

TO: Dan Chanzit, Chairman, Governmental Services

FROM: Laura Newman, City Administrator

DATE: March 16, 2022

RE: RES 22-045-R AUTHORIZING EXECUTION OF AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE BATAVIA TOWNSHIP AND COUNTRYSIDE FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES

This is a resolution providing authorization for the Mayor to execute an amended intergovernmental agreement between the City of Batavia and the Batavia Township and Countryside Fire Protection District for the Batavia Fire Department to provide fire protection services to the properties within their jurisdiction.

The District levies property taxes to pay its obligations under the agreement. In the amended agreement under consideration, the District is agreeing to pay to the City of Batavia for fire protection services:

\$250,000 of the tax year 2022, payable in 2023

\$254,000 of the tax year 2023, payable in 2024

\$258,000 of the tax year 2024, payable in 2025, and

\$262,000 of the tax year 2025, payable in 2026

The increases provided under the amended agreement are deemed sufficient to compensate the City for providing fire protection services.

Therefore, staff recommends that the Committee of the Whole recommends approval by the City Council of RES 22-045 Authorizing Execution of an Amended Intergovernmental Agreement with the Batavia Township and Countryside Fire Protection District for Fire Protection Services.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 22-045-R**

**AUTHORIZING EXECUTION OF AN
AMENDED INTERGOVERNMENTAL
AGREEMENT WITH BATAVIA TOWNSHIP
& COUNTRYSIDE FIRE PROTECTION
DISTRICT FOR FIRE PROTECTION
SERVICES**

WHEREAS, the City of Batavia and the Batavia Township & Countryside Fire Protection District (District) have previously entered into a certain Intergovernmental Agreement approved by Resolution 19-082-R and adopted on July 15, 2019, which Agreement stated that the City would provide fire protection services through its fire department to the residents of the District in exchange for payment of certain sums of money collected by tax levy and received from other sources by the District; and

WHEREAS, said agreement remains in effect until such time in 2022 that a subsequent agreement is adopted and both parties desire to extend the beneficial relationship; and

WHEREAS, representatives of the City and the District have reached an Agreement with respect to the terms and conditions of an Amended Intergovernmental Agreement for the provision by the City of fire protection services for the residents of the District; and

WHEREAS, the terms and conditions of the new Agreement are fair and equitable, and it is in the best interests of the City that the Intergovernmental Agreement be approved and executed;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

CITY OF BATAVIA, ILLINOIS RESOLUTION 22-045-R

SECTION 1. The Mayor and City Clerk are authorized to execute the Intergovernmental Agreement for Fire Protection Services with the Batavia Township & Countryside Fire Protection District, a copy of which is attached hereto as EXHIBIT “1.”

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 4th day of April 2022.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 4th day of April 2022.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	Baerren					Solfa				
2	Leman					Wolff				
3	Ajazi					Chanzt				
4	Malay					Connolly				
5	Uher					Beck				
6	Cerone					Russotto				
7	Vogelsinger					Miller				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	0 Abstention(s)					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Kate Garrett, City Clerk

**AMENDED--INTERGOVERNMENTAL AGREEMENT
FOR FIRE PROTECTION SERVICES**

This agreement, made and entered into this _____ day of _____, 2022 by and between the CITY OF BATAVIA, ILLINOIS, an Illinois Municipal Corporation (hereinafter "City"), and the BATAVIA TOWNSHIP & COUNTRYSIDE FIRE PROTECTION DISTRICT, a duly organized Illinois Fire Protection District (hereinafter "District"),

WITNESSETH:

WHEREAS, the parties to this Agreement are Units of Local Government, as provided for in the 1970 Illinois Constitution (Article VII); and

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10), and the Illinois Compiled Statutes (Chapter 5, Section 220/1, *et. seq.*) provide authority for intergovernmental cooperation; and

WHEREAS, the City operates a full time fire department for the needs of the residents of the City; and

WHEREAS, the District territory lies outside the corporate limits of the City, but is adjacent thereto; and

WHEREAS, the District is in need of obtaining fire protection services from the City for the residents of the District; and

WHEREAS, the City is in the position, for fair consideration, to furnish such fire protection service to the residents of the District; and

WHEREAS, the laws of the State of Illinois specifically permit a fire protection district to contract with any municipality lying adjacent to said fire district for fire protection services; and

WHEREAS, the territory, as set forth in the map of the District, is on file in the Office of the County Clerk of the County of Kane, State of Illinois, and in the Office of the City Clerk of the City of Batavia, Illinois; and

WHEREAS, the parties have, in the past, had Agreements between them

relating to the City's furnishing fire protection services to the residents of the District;
and

WHEREAS, the parties are desirous of entering into a new Agreement with regard to such fire protection service and have reached certain agreements and understandings with respect thereto;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The representations and recitals hereinabove set forth are incorporated herein by reference, as though the same were fully set forth herein verbatim.

2. Subject to the terms and provisions of this Agreement, the City hereby agrees to furnish fire protection services to all properties situated within the territory of the District through the City's Fire Department, commencing on the date this Agreement is approved by both parties and shall remain in effect until such time a subsequent Agreement is negotiated and fully executed in 2026.

3. Periodically, the City shall make a survey of all property located within the territory of the District to determine the availability of water supply and to acquaint itself with the location of property, in order to more efficiently extinguish any fire which may occur. The City shall furnish, through its Fire Department, available water to combat any fire within the District, as well as other fire fighting equipment in its possession. For fire protection purposes, the Fire Department shall use its best efforts to treat the City and the District as a single area of responsibility. The parties acknowledge that this does not place an obligation upon the City to construct additional facilities, and further that, due to the low-density, semi-rural nature of much of the land within the District, and the related distance from City's facilities, that response time may not be equivalent to response times within the corporate limits of Batavia.

4. The District agrees to levy, in all years in which this Agreement may be in effect, a tax upon all taxable property within the territorial limits of the District in such amount as will equal the maximum tax levy of such amount to meet the terms set forth in Paragraph 5 below, and permitted to be levied by the District limited only by the District's legal taxing limit, the Property Tax Extension Limitation Law (PTELL), and other valid legal limitation. Additionally, the District shall remit all funds received as payments received from interests on accounts and the State of Illinois Personal Property Replacement Tax.

5. During the term of this Agreement, the District shall pay to the City an

amount equal to all monies received on account of taxes levied by the District during each year, less only monies allocated for administrative costs and expenses of the District during the taxable year. During the term of this Agreement, the District shall pay to the City no less than \$250,000 of the tax year 2022 payable in 2023, \$254,000 for the tax year 2023 payable in 2024, \$258,000 for the 2024 tax year payable in 2025, and \$262,000 for the 2025 tax year, payable in 2026.

6. In the event the City by ordinance or otherwise, annexes property currently located within the boundaries of the District into the Corporate Limits of the City, the District obligation as set forth in Paragraph 5 above, shall be reduced by the amount of the lost tax revenues to the District of the property annexed by the City. Additionally, the District's obligation for payment to the City shall be reduced by the amount of lost tax revenue regarding any property disconnected from the District by agreement with any Fire District adjacent to the District.

7. The District agrees that, each year, prior to the passage of its annual appropriations and budget ordinances, the District will inform the City as to the amount of money proposed to be budgeted for administrative costs and expenses of the District for that year by sending a copy of Tentative Budget to the City. In addition, the District agrees that, prior to the preparation of, and public hearing relating to, the tax levy ordinances each year, the District will communicate with the City with respect to the calculation and amount of the proposed levy, and, in turn, the City agrees to extend its full assistance and cooperation to the District to provide appropriate equalized assessed valuation and other pertinent information and assistance, so that the maximum possible tax levy can be computed.

8(a) The District shall remit to the City tax collections it receives within sixty (60) days of receipt; provided, however, that the District may withhold from the first of such payments an estimated amount necessary to pay the administrative expenses of the District for the balance of that particular fiscal year, including the estimated amount necessary to pay the administrative expenses in May of the following fiscal year.

(b) The District may also withhold from said first payment an amount necessary to replenish the Reserve Fund so as to maintain that Fund at the Five Thousand Dollar (\$5,000.00) amount. Replenishment of the Reserve Fund shall take place each year at the time of the first payment to the City unless extenuating circumstances require otherwise and when agreed to by the parties.

9. The District agrees that if, during the time this Agreement is in effect, the City adopts or modifies ordinances pertaining to fire protection or its fire department, the District (following notice of same by the City) will promptly adopt any such modifications or ordinances.

10. The City agrees to allow use of its fire stations at no cost to the

District for the purposes of holding meetings of the District, provided that meetings are scheduled and coordinated with the Fire Department Officials to insure availability of said facilities.

IN WITNESS WHEREOF, the undersigned Governmental Units have caused this Agreement to be duly executed on the day and date first above written.

CITY OF BATAVIA, ILLINOIS
an Illinois Municipal Corporation

BATAVIA TOWNSHIP & COUNTRY-
SIDE FIRE PROTECTION DISTRICT

By: _____
Its Mayor

By: _____
President, Board of Trustees

Attest:

Attest:

By: _____
Its City Clerk

By: _____
Secretary, Board of Trustees