ROLL CALL: Mueller, Gunn, Hull, Meehlhause, Bergeron

Council Workshops are informal gatherings of the council at which no final decisions are made, rather consensus discussion to direct staff on council decision items.

PUBLIC COMMENT

Citizens may speak to issues not on tonight’s agenda. Before speaking, please share your full name and address. Also, please limit your comments to three minutes.

AGENDA ITEMS DISCUSSED BY CONSENSUS

1. CTV Operations – Dana Healy
2. SBM FD and Joint Powers Agreement - Nyle
3. Charter Language – Chapter 4 – Nyle
4. HOPP Update - Nyle
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City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Nyle Zikmund, City Administrator
Item Title/Subject: Charter Commission Chapter 4

Introduction:
Council has expressed, on numerous occasions, a goal of having a better working relationship with the Charter Commission as well as simplifying the Charter.

Discussion:
Chair Warren attended your January Workshop and expressed desire to work together, simplify language, and have a council liaison which CM Gunn was appointed to. The Commission has been working on Chapter 4 for over a year and felt it was ready for legal review.

At the direction of Council, specific to the simplification mandate, I directed/requested Kennedy and Graven to take the body of work the Commission has done and edit/change/draft language consistent with their goal of addressing council vacancy.

Included in this packet is the markup language the Commission produced, a clean copy, a draft resolution and a memo from Brian Amundsen. Due to the work load related to the Skyline and other projects, the K & G language will be a handout on Monday night. If received early on Monday, it will be sent out via email as well.

Recommendation:
Staff recommends reviewing both Charter Commission documents and drafts as well as K & G draft. No decision is needed at this time, rather, the Council and Commission are scheduled to meet jointly on May 19, 2020. Furthermore, the Commission meets in April and I will be able to convey to them your discussion and concerns if any. Based on the outcome of the Joint meeting in May, we can proceed as Council/Commission see best.

Respectfully submitted,

Nyle Zikmund
City Administrator

Attachments:
Commission Documents
01/22/19

The Chapter 4 Draft language include with this package is in the same format as the November package. But there are significant changes in content since the November version. Content was changed to represent input from Marissa, Denny and Jonathan since our November meeting. The content is consisted with our Commission conversations, and tries to incorporate the later conversations which seem reasonable and consistent with Charter Commission practices of the past. The input asked me to included:

1. Keep the language simple and clear.
2. Maintain current Charter formatting that only underlines sections and all other paragraphs are subdivisions without titles. Otherwise we are setting a totally new standard that is inconsistent and would require reviewing and modifying the entire Charter, adding unnecessary length to the document simply to accommodate paragraph titles.
3. Move back to the original language and insert changes rather than whole paragraph deletions and re-insertions wherever possible. Show what is actually changing from original, what was kept and what had to be changed.
4. Adding statute references where appropriate

5. Correcting time periods to match statute requirements and time we've discussed (ex 426 days not 545 days,)
6. Keep the municipal regular and special elections in separate sections
7. Add references for section or subdivision moves (ex 4.04 to .02) so one can follow where the language was moved.
8. Add language of when vacancy can be declared so it is clear.
9. Moving back to only the two vacancy election scenarios, of vacancy which would be a November election or Feb, April, May or August election.
10. Breaking up the long original 4.05 Sub 5 so it is more readable and logical.
11. The larger changes in this version are in Section 4.06 (old 4.05) which shows the two election cycle scenarios

Before our meeting next week, please compare this version to your personal notes.

In this next meeting I would like to approve or reject the changes. We can use motions for each section, making motion amendments if language needs adjusting. Or we can make motion to accept the whole document, with amendments for simple changes.

Additionally, at our meeting I would like to approve or amend a motion to submit this language to legal for review and any recommendations for modification. The Resolution 2019-01, to send to Council is a, March item for after we review legal's input.

I'm looking forward to the meeting and hope everyone had a wonderful Christmas.

Sincerely,
Brian Amundsen
763-786-5699
DRAFT - Resolution 2019-01
CHARTER COMMISSION MEETING
19-March 2019
RE: Chapter Municipal Election Compliance with State Statutes.

WHEREAS, in 2016 the Council verbally requested the Charter Commission review the Charter's Chapter 4.05 Vacancy of Municipal Elected Office. WHEREAS, in 2017 the Minnesota Legislature made significant changes to Statutes Chapter 200 regarding uniform election dates, notifications, and other state wide requirements for how and in what manner certain specific steps are handled. WHEREAS, at the March 19, 2019 meeting the Charter Commission moved, seconded, and passed this motion to amended the Mounds View Charter Chapter 4 to comply in general with Minnesota Statutes Chapter 200, in regards to time and place for municipal general and special elections, and the specific manner of MN Statutes 205.10 for dates and 205.13 for notification and time requirements.

BE IT RESOLVED, the Mounds View Charter Commission, acting under Minnesota Statue 410.12 Subdivision 7, recommends the following Charter amendments, by the deletions of the bold strike-through language and the addition of the bold underline language. The Charter Commission requests the City Council adopt the proposed changes by ordinance by the required unanimous vote. The Charter Commission also requests a response within 60 days with recommendations for any modifications to any item that the City Council deems not acceptable as presented.

Summary of the changes:

1. Maintain Charter original intent to specify the manner and procedure to elect City officers and acquire citizen consent for certain ballot issues, while complying with new MN Statutes Chapter 200 for charter cities.
2. Maintain Charter original intent to specify the manner and procedures to follow if a vacancy occurs in an elected City office.
3. Come as close as possible under new MN Statutes to maintain Charter original intent to fill a vacant elected Office within 90 days.
4. Maintain Charter original intent for a person elected to vacant office to serve for as short as 9 months.
5. Maintain Charter original intent of same process for council member vacancy and clarify mayoral vacancy.
7. Update the time required for each step in the manner of how elections in Mounds View are to be conducted.
8. Update the Council appointment for a vacancy if less than 426 days (14 months) remain to replace the current 365 days (12 months).
9. Update the Charter to specify the conditions when a vacancy occurs.

Respectfully Submitted,
CHAPTER 4
NOMINATION AND ELECTIONS

SECTION:
4.01 Municipal General Election
4.02 Municipal Special Elections
4.03 Notice Filing and Election for Municipal and Special Election,
4.04 Filing for Office
4.05 Insufficient Number of Candidates
4.06 Vacancy of Elected Office
4.07 Assumption of Duties
4.08 Severability

Section 4.01, Municipal General Election

Subdivision 1. The Council shall establish by resolution a municipal general election for the purpose of electing Council members and Mayor.

Subdivision 2. A municipal general election shall be held on the first Tuesday after the first Monday in November of each even numbered year commencing in 1980 in compliance with MN Statute 205.07, as amended, and at such polling location(s) as the City Council shall designate per MN Statutes (Moved to 4.03, subd 2). (Moved to 4.06)

Subdivision 3. (moved from old Section 4.03) Consistent with the provisions of this Charter and applicable state laws, the Council may by ordinance further regulate the conduct of municipal elections. Except as otherwise provided by this Charter and supplementary ordinances, general state laws on elections shall apply to municipal elections.

4.02 (moved to Section 4.04)

Section 4.02 (Was Section 4.04) Municipal Special Election

Subdivision 1. The Council shall by resolution order a special election for the purpose of filling a Council vacancy, a referendum issue, or advisory election and provide all means for holding it per MN Statute 205.10 Subd 3a, 3b, and 3c, (Sec 4.03 Subd 2)

Subdivision 2. A special election shall be held on one of the following: the second Tuesday of February, April, May or August, or the first Tuesday after the first Monday in November per MN Statute 205.10 Subd 3a, 3b, 3c as amended.

Subdivision 3. Subdivision 1 and 2 apply only in the manner that this Charter specifies per MN Statute 205.02 Subd 2, as such provisions specified are not in conflict with this Charter for special elections and voter petition qualifications.

(see Section 4.01 Subdivision 3)

Section 4.03 Notice of Filing and Election for Municipal and Special Elections.

Subdivision 1. The Candidate Filing Period Notice shall be published in the official newspaper, at a publicly accessible location at City Hall, and all media outlets regularly used by the City. Such notice will state the dates for Candidate filing, and the date, time and place(s) of the election and of the officers or
issue to be balledot, per MN Statute 205.13 and 205.16, both as amended, which generally state the notice shall be published two weeks prior to the first candidate filing date and posted at the filing location at the same time.

Subdivision 2. The Election Day Notification shall be posted or published by the City Administrator sixty days prior to the election date at City Hall, in the City's official newspaper, and all media outlets regularly used by the City. The notice shall include the City elections date, places and times (including times for early absentee voting). At least fifteen days prior notice shall be given by the City Administrator by posting a notice thereof in at least one public place in each geographic election precinct where a City maintained "Welcome to the City of Mounds View" sign is posted providing the time and place of holding such election. Failure to give such notice shall not invalidate such election.

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(Moved to 4.02)
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Section 4.04. Filing for Office.

Subdivision 1. An affidavit of candidacy for a city office must be filed within the time frame specified in accordance with the MN Statute 205.13, as amended, with the exception that the fee portion of the Statute shall be superseded by the following: Any resident of the City qualified under state law for elective office may, by filing an affidavit and by paying a filing fee of $20 or by filing a petition in compliance with MN Statute 205.13, Subd. 4, as amended, to the City Administrator, have their name placed on the municipal election ballot. (Amended by Ordinance 736, Adopted May 10, 2004; Filed May 19, 2004; Amended by Ord. 759, Adopted June 13, 2005, Filed June 22, 2005; Amended by Ord. 878, Adopted Feb 11, 2013, Effective May 12, 2013.)

Subdivision 2. * Term Limits. Notwithstanding any other provision of law to the contrary, no person may file to be a candidate for election to a term that would cause the person to serve more than eight total years in the office of Mayor or in the office of City Council-member combined. (11-8-94 Election, Effective 12-8-94, Filed 2-21-95)

* A city charter provision limiting the term of an elected city official is unconstitutional and unenforceable. See, Minneapolis Term Limits Coalition v. Keefe, 535 N.W.2d 306 (Minn.1995) (Resolution 5435, 4-24-2000)

Subdivision 3. Service before January 1, 1993 shall not count toward determining total length of service. (11-8-94 Election, Effective 12-8-94, Filed 2-21-95)

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(Moved to Section 4.08)
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Section 4.05 Insufficient number of Candidates. (Was Section 4.05 Subd 6) If there are insufficient numbers of candidates in a municipal general or special election to fill the expiring or vacated Councilmembers offices of that election, the City Council may fill said offices by appointment until the next available municipal special election. In the case of a tie vote of the Council, the Mayor shall make said appointment. If the Mayor's position is vacant the Council by resolution shall set a municipal special election for the next available special election date.

Section 4.06. Vacancy of Elected Office.

Subdivision 1. Vacancy in Council. A vacancy in elected Council office occurs if:

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1) A Council member submits a resignation of office. Such vacancy shall be considered effective on the date the resignation is delivered to the City Administrator or date specified in the resignation letter. The Council shall, by resolution, at its next meeting, declare the vacancy and move to fill the vacancy according to Subdivision 2. Or,
2) A Council member is absent from Council Meetings for any reason for 90 continuous calendar days. The Council shall, by resolution, at its next meeting, after the 90 day absence, declare the vacancy and move to fill the vacancy according to Subdivision 2. Or,
3) A Council member for any reason no longer qualifies as a voter in Mounds View, as certified by the City Administrator. The Council shall, at the next meeting, after receiving the certificate affirm or dismiss the City Administrator’s determination. If the certificate is affirmed, the Council shall, by resolution, declare the vacancy and move to fill the vacancy according to Subdivision 2.

Subdivision 2. When a vacancy in an elected office of the City occurs with 426 days or more remaining in the term of the vacated office, there shall be a special election held, in no more than 126 days, if such election can be held in November, and no more than ninety-nine days, if such election is held in February, April, May, or August per MN Statutes 205.10 Subd 3a, 3b and 5, after the vacancy occurs to elect a successor to serve for the remainder of the unexpired term of the office vacated.

Subdivision 3. When a vacancy in an elected municipal office occurs, under Subdivision 2 above, with less than 182 Days and more than 126 days prior to a regular municipal election date, the special election to fill the vacancy shall coincide with the regular municipal election under the following procedures.

A) When a vacancy occurs with less than 126 days prior to the regular municipal election date, the notice of such vacancy shall be published as soon as practicable. If within the 126 day period before a regular municipal election, such vacancy occurs in the office of either of the two Council members unexpired terms, the seat shall be filled by the candidate for Council-member with the third highest vote total, or, in the case of two vacancies, the third and fourth highest vote totals. Where two vacancies exist, the candidate with the third highest total shall fill the vacancy in the office having the longest unexpired term.

B) When a vacancy occurs within the 126 day period before a regular municipal election, in the office of Mayor or in the office of either or both of the Council member whose seats are to be decided in the election, said vacancy shall be considered not to exist for the purposes of the election.

Subdivision 6. In the case of a vacancy where there remains less than 426 days in the unexpired term, the Council shall by a majority vote appoint a successor to serve for the remainder of said term. In the case of a tie vote of the Council, the Mayor shall make said appointment, unless the vacancy is in the Mayor’s office, then the Acting Mayor shall make said appointment.

Section 4.07, Assumption of duties.

Subdivision 1. For a Municipal General Election the elected and qualified officers shall assume the duties of office to which they were elected on the first Monday of January following such election, per MN Statute 205.07, as amended.

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Subdivision 2. Municipal Special Election. Candidates, filing a vacancy shall take office at or before the next regularly scheduled Council meeting following election certification. (Amended by Ordinance 748; Adopted September 27, 2004; Filed October 13, 2004).

A) Special Advisory or Referendum Elections shall take effect immediately upon the County Auditor certification of the election results, unless otherwise stated in the ballot question.

Section 4.08. (was Section 4.02 Subd 4) Severability.

If any part of this Chapter shall be declared unconstitutional by the court(s) of Minnesota, all others shall remain in full force and effect (11-8-94 Election, Effective 12-8-94, Filed 2-21-95).
CHAPTER 4

NOMINATION AND ELECTIONS

SECTION:
4.01 Municipal General Election
4.02 Municipal Special Elections
4.03 Notice Filing and Election for Municipal and Special Election.
4.04 Filing for Office
4.05 Insufficient Number of Candidates
4.06 Vacancy of Elected Office
4.07 Assumption of Duties
4.08 Severability

Section 4.01. Municipal General Election

Subdivision 1. The Council shall establish by resolution a municipal general election for the purpose of electing Council members and Mayor.

Subdivision 2. A municipal general election shall be held on the first Tuesday after the first-Monday in November of each even numbered year commencing in 1980 in compliance with MN Statute 205.07, as amended, and at such polling location(s) as the City Council shall designate per MN Statutes. (Moved to 4.03 sub2) (Moved to 4.06)

Subdivision 3. (moved from old Section 4.03) Consistent with the provisions of this Charter and applicable state laws, the Council may by ordinance further regulate the conduct of municipal elections. Except as otherwise provided by this Charter and supplementary ordinances, general state laws on elections shall apply to municipal elections.

4.02 (moved to Section 4.04)

Section 4.02 (Was Section 4.04) Municipal Special Election

Subdivision 1. The Council shall by resolution order a special election for the purpose of filling a Council vacancy, a referendum issue, or advisory election and provide all means for holding it per MN Statute 205.10 Subd 3a, 3b, and 5. (See 4.03 Subd 2)

Subdivision 2. A special election shall be held on one of the following: the second Tuesday of February, April, May or August, or the first Tuesday after the first Monday in November per MN Statute 205.10 Subd 3a, 3b, 5 as, amended.

Subdivision 3. Subdivision 1 and 2 apply only in the manner that this Charter specifies, per MN Statute 205.02 Subd2, as such provisions specified are not in conflict with this Charter for special elections and voter petition qualifications.

(see Section 4.01 Subdivision 3)

Section 4.03 Notice of Filing and Election for Municipal and Special Elections.

Subdivision 1. The Candidate Filing Period Notice shall be published in the official newspaper, at a publicly accessible location at City Hall, and all media outlets regularly used by the City. Such notice will state the dates for Candidate filing, and the date, time and the place(s) of the election and of the officers or...
issue to be balloted, per MN Statute 205.13 and 205.16, both as amended, which generally state the notice shall be published two weeks prior to the first candidate filing date and posted at the filing location at the same time.

Subdivision 2. The Election Day Notice shall be posted or published by the City Administrator sixty days prior to election day at City Hall, in the City's official newspaper, and all media outlets regularly used by the City. The notice shall include the City elections date, places and times (including times for “early” absentee voting). At least fifteen days prior notice shall be given by the City Administrator by posting a notice thereof in at least one public place in each geographic election precinct where a City maintained “Welcome to the City of Mounds View” signage is posted providing the time and place of holding such election. Failure to give such notice shall not invalidate such election.

(Moved to 4.02)

Section 4.04. Filing for Office.

Subdivision 1. An affidavit of candidacy for a city office must be filed within the time frame specified and in accordance with the MN Statute 205.13, as amended, with the exception that the fee portion of the Statute shall be superseded by the following: Any resident of the City qualified under state law for elective office may, by filing an affidavit and by paying a filing fee of $20 or by filing a petition in compliance with MN Statute 205.13, Subd. 4, as amended, to the City Administrator, have their name placed on the municipal election ballot. (Amended by Ordinance 736, Adopted May 10, 2004,Filed May 19, 2004; Amended by Ord. 759, Adopted June 13, 2005, Filed June 22, 2005; Amended by Ord. 878, Adopted Feb 11, 2013, Effective May 12, 2013.)

Subdivision 2. * Term Limits. Notwithstanding any other provision of law to the contrary, no person may file to be a candidate for election to a term that would cause the person to serve more than eight total years in the office of Mayor or in the office of City Council-member combined. (11-8-94 Election, Effective 12-8-94, Filed 2-21-95)

* A city charter provision limiting the term of an elected city official is unconstitutional and unenforceable. See, Minneapolis Term Limits Coalition v. Keefe, 535 N.W.2d 306 (Minn.1995) (Resolution 5435, 4-24-2000)

Subdivision 3. Service before January 1, 1995 shall not count toward determining total length of service. (11-8-94 Election, Effective 12-8-94, Filed 2-21-95)

(moved to Section 4.08)

Section 4.05 Insufficient number of Candidates. (Was Section 4.05 Subd 6) If there are insufficient numbers of candidates in a municipal general or special election to fill the expiring or vacated Councilmembers offices of that election, the City Council may fill said offices by appointment until the next available municipal special election. In the case of a tie vote of the Council, the Mayor shall make said appointment. If the Mayor's position is vacant the Council by resolution shall set a municipal special election for the next available special election date.

Section 4.06. Vacancy of Elected Office.

Subdivision 1. Vacancy in Council. A vacancy in elected Council office occurs if:
1) A Council member submits a resignation of office. Such vacancy shall be considered effective on
the date the resignation is delivered to the City Administrator or date specified in the resignation
letter. The Council shall by resolution, at its next meeting declare the vacancy and move to fill the
vacancy according to Subdivision 2. Or.

2) A Council member is absent from Council Meetings for any reason for 90 continuous calendar
days. The Council shall by resolution, at its next meeting, after the 90 day absence, declare the
vacancy and move to fill the vacancy according to Subdivision 2. Or

3) A Council member for any reason no longer qualifies as a voter in Mounds View, as certified by
the City Administrator. The Council shall at the next meeting after receiving the certificate affirm
or dismiss the City Administrator's determination. If the certificate is affirmed the Council shall
by resolution, declare the vacancy and .move to fill the vacancy according to Subdivision 2.

Subdivision 2. When a vacancy in an elected office of the City occurs with 426 days or more
remaining in the term of the vacated office, there shall be a special election held in no more than 126 days,
if such election can be held in November, and no more than ninety-nine days, if such election is held in
February, April, May, or August per MN Statutes 205.10 Subd 3a, 3b, and 5, after the vacancy occurs to elect
a successor to serve for the remainder of the unexpired term of the office vacated,

(moved to subdivision 6)

Subdivision 3. When a vacancy in an elected municipal office occurs, under Subdivision 2 above,
with less than 182 Days and more than 126 days prior to a regular municipal election date, the special election
to fill the vacancy shall coincide with the regular municipal election under the following procedures.
A) When a vacancy occurs with less than 126 days prior to the regular municipal election date, the
notice of such vacancy shall be published as soon as is practicable. If within the 126 day period before a
regular municipal election, such vacancy occurs in the office of either of the two Council-members unexpired
terms, the seat shall be filled by the candidate for Council-member with the third highest vote total, or, in the
case of two vacancies, the third and fourth highest vote totals. Where two vacancies exist, the candidate with
the third highest total shall fill the vacancy in the office having the longest unexpired term.
B) When a vacancy occurs within the 126 day period before a regular municipal election, in the office
of Mayor or in the office of either or both of the Council member whose seats are to be decided in the election,
said vacancy shall be considered not to exist for the purposes of the election.

Subdivision 6. In the case of a vacancy where there remains less than 426 days in the unexpired term,
the Council shall by a majority vote appoint a successor to serve for the remainder of said term. In the case of a
tie vote of the Council, the Mayor shall make said appointment, unless the vacancy is in the Mayor's office,
then the Acting Mayor shall make said appointment.

Section 4.07. Assumption of duties.

Subdivision 1. For a Municipal General Election the elected and qualified officers shall assume the
duties of office to which they were elected on the first Monday of January following such election, per MN
Statute 205.07, as amended.
Subdivision 2. Municipal Special Election Candidates filling a vacancy shall take office at or before the next regularly scheduled Council meeting following election certification. (Amended by Ordinance 748; Adopted September 27, 2004; Filed October 13, 2004).

A) Special Advisory or Referendum Elections shall take effect immediately upon the County Auditor certification of the election results, unless otherwise stated in the ballot question.

Section 4.08. (was Section 4.02 Subd 4) Severability.
If any part of this Chapter shall be declared unconstitutional by the court(s) of Minnesota, all others shall remain in full force and effect (11-8-94 Election, Effective 12-8-94, Filed 2-21-95).
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Introduction:
Mounds View has contractually received fire protection services from the Spring Lake Park Fire Department Inc. (commonly referred to as SBM FD or the Spring Lake Park – Blaine – Mounds View Fire Department) since 1949 and likely back to 1944 when they first formed.

In 1990, the cities of Blaine, Spring Lake Park and Mounds View formed a Joint Powers Agreement, initiated by the need to make significant investments in stations and apparatus, subsequently resulting in a decision to sell bonds. The bond sale and subsequent improvements resulted in a new contract with several major changes and the Joint Powers Agreement.

Via the contract, fiscal control of the fire department was transferred to the cities in accordance with the JPA. An administrative panel was created with the three top executives of the cities quarterly reviewing the budget and controlling any surplus. The contract also embed a formula for contract cost sharing that is established in the JPA.

The formula embedded in the JPA for cost sharing calculates 50% on market share and 50% on call volume averaged over a three year period. When first adopted in 1990, the formula shares were:
- Blaine – 64.36%
- Mounds View – 22.08%
- Spring Lake Park – 13.56%

For 2020 budget year the formula shares are:
- Blaine – 76.093%
- Mounds View – 15.998%
- Spring Lake Park – 7.963%

Discussion:
Since its adoption, two minor adjustments were made via MOU’s, one was to carry the formula out to three decimal points and the other was to clarify that storm related calls; especially summer storms in which 20 to 30 calls (downed power lines) shall be counted as one call for formula purposes.

The City of Blaine proposed, at a JPA meeting last fall; that we consider a fixed formula. Reasons articulated included:
- Inconsistencies between Anoka County and Ramsey County in assessed valuations.
- Concern that if Blaine share were to rise to some portion above 80% or more, abandonment of the model could occur.
- Formula does not adequately recognize, especially when disparity is considered – the base cost of fire protection. In explanation, should no fire calls be received in the course of a year, the fire department budget would still exceed several million as the ability to respond requires stations and apparatus and well trained, property equipped firefighters.
The greater the disparity between the cities, the more disproportionate the formula becomes.

A fixed formula, if agreed upon by all parties, addresses all these issues and negates need to recalculate every year and await that calculation until county assessment.

Options include:
Locking in the current year, rounding to nearest whole number; Blaine-76, MV-16, SLP-8.
Some other number
No Change

Recommendation:
Staff recommends further exploration of the proposal by Blaine as Mounds View share is highly cost effective, especially factoring in the service levels provided.

The JPA committee seeks resolution for budget year 2021 meaning by June of this year. All parties are reviewing and submitting any other proposals to Blaine for consideration at our next JPA meeting. Both the JPA and Contract would need to be amended, JPA for the formula, Contract as it embeds the current formula versus referencing the formula.

A discussion also occurred about attaching or having an MOW that contained a preamble specific to our commitment as well as addressing in-kind services ranging from city responders to building maintenance.

Respectfully submitted,

Nyle Zikmund
City Administrator

Attachments:
Original JPA
Re-typed JPA
SBM Contract
Call/Budget FORMula History
JOINT POWERS AGREEMENT FOR
THE PROVISION OF FIRE PROTECTION SERVICES

I. Parties. This Agreement is dated the _____ day of ______________, 2020, and is entered into, pursuant to the provisions of the Minnesota Joint Power Act, Minn. Stat. §471.59, by and between the Cities of Blaine (herein “Blaine”), Mounds View (herein “Mounds View”), and Spring Lake Park (herein “Spring Lake Park”), collectively herein “Cities”, each such City being a municipal corporation and political subdivision of the State of Minnesota.

II. Purpose and Background. It is the Cities’ general purpose under this Agreement to cooperate in providing fire protection services to their residents. This purpose may be effectuated through the acquisition, construction, furnishing, and betterment of land, building, and equipment for municipal fire protection, firefighting, and related public safety and welfare purposes; the contracting for and payment of such capital costs, services and related expenses; and the taking of all other action desirable or necessary in connection therewith. The Cities have a history of cooperating with one another in providing fire protection, most recently pursuant to a certain Contact to Furnish Fire Protection Service (the “Contract”) which each of the Cities executed with Spring Lake Park Fire Department, Inc. in 1986. Under the Contract, the Fire Company provides fire protection and other public health and safety services, equipment, and personnel; and each of the Cities is responsible from year to year for its respective share of the cost thereof pursuant to the Formula (the “Formula”) set out in Exhibit “A” attached hereto. Under this Agreement, Cities anticipate that equipment and other property currently owned by the Fire Company will be acquired by the Cities; that the Cities will acquire additional land, buildings, and other equipment and property for the fire protection and related public health and safety purposes; that the Cities will in turn by contact make available such property to appropriate service providers, including the Fire Company; and that the Cities will share the respective costs thereof pursuant to the Formula and as further provided in paragraph III (D) of this Agreement. All property acquired pursuant to this Agreement is herinafter referred to as the “Property”.

III. Terms. Now, therefore, in a reliance upon and in consideration of the mutual undertakings herein expressed, Blaine, Mounds View, and Spring Lake Park agree as follows:

(A) Exercise or Powers: The Cities shall exercise such power as may be necessary or convenient to effectuate the purposes of this Agreement, in the manner herein prescribed, or as may otherwise be agreed upon from time to time. The Cities shall strictly account for and disburse all receipts and expenses under this Agreement and shall own all of the Property as provided in paragraph III (E) hereof.

(B) Creation and Composition of Administrative Committee. An Administrative Committee comprised of the three chief administrative officers of the Cities is hereby established. The Blaine City Manager shall maintain the files and records of the Committee.
(C) Duties of Administrative Committee. The Administrative Committee's duties shall include, but not be limited to, the following:

1. To administer the terms and provisions of this Agreement.

2. To periodically review fire service contract proposals submitted by providers of fire protection and to make recommendations to the Cities regarding the terms of such proposals.

3. To periodically review the Cities' requirements for firefighting equipment or land and buildings to be used for fire protection services and to make recommendations to the Cities regarding the purchase, sale, maintenance, or lease of such firefighting equipment, land or buildings.

4. To review the annual budget for fire protection services to the Cities, to make recommendations thereon to the Cities, and to administratively monitor the execution of the approved annual budget for fire protection services.

(D) Sharing of Costs. All costs incurred pursuant to this Agreement, including annual operating costs, capital costs, and annual debt service on any bonds or other obligations hereafter issued pursuant to this Agreement; shall be borne by the Cities in their respective shares, as determined by the Formula from year to year. Mounds View and Spring Lake Park agree to pay to Blaine, as and when requested, annual debt service on bonds or other obligations issued pursuant to this Agreement.

(E) Ownership of Property. Property shall be held nominally in the name of the City of Blaine, but each of the Cities shall have a percentage ownership interest in the Property, which percentage shall vary from time to time and equal that City’s "Historical Share" hereinafter described. For the year 1970 through 1990 the total capital costs under the Contract and its predecessor agreements or arrangements amounted to $1,332,566, of which Blaine contributed $857,694 (64.36%), Mounds View contributed $294,205 (22.08%), and Spring Lake Park contributed $180,667 (13.56%). Those Historical Shares shall be recomputed for each year based upon each Cities' additional contributions made pursuant to this Agreement.

(F) Consent and Approval. For purposes of determining majority consent at the Administrative Committee level, or at the City Council level, each City shall have voting rights which equal its percentage share under the formula at the time such decision is made, with each such decision being made on the basis of 50% plus approval.

(G) Bonding. For the purpose of defraying the expense of the acquisition, construction, furnishing, and betterment of land, building, and equipment for municipal fire protection and firefighting purposes, the Cities believe it to be in their best interest that approximately $4,450,000 of bonds be issued. It is anticipated that such bonds
would be issued by Blaine and would be general obligations of that City. Each City’s share of the debt service on such bonds, or on any other obligations issued pursuant to this Agreement, shall from year to year equal that City’s Formula percentage for that year multiplied by the total amount of the debt service due on such obligations in said year. No bonds shall be issued or other capital costs incurred under this Agreement without the majority consent and approval of the Cities, as described in paragraph III (F) above. The annual budget for fire protection services to the Cities under this Agreement shall be presented for review and approval to each of the City Councils; provided, however, that in making all decision under this Agreement, including those described above, the Administrative Committee shall make recommendations

(H) **Duration of Agreement.** This Agreement shall remain in effect for an indefinite term.

(I) **Termination of Agreement.** This agreement shall be terminated within one year after the City Council of one of the Cities notifies the other Cities by resolution of its intent to withdraw from participating in this Joint Powers Agreement. The notice of intent to withdraw must be given one year in advance of the proposed termination date. Upon receipt of a notice of intent to withdraw, the Administrative Committee shall make all the necessary arrangements to sell or dispose of the firefighting equipment and land or buildings acquired pursuant to this Joint Powers Agreement. The Cities shall obtain an appraisal of the firefighting equipment and land and buildings acquired pursuant to this Joint Powers Agreement to determine the depreciated value of the Property. If the Cities cannot agree on the appointment of an appraiser, the Chief Judge of the Tenth Judicial District shall appoint the appraiser. The appraised assets shall be disposed of in the following priority:

1. In the event that the remaining two cities intend to continue to participate in this Agreement, the remaining Cities would purchase the interest of the withdrawing City and proportionately share the cost of purchase. For example, if Spring Lake Park withdrew, Blaine’s current ownership interest is 64.36% and Mounds View’s is 22.08%. Therefore, Blaine would be responsible for 64.36/86.44; or 74.46% of the purchase, and Mounds View would be responsible for 22.08/86.44; or the remaining 25.54% of the buyout. The remaining Cities shall, within 90 days of the date of the termination of this Agreement, or pursuant to a mutually agreed upon payment schedule, pay the withdrawing City its share of the appraised value of the Property.

2. If one City withdraws and either of the remaining Cities does not wish to participate in the purchase of the withdrawing City’s share as described in paragraph 1, the failure to participate shall be an election by that City to also withdraw. The remaining City can then either elect to liquidate the property, or elect to purchase the share of the withdrawing Cities. In the event of a purchase, the remaining City shall, within 90 days of the date of termination of this Agreement, or pursuant to the mutually agreed upon payment schedule, pay the withdrawing Cities their share of the appraised value of the Property.
3. If none of the Cities wish to purchase the Property, the Property shall be sold. Any distribution of the proceeds of the disposition of any Property and the return of any other assets arising pursuant to this Agreement shall be made to each of the Cities in proportion to its Historical Share as it exists at the time of such disposition.

(J) Miscellaneous. This Agreement shall be effective as of the date that all of the Cities shall have approved and executed this Agreement, which shall be governed by law of the State of Minnesota, and may be executed in any number of counterparts, each of which shall constitute an original hereof. In the event that any provision of the Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as though said provision did not appear herein.

IN WITNESS WHEREOF, THE Cities of Blaine, Mounds View, and Spring Lake Park, Minnesota, have duly authorized and execution of and have duly executed this Agreement by their authorized representatives, respectively.

City of Blaine, Minnesota

Dated:

By: __________________________

Its Mayor

By: __________________________

Its City Manager

Pursuant to authority granted by Blaine Resolution No. ___, adopted the __ day of __________, 2020.

City of Mounds View, Minnesota

Dated:

By: __________________________

Its Mayor

By: __________________________

Its City Administrator

Pursuant to authority granted by Mounds View Resolution No. ___, adopted the ___ day of __________, 2020.
Dated:

City of Spring Lake Park, Minnesota

By: ________________________________
Its Mayor

By: ________________________________
Its City Administrator

Pursuant to authority granted by
Spring Lake Park Resolution No._____,
adopted the _____ day of
_______, 2020.
EXHIBIT A

Payment for the services provided by the Fire Department shall be as follows:

(A) The annual cost for fire protection to the City shall be determined using the following formula ("Formula"):

\[
\text{A.C.} = \frac{\text{(F.C. + A.V.)} \times (\text{O.C.} - \text{O.R.})}{2}
\]

A.C.  Annual Cost

F.C.  The percentage that the total number of Fire Calls to the City for the previous three years bears to the total number of Fire Calls to the Cities of Spring Lake Park, Blaine and Mounds View for the same period.

A.V.  The percentage that the previous year Assessed Valuation (unadjusted tax capacity valuation) of the City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities of Spring Lake Park, Blaine and Mounds View.

O.C.  Total Budgeted Operating Cost, including debt service, as approved by the Cities.

O.R.  Budgeted Non-City Revenues to include only other contract funds.
JOINT POWERS AGREEMENT FOR
THE PROVISION OF FIRE PROTECTION SERVICES

I. Parties. This Agreement is dated the 1st day of

January, 1990, and is entered into, pursuant to the
§471.59, by and between the Cities of Blaine (herein "Blaine"),
Mounds View (herein "Mounds View"), and Spring Lake Park (herein
"Spring Lake Park"), collectively herein "Cities", each such
City being a municipal corporation and political subdivision of
the State of Minnesota.

II. Purpose and Background. It is the Cities’ general
purpose under this Agreement to cooperate in providing fire
protection services to their residents. This purpose may be
effectuated through the acquisition, construction, furnishing,
and betterment of land, buildings, and equipment for municipal
fire protection, firefighting, and related public safety and
welfare purposes; the contracting for and payment of such
capital costs, services, and related expenses; and the taking of
all other actions desirable or necessary in connection
therewith. The Cities have a history of cooperating with one
another in providing fire protection, most recently pursuant to
a certain Contract to Furnish Fire Protection Service (the
"Contract") which each of the Cities executed with Spring Lake
Park Fire Department, Inc., a Minnesota nonprofit corporation
(the "Fire Company"), in 1986. Under the Contract, the Fire
Company provides fire protection and other public health and
safety services, equipment, and personnel; and each of the
Cities is responsible from year to year for its respective share
of the cost thereof pursuant to the Formula (the "Formula") set
out in Exhibit "A" attached hereto. Under this Agreement, the
Cities anticipate that equipment and other property currently
owned by the Fire Company will be acquired by the Cities; that
the Cities will acquire additional land, buildings, and other
equipment and property for fire protection and related public
health and safety purposes; that the Cities will in turn by
contract make available such property to appropriate service
providers, including the Fire Company; and that the Cities will
share the respective costs thereof pursuant to the Formula and
as further provided in paragraph III(D) of this Agreement. All
property acquired pursuant to this Agreement is hereinafter
referred to as the "Property".

III. Terms. Now, therefore, in reliance upon and in
consideration of the mutual undertakings herein expressed,
Blaine, Mounds View, and Spring Lake Park agree as follows:

(A) Exercise of Powers. The Cities shall exercise such
powers as may be necessary or convenient to effectuate the
purposes of this Agreement, in the manner herein
prescribed, or as may otherwise be agreed upon from time to
time. The Cities shall strictly account for and disburse
all receipts and expenses under this Agreement and shall
own all of the Property as provided in paragraph III(E)
hereof.

(B) Creation and Composition of Administrative Committee.
An Administrative Committee comprised of the three chief
administrative officers of the Cities is hereby
established. The Blaine City Manager shall maintain the
files and records of the Committee.

(C) Duties of Administrative Committee. The
Administrative Committee’s duties shall include, but not be
limited to, the following:

1. To administer the terms and provisions of this
   Agreement.

2. To periodically review fire service contract
   proposals submitted by providers of fire protection
   and to make recommendations to the Cities regarding
   the terms of such proposals.

3. To periodically review the Cities’ requirements
   for firefighting equipment or land and buildings to be
   used for fire protection services and to make
   recommendations to the Cities regarding the purchase,
   sale, maintenance, or lease of such firefighting
   equipment, land or buildings.

4. To review the annual budget for fire protection
   services to the Cities, to make recommendations
   thereon to the Cities, and to administratively monitor
   the execution of the approved annual budget for fire
   protection services.

(D) Sharing of Costs. All costs incurred pursuant to this
Agreement, including annual operating costs, capital costs,
and annual debt service on any bonds or other obligations
hereafter issued pursuant to this Agreement, shall be borne
by the Cities in their respective shares, as determined by
the Formula from year to year. Mounds View and Spring Lake
Park agree to pay to Blaine, as and when requested, annual
debt service on bonds or other obligations issued pursuant
to this Agreement.

(E) Ownership of Property. Property shall be held
nominally in the name of the City of Blaine, but each of

-2-
the Cities shall have a percentage ownership interest in the Property, which percentage shall vary from time to time and equal that City's "Historical Share", hereafter described. For the years 1970 through 1990 the total capital costs under the Contract and its predecessor agreements or arrangements amounted to $1,332,566, of which Blaine contributed $857,694 (64.36%), Mounds View contributed $294,205 (22.08%), and Spring Lake Park contributed $180,667 (13.56%). Those Historical Shares shall be recomputed for each year based upon each Cities' additional contributions made pursuant to this Agreement.

(F) Consent and Approval. For purposes of determining majority consent at the Administrative Committee level, or at the City Council level, each City shall have voting rights which equal its percentage share under the Formula at the time such decision is made, with each such decision being made on the basis of 50% + approval.

(G) Bonding. For the purpose of defraying the expense of the acquisition, construction, furnishing, and betterment of land, buildings, and equipment for municipal fire protection and firefighting purposes, the Cities believe it to be in their best interest that approximately $4,450,000 of bonds be issued. It is anticipated that such bonds would be issued by Blaine and would be general obligations of that City. Each City's share of the debt service on such bonds, or on any other obligations issued pursuant to this Agreement, shall from year to year equal that City's Formula percentage for that year multiplied by the total amount of debt service due on such obligations in said year. No bonds shall be issued or other capital costs incurred under this Agreement without the majority consent and approval of the Cities, as described in paragraph III(F) above. The annual budget for fire protection services to the Cities under this Agreement shall be presented for review and approval to each of the City Councils; provided, however, that in making all decisions under this Agreement, including those described above, the Administrative Committee shall make recommendations.

(H) Duration of Agreement. This Agreement shall remain in effect for an indefinite term.

(I) Termination of Agreement. This Agreement shall be terminated within one year after the City Council of one of the Cities notifies the other Cities by resolution of its intent to withdraw from participating in this Joint Powers Agreement. The notice of intent to withdraw must be given one year in advance of the proposed termination date. Upon
receipt of a notice of intent to withdraw, the
Administrative Committee shall make all the necessary
arrangements to sell or dispose of the firefighting
equipment and land or buildings acquired pursuant to this
Joint Powers Agreement. The Cities shall obtain an
appraisal of the firefighting equipment and land and
buildings acquired pursuant to this Joint Powers Agreement
to determine the depreciated value of the Property. If the
Cities cannot agree on the appointment of an appraiser, the
Chief Judge of the Tenth Judicial District shall appoint
the appraiser. The appraised assets shall be disposed of
in the following priority:

1. In the event that the remaining two Cities intend
to continue to participate in this Agreement, the
remaining Cities would purchase the interest of the
withdrawing City and proportionately share the cost of
purchase. For example, if Spring Lake Park withdrew,
Blaine’s current ownership interest is 64.36% and
Mounds View’s is 22.08%. Therefore Blaine would be
responsible for 64.36/86.44, or 74.46% of the
purchase, and Mounds View would be responsible for
22.08/86.44, or the remaining 25.54% of the buy out.
The remaining Cities shall, within 90 days of the
date of the termination of this Agreement, or pursuant
to a mutually agreed upon payment schedule, pay the
withdrawing City its share of the appraised value of
the Property.

2. If one City withdraws and either one of the
remaining Cities does not wish to participate in the
purchase of the withdrawing City’s share, as described
in paragraph 1, the failure to participate shall be an
election by that City to also withdraw. The remaining
City can then either elect to liquidate the Property,
or elect to purchase the share of the withdrawing
Cities. In the event of a purchase, the remaining
City shall, within 90 days of the date of termination
of this Agreement, or pursuant to a mutually agreed
upon payment schedule, pay the withdrawing Cities
their share of the appraised value of the Property.

3. If none of the Cities wish to purchase the
Property, the Property shall be sold. Any
distribution of the proceeds of the disposition of any
Property and the return of any other assets arising
pursuant to this Agreement shall be made to each of
the Cities in proportion to its Historical Share as it
exists at the time of such disposition.
(I) Miscellaneous. This Agreement shall be effective as of the date that all of the Cities shall have approved and executed this Agreement, which shall be governed by law of the State of Minnesota, and may be executed in any number of counterparts, each of which shall constitute an original hereof. In the event that any provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as though said provision did not appear herein.

IN WITNESS WHEREOF, the Cities of Blaine, Mounds View, and Spring Lake Park, Minnesota, have duly authorized the execution of and have duly executed this Agreement by their authorized representatives, respectively.

City of Blaine, Minnesota

Dated: November 15, 1990

(Seal)

By: 

Its Mayor

(Seal)

By: 

Its City Manager

Pursuant to authority granted by Blaine Resolution No. 90-318, adopted on the 15th day of November, 1990.

City of Mounds View, Minnesota

Dated: October 22, 1990

(Seal)

By: 

Its Mayor

(Seal)

By: 

Its City Clerk-Administrator

Pursuant to authority granted by Mounds View Resolution No. 4003, adopted on the 12th day of October, 1990.
Dated: December 6, 1990

(SEAL)

City of Spring Lake Park, Minnesota

By: [Signature]
Its Mayor

By: [Signature]
Its City Clerk-Treasurer

Pursuant to authority granted by Spring Lake Park Resolution No. 90-60, adopted on the 19th day of November, 1990.
EXHIBIT A

Payment for the services provided by Fire Department shall be as follows:

(a) The annual cost for fire protection to the City shall be determined using the following formula.

\[ A.C. = \frac{(F.C. + A.V.)}{(O.C. - O.R.)} \]

A.C. - Annual Cost

F.C. - The percentage that the total number of Fire Calls to the City for the previous three years bears to the total number of Fire Calls to the Cities of Spring Lake Park, Blaine and Mounds View for the same period.

A.V. - The percentage that the previous year Assessed Valuation (unadjusted tax capacity valuation) of the City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities of Spring Lake Park, Blaine and Mounds View.

O.C. - Total Budgeted Operating Cost, including debt service, as approved by the Cities.

O.R. - Budgeted Non-City Revenues - to include only other contract funds.
CONTRACT TO FURNISH FIRE PROTECTION SERVICE
TO THE CITIES OF BLAINE, MOUNDS VIEW AND SPRING LAKE PARK

PROLOGUE

The intent of this contract is to continue the ongoing relationship of 40 years between the Cities of Blaine, Mounds View, Spring Lake Park, and the Spring Lake Park Fire Department, Inc.; and to maintain the present mutual understanding thereby lending continuity, stability and credibility to the volunteer fire fighters to the end that they will continue to serve and maintain the high level of dedication and enthusiasm that presently exists.

This agreement is effective the 1st day of January, 1994 and is entered into by and between the Cities of Blaine, Mounds View, and Spring Lake Park, collectively referred to herein as "Cities", each of which is a municipal corporation and political subdivision of the State of Minnesota, and the Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation, hereinafter referred to as "Fire Department".

WITNESSETH:

WHEREAS, the Cities of Blaine (herein "Blaine"), Mounds View (herein "Mounds View"), and Spring Lake Park (herein "Spring Lake Park") are parties to a Joint Powers Agreement for the Provision of Fire Protection Services, dated December 11, 1990 (herein referred to as the "Joint Powers Agreement"); and

WHEREAS, nothing in this contract shall be construed in any manner to alter the existing legal relationship between the Cities of Blaine, Mounds View, and Spring Lake Park, or between any or all of the Cities and the Fire Department.

WHEREAS, the purpose of the Joint Powers Agreement has been and is to be effectuated in part through the acquisition, construction, furnishing and betterment of land, buildings and equipment for municipal fire protection, fire fighting, and related public health and welfare purposes; and

WHEREAS, the Cities enter into this contract pursuant to authority stated in their charters and applicable statutory provisions, and the Fire Department enters into this Agreement pursuant to authority of its Articles of Incorporation and By-Laws; and

WHEREAS, the Cities own certain land, buildings and other equipment and property used for fire protection and related public health and safety purposes; and

WHEREAS, the Cities and Fire Department intend that ownership of certain equipment, land, buildings and other property currently owned by the Fire Department will be conveyed to the Cities; and
WHEREAS, the Cities will by lease make available such property and equipment to the Fire Department; and

WHEREAS, the Fire Department is located in the Cities of Spring Lake Park and Blaine, and maintains a fully-equipped volunteer fire department which includes the necessary personnel, trucks, fire fighting equipment, and other appurtenances to provide fire protection service to the Cities; and

WHEREAS, the Fire Department needs and requires payments by the Cities and others to cover its estimated costs of operation for providing fire protection in the Cities.

NOW, THEREFORE, in consideration of the representations, warranties and agreements herein contained, and the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1
Conveyance of Property

1.1 The Fire Department shall convey all its real property by warranty deed and all its equipment and personal property used to provide fire protection services by bill of sale to the City of Blaine, which shall hold said property pursuant to the provisions of the Joint Powers Agreement. The Fire Department shall convey such property free and clear of all encumbrances. The Cities agree to lease all such property to the Fire Department under the Lease attached hereto as Exhibit A. All such real property, equipment and personal property (excluding replaceable, low cost items of limited useful life) shall be listed on Exhibit A. The lease term shall run concurrently with this contract.

ARTICLE 2
Services Provided

2.1 The Fire Department agrees to answer all calls for fire protection and related emergency services by sending out fire fighting equipment and personnel as soon as practical to such areas within the geographic limits of the Cities as designated by the official maps of the Cities, not including Metropolitan Airports Commission property, as requested by property owners in or residents of the Cities.

2.2 The Fire Department agrees to provide fire code inspection services as requested and paid by the respective Cities.

2.3 The Fire Department agrees to furnish fire service protection and personnel and such other related emergency services as requested by property owners in or residents of the Cities for the consideration set forth below, and agrees that its fire fighters will make every reasonable effort to attend all fires and related emergency occurrences when notified thereof. Provided, however, in the event the fire fighting equipment or some part thereof with attending personnel is engaged in fighting fires or in response to emergency calls within the Cities or is engaged pursuant to the Fire Department's agreements with the Metropolitan Airports Commission, the U.S. Army, the Capital City Mutual Aid Association, the City of Fridley Fire Department, the Anoka Fire Protection Council, the City of Andover Fire Department or other mutual aid agreements with
other communities, said Fire Department will respond to the call as soon as practical. The judgment of the Fire Chief, or the officer-in-charge of the Fire Department shall be final. Provided, further, that road and weather conditions are such that the fire run can be made with reasonable safety to the personnel and equipment of said Fire Department.

ARTICLE 3
Department Organization / Methods of Operation

3.1 The Fire Department agrees to remain at all times a nonprofit corporation under Minnesota Statutes Chapter 317A. It shall be operated exclusively to combat fires, prevent fires and perform other public safety assistance such as rescue work, emergency medical attention, natural or man-made disasters, or assistance to police.

3.2 The method of operation shall be determined by the Fire Department including, but not limited to, (i) apparatus response appropriate to each type of incident or condition; (ii) emergency or routine response; (iii) manning strength per station; (iv) location of apparatus; (v) fire dispatching procedures and protocols; (vi) membership in various fire-related associations; (vii) fire fighter training procedures; and (viii) all other activities usually associated with a Fire Department.

3.3 The Fire Department is an independent contractor and its members shall not be considered employees of the Cities paid by the Cities and shall not be entitled to any benefits usually accorded to regular employees of the Cities and paid by the Cities, including, but not limited to, such items as severance pay, health and welfare insurance benefits, retirement credit, workers' compensation coverage or other benefits normally considered to be employee fringe benefits for regular employees of the Cities.

3.4 The Fire Department agrees to maintain a minimum complement of 80 trained volunteer firefighters. In the event that sufficient volunteers cannot be recruited and maintained overall or at any station, the Fire Department shall notify the Cities and, thereafter, the parties shall mutually develop a solution.

3.5 No additional permanent part-time or full-time employees shall be hired unless specifically authorized by the Fire Department budget.

ARTICLE 4
Training

The Fire Department shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government.
ARTICLE 5

Payment

Payment for the services provided by the Fire Department shall be as follows:

5.1 Each City shall pay its share of the annual cost for fire protection to the Cities, which shares shall be determined, unless otherwise agreed by the Cities, using the following formula:

\[ A.C. = (F.C. + A.V.) \times (O.C. - O.R.) \]  

(2)

A.C. Annual Cost

F.C. The percentage that the total number of fire calls to each City for the previous three years bears to the total number of fire calls to the Cities of Spring Lake Park, Blaine, and Mounds View for the same period.

A.V. The percentage that the Assessed Valuation (unadjusted tax capacity valuation) of each City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities.

O.C. Total Budgeted Operating Cost as approved by the Cities.

O.R. Budgeted Non-City Revenues - to include only other contract funds.

5.2 The annual amount determined in 5.1 shall be paid in nine monthly installments by the 15th of each month as follows:

January - March 16% per month
April - September 8 2/3% per month

ARTICLE 6

Determination of Fire Department Budget

6.1 The annual Fire Department budget shall consist of the entire cost of operation of the Fire Department including the costs incurred by the Fire Department in financing the special fund of the Spring Lake Park Firemen's Relief Association, which shall be determined pursuant to the provision of Minnesota Statute 69.774.

6.2 Funds from non-City sources, including payments from the MAC, United States Army and mutual aid agreements shall serve as an offset against amounts required to be contributed by the Cities to the Fire Department Budget.

6.3 The Cities' Administrative Committee shall serve as a budget review committee. On or before June 15 of each year the Fire Department shall submit to the Cities' Administrative Committee a copy of the annual budget request for the succeeding year.
6.4 The Fire Department agrees to submit to the Cities a quarterly budget report and a copy of the Fire Department's annual financial report, as prepared by its certified public accountant, no later than June 15 of each year.

6.5 Since the operating expenses of the Fire Department are largely a function of the number and magnitude of fire calls which cannot be accurately predicted, and since unexpected or increased expenses can result from emergencies and other unforeseen circumstances causing expenditures in excess of anticipated and budgeted amounts, it is agreed that if it is determined at any time by the Fire Department and confirmed by the Cities that budgetary appropriations are or will not be sufficient to cover such unexpected or increased expenses, the Cities shall pay to the Fire Department each City's pro rata share (according to 5.1) of the funds necessary to meet the unexpected expenses.

6.6 It is agreed that continuity of fire protection services constitutes a top priority for the allocation of the Cities' financial resources. In the event of any annual revenue shortfall in one or more of the Cities, it is agreed that the Fire Department operating budget may be reduced on the same basis as budgets for other services involved in exercise of the safety services of the Cities; provided that (i) the Fire Department's basic financial needs will be met by the Cities and (ii) the application of any operating budget reductions will be determined by the Fire Department.

ARTICLE 7
Term and Renewability

7.1 This contract shall replace all previous fire protection service contracts between the respective Cities and the Fire Department. The term of this contract shall be for 10 years from January 1, 1994 to December 31, 2003. The contract shall be effective upon execution and shall be automatically renewed for successive 10-year periods on the same terms and conditions contained herein unless either party gives a six-month written notice to terminate this contract or renegotiate any portion thereof within the last year of any 10-year increment of this contract. In the event the term of this contract expires prior to the execution of a subsequent contract and during the time in which negotiations between the parties are proceeding there shall be a 90-day grace period commencing on the date of such expiration during which this contract shall continue in full force and effect.
ARTICLE 8
Payment of Operational Costs and Insurance

8.1 The Fire Department shall maintain insurance of the following types:

(a) Workers' Compensation
    State of Minnesota - Statutory
    Employer's Liability

(b) Comprehensive General Liability (including Premises-Operations; Independent
    Contractors' Protective; Products and Completed Operations; Broad Form
    Property Damage; Contractual)
    Bodily Injury: $1,000,000
    $1,000,000 products and completed operations.

(c) Personal Injury Liability (with employment-related exclusions deleted)
    Limit: $1,000,000 per occurrence

(d) Comprehensive Automobile Liability/Physical Damage (owned, non-owned, hired)
    Bodily Injury: $600,000 per person, per occurrence
    Property Damage: $600,000 per occurrence

(e) Errors and Omissions
    Limit: $1,000,000 per occurrence

(f) Excess Liability
    Limit: $1,000,000 per occurrence (aggregate)

(g) Crimes Coverage $150,000

    The Cities of Blaine, Mounds View, and Spring Lake Park shall be named as additional
    insureds.

    Insurance certificates evidencing that the above insurance is in force shall be submitted to
    the City of Blaine. The insurance certificates shall specifically provide that a certificate shall not
    be modified, canceled, or non-renewed except upon thirty (30) days prior written notice to the
    Cities.

ARTICLE 9
Duty of Care

The Fire Department shall not be liable in any way to the Cities or any inhabitant or
property owner thereof, or to any other person, firm, or corporation for failure of said Fire
Department to attend or put out a fire, except to the extent of its applicable insurance coverages.
ARTICLE 10
Benefit

This contract shall be binding upon and inure to the benefit of the successor of the Cities and the Fire Department. In the event the Joint Powers Agreement between the Cities is terminated, negated or no longer in force, each of the Cities shall become a party to a separate agreement with the Fire Department on the same terms and conditions as the then existing Contract to Furnish Fire Protection Service between the Cities and the Fire Department.

ARTICLE 11
Notices

Any notice required or permitted to be given under this contract shall be given in writing, and shall be sent by mail to the registered address of the Fire Department, the Administrative Committee or the Cities.

ARTICLE 12
Choice of Law

The provisions of this contract shall be construed in accordance with the laws of the State of Minnesota.

ARTICLE 13
Headings and Captions

The headings and captions of the paragraphs and articles of this contract are inserted for convenience or references only and shall not constitute a part hereof.

ARTICLE 14
Entire Agreement

This contract contains the entire understanding between the Cities and the Fire Department concerning the subject matter hereof, and the provisions applicable thereto cannot be amended, altered, enlarged, supplemented, abridged, modified, extended, or waived except in writing duly signed by all the parties hereto.

ARTICLE 15
Counterparts

This contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
ARTICLE 16
Miscellaneous

16.1 The Fire Department shall maintain fire stations and equipment leased from the Cities in good order and repair, subject to normal wear and tear, and in compliance with all state, federal and National Fire Department Association regulations for the maintenance and use of such stations and equipment.

16.2 The Cities shall indemnify and hold harmless the Fire Department and, only to the extent of its applicable insurance coverages, the Fire Department shall indemnify the Cities, and their respective volunteers and employees from any claims, suits, demands or causes of action arising out of loss or damage caused to a person, persons, or property by reason of the negligent acts or omissions of the respective parties' officers, employees or agents.

16.3 It is agreed that the Fire Department may contract to provide fire protection services to entities other than the Cities only upon the express authorization of the Cities, except for agreements existing at the date of this contract with the MAC, the U.S. Army, the Capital City Mutual Aid Association, the City of Fridley Fire Department, the Anoka Fire Protection Council, the City of Andover Fire Department or other mutual aid agreements.

IN WITNESS WHEREOF, the parties hereto have executed this contract effective the day and year first-above written.

CITY OF BLAINE, MINNESOTA:

By: ________________________________
    Its Mayor

By: ________________________________
    Its City Manager

Pursuant to authority granted by Blaine Resolution No. ________ adopted on the _____ day of ____________, 1993.

CITY OF MOUNDS VIEW, MINNESOTA:

By: ________________________________
    Its Mayor

By: ________________________________
    Its Clerk/Administrator

Pursuant to authority granted by Mounds View Resolution No. ________ adopted on the _____ day of ____________, 1993.
Pursuant to authority granted by Spring Lake Park Resolution No. ______ adopted on the ____ day of __________, 1993.
AMENDMENT NO. 1
TO CONTRACT TO FURNISH FIRE PROTECTION SERVICES
TO THE CITIES OF BLAINE, MOUNDS VIEW AND SPRING LAKE PARK

This Amendment is effective the 24th day of July, 1996 and is entered into by and between the cities of Blaine, Mounds View and Spring Lake Park (collectively, the “Cities”), each of which is a municipal corporation and political subdivision of the state of Minnesota, and the Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation (the “Fire Department”).

WHEREAS, the Cities and the Fire Department are parties to the Contract to Furnish Fire Protection Services to the Cities of Blaine, Mounds View and Spring Lake Park dated as of January 1, 1994 (the “Contract”); and

WHEREAS, the Cities and the Fire Department desire to amend the Contract as provided herein.

NOW, THEREFORE, and consideration of the representations, warranties and agreements herein contained, and the considerations hereinafter set forth, the parties hereto agree that Section 3.4 of the Contract is hereby amended and restated as follows:

3.4 The Fire Department agrees to maintain a minimum complement of 60 trained volunteer firefighters. In the event that sufficient volunteers cannot be recruited and maintained overall or at any station, the Fire Department shall notify the Cities and, thereafter, the parties shall mutually develop a solution. For the purposes of this Section 3.4, the term “firefighters” shall mean all personnel that are volunteers, including chiefs, prevention personnel and suppression personnel.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective the
day and year first-above written.

CITY OF BLAINE, MINNESOTA:

Dated: July 18, 1996

By: [Signature]
   "City Manager"

CITY OF MOUNDS VIEW, MINNESOTA:

Dated: June 24, 1996

By: [Signature]
   "Mayor"

By: [Signature]
   "Clerk/Administrator"

CITY OF SPRING LAKE PARK,
MINNESOTA:

Dated: 7-1-96

By: [Signature]
   "Mayor"

By: [Signature]
   "Clerk/Treasurer"

SPRING LAKE PARK FIRE
DEPARTMENT INC.:

Dated: July 24, 1996

By: [Signature]
   "President"

By: [Signature]
   "Secretary"
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SLP  | 7.963% | 7.994% | 8.692% | 8.655% | 8.608% |
MV   | 15.998% | 16.373% | 16.158% | 15.819% | 16.099% |
Blaine | 76.039% | 75.633% | 75.150% | 75.526% | 75.293% |
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