

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Ken Hibl, City Manager
Date: December 17, 2015
Regarding: Renewal of Fire Service Agreements

For the Agenda of December 21, 2015

Background The City has long-enjoyed formal agreements with four surrounding townships (Grant, Sheridan, Vernon, & Wise) that outline the basic terms of responsibilities and compensation for fire services provided to those townships by the Clare Fire Department. Grant Township decided to enter into an agreement in perpetuity with the City three years, thereby precluding the necessity to renew; the other three of the agreements will expire on December 31st.

All three townships with expiring agreements desire to renew without revision except for the term of the agreement – and each of those vary from five years to two years dependent upon the respective Township desires.

The City Commission is asked to approve all three expiring agreements.

Issues & Questions Should the City Commission approve the renewal of Fire Service Agreements with Sheridan, Vernon, and Wise Townships?

Alternatives

1. Approve the renewal of the Fire Service Agreements.
2. Approve the renewal of the Fire Service Agreements with amendment or modifications.
3. Do not approve renewal of the Agreements..
4. Set the decision aside to a subsequently scheduled public meeting.

Financial Impact All subscribers (including the City of Clare) to the agreements pay the equivalent of 1.1mil of their respective taxable value to the Clare Fire Fund for these services.

Recommendation I recommend that the City Commission renew the three expiring Fire Service Agreements with Sheridan, Vernon, and Wise Townships by adoption of Resolutions 2015-137, 139. & 139.

Attachments

1. Sheridan Township Fire Service Agreement.
2. Vernon Township Fire Service Agreement.
3. Wise Township Fire Service Agreement.
4. Resolution 2015-137.
5. Resolution 2015-138.
6. Resolution 2015-139.

CITY OF CLARE
&
SHERIDAN TOWNSHIP
FIRE PROTECTION SERVICES AGREEMENT

1. **Parties.** This agreement is made and entered into this date by and between the City of Clare, a municipal corporation hereinafter referred to as the “City”, and Sheridan Township, hereinafter referred to as the “Township”.
2. **Term of Agreement.** This contract shall bind both parties once signed; and shall be in effect from January 1, 2016 through December 31, 2020.
3. **Scope of Services.** The City hereby agrees to provide fire protection services for all properties and structures within the geographical boundaries of Sheridan Township. The City shall be responsible for furnishing all required fire protection personnel, equipment, and supplies to provide said services.
4. **Compensation.** The Township shall annually contribute 1.1 mill of its total taxable valuation of both real and personal property within the boundaries of the service area for the duration of the agreement period. Any changes to the stated compensation shall require the mutual consent of the City and the Township. The City shall invoice the Township for fire services annually in January for each year of the agreement period. Annual compensation is due to the City within 45 days of the date of the invoice unless otherwise agreed to by the City.
5. **Division of Township.** The Township may opt to divide the geographical boundaries for fire protection services among more than one fire department. If the Township opts to exercise this right, it must notify the City in writing not less than one hundred and eighty (180) days before said division is to take effect. The notification must include the new geographical boundaries of the fire service area for the Clare Fire Department and the assessed valuation of all real and personal property within the proposed new boundaries.
6. **Fire Council.** A Fire Council shall be established by the Clare City Commission to serve in an advisory role in matters related to fire protection services provided by the Clare Fire Department. Membership on the Council shall include a Clare City Commissioner, the Fire Chief of the Clare Fire Department, a

firefighter of the Clare Fire Department selected by the members of the Department, the Clare City Manager, and a representative of each Township that is provided fire services by the Clare Fire Department. The Clare City Commissioner designated to serve on the Council shall be the Council's Chairperson; one of the Council's township members shall be selected by the township representatives to serve as Fire Council Vice Chairperson; the Clare City Manager shall serve as the Council's Secretary/Recorder. The Fire Council may consider any/all matters it deems appropriate in respect to fire protection services provided by the Clare Fire Department *except* any issue or topic related to the internal organization or management of the Clare Fire Department – specifically, operating procedures or guidelines; matters related to the fire department chain of command process; selection or discharge of firefighters; disciplinary matters; selection of Clare Fire Department officers; and administration or training issues related to the Department. The Fire Council shall meet at least twice annually at a place and time determined by the Chairperson. One of these meetings shall be in conjunction with the formulation of the Clare Fire Department's annual operating budget to review and provide recommendations regarding said budget prior to its submission to the Clare City Commission for approval. The Council Chairperson or Vice Chairperson may call additional or special meetings at their discretion. All meetings shall be open to the public and announced accordingly by the Council Secretary.

7. **Reports.** The Fire Chief of the Clare Fire Department shall provide, not later than the second Thursday of each month, a written fire report to the Township. Said reports shall stipulate, as a minimum, the number of fire runs made to the Township during the preceding month, the reason(s) for said runs, and the extent of fire damage (if any). At least once each year, the Fire Chief or his designated representative shall attend a scheduled Township meeting to present an overview of fire services provided to the Township, to respond to questions of the Township Board and Township residents, and discuss any other topic requested by the Board in respect to fire services.
8. **Amendment or Termination.** This agreement is binding upon both parties hereto. No amendment, except as outlined in Paragraph 5 of this agreement, shall be made without the consent

of both parties. All amendments shall be in writing and signed by the designated representatives of both parties. Either party may terminate this agreement by providing the other party formal written notice at least one hundred and eighty (180) days prior to said termination.

- 9. **Renewal.** This agreement may be renewed upon expiration with the consent of both parties. If either party does not intend to renew the agreement, they shall provide written notice to that effect to the other said party at least one hundred and eighty (180) days prior to the expiration date.

FOR THE CITY OF CLARE:

Patrick Humphrey, Mayor

Date

Diane Lyon, Clerk

Date

FOR SHERIDAN TOWNSHIP:

William Strouse, Supervisor

Date

Jennifer Magnus, Treasurer

Date

CITY OF CLARE
&
VERNON TOWNSHIP
FIRE PROTECTION SERVICES AGREEMENT

1. **Parties.** This agreement is made and entered into this date by and between the City of Clare, a municipal corporation hereinafter referred to as the “City”, and Vernon Township, hereinafter referred to as the “Township”.
2. **Term of Agreement.** This contract shall bind both parties once signed; and shall be in effect from January 1, 2016 through December 31, 2017.
3. **Scope of Services.** The City hereby agrees to provide fire protection services for all properties and structures within a designated geographical area within Vernon Township mutually agreed to by the City and the Township and outlined on the map attached to this Agreement as Attachment A. The City shall be responsible for furnishing all required fire protection personnel, equipment, and supplies to provide said services.
4. **Compensation.** The Township shall annually contribute 1.1 mills of its total taxable valuation of both real and personal property within the boundaries of the service area for the duration of the agreement period. Any changes to the stated compensation shall require the mutual consent of the City and the Township. The City shall invoice the Township for fire services annually in January for each year of the agreement period. Annual compensation is due to the City within 45 days of the date of the invoice unless otherwise agreed to by the City.
5. **Division of Township.** The Township may opt to divide the geographical boundaries for fire protection services among more than one fire department. If the Township opts to modify or amend the serviced geographical area, the Township must notify the City in writing not less than one hundred and eighty (180) days before said modification or amendment is to take effect. The notification must include the proposed new geographical boundaries of the fire service area for the Clare Fire Department and the taxable valuation of all real and personal property within the new boundaries.
6. **Fire Council.** A Fire Council shall be established by the Clare City Commission to serve in an advisory role in matters related to

fire protection services provided by the Clare Fire Department. Membership on the Council shall include a Clare City Commissioner, the Fire Chief of the Clare Fire Department, a firefighter of the Clare Fire Department selected by the members of the Department, the Clare City Manager, and a representative of each Township that is provided fire services by the Clare Fire Department. The Clare City Commissioner designated to serve on the Council shall be the Council's Chairperson; one of the Council's township members shall be selected by the township representatives to serve as Fire Council Vice Chairperson; the Clare City Manager shall serve as the Council's Secretary/Recorder. The Fire Council may consider any/all matters it deems appropriate in respect to fire protection services provided by the Clare Fire Department *except* any issue or topic related to the internal organization or management of the Clare Fire Department – specifically, operating procedures or guidelines; matters related to the fire department chain of command process; selection or discharge of firefighters; disciplinary matters; selection of Clare Fire Department officers; and administration or training issues related to the Department. The Fire Council shall meet at least twice annually at a place and time determined by the Chairperson. One of these meetings shall be in conjunction with the formulation of the Clare Fire Department's annual operating budget to review and provide recommendations regarding said budget prior to its submission to the Clare City Commission for approval. The Council Chairperson or Vice Chairperson may call additional or special meetings at their discretion. All meetings shall be open to the public and announced accordingly by the Council Secretary.

7. **Reports.** The Fire Chief of the Clare Fire Department shall provide, not later than the first Monday of each month, a written fire report to the Township. Said reports shall stipulate, as a minimum, the number of fire runs made to the Township during the preceding month, the reason(s) for said runs, and the extent of fire damage (if any). At least once each year, the Fire Chief or his designated representative shall attend a scheduled Township meeting to present an overview of fire services provided to the Township, to respond to questions of the Township Board and Township residents, and discuss any other topic requested by the Board in respect to fire services.

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FOR THE CITY OF CLARE:

Patrick Humphrey, Mayor

Date

Diane Lyon, Clerk

Date

FOR VERNON TOWNSHIP:

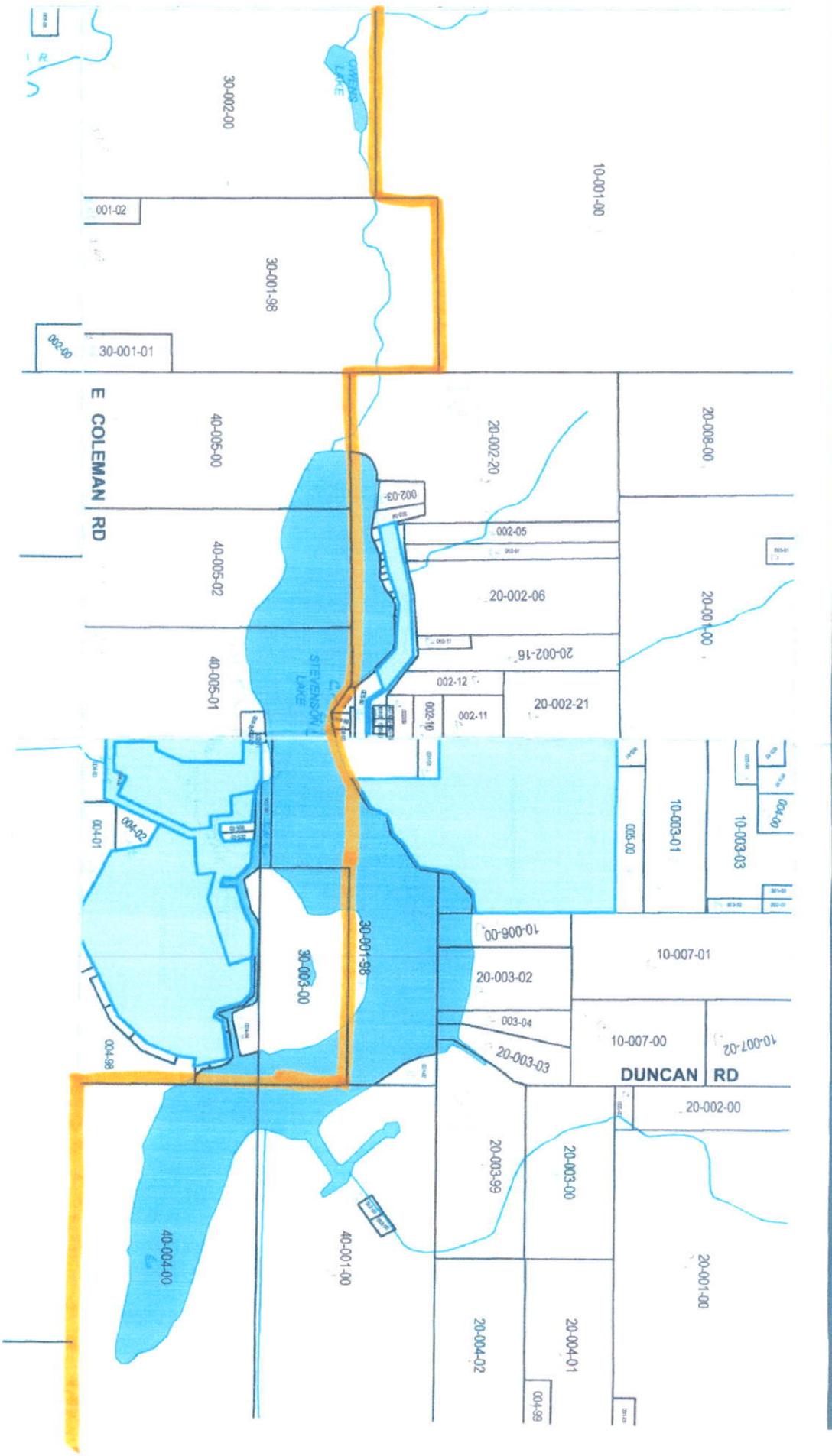
Jeff Bean, Supervisor

Date

Loren Cole, Township Clerk

Date

Attachment A – Map of Fire Service Area



Owers Lake

Stevenson Lake

E COLEMAN RD

DUNCAN RD

30-002-00

10-001-00

001-02

30-001-98

30-001-01

20-008-00

40-005-00

20-002-20

20-001-00

40-005-02

20-002-06

20-002-16

40-005-01

20-002-21

10-003-01

10-003-03

005-00

10-007-01

10-006-00

20-003-02

10-007-02

10-007-00

007-00-01

30-001-98

30-003-00

20-003-03

20-002-00

20-001-00

40-004-00

40-001-00

20-003-99

20-003-00

20-004-02

20-004-01

004-99

**CITY OF CLARE
&
WISE TOWNSHIP
FIRE PROTECTION SERVICES AGREEMENT**

1. **Parties.** This agreement is made and entered into this date by and between the City of Clare, a municipal corporation hereinafter referred to as the “City”, and Wise Township, hereinafter referred to as the “Township”.
2. **Term of Agreement.** This contract shall bind both parties once signed; and shall be in effect from January 1, 2016 through December 31, 2020.
3. **Scope of Services.** The City hereby agrees to provide fire protection services for all properties and structures within a designated geographical area within Wise Township mutually agreed to by the City and the Township and outlined on the map attached to this Agreement as Attachment A. The City shall be responsible for furnishing all required fire protection personnel, equipment, and supplies to provide said services.
4. **Compensation.** The Township shall annually contribute 1.1 mills of its total taxable valuation of both real and personal property within the boundaries of the service area for the duration of the agreement period. Any changes to the stated compensation shall require the mutual consent of the City and the Township. The City shall invoice the Township for fire services annually in January for each year of the agreement period. Annual compensation is due to the City within 45 days of the date of the invoice unless otherwise agreed to by the City.
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fire protection services provided by the Clare Fire Department. Membership on the Council shall include a Clare City Commissioner, the Fire Chief of the Clare Fire Department, a firefighter of the Clare Fire Department selected by the members of the Department, the Clare City Manager, and a representative of each Township that is provided fire services by the Clare Fire Department. The Clare City Commissioner designated to serve on the Council shall be the Council's Chairperson; one of the Council's township members shall be selected by the township representatives to serve as Fire Council Vice Chairperson; the Clare City Manager shall serve as the Council's Secretary/Recorder. The Fire Council may consider any/all matters it deems appropriate in respect to fire protection services provided by the Clare Fire Department *except* any issue or topic related to the internal organization or management of the Clare Fire Department – specifically, operating procedures or guidelines; matters related to the fire department chain of command process; selection or discharge of firefighters; disciplinary matters; selection of Clare Fire Department officers; and administration or training issues related to the Department. The Fire Council shall meet at least twice annually at a place and time determined by the Chairperson. One of these meetings shall be in conjunction with the formulation of the Clare Fire Department's annual operating budget to review and provide recommendations regarding said budget prior to its submission to the Clare City Commission for approval. The Council Chairperson or Vice Chairperson may call additional or special meetings at their discretion. All meetings shall be open to the public and announced accordingly by the Council Secretary.

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FOR THE CITY OF CLARE:

Patrick Humphrey, Mayor

Date

Diane Lyon, Clerk

Date

FOR WISE TOWNSHIP:

Robert Moore, Supervisor

Date

Greg Jourdain, Treasurer

Date

Attachment A – Map of Fire Service Area

385-4481 fax

Att: DAN

FINE 2008-9

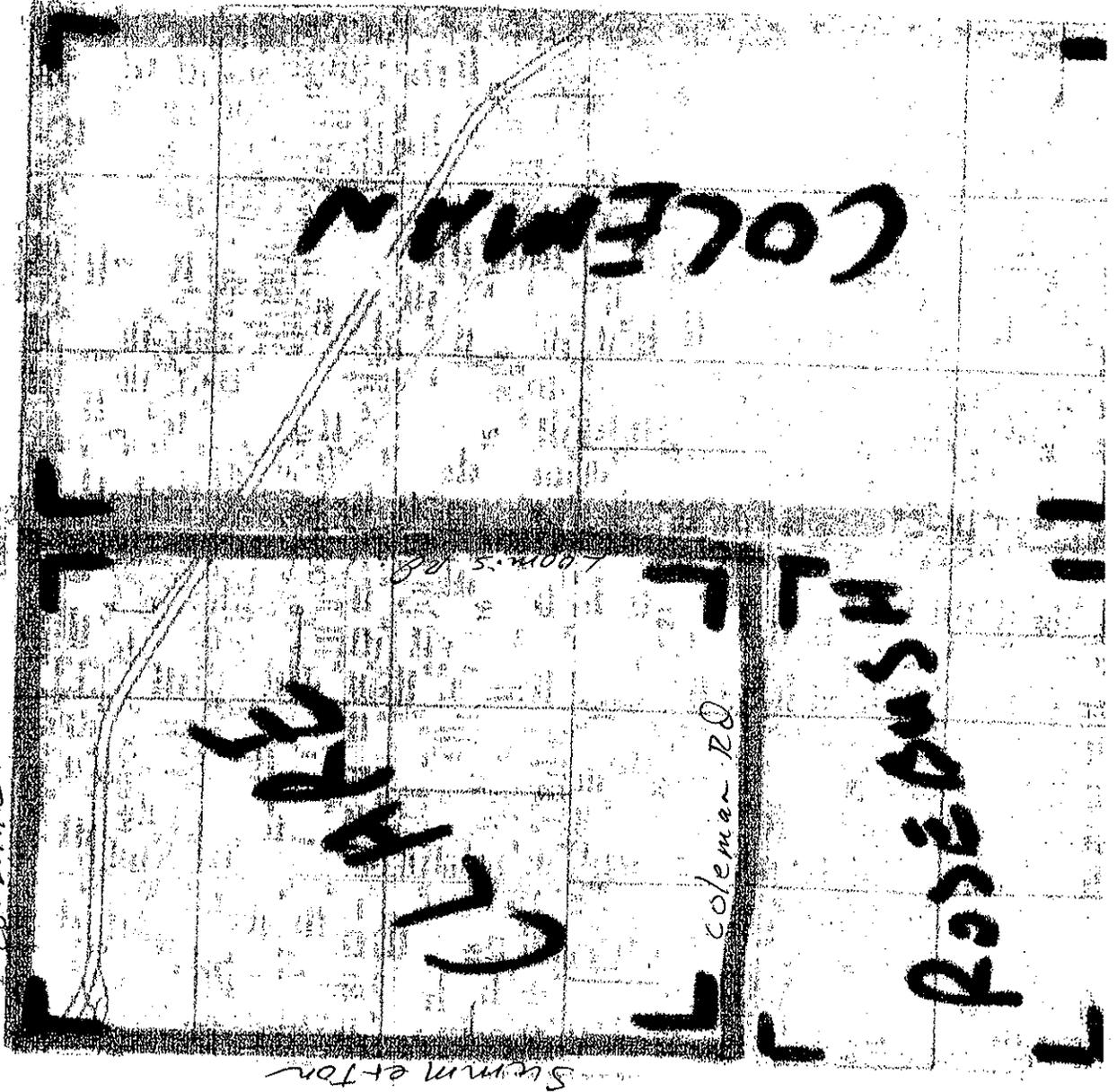
TAPAELE JACQUES

T-16-N R-3-W

WISE PLAT

Survey (County) Surveyor

co-line



SEYMERTON

coleman RD

COLEMAN

ROSEDAWN

RESOLUTION 2015-137

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE RENEWAL OF A FIRE SERVICES AGREEMENT WITH SHERIDAN TOWNSHIP.

WHEREAS, the City of Clare and Sheridan Township have long-enjoyed a fire services Agreement that outlines terms, conditions, and parameters of fire services provided to Sheridan Township by the Clare Fire Department; and

WHEREAS, said Agreement will expire on December 31, 2015; and

WHEREAS, both governmental entities mutually desire and have agreed to extend the terms of said service Agreement for an additional five-year period.

NOW THEREFORE BE IT RESOLVED THAT the City Commission hereby approves the renewal of a Fire Services Agreement between Sheridan Township and the City of Clare, said agreement to be effective January 1, 2016 and expire on December 31, 2020 with other terms and conditions as outlined therein.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 21st day of December 2015.

Diane Lyon, City Clerk

RESOLUTION 2015-138

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE RENEWAL OF A FIRE SERVICES AGREEMENT WITH VERNON TOWNSHIP.

WHEREAS, the City of Clare and Vernon Township have long-enjoyed a fire services Agreement that outlines terms, conditions, and parameters of fire services provided to Vernon Township by the Clare Fire Department; and

WHEREAS, said Agreement will expire on December 31, 2015; and

WHEREAS, both governmental entities mutually desire and have agreed to extend the terms of said service Agreement for an additional two-year period.

NOW THEREFORE BE IT RESOLVED THAT the City Commission hereby approves the renewal of a Fire Services Agreement between Vernon Township and the City of Clare, said agreement to be effective January 1, 2016 and expire on December 31, 2017 with all other terms and conditions as outlined therein.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 21st day of December 2015.

Diane Lyon, City Clerk

RESOLUTION 2015-139

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE RENEWAL OF A FIRE SERVICES AGREEMENT WITH WISE TOWNSHIP.

WHEREAS, the City of Clare and Wise Township have long-enjoyed a fire services Agreement that outlines terms, conditions, and parameters of fire services provided to Wise Township by the Clare Fire Department; and

WHEREAS, said Agreement will expire on December 31, 2015; and

WHEREAS, both governmental entities mutually desire and have agreed to extend the terms of said service Agreement for an additional five-year period.

NOW THEREFORE BE IT RESOLVED THAT the City Commission hereby approves the renewal of a Fire Services Agreement between Wise Township and the City of Clare, said agreement to be effective January 1, 2016 and expire on December 31, 2020 with all other terms and conditions as outlined therein.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 21st day of December 2015.

Diane Lyon, City Clerk