



**City Council – Meeting Agenda  
December 16, 2021 – 7:00 P.M. – Foley Fire Department**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
  
4. Presentation & Discussion on 2022-2024 Fire Contracts
  - City of Foley Approval of Fire Contracts
  
5. Other Business
  
6. Adjourn



# Foley Fire Department

81 Norman Avenue South • P.O. Box 709 • Foley, MN 56329 • 320-968-7260

November 18, 2021

Re: Township Fire Protection Contract

Attention: Township Officials

The current fire protection contract between your Township and the City of Foley will expire on December 31, 2021. Enclosed is a copy of a three-year renewal contract to take effect on January 1, 2022.

The annual charge is based on the estimated market value for your township; furthermore, the City of Foley is proposing no change from the 2021 percentage rate for the entirety of the 2022-2024 contract. However, the estimated market valuation for your township will vary from year-to-year causing adjustments to the annual charge.

In addition to annual contract percentages remaining the same, changes for individual services will also remain the same. Medical calls will still be \$150. Medical call invoices will be sent once to the homeowner/victim before being turned over to the township for payment. Fire and Rescue calls are charged \$300 for the first hour and \$250 for each hour following. Calls that are cancelled 3 or more minutes after the trucks have left the station will be billed to the township.

A meeting with your Board Members and Foley City Council is scheduled for Thursday, December 16<sup>th</sup>, 2021, at 7:00 P.M., at the Foley Fire Department Hall. The meeting is an opportunity for the Fire Department to address any questions or concerns you may have and explain the operation of the Fire Department. A tour of the Fire Hall and equipment will also be offered.

For the 2022 tax year your townships *preliminary* contract calculation is attached. In February, when actual estimated market values are available, a bill statement will be mailed for the amount owed in 2022. Upon acceptance, please sign the contract and return it to Foley City Hall before the end of the year. When all signatures are attained, a signed copy will be mailed for your files.

Sincerely,

Mark Pappenfus  
Fire Chief

## 2022 PRELIMINARY Contract Calculation

Township	Real Estate and Personal Property Est Mkt. Value	Mobile Home Est Mkt. Value	Tax Exempt Est Mkt. Value	Total Valuation	Percent of Valuation	2022 Rate	2022 PRELIM Contract Amount
Alberta	\$115,073,400.00	\$218,600.00		\$115,292,000.00	100%	0.0225%	\$25,941.00
Gilmanton	\$139,194,600.00	\$98,200.00		\$139,292,800.00	100%	0.0225%	\$31,341.00
Glendonada	\$121,633,600.00	\$64,400.00		\$121,698,000.00	100%	0.0225%	\$27,382.00
Granite Ledge	\$104,570,800.00	\$75,600.00		\$104,646,400.00	67%	0.0225%	\$15,775.00
Lakin	\$65,317,200.00	\$18,684.00	\$256,530.00	\$65,592,414.00	100%	0.0225%	\$14,758.00
Mayhew Lake	\$145,959,400.00	\$95,300.00		\$146,054,700.00	34%	0.0225%	\$11,173.00
Maywood	\$134,138,000.00	\$122,400.00		\$134,260,400.00	100%	0.0225%	\$30,209.00
Morrill	\$79,823,772.00	\$26,840.00	\$908,412.00	\$80,759,024.00	67%	0.0225%	\$12,174.00
St. George	\$179,351,300.00	\$3,800.00		\$179,355,100.00	100%	0.0225%	\$40,355.00
City of Gilman	\$20,951,800.00	\$0.00		\$20,951,800.00	100%	0.0325%	\$6,809.00
City of Foley	\$236,721,000.00	\$419,100.00		\$237,140,100.00	100%	0.0325%	\$77,071.00
Values based on 2021 estimated market values.							\$215,917.00

<sup>1</sup> when not listed, tax exempt included with real estate & personal property  
 \*Granite Ledge receives 67% coverage of township.  
 \*\*Mayhew Lake receives 34% coverage of township.  
 \*\*\*Morrill Township receives 67% coverage of township.

Article III. The City Further agrees:

- A. To keep and maintain in good order the necessary apparatus and equipment for medical service, fire service, and fire protection within the Town area covered by this contract;
- B. To furnish not less than six (6) firefighters on each fire run;
- C. To furnish not less than three (3) firefighters on each medical/first response run;
- D. To make no claim against the Town for damage to the property of the City or for personal injuries to its firefighters while enroute to, serving at, or returning from fires within the Town area covered by this contract.

Article IV. The Town agrees:

- A. To pay to the City annually the sum equal to .0225% of its 2021 estimated market value for the 2022 contract, .0225% of its 2022 estimated market value for the 2023 contract, and .0225% of its 2023 estimated market value for the 2024 contract. Each annual payment shall be made on or before June 30th of each year during the term of this contract. The amounts paid under this provision shall be used by the City to maintain, replace, and buy additional fire equipment.
- B. The Town further agrees to pay to the City for each fire call or run to the Town area covered by this contract the sum of Three Hundred (\$300.00) Dollars for the first hour or fraction thereof, and in addition the sum of Two Hundred Fifty (\$250.00) Dollars for each additional hour or fraction thereof. Fire calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- C. The Town further agrees to pay to the City for each medical/first response call or run to the Town area covered by this contract the sum of One Hundred (\$150.00). Medical/first response calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- D. If any additional outside resources (such as trackhoe, backhoe, etc.) are requested by the officer in charge and deemed necessary to extinguish the fire in a safe and timely manner, payment of these resources shall be the responsibility of the property owner. If the charges are left unpaid for 60 days, the township will assume responsibility of the unpaid bill(s) and may seek reimbursement through property tax certification.
- E. Invoicing for fire calls will be sent directly to the Town for payment. Invoices for medical/first responder calls will be sent once to the homeowner/victim before being turned over to the Town for payment. All cancelled calls will be sent directly to the Town.
- F. The Town agrees to make a Town fire protection levy or otherwise to provide for funds each year in an amount sufficient to pay to the City the compensation above agreed upon.

Article V. The City hereby agrees to accept the sums above enumerated in full payment for the use of its personnel, equipment, cost of new equipment, compensation of firefighters, and premiums on insurance, if any, purchased by the City to indemnify itself for the loss of or damage to any fire fighting equipment while furnishing fire protection within the Town area covered by this contract.

This contract shall be in effect from and after the 1st day of January, 2022, for a term of three years from that date.

Contracts can only be terminated at the end of the year on December 31<sup>st</sup> providing either of the parties submit a written intent to terminate notice by November 1<sup>st</sup> prior to the end of that year.

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The City of Foley, Minnesota

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator

Approved by the Town Board this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Town of Alberta of Benton County, Minnesota

By \_\_\_\_\_  
Chairman of the Town Board

Attest:

\_\_\_\_\_  
Clerk