bzl, Trm Fet	1
Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts	1
Lights, HiViz FT-GESM* LED 1st	2
Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1
Lights, HiViz FT-MB-2.15-*-, 17.5", 1st	1
Lights, HiViz FT-MB-2.15-*-, 17.5", 2nd	1

Lights, HiViz FT-MB-2.15-*-* , 17.5" , 2nd	1
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.5" LED, 1st	2
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.5" LED, 1st	2
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.50" LED, 2nd	2
Lights, HiViz FT-MB-2.15-*-* -CPREC 17.50" LED, 2nd	2
Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1
Lights, Rear Zn Lwr, WIn M6* , Colored Lens, For Tail Light Housing	1
Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing	1
Lights, Rear Zn Lwr, WIn M6V2* LED, For Tail Lt Housing	1
Lights, Rear Zn Lwr, WIn M6V2* LED, For Tail Lt Housing	1
Lights, Rear Zn Lwr, WIn M6V2* LED, For Tail Lt Housing	1
Lights, Rear/Side Up Zone, Fed QL64XF-* LED, 6 LED lights	1
Lights, Rear/Side Up Zone, WIn M6** LED 4lts	1
Lights, Side Zone Lower, WIn M6** , M6** , M6** , 6Lts	1
Lights, Side Zone Lower, WIn M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1
Lights, Side Zone Lower, WIn M6V2** Warning & Scene, Black Flange, 3pr,Ovr 25	1
Lights, Side, WIn M6** LED, Trm Fet 1st	2
Lights, Side, WIn M6V2** Trm Fet 1st	2
Lights, Side, WIn M6V2** Trm Fet 1st	-1
Lights, Side, WIn M6V2** Trm Fet 2nd	2
Lights, Side, WIn M6V2** Trm Fet 2nd	-1
Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	
Lights, WIn, M92SL* EZ Scene, 12 VDC, 1st	1
Lights, WIn, M92SL* EZ Scene, 12 VDC, 1st	2
Lights, WIn, M92SL* EZ Scene, 12 VDC, 2nd	1
Lights, WIn, M92SL* EZ Scene, 12 VDC, 2nd	2
Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1
Location, Light Tower Controller, Driver's Side Front Body Compartment	1
Location, Light Tower, Cargo Area	1
Location, TDL, Over Hose Bed, Cross Tube (Included), Recessed	1
Location, TDL, Surface Mounted on the Hatch Compartments	1
Location, TDL, Surface Mounted on the Hatch Compartments	1
Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1
Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1
Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1
Modify Ladder Storage Blister, End Point, Front of Ladder Storage	1
Mounting Brackets, Chocks, Worden Safety, Model U815T	1
Mounting, Little Giant Ladder, Upper Crosslay Module, Strap, PUC	1
Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1
Partition, Vertical Compt, Special Location	1
Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1
Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
Recess, Rear Vision Camera Into Lightstick Housing	1
Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/1.00" Gaps	1
Reflective Band, Special, Rose City	1

Scuffplates, S/S At Cab Door Jambs, 4-Door Cab, 2.00"	1
Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1
Shelf, Equipment Mounting, Aluminum, Lip	1
Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	2
Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
Shoreline, 20A 120V, Straight Blade, NEMA 5-20, Red Cover	1
Siren, Mechanical, Mounted Above Deckplate	1
Splash Guard, Vinyl, Crosslay Front, PUC	1
Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1
Steps, 4-Door Cab, Dual, 3.50" Larger Bottom Step, Saber FR/Enforcer	1
Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1
Storage, HSH, Hose Bed, Trough, Strap, PUC	2
Straps, Top of Hose Bed	1
Stripe, Reflective, Cab Doors Interior	1
Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior	1
Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, LS Overhead Sw Pnl, Mux	1
Sw, Siren Brake, Momentary Chrome Push Button, RS	1
Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	1
Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
Toolboard, Pac Trac, Installed on Compartment Wall, Back Wall Only	3
Tow Eyes, Chrome, Extd Out Front of Bumper, Tow Anchors, Fabricated Steel, Enf/SFR	1
Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
Tray, Slide-out, 2-Way, 300 Lbs, Utility, 3" Sides, Lower Crosslay Area, PUC	1
Trim, Round Alum Extrusion (Hose Bed Style), Top of Hose Tray, Each	2
Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1
Trough, Folding Ladder, Ladder Storage	1
Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1
Tubes, Alum, Pike Pole Storage	2
Valve, Ball Intake, TFT, AP Series	2
Water Level Gauge, WIn M4**, Black Flange, Grn-Blu-Amb-Red, Vert. Mnt.	2
Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	-3
Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	1
Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
Wiring, Spare, 15 A 12V DC, NFPA 2016 1st	-1
Wiring, Spare, 15 A 12VDC Power Point, Dual USB-C Batt Dir NFPA1900 1st	1
Wiring, Spare, 20 A 12V DC 1st	1
Wiring, Spare, 20 A 12V DC 2nd	1

the Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed. The dealer may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the dealer agrees that once this change request is signed, it becomes part of the original contract entered into between the

Ext Customer Price	Comments
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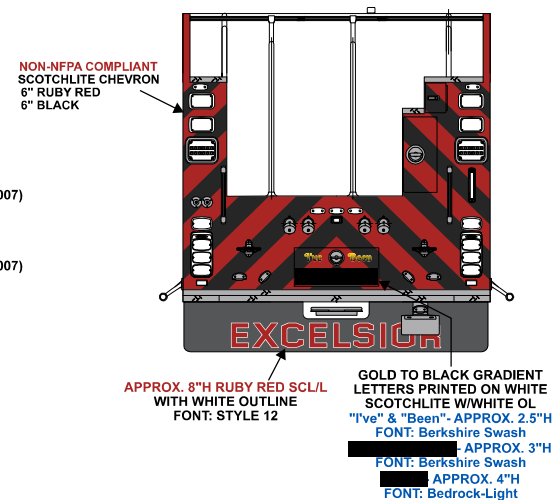
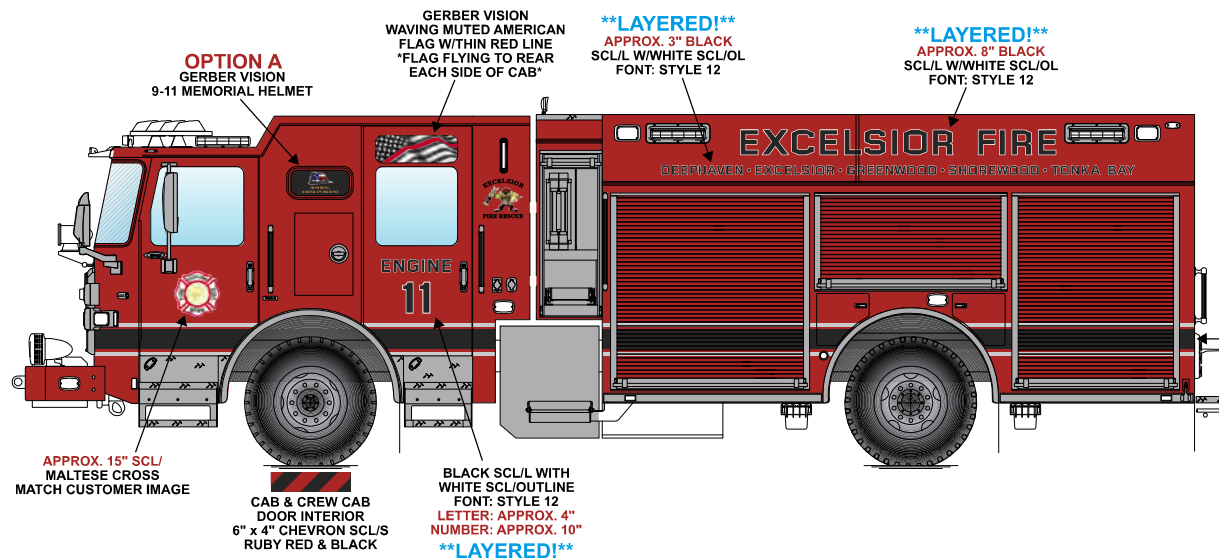
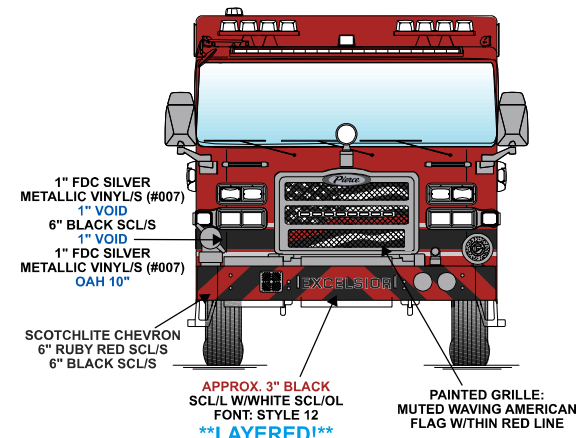
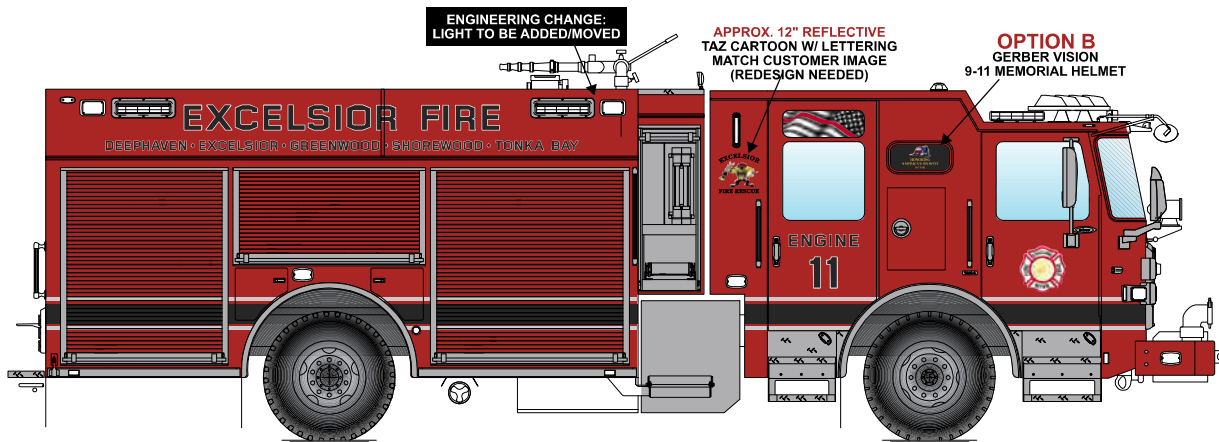
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(\$1,504.72)	
(\$143.61)	
\$186.40	
(\$484.53)	
\$815.50	
(\$264.44)	
(\$2,129.03)	
(\$3,155.05)	
\$3,485.64	
(\$3,231.00)	
\$3,470.71	
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\$480.76	
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\$426.42	
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\$182.78	
\$1,748.18	
\$335.84	
\$790.62	
\$1,215.19	
\$408.15	
\$577.45	
\$956.99	
(\$1,036.56)	
(\$1,562.30)	
\$25.58	
(\$630.91)	
\$1,262.20	
(\$392.75)	
\$2,226.29	
(\$921.94)	

(\$496.68)
\$972.37
\$559.88
\$882.61
\$607.45
\$1,455.56
\$2,183.34
(\$154.57)
\$166.22
\$202.43
(\$874.44)
\$1,855.11
\$1,017.73
(\$643.99)
(\$128.80)
(\$288.95)
\$400.48
(\$503.22)
\$1,289.72
\$211.85
\$190.88
(\$910.34)
\$1,519.24
\$303.85
\$1,046.58
(\$20,451.39)
(\$2,054.43)
(\$2,368.25)
\$3,329.69
\$231.94
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\$88.69
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(\$11,301.00)
\$9,301.03
\$88.69
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(\$215.68)
\$997.24
(\$2,393.44)
\$2,731.01
\$433.73
\$216.86
(\$1,827.72)
\$216.86

(\$1,827.72)
(\$287.45)
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(\$287.45)
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\$83.47
\$41.72
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\$448.75
(\$188.18)
(\$551.21)
(\$88.39)
\$427.61
\$25.58
\$501.66
\$439.67
\$879.35
\$240.80
\$1,008.54
(\$1,894.23)

\$1,136.51	
\$375.01	
(\$126.82)	
\$512.66	
(\$570.88)	
\$452.34	
\$237.67	
\$738.97	
(\$2,532.97)	
\$1,951.04	
\$302.25	
(\$1,378.73)	
(\$2,979.37)	
\$175.81	
(\$165.81)	
\$821.01	
\$123.67	
\$335.44	
(\$258.42)	
\$207.48	
\$3,743.16	
(\$2,784.80)	
\$2,527.72	
(\$687.15)	
(\$887.63)	
(\$1,823.24)	
\$500.56	
\$315.57	
(\$243.00)	
\$279.47	
\$471.17	
(\$432.53)	Excluded Feature Removed
\$3,955.20	
(\$1,775.38)	
(\$65.77)	
\$4,445.96	
(\$2,416.92)	
(\$105.59)	
\$258.64	
(\$115.57)	
(\$115.57)	
\$21,237.37	

sted on each change made. I understand and agree that
the Pierce authorized Dealer will notify you of such a
: authorized Pierce Dealer and the customer.



THIS IS FOR GRAPHICS REFERENCE ONLY

THIS IS NOT TO BE USED FOR ANY TYPE OF PAINT APPROVAL INFORMATION!!!
PLEASE REFER TO PICTURES ATTACHED TO PAINT OPTIONS FOR DETAILED PAINT BREAK DESIGN!!

CUSTOMER APPROVAL

APPROVED BY:

DATE:

JOB 38450
EXCELSIOR, MN

REVISION #3, DATED: 03/06/24

Curt Mackey

From: Nate Basinger
Sent: Wednesday, January 28, 2026 4:57 PM
To: Curt Mackey
Subject: Fw: EXTERNAL-Ridge Road Mailbox Damage

Mark's response to HOA president and myself Monday morning.

Nate Basinger

Assistant Chief

Excelsior Fire District
24100 Smithtown Road
Shorewood, MN 55331
Cell: 612-998-0638
Email: nbasinger@excelsiorfire.org

From: Marc Nevinski <mnevinski@ci.shorewood.mn.us>
Sent: Monday, December 15, 2025 10:47:49 AM
To: Gregory Swirtz [REDACTED] Nate Basinger <nbasinger@excelsiorfire.org>
Cc: Gregory Swirtz [REDACTED]
Subject: RE: EXTERNAL-Ridge Road Mailbox Damage

Good morning Greg and Nate

Greg - I left you a long voice mail earlier today but am following up with this email. I did speak with Nate about what had occurred with the truck and the mailboxes. Best to work directly through him and the Excelsior Fire Dept as the EFD is a distinct entity from the City. However, both the City and the EFD are insured through the League of Minnesota Cities. Nate can provide a claim form for you to file a claim for the repair of the mailboxes. Please let me know if there are any other questions.

Sincerely
Marc



MARC NEVINSKI
City Administrator

City Hall: 952.960.7900

5755 Country Club Road
Shorewood, MN 55331

Direct: 952.960.7905
mnevinski@shorewoodmn.gov

shorewoodmn.gov



From: Gregory Swirtz [REDACTED]
Sent: Monday, December 15, 2025 8:37 AM
To: Marc Nevinski <mnevinski@ci.shorewood.mn.us>; nbasinger@excelsiorfire.org
Cc: Gregory Swirtz [REDACTED]
Subject: EXTERNAL-Ridge Road Mailbox Damage

Hello Mark and Nate,

Mark I left you a voicemail earlier today and did speak w/ Nate. I manage Ridge Road for the last 26 years and will be the person who the city will be working with to resolve the issue. I would like to first say the guys from the fire department were top notch guys who helped me move the mailboxes and wood pieces off the road.

I would like to set up a call to discuss this matter in more detail and as to what steps need to be taken and who I will be working with at the city to resolve this matter.

Mark please update any contact information at the city regarding Ridge Road.

Thank you.

Greg Swirtz
[REDACTED]

South Lake Minnetonka Police Department

Crash Exchange



Officer: Hunter Buchanan

Date: 12/14/2025 0748 hrs

Case #: 25013197

Accident Location: Ridge Rd./Covington Rd.

Vehicle #1

Driver:	[REDACTED]	DOB:	[REDACTED]
		Phone Number:	[REDACTED]
Vehicle Plate/State/Year:	Fire/MN/	Year/Make/Model:	2003/PIRC/
Owner:		DOB:	
		Insurance Company:	League of Minnesota Insuranc
		Policy Number:	cmc1000829-8

State law does not require police officers to complete a report on every accident. If a police report is necessary, the Deputy or Officer will advise you at the scene. Please wait 5 business days after your accident and call us at our agency before coming in to ensure the report is complete. We hope that you find this accident packet helpful in documenting and dealing with your accident.

Apparatus Accident Report - 12/8/2025

From [REDACTED]

Date Sun 12/14/2025 10:27

To [REDACTED]

Cc [REDACTED]

Apparatus Accident Report:

December 14, 2025 approximately 7:30a

Ridge Rd at Covington

Driver: [REDACTED]

On 12/14 at 7:20 am we were dispatched to a residential fire alarm at [REDACTED]. The Duty Cres went into service with E21 and I, [REDACTED], was driving. Crew members included [REDACTED] and [REDACTED].

We approached the intersection of Ridge Rd from Covington (via Old Market Road). As we proceeded up the hill, E21 lost traction and started slipping back down. I backed slowly down the hill onto Covington, and proceeded along Covington to the turnaround at Carrie Ln and Radisson Rd. We were now driving toward Ridge Rd from the North.

As we approached the island at the intersection, I felt E21 start to slip to the Driver's side (downhill). I tried to correct back right but hadn't gotten far enough into the turn yet. We impacted the array of mailboxes on the Officer side, knocking the mailboxes off their mounts and doing damage to the engine at the pump panel. Water spilled out of the engine onto the road creating icy conditions.

We proceeded to the original incident at [REDACTED] and reported the accident to 5600 as they arrived. The officer took a copy of my license before we exited Ridge Rd into Chanhassen and began to loop back to the scene of the accident for pictures and clean up.

Before making it back to the scene of the accident, we were paged to a CPR in progress call and went into service to that call. Once that call was completed, we returned to Ridge Rd to take pictures. We met with Greg Swirtz [REDACTED] from the HOA and gave him my contact information. We did our best to return the mailboxes to a place where they were out of the way and still accessible by residents.

Shorewood Public Works was contacted by Chief 2 to request road salting on Ridge Rd.

-  [20251214_154433706_iOS.heic](#)
-  [20251214_151924409_iOS.heic](#)
-  [20251214_154439799_iOS.heic](#)
-  [20251214_151916514_iOS.heic](#)
-  [20251214_154428647_iOS.heic](#)

 | Excelsior Fire District | m: 



MACQUEEN™

MacQueen

14607 Felton Court Suite 109

Apple Valley, MN 55124

952-683-1054 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

Attention: NATE BASINGER

Branch 06 - APPLE VALLEY MN		
Date 02/02/2026	Time 13:43:42 (O)	Page 1
Account No EXCEL002	Phone No	Est No 04 004949
Ship Via	Purchase Order TBD	
Tax ID No		
		Salesperson 190

QUOTE EXPIRY DATE: 02/28/2026

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 01 *****

Stock #: C041164 PIERCE PUMPER MS #: 13417
Make: PI Model: ENFORCER
Is to have the following work done

E21 - RIGHT SIDE DAMAGE

ADDITIONAL DESCRIPTION:

RIGHT SIDE CAB:

MACQUEEN TO REMOVE THE FRONT BUMPER/DIAMOND PLATE GRAVEL
PAN, RIGHT FRONT FENDER CROWN, RIGHT SIDE GRAB HANDLES,
RIGHT SIDE EMERGENCY LIGHT. BODY SHOP TO REMOVE GRAPHIC ON
RIGHT FRONT CORNER AND REPAIR/BLEND PAINT UNDER THE STRIPE.
BODY SHOP TO REMOVE GRAPHICS ON RIGHT SIDE OF CAB AND
REPAIR/BLEND PAINT UNDER THE CHROME MOLDING BELOW THE
WINDOWS. MACQUEEN TO REINSTALL BUMPER, GRAVEL PAN AND
COMPONENTS ON BUMPER. INSTALL NEW FENDER CROWN W/ WELTING,
REINSTALL 900 SERIES STROBE W/ RED LENS, NEW GRAB HANDLE
STANCHION. INSTALL NEW CHROME MOLDING, INSTALL NEW
CORNER LIGHT HOUSING. REPLACE THE AMBER/RED SPLIT LENS ON DS
TO MATCH OTHER LENSES SINCE THAT STYLE IS OBSOLETE. INSTALL
NEW MISSING LUG NUT COVERS.

RIGHT FRONT BODY CORNER/PUMP PANEL

REMOVE DAMAGED WRENCH SET, BODY SHOP TO CUT THE
DAMAGED EDGE OF THE DIAMOND PLATE BODY PANEL FROM TOP TO
BOTTOM, INSTALL A NEW COVER ON THE PIVOT POINT OF THE
LADDER RACK, INSTALL A NEW WRENCH SET. INSTALL A NEW
STAINLESS STEEL PUMP PANEL W/ NEW TAGS/BEZELS AND ACCESS
DOORS. INSTALL A NEW SWITCH PANEL FOR THE LADDER RACK.
REPLACE DAMAGED CHROME LIGHT. REPLACE THE CAFS AIR GAUGE
INSIDE THE PUMP COMPARTMENT.

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Apple Valley, MN 55124

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Branch 06 - APPLE VALLEY MN		
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Tax ID No		
		Salesperson 190

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SERVICE ESTIMATE - NOT AN INVOICE

RS3 COMPARTMENT

REMOVE RUB RAIL, REMOVE DOOR SILL, REMOVE FORWARD DOOR,
REMOVE FORWARD HINGE. ASSEMBLE AND FIT NEW FORWARD DOOR W/
NEW HINGE, REPLACE HINGE ON LEFT DOOR. BODY SHOP TO
REPAIR/PREP/PAINT NEW FORWARD DOOR, BODY SHOP TO
REPAIR/PREP/PAINT EXISTING REARWARD DOOR AND DAMAGE AROUND
COMPARTMENT. INSTALL NEW HANDLE W/ GASKET, NEW RUB RAIL,
NEW AMBER REFLECTOR. FABRICATE AND INSTALL NEW STAINLESS
STEEL DOOR SILL.

RS2 COMPARTMENT

REMOVE FENDER CROWN, REMOVE DOOR SILL, REMOVE ELECTRICAL
COVER, REMOVE 3 STAINLESS STEEL HINGED DOORS, REMOVE RED
EMERGENCY LIGHT, D-RING HANDLE FROM FLIP UP DOOR. BODY SHOP
TO STRIP GRAPHICS, REPAIR/PREP/PAINT FLIP UP DOOR AND PAINT
RIGHT SIDE PANEL AROUND WHEEL WELL. RE-INSTALL STAINLESS
STEEL DOORS, INSTALL NEW FENDER CROWN. RE-INSTALL
ELECTRICAL COVER W/ NEW BEZEL/TAG. INSTALL NEW AMBER BUBBLE
LIGHT. INSTALL NEW D-RING HANDLE W/ GASKET. FABRICATE AND
INSTALL NEW STAINLESS STEEL DOOR SILL.

RS1 COMPARTMENT

REMOVE RED REFLECTOR, REMOVE RUB RAIL, REMOVE DOOR SILL,
REMOVE D-RING HANDLE. BODY SHOP TO PREP/REPAIR/PAINT THE
DOUBLE DOORS AND BODY PANEL AFTER THE COMPARTMENT. INSTALL
NEW RUB RAIL W/HARDWARE, NEW RED REFELCTOR, NEW D-RING
HANDLE W/ GASKET AND NEW HINGES. FABRICATE AND INSTALL NEW
STAINLESS STEEL DOOR SILL.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
2254019	FLOWMTR AIR CAF	1	3063.58	3063.58

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**MACQUEEN™**

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Apple Valley, MN 55124

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<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
1416139	LIGHT MRKR AMB	1	31.55	31.55
61-0043	REFLECTOR AMBER	1	38.89	38.89
61-0042	REFLECTOR RED H	1	40.09	40.09
943087	GASKET,RUBBER U	8	8.34	66.72
1117751	AY SNG WTR MFL	1	480.93	480.93
11-1456	FENDER CROWN,27	1	671.09	671.09
943110	WELTING FENDER	480	.64	307.20
82-1015-001	WASHER FENDER S	32	.09	2.88
82-2048-0100	SCREW,TAPPING,1	32	.18	5.76
46-6176	FENDER CROWN,28	1	774.33	774.33
1324181	LABEL,POWERED E	1	54.23	54.23
1091733-0014	BEZEL 1X2 BLACK	1	7.25	7.25
1116483-0003	TAG-O 120VAC,	1	2.26	2.26
1158514	COVER PLATE,ROU	1	94.18	94.18
KS34-P18-P09	STORZ WRCH SET	1	344.30	344.30
02-036B616-R0C	SER900 RED LENS	3	139.00	417.00
1091733-0001	BEZEL 1X2 RED	1	7.25	7.25
1091733-0003	BEZEL,1X2,ORANG	1	7.23	7.23
1098102-0003	TAG-O LG DIA DI	1	2.33	2.33
1105396-0003	TAG-O NO2 DISCH	1	2.26	2.26
940297	MOLDING SIDE CH	20	3.24	64.80
1003467	LIGHT STEP WELD	2	24.34	48.68
94-4041	GASKET,D-RING L	3	7.22	21.66
80-2251	LOCK D-HDL SS	3	71.02	213.06
52-0833	LATCH,SWELL,S/S	7	27.42	191.94
94-2049	CAP,CORNER,SS,2	2	7.71	15.42
942022-12000	TRIM,PUMP PANEL	3	85.51	256.53
81-0038	SPRING FUEL DOO	3	6.72	20.16
15-0003	HINGE FUEL DOOR	3	33.60	100.80
15-0002	DOOR BRITE S/S,	3	36.41	109.23
4060738	SEAL DOOR D SEC	100	1.54	154.00
1024023	DOOR,S/S,DBL,LO	1	35.13	35.13
1024074	DOOR,S/S,DBL,FR	1	45.71	45.71
80-3002	LATCH,LIFT&TURN	3	48.35	145.05

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24100 Smithtown Road
Shorewood MN 55331

Attention: NATE BASINGER

MacQueen

14607 Felton Court Suite 109

Apple Valley, MN 55124

952-683-1054 • 800-832-6417

Branch 06 - APPLE VALLEY MN		
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		Salesperson 190

QUOTE EXPIRY DATE: 02/28/2026

SERVICE ESTIMATE - NOT AN INVOICE

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
CSQ251216-000537	PS,UPPERPUMPPNL	1	825.03	825.03
52-0030	HINGE,ACCESS DR	4	14.66	58.64
52-0756	DOOR,ACCESS,PMP	1	42.56	42.56
15-7029-0024	HINGE,COMPT DOO	4	176.37	705.48
21-1128-0003	RUBRAIL,ALUM EX	1	314.46	314.46
21-1128-0004	RUBRAIL 46.50"	1	374.77	374.77
82-1013-007	WASHER FLAT .31	4	.05	.20
82-1059	WASHER FLAT NYL	4	.18	.72
82-2201	BOLT RUBRAIL .3	4	.41	1.64
82-3029-002	NUT LOCK NYLON	4	.09	.36
52-0057	GARNISH RNG 2.5	1	17.30	17.30
52-0077	GARNISH RING 6"	1	40.48	40.48
52-0125	GARNISH RING,4P	1	32.78	32.78
94-3046	BUMPER,RUBBER,C	2	1.86	3.72
44-8810	COVER,LUG,CHROM	3	9.21	27.63
80-0024	STANCHION END S	1	31.78	31.78
94-4043	GASKET STANCHIO	1	1.04	1.04
15-1532	BRACKET,DOOR HO	1	30.81	30.81
15-6904-0011	DOOR PAN,LOCK	1	411.34	411.34
15-6906-0011	DOOR SKIN,LCK	1	374.84	374.84
15-7637-0024	DOOR STIFFENER-	1	38.62	38.62
FRT	FREIGHT	1	2500.00	2500.00
161000572SQF	20GA,MIRROR,ALU	20	16.58	331.60
SUBLETL	BODYWRK/PAINT	1	31751.00	31751.00

MISCELLANEOUS CHARGES:	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	SHOP SUPPLIES		

Parts: 14009.28
Labor: 20525.00
Sublet: 31751.00
Miscellaneous: 300.00
Subtotal: 66585.28

Authorization: _____

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MACQUEEN™

MacQueen

14607 Felton Court Suite 109

Apple Valley, MN 55124

952-683-1054 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: EXCELSIOR FIRE DISTRICT
24100 Smithtown Road
Shorewood MN 55331

Attention: NATE BASINGER

Branch 06 - APPLE VALLEY MN		
Date 02/02/2026	Time 13:43:42 (O)	Page 5
Account No EXCEL002	Phone No	Est No 04 004949
Ship Via	Purchase Order TBD	
Tax ID No		
		Salesperson 190

QUOTE EXPIRY DATE: 02/28/2026

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 02 *****

E21 - PLUMBING/MISC WORK (TO GET TRUCK IN SERVICE)

ADDITIONAL DESCRIPTION:

REPLACED THE MANIFOLD, REINSTALLED THE VALVES AND REPLACED
THE VIC CLAMP FLANGE FOR THE REAR DISCHARGE VALVE. TESTED,
FOUND THE #2 DISCHARGE LEAKING AT THE FLANGE, THE FLANGE
SEAL HOUSING IS DAMAGED FROM THE CRASH. REPLACED THE FLANGE
SEAL HOUSING.

STRAIGHTENED THE DAMAGED PUMP PANEL AND REINSTALLED.
STRAIGHTENED THE ACCESS DOORS ON THE PUMP PANEL AND
INSTALLED. MADE A TEMPORARY SWITCH PANEL FOR THE LADDER
RACK AND LABELED THE SWITCHES. ALSO LABELED THE TWO
DISCHARGES. INSTALLED THE #2 DISCHARGE VALVE AND FOUND IT
WOULD NOT ACTUATE. REMOVED THE VALVE AND FOUND THE BALL IS
SEIZED AND NEEDS TO BE REBUILT. REBUILT THE VALVE, ADJUSTED
THE PULL HANDLE, AND TESTED GOOD. INSTALLED NEW SWITCHES IN
THE CAB LIFT PANEL. REPLACED THE PUMP PANEL LIGHT.

PUMP DRAIN IS LEAKING, REMOVED THE DRAIN, TRANSFERED THE
FITTINGS. INSTALLED THE DRAIN VALVE AND TESTED. FOUND ONE OF
ELBOW FITTINGS CRACKED WHEN IT WAS REMOVED. REPLACED
CRACKED FITTING WITH AN ELBOW. RAN THE PUMP AND TESTED GOOD.

INSTALL A TEMPORARY AMBER STROBE LIGHT ON THE CAB, INSTALL
A DOOR HANDLE IN THE OFFICER CREW CAB DOOR.

THE WORK ON THIS SEGMENT WAS DONE IN ORDER TO PUT TRUCK IN
SERVICE UNTIL THE BODY PORTION CAN BE DONE. WE WILL BE
BILLING OUT THIS WORK PRIOR TO THE BODY PORTION.

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Branch 06 - APPLE VALLEY MN		
Date 02/02/2026	Time 13:43:42 (O)	Page 6
Account No EXCEL002	Phone No	Est No 04 004949
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		Salesperson 190

QUOTE EXPIRY DATE: 02/28/2026

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
AKRON V3-S 2.5" VALVE GROOVE	2.5" VALVE ADAP	1	285.00	285.00
K 464	SEAL KIT 2.5"	1	213.00	213.00
K 472	SEAL KIT 3.5" W	1	348.00	348.00
W 3740-4	O-RING 2-1/2 X	1	1.04	1.04
W 3744-4	O-RING 2-3/4 X	1	.98	.98
W 3754-4	O-RING 3-3/8 X	1	1.30	1.30
W 3756-4	O-RING 3-1/2 X	4	1.04	4.16
1277730	HANDLE, PADDLE, N	1	187.15	187.15
2654435	BOOT TOGGLE SW	1	1.85	1.85
2665052-0004	SWITCH TOG MOM	1	62.29	62.29
51195	GASKET CM68 (SI	1	2.08	2.08
52-0779	LATCH SWELL BLK	3	31.60	94.80
5723T81	2.5" VIC CLAMP	1	134.77	134.77
61-1527-0034	FLANGE, NOT SUP	1	29.45	29.45
61-7104	LIGHT STEP LED	1	18.75	18.75
61153	2.5" VALVE BALL	1	316.00	316.00
6443K62	U-JOINT, STEEL	1	309.78	309.78
70601	RETAINER VALVE	1	246.00	246.00
71648	BALL 3.5" VALVE	1	565.00	565.00
80-2295	GASKET, PADDLE H	1	7.67	7.67
80-9197	CLIP ROD NYLON	1	1.50	1.50
81388-7	FITTING DISCHAR	1	1190.00	1190.00
900 SERIES STROBE	7X9 900 SERIES	1	146.79	146.79
FRT	FREIGHT	1	290.98	290.98
2461863	VALVE DRAIN MST	1	481.27	481.27

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES		

Authorization: _____

Parts: 4939.61
Labor: 16575.00
Miscellaneous: 300.00
Subtotal: 21814.61

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Branch 06 - APPLE VALLEY MN		
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Account No EXCEL002	Phone No	Est No 04 004949
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Tax ID No		
		Salesperson 190

QUOTE EXPIRY DATE: 02/28/2026

SERVICE ESTIMATE - NOT AN INVOICE

Parts: 18948.89
Labor: 37100.00
Sublet: 31751.00
Miscellaneous: 600.00
TOTAL: 88399.89

CUSTOMER TO HAVE GRAPHICS DONE LOCALLY.



Excelsior Fire District
Proudly serving the Communities of:
Deephaven-Excelsior-Greenwood-Shorewood Tonka Bay
24100 Smithtown Road
Shorewood, MN. 55331

February 3, 2026

Dear Members of the Excelsior Fire District Board,

I would like to take this opportunity to formally highlight several key accomplishments that reflect our continued commitment to safety, excellence, and service to our community.

Over the previous 5-year period, we have provided the highest level of service while successfully maintaining the paid-on-call model. This included the full implementation of duty crews that are consistently and fully staffed, always ensuring reliable response capability and operational readiness.

We have also made meaningful progress in fleet maintenance and operational efficiencies. Through proactive planning and responsible resource management, we have strengthened fleet reliability while maximizing efficiency and extending the service life of our apparatus and equipment.

Equally important has been our focus on morale and culture. Our efforts have been centered on developing the safest, smartest, and most confident firefighters possible. By prioritizing training, accountability, and teamwork, we have fostered an environment where members feel supported, capable, and proud of the work they do.

Finally, we have remained thoughtful and intentional in aligning our work with MnFire service initiatives, including a strong emphasis on mental health awareness, cardiac health, and cancer prevention. These priorities reflect our commitment not only to operational excellence, but also to the long-term health and well-being of our members.

Thank you for your continued support and leadership. These accomplishments would not be possible without the guidance and trust of the Board, and we remain committed to building on this progress in service to our community.

Respectfully,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 952-210-6718

Email: cmackey@excelsiorfire.org

Letter to the board on review

From: Curt Mackey (cmackey@excelsiorfire.org)

To: msoldo@soldoconsulting.com

Date: Thursday, February 12, 2026 at 12:57 PM CST

Ms. Soldo,

Please find an attached letter to the board regarding [REDACTED]

Thank you for the hard work and good discussion on this matter.

Have a great day,

Curt Mackey, Fire Chief

Excelsior Fire District

24100 Smithtown Road

Shorewood, MN 55331

Office: 952-960-1650

Fax: 952-960-1690

Cell: 612-695-3254

Email: cmackey@excelsiorfire.org

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Letter to the Fire Board review.pdf
175.1 kB



February 12, 2026

Dear Members of the Excelsior Fire District Board,

I am writing this letter to sincerely acknowledge my actions and the impact they have had. I want to take full responsibility without making excuses.

I recognize that my behavior has not reflected the standards expected of me. Specifically, I understand the seriousness of the concerns regarding discriminatory behavior. That does not align with who I want to be or the culture we are trying to build, and I deeply regret any harm or division it may have caused.

I also acknowledge the issues surrounding cost overruns and tardiness of reporting them. I am not new to this role, and I should have known better. My experience means I should be setting the example, not falling short of expectations. There is no justification for not managing time and resources appropriately.

[REDACTED] Regardless of intent, it was inappropriate and unprofessional. I understand how that reflects on my commitment and integrity.

[REDACTED] If there has been no movement in my position, that is a direct reflection of areas where I need to grow. Holding a dual role requires a higher level of responsibility, communication, and leadership than I have consistently demonstrated.

Most importantly, I understand that trust has been impacted. Trust is earned through consistent actions, not words. I am committed to being open to learning, accepting coaching, and making the necessary changes to rebuild that trust. I welcome accountability to demonstrate measurable improvement.

This will not happen again. I am taking this seriously and am committed to being better — in my behavior, my professionalism, my leadership, and my decision-making. I value this organization and the people in it, and I am determined to prove through my actions that I can meet the standards expected of me.

Respectfully,

Curt Mackey, Fire Chief