

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2833

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS
AND THE COLUMBIA RURAL FIRE PROTECTION DISTRICT**

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 20th day of December, 2010**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 20th day
of December, 2010**

DEC 20 2010

J. Ronald Colyer
City Clerk

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WHEREAS, the City Council of the City of Columbia, Illinois ("City") has found and determined and does hereby declare that it is in the City's best interests and appropriate to enter into an intergovernmental agreement with the Columbia Rural Fire Protection District ("District") concerning the possible annexation of City into District; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into such intergovernmental agreement.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize and direct the Mayor to execute and deliver an intergovernmental agreement entitled "An Intergovernmental Agreement Between the City of Columbia, Illinois and the Columbia Rural Fire Protection District", in the form attached hereto, containing various provisions and agreements between the parties in the event approval is obtained for the annexation of the City into District and District thereby assumes full responsibility for the provision of public fire protection within the geographic boundaries of City (as part of District), which intergovernmental agreement is hereby approved as to form, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Oberkfell moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Row, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberkfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

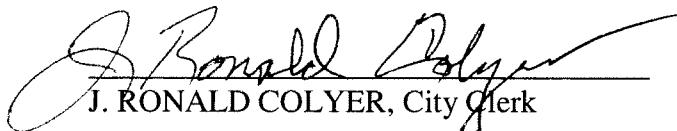
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 20th day of December, 2010.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

I further certify that on the 20th day of December, 2010, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2833 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND THE COLUMBIA RURAL FIRE PROTECTION DISTRICT ”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2833, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on December 21st, 2010 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 20th day of December, 2010.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2833, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND THE COLUMBIA RURAL FIRE PROTECTION DISTRICT ”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 20th day of December, 2010.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 20th day of December, 2010.


J. RONALD COLYER, City Clerk

(SEAL)

RECEIVED

DEC 28 2010

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND
THE COLUMBIA RURAL FIRE PROTECTION DISTRICT

CITY OF COLUMBIA, IL

This Intergovernmental Agreement is made and entered into by and between the City of Columbia, Illinois (City) and the Columbia Rural Fire Protection District (District) effective the last date written below, as follows:

PREMISES FOR AGREEMENT:

WHEREAS, the City of Columbia, Illinois and the Columbia Rural Fire Protection District currently sponsor a common fire department which renders fire protection and other emergency services to the residents and property owners within City and District;

WHEREAS, City desires to annex into the District and become a part of District pursuant to the provisions of Section 3 of the Illinois Fire Protection District Act (70 ILCS 705/3), and it is contemplated that petitions will be circulated and filed to place the question of such annexation before the voters of City at the April 2011 election,

WHEREAS, District concurs with the desire of City to annex into District, since this will improve the long run financial capability of District to provide public fire protection services within District,

WHEREAS, Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220) authorize City and District as units of local government to enter into agreements between themselves for the exercise, jointly, of any power or authority that either may exercise individually, including the provision of public services; and

WHEREAS, City and District consider it to be in their respective best interests to set out the terms under which the transition of the operation and governance of the fire department and the provision of public fire protection services will be carried out upon approval of the annexation of City into District by referendum;

NOW, THEREFORE, THE PREMISES CONSIDERED, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Each of the foregoing recitals set forth in the preamble to this Agreement are expressly incorporated herein and made a part of this Agreement.

Section 2. It is agreed that following approval of the annexation of City into District, District will assume full responsibility for the provision of public fire protection within the geographic boundaries of City, as part of District, and City will be relieved of such responsibility. Following such transfer of authority, District will have jurisdiction over and full responsibility for the Fire Department, its personnel, and its operations, and City will be relieved of such responsibilities. The Office of the State Fire Marshal will be notified of the annexation and transfer. Such transfer of authority shall occur within thirty days of the date the Circuit Court of Monroe County enters an order confirming the election results and declaring the annexation to have occurred. The date of the transfer of authority will be referred to in this Agreement as the "effective date". The City and District mutually agree to specifically define the "effective date" as soon as reasonably possible after the Circuit Court of Monroe

County enters an order confirming the election results and declaring the annexation to have occurred.

Section 3. It is agreed that within thirty days of the effective date, the Board of Trustees of District will adopt an ordinance pursuant to the authority of Section 4.01 of the Illinois Fire Protection District Act (70 ILCS 705/4.01) to expand the size of the Board of Trustees of District from three members to five. It is agreed and understood that the appointing authority (Monroe County Commissioners) will be requested to make the additional appointments to the Board of Trustees to reflect a geographic and population balance on the Board taking into account the addition of City into District so that the initial two additional appointments would be City residents. City and District also understand that once the size of the Board of Trustees of District has been increased to five members, state statute provides procedures for the makeup of the Board to increase in size from five members to seven members, and also allows for members of the Board to move from appointment to election.

Section 4. It is agreed that within thirty days of the effective date, the Board of Trustees of District, pursuant to Section 6 of the Illinois Fire Protection District Act (70 ILCS 705/6), will adopt an ordinance changing the name of the District to "Columbia Fire Protection District".

Section 5. In order to provide funding for the fire department in the same manner as is currently being provided by City to support the current level of operations, it is agreed that City will continue to maintain in its municipal budget an appropriation for fire protection and fire department operations and continue

funding such budgetary amounts until District begins receiving increased real estate tax revenues as a result of City's annexation into District, and the resultant increase of District's equalized assessed valuation ("EAV") by adding City's EAV to its property tax base, to fund additional expenses of the fire district due to such annexation. City represents that it will continue such fire department funding in an amount similar to the funds provided for fire protection services during the past several years; District represents that it will continue the operation of the fire department as it has during the past several years, including the incorporation of the City's expenses into those of the District prior to the annexation, in a fiscally prudent manner. In the event of unforeseen circumstances resulting in the increase of the District's budget (beyond that of the past several years, after incorporating the expenses of City for fire protection services), City and District agree to meet and determine each party's responsibility for the funding of such unforeseen expenses. City and District acknowledge that the earliest the District will be able to levy taxes with the City's EAV included in District's property values is for the District's 2011 - 2012 fiscal year (with those taxes being received in the second half of 2012), and City's support will continue until District begins receiving such real estate taxes. In no event will City's funding of District's fire protection services be less than the amount of funds City has accumulated due to the receipt of taxes levied and received for such fire protection services.

Section 6. Until such time as District commences to receive the proceeds of the foreign fire insurance company

tax, any such tax received by City will be transferred by City to District. Following annexation of City to District, District will, if necessary, adopt an ordinance imposing the foreign fire insurance company tax throughout the District.

Section 7. The funding of the fire department expenses by City pursuant to Section 5 will be made available to District for the operation of the fire department and will be transferred to District by City upon request by District following the effective date to assist in funding the operation of the fire department; said funding will occur on a basis similar to the proportionate split of expenses between City and District that has occurred in the past several years, unless otherwise agreed to herein or in agreements resulting herefrom. District will provide City with substantiation for the expenses of the fire department which are being funded by City, which expenses will be incurred in a fiscally prudent manner similar to past years' operations after incorporating the expenses of City for fire protection services.

Section 8. It is agreed that District will lease the current fire station and fire station property from the City for One Dollar per year. The lease by City will be on the condition that District will be allowed to continue to occupy and use the fire station for the housing of the District's equipment and be able to continue the operation of the fire department at the same level of usage as is currently occurring from and after the effective date. District will assume all expenses associated with the routine maintenance & repairs of the fire station. The City and District will mutually agree on the need to make major repairs. The City and District will also mutually agree to

work in good faith to determine which party is responsible for paying for said major repairs. The District will provide insurance coverage for the fire station property, subject to reimbursement by the City for that portion of the square footage of the fire station which is used by the City for its ambulance service or pursuant to any other arrangements agreeable to City and District. The amount of liability insurance coverage provided by the District will be in amounts of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The City will be named as an additional insured on said general liability insurance policy. District will be responsible for gas, electric, water, sanitary sewer, and trash services associated with its occupancy of the fire station. These amounts will be based on District's actual usage where this can be determined or on the percentage of square foot usage the district maintains in the entire Public Safety Complex, provided that this provides a reasonable estimate of District's portion of these expenses. It is agreed that should City or District desire at any time in the future to terminate the lease of the fire station by District from City, the party desiring to terminate the lease will provide the other party with not less than 18 months prior written notice. The specific terms of the lease will be contained in a separate lease agreement between the City and District.

Section 9. It is agreed that City will transfer ownership and legal title to District of all fire fighting apparatus and equipment, fire training equipment, radio equipment, and the contents, fixtures, and furnishings in the present fire station which it currently owns for a consideration of One Dollar and the assumption by the

District of the responsibility for provision of public fire protection within City as part of District. Such transfer will be made within thirty days of the effective date and City agrees, by and through its duly authorized officers, to execute and deliver to District documents of transfer and conveyance as may be required to effect the transfer of Ownership. District agrees that all such vehicles and equipment received by transfer from City shall be maintained, insured, and used in the same manner as all other equipment of District for purposes of providing fire protection within District's jurisdiction. It is further mutually agreed and acknowledged by the parties that the payment and consideration herein set forth satisfies all requirements of Section 9 of the Illinois Fire Protection District Act (70 ILCS 705/9). Notwithstanding the above, this paragraph does not apply to the Platform apparatus that is discussed in Section 10 of this Agreement.

Section 10. The District agrees to fund the debt service attributable to the 2008 Pierce Velocity 100 ft. Platform at an average annual rate of approximately \$70,500.00 commencing on the "effective date" as defined pursuant to Section 2 of this Agreement. These payments will continue for the balance of term of the financing used by the City to procure the Platform apparatus or until the balance attributable to the Platform has been fully paid by District's payments, whichever first occurs. Should City refinance the debt which includes the cost of the Platform apparatus to lower the cost of the financing, the annual payments to be made by the District will be adjusted accordingly. The specific terms of the financing, insurance coverage and later transfer of the Platform

apparatus will be contained in a separate lease-purchase agreement.

Section 11. It is agreed that from and after the effective date City will not charge District fire hydrant rental or any similar charge for use of City's water supply system to provide public fire protection services.

Section 12. It is agreed and understood that this Agreement shall take effect only upon the approval of the contemplated annexation of City into District and that if such annexation does not occur, this Agreement will be of no effect.

Section 13. Each of the parties agrees to adopt whatever enabling ordinances or resolutions which may be required to approve and carry out this Agreement and to authorize the respective officers of City and District to execute this Agreement and any other documents which may be required to carry this Agreement into effect, including, but not limited to, bills of sale, certificates of title, and vehicle title and registration transfer documents.

Section 14. It is agreed that District shall maintain the employment of any full or part time employee(s) of the City associated with the fire department. Said employee(s) will maintain their current rate of pay as of the effective date of this agreement. This shall not, however, preclude the District from making adjustments, including the release, of any employee in the event it is determined by the District's Board of Trustees that such adjustments are in the best interest of the District.

Section 15. It is agreed that District will pay dispatching fees to the City in the amount of \$6,229.00 (Six thousand two hundred twenty-nine dollars) with an increase of five percent each year. District agrees to keep

dispatching within the City's Dispatching Control Room as long as the City maintains the Control Room, provided that City's dispatching service adequately meets the requirements of the Fire Department and any applicable federal, state, or local requirements for such services. The specific terms of this dispatching arrangement will be contained in a separate dispatching agreement.

Section 16. This Agreement is subject to City and District reaching an understanding on the separate agreements that are mentioned in this document prior to the Annexation Petition being filed with the Monroe County Circuit Clerk's office.

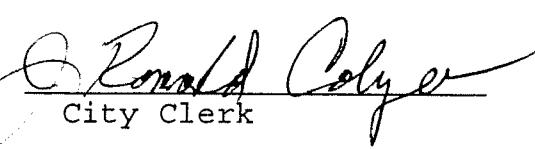
IN WITNESS WHEREOF, THE PARTIES, BY THEIR DULY AUTHORIZED OFFICERS, HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE THE LAST DATE WRITTEN BELOW.

CITY OF COLUMBIA, ILLINOIS

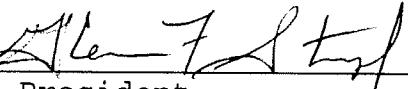
By: 
Mayor

Date: 12-28-10

ATTEST:

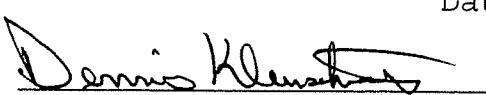

Ronald Colyer
City Clerk

COLUMBIA RURAL FIRE PROTECTION DISTRICT

By: 
President

Date: 12/28/10

ATTEST:


Dennis Klemmer
Secretary