

## Board of County Commissioners Agenda Request

20 Agenda Item #

Requested Meeting Date: February 25, 2025

Title of Item: Fire Protection Contract - City of McGregor **Action Requested: Direction Requested** REGULAR AGENDA Approve/Deny Motion Discussion Item **CONSENT AGENDA** Adopt Resolution (attach draft) Information Only Hold Public Hearing \*provide copy of hearing notice that was published **Department:** Submitted by: Kathleen Ryan, County Auditor Auditor Presenter (Name and Title): **Estimated Time Needed:** Kathleen Ryan, County Auditor **Summary of Issue:** Approve and authorize signatures to the Fire Protection Contract for the Unorganized Town of 47-24 (Davidson) with McGregor Fire Department. **Alternatives, Options, Effects on Others/Comments:** Recommended Action/Motion: Approve and authorize Board Chair signature to the contract with McGregor Fire Department. **Financial Impact:** No Is there a cost associated with this request? What is the total cost, with tax and shipping? \$ 2069.10 Is this budgeted? No Please Explain:



February 13, 2025

Town Board members and residents,

Enclosed please find your invoice for 2024 fire protection services based on the fair share levy amounts obtained from the Aitkin County Auditor, Kathleen Ryan. The below are the amounts we were given:

Amount due in 2025 (for 2024 service) for Davidson Township is \$2,069.10

If applicable, your fire service agreements will be mailed out separately, please see that we receive one of the signed copies back as soon as possible.

Should you have any questions regarding your amount due or your service agreement, please feel free to come to any McGregor Fire Dept. meeting which is held on the first Monday of each month at 7:30 at the McGregor Fire Department or contact any fire department member.

Sincerely,

Preston Lee, Secretary 218-259-9825

James Carr, Chief 218-768-3526

## AGREEMENT FOR FIRE SERVICE

This agreement, made and entered into this 1<sup>st</sup> day of March, 2025, between the City of McGregor Rural Fire Service, hereinafter called the City of McGregor, and Davidson (Unorg 47-24) Township, hereinafter called the Township.

- 1. The City of McGregor agrees to furnish fire protection to all properties within the Township for the terms of this contract and under the conditions herein provided.
- 2. In providing said fire protection service the City of McGregor agrees as follows:
  - A. To make reasonable efforts to respond to all fire calls in the Township.
  - 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 McGregor will provide similar fire protection service in several townships in Aitkin County. If two or more calls are received, the City of McGregor 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 firefighters and equipment. The decision of the City, whether the fire run can be made with reasonable safety to the firefighters and equipment, shall be final.
  - E. The City shall not be liable to the Township for loss or damage of any kind what-so-ever resulting from any failure to furnish or any delay in furnishing firefighters or fire equipment, or any failure to prevent, control or extinguish fire for damage to goods or for any other reason.
  - F. The City shall make no claim against said Township on account of damage to the property of the City of McGregor while in the fire service of the Township. The City shall carry liability insurance protecting itself against damage claims of its firefighters for personal injuries sustained while in the service of said Township, and further, shall carry liability insurance so far as negligent acts of the firefighters in the employ of the City of McGregor are concerned.
- 3. For the services herein contracted, the Township shall pay into the Rural Fire Account the amount received by the Town from its annual tax levy made for such fire protection, and determined as their fair share of the cost of this service. Payments can be made in full or immediately upon receipt by the Township of its tax apportionments in which such levy is received.
- 4. The Township shall annually, during the term of this contract, make a tax levy which has been authorized by the township electors for the purpose of providing their fair share of the costs of the operating of 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.

City of McGregor (Fire Dept.) By \_\_\_\_\_\_\_\_ Date\_February 13, 2025

Mayor



## INVOICE

City of McGregor P.O. Box 100 McGregor, MN 55760 218.768.2717 mcgregor.city@gmail.com

Invoice Date: 2/11/2025

Date Due: upon receipt

Davidson Township c/o Kathleen Ryan - Aitkin County Auditor 209 Second Street NW #202 Aitkin, MN 56431

## auditor@co.aitkin.mn.us

Quantity	Description	Unit Price	Line Total	
1	Fire Services for 2024, payable in 2025		\$	2,069.10

Subtotal

\$ 2,069.10

\$

TOTAL

\$ 2,069.10

Make all checks payable to City of McGregor.

THANK YOU FOR YOUR BUSINESS!