

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: March 12, 2014

Via: Roxy Traxler, Interim County Administrator

From: Kirk Peysar, County Auditor

Title of Item:

Unorganized Town Fire Protection Contract with the City of Hill City

Requested Meeting Date: March 25 Estimated Presentation Time: n/a

Presenter: n/a

Type of Action Requested (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion with possible action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: 04-422.5001
- Expenditure line account # for this item is: 04-422-6801

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.

Kirk Peysar
Aitkin County Auditor
209 Second Street Northwest Room 202
Aitkin, Minnesota 56431
218.927.7354

March 12, 2014

To: Board of Commissioners

From: Kirk Peysar, County Auditor 

Re: 2015 Fire Protection contract with the City of Hill City

The City of Hill City has submitted a renewal contract to provide fire protection to the 3 neighboring unorganized townships. The allocation of fire protection costs are as follows: 52-25 \$1,858.03; 52-27 \$2,440.94, and 51-27 \$965.45.

Request to authorize signatures to the 2015 Fire Protection contract with the City of Hill City for the unorganized townships.

AGREEMENT FOR FIRE SERVICE

This Agreement, made and entered into this ____ day of _____, 20____, between the City of Hill City Fire Department, hereinafter called the City of Hill City and the township of 52-25 (Quadua), hereinafter called the "Town".

1. The City of Hill City agrees to furnish fire protection to all properties within the Town for this contract and under the conditions herein provided.
2. In providing said fire protection service, the City of Hill City agrees as follows:
 - A. To make reasonable efforts to respond to all fire calls in the Town.
 - B. To provide and keep in good operating condition fire fighting equipment adequate to provide such fire protection service.
 - C. It is contemplated that the City of Hill City will provide similar fire protection service in several towns in Aitkin and Itasca County. If two or more calls are received, the City will answer them in the order in which they are received.
 - D. Road and weather conditions must be such that the fire call can be made with reasonable safety to the firemen and equipment. The decision of the City, whether the fire run can be made with reasonable safety to the firemen and equipment, shall be final.
 - E. The City shall not be liable to the Town for the loss or damage of any kind whatever resulting from any failure to furnish or any delay in furnishing firemen or fire equipment, or from any failure to prevent, control, or extinguish fire whether such loss or damage is caused by the negligence of the employees of the City or otherwise.
3. For the services contracted, the Town shall pay into the City Fire Account its fair share annually. The City shall pay into the City Fire Account its fair share annually. The City shall annually determine the fair share cost of fire service, and notify the Township of that amount before its annual meeting. Your fair share cost of fire service for this service contract is \$ 1,858.03 Payments can be made at the discretion of the Town as long as the total fair share amount is paid each year.
4. The Town shall annually, during the term of this contract, make a tax levy which has been authorized by the town electors for the purpose of providing their fair share of the costs of operating this fire protection service. This levy shall be

reviewed each year and any changes made as certified by the City, who shall file a detailed budget account of the costs of providing such service.

5. This contract shall run from its date for a term on one (1) year, unless earlier terminated by written notice of either party given by mail three (3) months prior to any anniversary date of this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

this _____ day of _____.

CITY OF HILL CITY.

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

this ____ day of _____, 20____.

TOWN OF _____

By: _____
Chairman of Town Board

ATTEST:

Town Clerk

AGREEMENT FOR FIRE SERVICE

This Agreement, made and entered into this _____ day of _____, 20____, between the City of Hill City Fire Department, hereinafter called the City of Hill City and the township of 52-27 (SL), hereinafter called the "Town".

1. The City of Hill City agrees to furnish fire protection to all properties within the Town for this contract and under the conditions herein provided.
2. In providing said fire protection service, the City of Hill City agrees as follows:
 - A. To make reasonable efforts to respond to all fire calls in the Town.
 - B. To provide and keep in good operating condition fire fighting equipment adequate to provide such fire protection service.
 - C. It is contemplated that the City of Hill City will provide similar fire protection service in several towns in Aitkin and Itasca County. If two or more calls are received, the City will answer them in the order in which they are received.
 - D. Road and weather conditions must be such that the fire call can be made with reasonable safety to the firemen and equipment. The decision of the City, whether the fire run can be made with reasonable safety to the firemen and equipment, shall be final.
 - E. The City shall not be liable to the Town for the loss or damage of any kind whatever resulting from any failure to furnish or any delay in furnishing firemen or fire equipment, or from any failure to prevent, control, or extinguish fire whether such loss or damage is caused by the negligence of the employees of the City or otherwise.
3. For the services contracted, the Town shall pay into the City Fire Account its fair share annually. The City shall pay into the City Fire Account its fair share annually. The City shall annually determine the fair share cost of fire service, and notify the Township of that amount before its annual meeting. Your fair share cost of fire service for this service contract is \$ 2,440.94. Payments can be made at the discretion of the Town as long as the total fair share amount is paid each year.
4. The Town shall annually, during the term of this contract, make a tax levy which has been authorized by the town electors for the purpose of providing their fair share of the costs of operating this fire protection service. This levy shall be

reviewed each year and any changes made as certified by the City, who shall file a detailed budget account of the costs of providing such service.

5. This contract shall run from its date for a term on one (1) year, unless earlier terminated by written notice of either party given by mail three (3) months prior to any anniversary date of this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

this _____ day of _____.

CITY OF HILL CITY

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

this ____ day of _____, 20____.

TOWN OF _____

By: _____
Chairman of Town Board

ATTEST:

Town Clerk

AGREEMENT FOR FIRE SERVICE

This Agreement, made and entered into this _____ day of _____, 20____, between the City of Hill City Fire Department, hereinafter called the City of Hill City and the township of 51-27 (DeMay), hereinafter called the "Town".

1. The City of Hill City agrees to furnish fire protection to all properties within the Town for this contract and under the conditions herein provided.
2. In providing said fire protection service, the City of Hill City agrees as follows:
 - A. To make reasonable efforts to respond to all fire calls in the Town.
 - B. To provide and keep in good operating condition fire fighting equipment adequate to provide such fire protection service.
 - C. It is contemplated that the City of Hill City will provide similar fire protection service in several towns in Aitkin and Itasca County. If two or more calls are received, the City will answer them in the order in which they are received.
 - D. Road and weather conditions must be such that the fire call can be made with reasonable safety to the firemen and equipment. The decision of the City, whether the fire run can be made with reasonable safety to the firemen and equipment, shall be final.
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3. For the services contracted, the Town shall pay into the City Fire Account its fair share annually. The City shall pay into the City Fire Account its fair share annually. The City shall annually determine the fair share cost of fire service, and notify the Township of that amount before its annual meeting. Your fair share cost of fire service for this service contract is \$ 965,45 . Payments can be made at the discretion of the Town as long as the total fair share amount is paid each year.
4. The Town shall annually, during the term of this contract, make a tax levy which has been authorized by the town electors for the purpose of providing their fair share of the costs of operating this fire protection service. This levy shall be

reviewed each year and any changes made as certified by the City, who shall file a detailed budget account of the costs of providing such service.

5. This contract shall run from its date for a term on one (1) year, unless earlier terminated by written notice of either party given by mail three (3) months prior to any anniversary date of this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

this _____ day of _____.

CITY OF HILL CITY

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

this _____ day of _____, 20_____.

TOWN OF _____

By: _____
Chairman of Town Board

ATTEST:

Town Clerk

	POPULATION	2011	2012	2013	3 YR AVE	TAX	TC %	POP+CALLS+TC/3
	POPULATION %	CALLS	CALLS	CALLS	CALLS %	CAPACITY		
HILL CITY	633	3	6	6	35.71%	\$290,559	15.56%	28.65%
HILL LAKE	430	4	1	3	19.05%	\$514,166	27.53%	23.38%
MACVILLE	206	0	5	5	23.81%	\$164,029	8.78%	14.62%
SPANG	264	0	2	0	4.76%	\$377,290	20.21%	13.14%
WILDWOOD	193	0	3	0	7.14%	\$316,110	16.93%	11.55%
52-25 (QUADNA)	50	0	1	0	2.38%	\$75,724	4.06%	3.06%
52-27 (SL)	25	0	2	1	7.14%	\$66,038	3.54%	4.02%
51-27 (LEMAY)	25	0	0	0	0%	\$63,256	3.39%	1.59%
TOTALS	1826	7	20	15	100%	\$1,867,172	100%	100%

\$60,720

AMOUNT OWED FOR 2014

HILL CITY	\$17,396.28
HILL LAKE	\$14,196.34
MACVILLE	\$8,877.26
SPANG	\$7,978.61
WILDWOOD	\$7,013.16
52-25 (QUADNA)	\$1,858.03
52-27 (SL)	\$2,440.94
51-27 (LEMAY)	\$965.45
TOTALS	\$60,726.07

Shovel Lake