



**City Council – Meeting Agenda**

**October 29, 2024 – 7:00 P.M.**

**Meeting Location: 81 Norman Ave S (Foley Fire Hall)**

**Topic: 2025-2027 Township/City Fire Protection Contracts**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Discussion on 2025-2027 Fire Contract Renewals.
5. Other Business
6. Adjourn

## 2025 PRELIMINARY Contract Calculations

Township	Real Estate and Personal Property Est. Mkt. Value	Mobile Home Est. Mkt. Value	Tax Exempt Est. Mkt. Value	Total Valuation	Percent of Valuation	2025 Rate	2025 PRELIM Contract Amount
Alberta	\$157,861,900.00	\$77,900.00		\$157,939,800.00	100%	0.0225%	\$35,536.00
Gilman	\$200,457,100.00	\$129,000.00		\$200,586,100.00	100%	0.0225%	\$45,132.00
Glendora	\$178,419,900.00	\$139,700.00		\$178,559,600.00	100%	0.0225%	\$40,176.00
Granite Ledge	\$157,822,200.00	\$49,200.00		\$157,871,400.00	67%	0.0225%	\$23,799.00
Lakin	\$110,283,500.00	\$17,500.00	\$448,100.00	\$110,749,100.00	100%	0.0225%	\$24,919.00
Mayhew Lake	\$216,677,000.00	\$57,200.00		\$216,734,200.00	34%	0.0225%	\$16,580.00
Maywood	\$175,990,700.00	\$133,400.00		\$176,124,100.00	100%	0.0225%	\$39,628.00
Morrill	\$119,043,400.00	\$25,000.00	\$1,249,500.00	\$120,317,900.00	67%	0.0225%	\$18,138.00
St. George	\$271,518,700.00	\$10,200.00		\$271,528,900.00	100%	0.0225%	\$61,094.00
City of Gilman	\$33,718,600.00	\$0.00		\$33,718,600.00	100%	0.0325%	\$10,959.00
City of Foley	\$328,119,700.00	\$546,500.00		\$328,666,200.00	100%	0.0325%	\$106,817.00
<i>Values based on 2024 estimated market values.</i>							<b>\$315,961.00</b>

## FIRE PROTECTION CONTRACT

BY THIS CONTRACT, the City of Foley, Minnesota, and the Township of Alberta, County of Benton, Minnesota, hereinafter respectively to as the City and the Town, agree with each other as indicated by the following articles:

Article I. This agreement covers the following geographic area:

### All of Alberta Township

Article II. The City agrees to furnish fire service and fire protection, to all property within the Town area covered by this contract, for the compensation and on the conditions hereinafter set forth, and the City further agrees that a reasonable effort will be made by its fire department to attend all fires within the Town area covered by this contract, whenever it is notified of such fire, subject to the following conditions:

- A. Two or more fire calls received from the Town officers or from property owners, within the area covered by fire protection contracts or mutual aid contracts, shall be answered in the order of their receipt unless the fire chief or other officer in charge of the fire department at the time otherwise directs.
- B. Road and weather conditions must be such that the fire run can be made with reasonable safety to the firefighters and equipment of the City. The decision of the fire chief or other officer in charge of the fire department at the time that the fire run cannot be made with reasonable safety to firefighters and equipment shall be final.
- C. The City shall not be liable to the Town for loss or damage of any kind whatever resulting from any failure to furnish, or any delay to furnishing, firemen or fire equipment, or from failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officer, agents, or other employees of the City or its fire department, or otherwise. The Town hereby agrees that in the event claim is brought by any individual property owner against the City of Foley or the Foley Fire Department, for any damage actually or alleged to have suffered by the said property owner, whether or not there is any basis in the law or fact for such claim, to reimburse said City or fire department, be it in the form of costs and disbursements, judgments, settlement costs or attorneys' fees.
- D. In responding to fire calls within the Town area covered by this contract the fire chief or other officer in charge of the fire department at the time shall dispatch only such personnel and equipment as in their opinion can be safely spared from the City. In case an emergency arises within the City, while equipment and personnel of the fire department are engaged in fighting a fire within the Town area covered by this contract, the fire chief or other officer in charge of the fire department may, in their discretion, recall to

the City such equipment and personnel as they may, in their opinion, consider necessary to meet the emergency.

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 2024 estimated market value for the 2025 contract, .0225% of its 2025 estimated market value for the 2026 contract, and .0225% of its 2026 estimated market value for the 2027 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 each 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, 2025, 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

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