



City of East Moline Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: **October 18th, 2010**

TIME: **“Immediately Following the
Regular Council Meeting”**

1	Tax Levy – 2 nd Presentation	Jim Hughes
2	Barstow Fire Protection Agreement	DeFrance/Phares
3	Group Home	VanRaes/Phares

East Moline Firefighters Pension Fund

915 16th Avenue
East Moline, IL 61244
(309) 755-7245

October 11, 2010

MEMO

To: Jim Hughes,
Finance Director

From: Mark Knobloch,
Secretary, East Moline Firemen's Pension Fund

Re: 2010 Tax Levy reduction

After discussion with board president, Jay McCowan, and consultation with board attorney, Cary Collins, we agree that, in light of the current economic conditions, the East Moline Firemen's Pension Fund will support your recommendation to reduce the level of funding to the Firemen's Pension Fund for the fiscal year 2010-2011 by \$186,864. We would agree to this one-time funding reduction as long as the city would agree to enter into a contract with the Firemen's Pension Fund to increase the level of funding to the Pension Fund for the fiscal year 2011-2012 by \$258,728, as per your recommendation. We agree this would offset what the Fund would be underfunded this year and make it whole, and not effect it's funding rate in the long term.

Per our discussion yesterday with the fire pension trustees, fire union representatives Mark Loy and Tom Cassidy, police union representative Shawn Roselieb and the police pension trustees regarding the upcoming City of East Moline tax levy, the police pension fund would not object to the fire pension tax levy being reduced this year with the understanding that it will be repaid with the following year's tax levy.

John W. Reynolds, Secretary
East Moline Police Pension Fund
915 16th Avenue
East Moline, Illinois 61244
(309) 752-1552

AGREEMENT BETWEEN THE CITY OF EAST MOLINE, ILLINOIS AND THE BARSTOW FIRE PROTECTION DISTRICT REGARDING THE ANNEXATION OF PROPERTY WITHIN THE DISTRICT

This Agreement is entered into by and between the City of East Moline, Illinois, a municipal corporation, herein called "the City", and the Barstow Fire Protection District, Rock Island County, Illinois, herein called "the District."

WHEREAS, the City recognizes the importance of the District in protecting lives and property in their rural area, and the City recognizes the importance of keeping the District, financially viable, and

WHEREAS, the District also recognizes the right of the City in their expansion plans past their current boundaries, that economic development would not be possible without City services, and the increased benefits to the current residents of the district by allowing the City to proceed with annexation , and assisting their efforts to provide further services to these residents, and

WHEREAS, the City duly passed and adopted an Ordinance on December 1, 2008, annexing certain property to the City of East Moline, which property was within the Barstow Fire Protection District, a copy of said ordinance being attached hereto as Exhibit "A", and

WHEREAS, the District has the right, pursuant to 70ILCS Sec. 705/20, to file its Petition Objecting to Disconnection of Property from its fire protection district, and the parties have agreed to extend the statutory deadline for filing any such action, and to enter into this agreement setting forth their agreement as to their future rights and obligations with respect to said annexation.

NOW THEREFORE, in consideration of the mutual promises as set forth herein, and for other good and valuable consideration, it is agreed by the parties as follows:

1. The property annexed by the City by ordinance adopted on December 1, 2008, shall no longer be a part of the District. In order to keep the district financially whole, the City shall reimburse the District 100% of the levy previously collected by the District, based on the last assessment prior to annexation, and shall increase said payment annually based on the Consumer' Price Index (CPI).

2. For non-TIF and unimproved vacant land that has been annexed, the reimbursement paid to the District shall be calculated as above. If and when improvements are made, the City shall elect whether to

provide fire protection service for the improved property, and give written notice to the District within 30 days after issuance of the building permit by the City. If the City elects to provide fire protection service, the City shall receive all tax revenues based upon the fire protection tax levy as to the improvement portion of the property tax assessment. If the City elects not to provide fire protection service, and the District agrees to provide service, the District shall receive 100% of the fire protection tax levy revenue as received by the City, on an annual basis.

3. For vacant land that is annexed, and the City Council deems to be included in a Tax Increment Financing District (TIF), the District reimbursement will be calculated as outlined in paragraph #1. When improvements are made to these properties, all incremental tax revenues will be deposited to and disbursed from a special TIF fund to be used as provided by statute.

4. The City will not be responsible for any debt incurred by the District.

5. The City will offer to provide fire protection and emergency medical services for any property that is disconnected by annexation.

6. All territory that has been previously annexed to the City, and disconnected from the District, which territory is located east of Interstate 80 and was annexed by the City on December 1, 2008, and for which the City has been providing fire protection and emergency medical services, shall, upon approval and execution of this agreement by the Parties, receive fire protection and emergency medical services from the District. The City has the right of "first refusal" to provide fire protection and emergency medical services to any property in the District, before fire protection and emergency medical services for the property is contracted to another district. If the City assumes fire protection and emergency medical services for all property in the territory disconnected from the District, the District shall forfeit all future revenues to the City.

7. It is agreed that the District shall have jurisdiction over all territory, as annexed to the City, which is located south of the north right of way line of Interstate Route 88 extending to Interstate Route 80, and all territory located east of the west right of way line of Interstate Route 80, extending from Route 88 to the railroad tracks, and shall include the cloverleaf at the 80-88 interchange. In addition, the District shall have jurisdiction over Barstow Road from its intersection with Routes 5 & 92, and extending easterly to the East Moline municipal boundary. The transfer of jurisdiction shall include the exclusive right to provide all fire protection and emergency services within said designated area, and shall further include the right to charge out of district residents for services rendered to motor vehicle crashes.

8. It is further agreed that the District shall have jurisdiction over that portion of Barstow Road which extends from Route 5 easterly to the East Moline municipal boundary. All transfer of jurisdictions from the City to the District, as set forth in this Paragraph 8, and in Paragraph 7, are described and set forth on the map attached hereto as Exhibit "A."

9. It is agreed that this agreement shall be binding upon the parties upon approval by the governing boards of the City and the District, and may be terminated by either party after October 1, 2015, upon 90 days written notice to the other parties.

10. Written notification shall be made to the parties as follows:

To the City:

The Fire Chief
East Moline Fire Department
915 16th Avenue
East Moline, IL 61244

Mayor of the City of East Moline
912 16th Avenue
East Moline, IL 61244

City Administrator
City of East Moline
912 16th Avenue
East Moline, IL 61244

To the District:

Barstow Fire Protection District
108 186th Street
POB 124
Barstow, IL 61236

The undersigned Agreement made and entered into on the _____ day of _____, 2010.

CITY OF EAST MOLINE, ILLINOIS

By _____
Its Mayor

ATTEST:

City Clerk of the City of
East Moline, Illinois

BARSTOW FIRE PROTECTION DISTRICT

President

ATTEST:

Secretary

