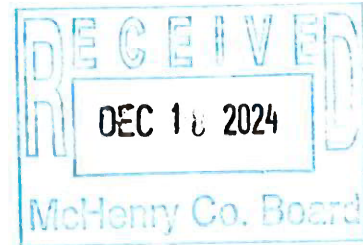
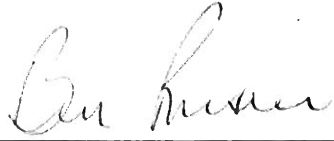


December 2024
Report of the Decennial Committee
for the
Crystal Lake Rural Fire Protection District

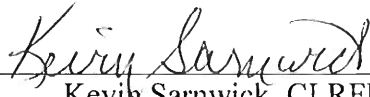


On this day, December 17, 2024, we, the members of the Decennial Committee of the Crystal Lake Rural Fire Protection District submit this report.



Ben Rusin, interested community member

Steve Ahsmann, interested community member



Kevin Sarnwick, CLRFPD Trustee



Greg Danielson, CLRFPD Trustee

Brian Wolek, CLRFPD Trustee



Table of Contents

Introduction	i
Chapter 1 - Creation of a Fire Protection District to be know as Cystal Lake Rural Fire Protection District	1.1
Chapter 2 - Contract for Fire and Rescue Services between the Crystal Lake Rural Fire Protection District and the City of Crystal Lake	2.1
Chapter 3 - Map of the boundries of the Crystal Lake Rural Fire Protection District	3.1
Chapter 4 - District tax rate compared to other districts in McHenry County	4.1
Chapter 5 - District Board of Trustees	5.1
Chapter 6 – Annual processes	6.1
Chapter 7 – Budgets and Levys	7.1
Chapter 8 – PTELL	8.1
Chapter 9 – Finances	9.1
Chapter 10 – Suppliers	10.1
Appendix A - Creation of a Fire Protection District to be know as Cystal Lake Rural Fire Protection District	A.1
Appendix B - Contract for Fire and Rescue Services between the Crystal Lake Rural Fire Protection District and the City of Crystal Lake	B.1

Introduction

The Crystal Lake Rural Fire Protection District Decennial Committee

present the Crystal Lake Rural Fire Protection District Decennial Committee report.

The Decennial Committee members are:

Ben Rusin, interested community member
Steve Ahsmann, interested community member
Kevin Sarnwick, CLRFPD Trustee
Greg Danielson, CLRFPD Trustee
Brian Wolek, CLRFPD Trustee

The task of the Crystal Lake Rural Fire Protection District is simple. The District collects taxes from property owners in the District and forwards the monies to the City of Crystal Lake in return for the services of the Crystal Lake Fire Rescue Department.

The District has no employees, equipment or facilities.

The usual expenses include the costs for the City Fire Rescue services, an attorney, an accountant, an auditor, publication of legal notices in a newspaper, stipends for three trustees and trustee training.

Even with the few responsibilities, the trustees must apply statutes and rules for conducting the business of the District. The trustees must be knowledgeable in their actions.

The following pages will acquaint you with the workings of the District.

Chapter 1

Creation of a Fire Protection District to be know as

Crystal Lake Rural Fire Protection District

August 24, 1972

Summary: The Crystal Lake Rural Fire Protection District was formed August 24, 1975.

The City of Crystal Lake had a volunteer fire department which served the city and surrounding area. The department needed funds for a fire truck. Interested persons realized that the area outside Crystal Lake should pay for the service they were receiving. The idea of a taxing district developed. A referendum was held and voters approved formation of the District.

Appendix A contains a copy of the court order affirming formation of the District.

Chapter 2

Contract for Fire and Rescue Services between the Crystal Lake Rural Fire Protection District and the City of Crystal Lake

Contract Summary:

The contract was approved June 21, 2011 to run to April 30, 2016.

The contract is renewable at 5 year intervals, finally expiring April 30, 2026

The District shall adopt the same fire code as the City.

The District shall Levy each year a dollar amount that allows the District to collect the greatest dollar amount in taxes that is allowed under PTELL.

Payments:

The District remits to the City an amount of 90.5% of the rate extended on the PTELL Extension worksheet in payment for Fire and Rescue Services for each fiscal year.

The District additionally will provide the City, during each 5 year contract period, \$415,000.00 for capital item purchases.

The City has a non-resident ambulance fee, which will apply to ambulance services in the District.

Any Fire Code inspection fees collected in the District will be remitted to the City.

Any Fire Code violation penalty fees collected in the District will be remitted to the City.

Any impact fees the District is entitled to collect, within the City's 1.5 mile planning jurisdiction, shall be remitted to the City.

Appendix B contains a copy of the Resolution of the District to authorize the contract between the District and the City and a copy of the contract.

Chapter 3

Map of the boundaries of the Crystal Lake Rural Fire Protection District

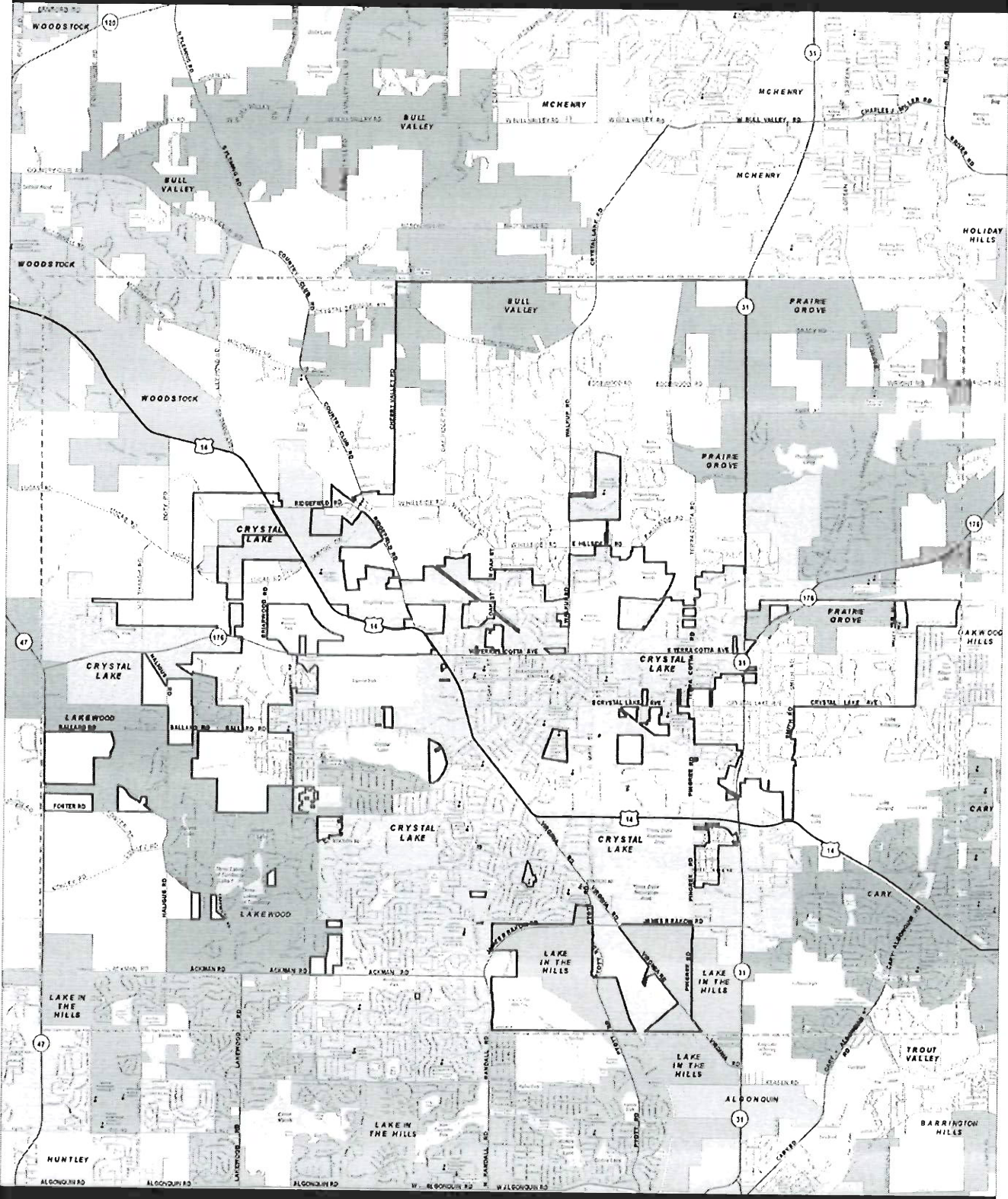
Notes: Following is a low resolution version of the map. A high resolution pdf file is available upon request.

The map was created 8/8/2020. Since then, a few (roughly 10-20) properties have been removed from the District boundaries and annexed into the City of Crystal Lake.

The District boundaries, in places, run to the East beyond Valley View Rd, to the West to IL Rt. 47, to the North beyond Crystal Springs Road, and to the South into Lake in the Hills, including the airport.

It is interesting to note that there are pockets of unincorporated McHenry County located within the City of Crystal Lake boundaries that also fall under the District's domain.

Crystal Lake Rural Fire District



Legend

Municipalities

- Woodstock
- Bull Valley
- Crystal Lake
- Lake in the Hills
- Algonquin
- Huntley
- Prairie Grove
- Lake Wood
- Lake in the Hills
- Trout Valley
- Barrington Hills

McHenry County Roads

- Highway
- County Road
- Local Road
- Private Road
- Other

Crystal Lake Fire Stations

Fire Station	Address
# 1	100 W Woodstock St
# 3	844 Virginia Rd
# 4	8705 Bard Rd



1 inch = 1,500 feet

Chapter 4

District tax rate compared to other districts in McHenry County

Notes:

The tax rate is the percentage applied to the value of a property to determine the tax owed on that property to pay for the associated government service.

The District's tax rate is one of the lowest of the Fire Protection Districts in McHenry County.

The District is served by the Crystal Lake Fire/Rescue Department. This department provides very professional, very well trained in the most areas of rescue, very well equipped fire fighters and paramedics.

Opinion: The District's lower tax rate combined with the quality of service delivers an excellent value for protection for its constituents.

Following is a schedule of tax rates for all the fire districts in McHenry County, for the past three years. This data is from PTELL tax extension worksheets. (The extension worksheets are later described in more detail.)

Schedules of fire district tax rates - 2021-2023

Department/District	2023 Rate	
WOODSTOCK FIRE RESCUE	0.920486	The rate for property owners in the Crystal lake Rural Fire Protection District is the fourth lowest in the County. Opinion: The City of Crystal Lake Fire Rescue Department provides unsurpassed staffing, equipment, and variety of rescue services.
ALG LITH FIRE DIST	0.918108	
FOX RIVER GROVE FIRE	0.719444	
NUNDA RURAL FIRE	0.719139	
HUNTLEY FIRE DIST	0.700438	
WAUCONDA FIRE DIST	0.644992	
RICHMOND FIRE DIST	0.634238	
BARRINGTON CTRY FIRE	0.580687	
SPRING GROVE FIRE	0.569250	
CARY FIRE DIST	0.535644	
WONDER LAKE FIRE	0.521510	
FOX LAKE FIRE DIST	0.520669	
MCHENRY FIRE DIST	0.496953	
CRYSTAL LAKE RURAL FIRE	0.452865	
HEB ALD GRW FIRE	0.443522	
MARENGO FIRE DIST	0.386214	
HARVARD FIRE DIST	0.348116	
UNION FIRE DIST	0.342303	

Department/District	2022 Rate	Department/District	2021 Rate
WOODSTOCK FIRE RESCUE	0.940172	WOODSTOCK FIRE RESCUE	0.958230
ALG LITH FIRE DIST	0.924217	ALG LITH FIRE DIST	0.940841
NUNDA RURAL FIRE	0.763335	NUNDA RURAL FIRE	0.754649
HUNTLEY FIRE DIST	0.713532	HUNTLEY FIRE DIST	0.727368
FOX RIVER GROVE FIRE	0.691071	FOX RIVER GROVE FIRE	0.695137
WAUCONDA FIRE DIST	0.677905	WAUCONDA FIRE DIST	0.677216
RICHMOND FIRE DIST	0.677106	RICHMOND FIRE DIST	0.676322
BARRINGTON CTRY FIRE	0.609499	FOX LAKE FIRE DIST	0.619045
FOX LAKE FIRE DIST	0.603440	SPRING GROVE FIRE	0.603691
SPRING GROVE FIRE	0.598889	WONDER LAKE FIRE	0.553515
WONDER LAKE FIRE	0.558815	BARRINGTON CTRY FIRE	0.553299
CARY FIRE DIST	0.529293	CARY FIRE DIST	0.541248
MCHENRY FIRE DIST	0.501862	MCHENRY FIRE DIST	0.510603
HEB ALD GRW FIRE	0.452404	HEB ALD GRW FIRE	0.472222
CRYSTAL LAKE RURAL FIRE	0.447332	CRYSTAL LAKE RURAL FIRE	0.450157

Chapter 5

District Board of Trustees

Notes:

Board makeup:

Fire District Boards, by Illinois State Statute, can have three, five or seven trustees and trustees can be elected, or appointed.

Our District Board has three trustees, each appointed by the McHenry County Board for a term of three years.

Trustees/Officers:

Kevin Sarnwick, since 2001

Greg Danielson, since 2016

Brain Wolek, since 2021

Each trustee has taken Essential Trustee Training courses presented by the Illinois Association of Fire Protection Districts.

These courses are:

Fire District Organization & Administration

Finances, Procurement & Legal Liability

Personnel & Human Resources

In addition, the trustees attend at least three hours of continuing education each year.

Opinion: The trustees have acted in a non-partison, non-antagonistic style. Their concern is to bring protective fire and rescue services to members of the District.

Chapter 6

Annual Processes

Notes:

The District's fiscal year runs from May 1 to April 30.

The District trustees hold a meeting on the third Tuesday of each month, excepting September and February. The meeting is held at 3:30 P.M., at the Crystal Lake Municipal Building, 100 W. Woodstock Street, Crystal Lake, IL.

May:

Prepare and submit an Estimate of Revenues and Expenditures for the upcoming year.

June:

By the end of the June meeting the Board sets a **Tentative Budget and Appropriation Ordinance**, a “Quick Start” budget to allow the District to conduct business.

July:

By the end of the July meeting, the Board presents, for review by the Public, a Final Budget and Appropriation Ordinance and approves a **Final Budget and Appropriation Ordinance** for the operations for the rest of the fiscal year.

December:

By December 31 of the year, the Board **pays the City of Crystal Lake** the annual fee for services.

By the last Tuesday in December, the Board presents, for review by the Public, a Levy to collect taxes and Ordinances and Resolutions.

End of fiscal year:

After the April meeting, the District's accountant prepares information for the required annual audit and presents it to an independent auditor. The **audit** is complete by October 31 and submitted to the State Comptroller and the McHenry County Clerk

Publish at the end of the year a report of real Revenues and Expenditures

Chapter 7

Budgets and Levys Report for 3 years

2024

Levy Ordinance No. 2024-03	\$2,027,855.00
Final Budget and Appropriations Ordinance No. 2024-02	\$2,872,164.00

2023

Levy Ordinance No. 2023-03	\$1,950,560.00
Final Budget and Appropriations Ordinance No. 2023-02	\$2,713,251.00

2022

Levy Ordinance No. 2022-03	\$1,855,682.00
Final Budget and Appropriations Ordinance No. 2022-02	\$2,721,500.00

Chapter 8 PTELL

The District is regulated by PTELL.
The 2022 Extension Worksheet is shown here.

FINAL Tax Computation Report McHenry County

Taxing District		FDCL - CRYSTAL LAKE RURAL FIRE		Equalization Factor 1.0	
Property Type	Total EAV	Rate Setting	EAV	PTELL Values	
Farm	11,651,576	11,651,576	0		
Residential	373,096,501	373,096,501	\$0.00		
Commercial	14,106,304	14,106,304	0		
Industrial	11,498,229	11,498,229	44,629		
Mineral	1,521,347	1,521,347	0		
State Railroad	2,387,892	2,387,892	1,750,643		
Local Railroad	0	0	0.444200		
County Total	414,251,849	414,251,849	0.00%		
Total + Overlap	414,251,849	414,251,849	493,077		

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden	Burden Rate	McHenry County Total Extension	Percent
** 001 CORPORATE	1,526,682	0.400000	0.368531	0.368531	\$1,526,683.33	0.991629	0.365446	0.000000	0.000000	\$1,513,903.36	81.6946
** 027 AUDIT	9,000	0.005000	0.002173	0.002173	\$9,001.91	0.991629	0.002155	0.000000	0.000000	\$8,927.34	0.4817
** 035 LIABILITY INSURANCE	320,000	0.000000	0.077246	0.077246	\$320,000.71	0.991629	0.076599	0.000000	0.000000	\$317,320.43	17.1235
200 REVENUE RECAPTURE	12,974	0.000000	0.003132	0.003132	\$12,974.68	1.000000	0.003132	0.000000	0.000000	\$12,974.68	0.7002
Totals (Capped)	1,855,682	0	0.447950	0.447950	\$1,855,685.95		0.444200	0.000000	0.000000	\$1,840,151.13	99.2398
Totals (Not Capped)	12,974	0	0.003132	0.003132	\$12,974.68		0.003132	0.000000	0.000000	\$12,974.68	0.7002
Totals (All)	1,868,656	0	0.451082	0.451082	\$1,868,660.63		0.447332	0.000000	0.000000	\$1,853,125.81	100.0000

Previous year's extension

The amounts Levied, after limiting by PTELL calculations.

The amounts Levied for, by the District, in 2022.

Maximum rate (0.400) allowed by law for the corporate fund, (the fire protection fund).

The rate (.451082) our District applies to the assessed value of property. This determines individual tax bills.

This year's extension, the amount billed to the property owners.

Chapter 9

Finances

Notes:

The District has an Investment Policy.

Sources of funds:

Property Taxes

Illinois Replacement Tax – See Appendix C

Interest Income – interest on deposits, eg money market and checking accounts

Donations

Foreign Fire Tax

Deposits of funds:

All current funds are deposited at Home State Bank N.A., Crystal Lake, IL

Security of funds:

FDIC insures funds up to \$250,000.00

Funds beyond that are not insured. The District has fund balances that change from \$1,500,000 to \$2,500,000 during the year.

Uninsured funds are protected by Security Pledges, assets pledged as collateral to protect any losses of District money by the bank.

Segregation of funds:

The District “Fund” accounts, General Fund, Audit Fund and Insurance Fund accounts are co-mingled in the Money Market Account, Checking account and a CD.

They are accounted for separately in all financial transactions and reports.

The District Foreign Fire funds are held in a separate checking account.

Chapter 10

Suppliers

The Trustees annually selects suppliers for services.

The suppliers for the District are:

Depository of Funds: Home State Bank, N.A., Crystal Lake, IL, and Wintrust, Crystal Lake Bank

Attorney: Prime Law Group, Woodstock

Accountant: Vito Accounting, Crystal Lake

Auditor: Eccezion, CPA, Formerly Eder-Casella CPA, McHenry, IL

Insurance: VFIS

Appendix A

Creation of a Fire Protection District to be know as

Crystal Lake Rural Fire Protection District

August 24, 1972

COPY

STATE OF ILLINOIS }
COUNTY OF McHENRY } SS.

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IN THE MATTER OF THE PETITION }
TO CREATE A FIRE PROTECTION }
DISTRICT TO BE KNOWN AS CRYSTAL } Number 72-1589
LAKE RURAL FIRE PROTECTION }
DISTRICT }

O R D E R

This cause coming on for consideration of the Court on the Motion of certain petitioners to declare the land described in the original Petition a legally constituted fire protection district to be known as the CRYSTAL LAKE RURAL FIRE PROTECTION DISTRICT and the Court being fully advised in the premises FINDS:

1. That the original Petition prayed that the following described property be established as a Fire Protection District, to-wit:

That part of Nunda Township in McHenry County, Illinois, bounded and described as follows, to-wit: Beginning at the Southeast Corner of Section 35, Township 44 North, Range 8 East of the Third Principal Meridian in McHenry County, Illinois; thence North along the East line of Section 35 to the Northeast Corner of Section 35; thence West along the North line of Sections 35 and 34 to the Southwest Corner of the East Half of Section 27; thence North along the North-South center line of Sections 27, 22 and 15 to the North line of Section 15; thence West along the North line of Sections 15, 16, 17 and 18 to the Northwest Corner of Section 18; thence South along the West line of Sections 18, 19, 30 and 31 to the Southwest Corner of Section 31; thence East along the South line of Sections 31, 32, 33 and 34 and 35 to the place of beginning (excepting therefrom all that part thereof lying and being within the City Limits of the City of Crystal Lake, Illinois) in Township 44 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

That part of Dorr Township in McHenry County, Illinois, bounded and described as follows, to-wit: Beginning at the Southwest Corner of Section 34, Township 44 North, Range 7 East of the Third Principal Meridian in McHenry County, Illinois; thence North along the West line of Section 34 to the Northwest Corner of said Section 34; thence East along the North line of Section 34 to the Southwest Corner of Section 26; thence North along the West line of Section 26 to the Northwest Corner of Section 26; thence East along the North line of Sections 26 and 25 to the Northeast Corner of Section 25; thence South along the East line of Sections 25 and 36 to the Southeast Corner of Section 36; thence West along the South line of Sections 36, 35 and 34 to the place of beginning (excepting therefrom all that part thereof lying and being within the City limits of the City of Crystal Lake, Illinois) all in Township 44 North, Range 7 East of the Third Principal Meridian in McHenry County, Illinois.

That part of Grafton Township in McHenry County, Illinois, bounded and described as follows, to-wit: Beginning at the Northwest Corner of the East Half of Section 4, Township 43 North, Range 7 East of the Third Principal Meridian; thence South along the North-South center line of Section 4 to the Southwest Corner of the East Half of Section 4; thence East along the South line of Section 4 and Section 3 to the Northeast Corner of Section 10; thence South along the East line of Section 10 to the Northwest Corner of Section 14; thence East along the North line of Section 14 to the Northeast Corner of the West Half of the Northwest Quarter of Section 14; thence South along the East line of the West Half of the Northwest Quarter of Section 14 to the Southeast Corner of the West Half of the Northwest Quarter of Section 14; thence West along the North line of the South Half of Section 14 and the North line of the South Half of Section 13 to the Northeast Corner of the South Half of Section 13; thence North along the East line of Sections 13, 12 and 1 to the Northeast Corner of Section 1; thence West along the North line of Sections 1, 2, 3 and 4 to the place of beginning (excepting therefrom all that part thereof lying and being within the City limits of the City of Crystal Lake, Illinois, and further excepting therefrom all that part thereof lying and being within the Village limits of the Village of Lakewood, Illinois) all in Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.

That part of Algonquin Township in McHenry County, Illinois, bounded and described as follows, to-wit: Beginning at the Northwest Corner of Section 6, Township 43 North, Range 8 East of the Third Principal Meridian in McHenry County, Illinois; thence South along the West line of Sections 6, 7 and 18 to the Southwest Corner of Section 18; thence East along the South line of Sections 18, 17 and 16 to the Southeast Corner of Section 16; thence North along the East

line of Section 16 to the Southwest Corner of Section 10; thence East along the South line of Section 10 to the intersection of said South line with the North-South center line of Section 10; thence North along the North-South center line of Section 10 to the intersection with the center line of a highway known as U.S. Route 14; thence in an Easterly and Northeasterly direction along a center line of said highway, U.S. Route 14, to the intersection of the center line of said highway with the East line of Section 3; thence North along the East line of Section 3 to the Northeast Corner of Section 3; thence West along the North line of Sections 3, 4, 5 and 6 to the place of beginning (excepting therefrom all that part thereof lying and being within the city limits of the City of Crystal Lake, Illinois; and further excepting therefrom all that part thereof lying and being within the Village limits of the Village of Lakewood, Illinois) all in Township 43 North, Range 8 East of the Third Principal Meridian of McHenry County, Illinois.

2. That on June 23, 1972, this Court entered an Order calling a Special Election to be held on August 19, 1972 in the following precincts:

Precinct Number 1 - That part of said proposed District lying North of the South boundary of said District; South of the center line of East Crystal Lake Avenue; East of the right-of-way of the Chicago and Northwestern Railway Company track running between Crystal Lake and Algonquin, Illinois; and West of the East boundary of the proposed District. Polling Place - Crystal Lake Manor Park District Recreation Building, near the corner of Three Oaks Road and Pingree Road.

Precinct Number 2 - All that part of said proposed District lying North of the South boundary of said proposed District; South of the City Limits of the City of Crystal Lake and the Village limits of the Village of Lakewood; East of the West boundary of said proposed District and West of the right-of-way of the Chicago and Northwestern Railway Company track running between Crystal Lake and Algonquin, Illinois; including that part of Sections 7 and 8 in Township 43 North, Range 8 East of the Third Principal Meridian, which lies West of a Subdivision commonly known as "Coventry" and is bisected by South McHenry Avenue. Polling Place - H. P. Norling Company, 7406 Virginia Road (Teckler Boulevard and Virginia Road).

Precinct Number 3 - All that part of said proposed District lying North of the South boundary of said proposed District and North of the Village limits of the Village of Lakewood and the City limits of the City of Crystal Lake; South of the North boundary of said proposed District; East of the West boundary of said proposed District; West of the center line of a public

highway commonly known as U.S. Route 14 and West of the City limits of the City of Crystal Lake and the Village limits of the Village of Lakewood; including a parcel of land in the Southeast Quarter of Section 3, Township 43 North, Range 7 East of the Third Principal Meridian, which is South of a Subdivision commonly known as "Turnberry" and North of the South boundary of said proposed District. Polling Place - Crystal Lake Disposal Service Office, Briarwood Road and Illinois Route 176 on the North side of Illinois Route 176.

Precinct Number 4 - North of the Northerly limits of the City of Crystal Lake; South of the North boundary of said proposed District; East of the center line of a public highway commonly known as U.S. Route 14, and East of the center line of public road commonly known as Cherry Valley Road and Cherry Valley Road extended North to the Northerly boundary of said proposed District; West of the center line of a public road commonly known as Walkup Road. Polling Place - Ridgefield School, 8617 Ridgefield Road.

Precinct Number 5 - North of the center line of East Crystal Lake Avenue or Crystal Lake Road; South of the Northerly boundary of said proposed District; East of the center line of a public highway commonly known as Walkup Road; and West of the Easterly boundary of said proposed District (being a portion of Illinois Route 31 and a portion of Valley View Road). Polling Place - Hellyer's Service Center, 5114 West Route 176 (near the intersection of Illinois Route 176 and Terra Cotta Road).

all of said precincts being within the proposed limits of the said CRYSTAL LAKE RURAL FIRE PROTECTION DISTRICT, and that notice of the time and places and purpose of the election be given by publishing a notice thereof at least 20 days prior to such election in the Crystal Lake Herald, a newspaper of general circulation within the proposed District, and in the Crystal Lake News and McHenry County Guide, a newspaper of general circulation within the proposed District, and that the returns of such election shall be made to the Circuit Clerk of McHenry County, Illinois, and the results thereupon canvassed and the results declared as provided by Statute.

3. The Court finds that on July 19, 1972, a notice of the time, places and purpose of said election was published in the Crystal Lake News and McHenry County Guide as ordered by this Court; and

that on July 20, 1972, a notice of time, places and purpose of said election was published in the Crystal Lake Herald as ordered by this Court.

4. The Court further finds that on August 19, 1972, an election was held as ordered by this Court and the returns of said election were made to this Court.

5. That the returns of said election as made by the duly appointed judges of election were presented in open Court and the Court proceeded in open Court to canvass such returns and at the close of the canvass the Court found the results of such election to be as follows:

FOR Fire Protection District - 439

AGAINST Fire Protection District - 19

IT IS THEREFORE ORDERED AND DECREED by this Court:

1. That the land as previously described and set forth in this Order shall henceforth be deemed an organized Fire Protection District under "An Act in Relation to Fire Protection Districts" enacted by the people of the State of Illinois represented in the General Assembly, and it shall be known as the CRYSTAL LAKE RURAL FIRE PROTECTION DISTRICT.

2. That this Order shall be spread upon the records of the Circuit Court of McHenry County, and the Circuit Clerk shall send a certified copy of this Order to the Department of Law Enforcement of the State of Illinois as required by Statute.

FILED
McHENRY COUNTY, ILLINOIS

AUG 24 1972

DATED: August 24, 1972.

Margaret O'Neil
CLERK OF THE CIRCUIT COURT

ENTER:

Charles S. Parker
Judge

~~DEWITT & GOWLIN~~
Attorneys at Law
20 Grant Street
Crystal Lake, Illinois 60014
Telephone 479-5300
A stamp from the Circuit Court of McHenry County is visible, dated August 24, 1972.

Appendix B

Contract for Fire and Rescue Services between the
Crystal Lake Rural Fire Protection District
and the
City of Crystal Lake

RESOLUTION NO. R-2011-1

A RESOLUTION OF THE CRYSTAL LAKE RURAL FIRE
PROTECTION DISTRICT AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR
FIRE PROTECTION SERVICES AND EMERGENCY LIFESAVING AND RESCUE
SERVICES WITH THE CITY OF CRYSTAL LAKE, ILLINOIS

WHEREAS, the Crystal Lake Rural Fire Protection District ("District") is authorized to enter into an Agreement for Fire Protection Services and Emergency lifesaving and Rescue Services with the City of Crystal Lake pursuant to 70 ILCS 705/11a; and

WHEREAS, the District desires to enter into an Agreement for Fire Protection Services and Emergency Lifesaving and Rescue Services with the City of Crystal Lake, Illinois ("Agreement").

THEREFORE, BE IT RESOLVED that the President of the District, Robert Seegers, Sr., is hereby authorized, on behalf of the District to execute the Agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement will be made available to the public upon execution and acceptance by all parties thereto.

PASSED AND APPROVED this 21th day of June 2011.

AYES 3
NAYS 0
ABSENT 0
ABSTAIN 0

Robert Seegers Sr.
Robert Seegers, Sr., President

ATTEST:

Kevin Samwick 6/21/11
Kevin Samwick; Secretary

**AGREEMENT FOR FIRE PROTECTION
SERVICES AND EMERGENCY LIFESAVING
AND RESCUE SERVICES FOR THE
CRYSTAL LAKE RURAL FIRE PROTECTION DISTRICT**

This Agreement made and entered into the 21st day of June, 2011 by and between the CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation, (hereinafter referred to as the "City"), and the CRYSTAL LAKE RURAL FIRE PROTECTION DISTRICT, a duly organized fire protection district under the laws of the state of Illinois, (hereinafter referred to as the "District").

NOW, THEREFORE, in consideration of the premises and the covenants and conditions of this Agreement, the parties hereto agree as follows:

1. The City agrees, at City's expense, to provide firefighting equipment and to maintain and care for said equipment, and to provide firefighters who shall, under the sole direction of the City, respond to all fire calls and operate said equipment within the District whenever such fires shall be reported to the City Fire Department in accordance with the Agreement.

2. City agrees to respond to fire calls within the District whenever the person turning in the alarm for such fire shall give accurate information concerning the location of the fire, his or her name, and from where the call is made. If the fire is in a location not adjacent to the highway, the person reporting the fire shall furnish, if possible, someone to lead the firefighters to the location of the fire.

3. The City agrees to use equipment, as is required, to cover all fires in the District, as the District now or hereafter exists during the life of this Agreement. It shall be the duty of the Board of Trustees of the District to keep the City informed as to the boundaries of the District and the amount of territory therein at all times. Any calls concerning territory outside of the District may be answered at the discretion of the City or its designated officials, given due

consideration as to whether such call would be practicable, and whether the area could be reached within a reasonable time to abate the hazard. If the City is unable to respond to fire calls within the District, it shall promptly request mutual aid in answering said calls.

4. Firefighters performing duties as provided by this Agreement shall have such authority as law provides for drafting the services of available persons to extinguish a fire.

5. City agrees, at City's expense, or as otherwise provided for in this agreement, to provide lifesaving and rescue equipment, services and facilities and to maintain and care for said equipment, and to provide trained and properly qualified personnel who shall, under the direction of the City, respond to all emergency lifesaving and rescue calls, including emergency ambulance calls, and operate said equipment within the District whenever such emergency lifesaving and rescue calls shall be reported to the City in accordance with this Agreement.

6. The City agrees to respond to emergency lifesaving and rescue calls within the District whenever the person turning in the call for such services shall give accurate information concerning the location of the call, his or her name, and from where the call is made.

7. The City agrees to use emergency lifesaving and rescue equipment including emergency ambulance equipment, if necessary, as is required to cover all emergency lifesaving and rescue calls in the District, as the District now or hereinafter exists during the life of this Agreement. It shall be the duty of the Board of Trustees of the District to keep the City informed as to the boundaries of the District and the amount of territory therein at all times. Any calls concerning territory outside of the District may be answered at the discretion of the City or its designated officials. If the City is unable to respond to a call within the District, it shall promptly request mutual aid to respond to the emergency.

8. It is specifically understood that the emergency lifesaving and rescue service provided by the City in accordance with this Agreement shall not include non-emergency ambulance transfer service.

9. It is specifically understood between the parties hereto that all employees authorized and used in pursuit of the provisions of this Agreement are employees of the City and, as such, are subject to the control and under the direction of the City or its designated official in the performance of their duties in accordance with the Agreement. The City shall have complete control of equipment and the emergency lifesaving and rescue personnel in going to, during and returning from emergency lifesaving calls, and shall use such equipment and emergency personnel in its discretion as the circumstances would necessitate. The City shall also have complete control of equipment and firefighters in going to, during and returning from fires and shall use such equipment and firefighters as is in its discretion, the circumstances would necessitate. The City or District shall not be liable for any loss or damage by reason of the City or District failure to answer emergency lifesaving and rescue calls (including emergency and ambulance calls) within the District.

10. The District agrees to adopt, by ordinance, Chapter 251 "Fire Code" of the Code of Ordinances of the City and those provisions of Chapters 154. "Alarms", 187 "Building Code", 192 "Buildings, Numbering Of", 230 "Electrical Code", 264 "Fuel Gas Code", 302 "Housing Code", 336 "Mechanical Code" and 392 "Plumbing Code" that are relevant and supplementary to Chapter 251 and fire safety (hereinafter, collectively referred to as the "Adopted Code Provision"), and all amendments to such Adopted Code Provisions either now in effect or as may be adopted in the future by the Mayor and City Council of the City. The City agrees to review all building plans submitted for construction within the District, and inspect all construction in the District to determine compliance with the District's fire codes, including the

Adopted Code Provisions. During the term of this Agreement, the City may conduct an inspection program for existing buildings within the District using available resources of the City Fire Rescue Department as may be determined the Chief of the City Fire Rescue Department. The City shall have sole discretion in proceeding with any prosecution of violations of District Fire Codes and the Adopted Code Provisions within the District at the Administrative Law Court of the City of Crystal Lake or if determined appropriate by the City at the Circuit Court of McHenry County. Nothing within this section shall limit the District's ability to enforce code violations. The District hereby authorizes the City and its attorneys to engage in such prosecution in the name of and on behalf of the District. All fines assessed and collected as a result of the prosecution of violations by the City on behalf of the District shall be promptly tendered to the City. In addition to any other means available to the District in law or in equity, the District authorizes the City to enforce the provisions of this section by instituting an action under Chapter 3 Administrative Adjudication of the Code of Ordinances of the City. The Board of Trustees of the District may be advised of all violations of said codes in the District that the Fire Rescue Department is made aware of. The District further agrees to adopt, by ordinance, Chapter 248 "Fines" of the Code of Ordinances as the schedule of fines to be assessed by the Administrative Law Court of the City or the Circuit Court for any violation of the Adopted Code Provisions, whether now in force or as may be adopted in the future by the Mayor and City Council of the City. The District agrees to pass an ordinance establishing a fee schedule for inspections so that they shall be at all times the same fees as those of the City. The fees charged in the District shall equal the fees charged by the City, and the fees collected in the District by the City will be remitted to and/or retained by the City. These fees, fines and penalties collected pursuant to this Section of this Agreement shall not be considered as

payment of any portion of the Annual Fee (as hereinafter defined) due from the District to the City pursuant to section 11 of this Agreement.

11.

- a. Both the City and the District operate and establish their budgets based upon a fiscal year commencing on May 1 and terminating on April 30th. The District agrees to pay the City an annual fee (hereinafter, "the Annual Fee") for firefighting and emergency lifesaving and rescue services (hereinafter collectively referred to as "the Services") provided to the District by the City during the term of this Agreement. It is the intention of the District and the City that the Annual Fee for Services provided during any fiscal year in which this Agreement is in effect shall be due by not later than December 31st of the same fiscal year. The parties agree that the Annual Fee for Services provided during fiscal year 2011-2012 shall be \$1,618,659.24 ("the 2011/2012 Fee") and that said fee shall be paid by not later than December 31, 2011.
- b. By November 1st of 2012, and by November 1st of each year thereafter during the term of this Agreement, the Finance Director for the City shall forward an invoice to the District setting forth the Annual Fee for Services provided by the City during the then current fiscal year. The Finance Director shall calculate such Annual Fee by taking the most recent rate extended by the McHenry County Clerk for Fire Protection upon the equalized assessed valuation ("EAV") of all property within the City and applying that same rate to the EAV of all property within the District for the previous calendar year. The resulting calculation shall be the Annual Fee for Services provided by the City to the

District for the then current fiscal year, which annual fee shall be paid by not later than December 31st of such fiscal year.¹

c. If, in the calendar year prior to the due date for any Annual Payment, the District has properly approved and filed with McHenry County a levy ordinance which is 109.5% or more of the previous year levy and, when extended will provide the District with the maximum amount of property taxes for such levy year, as may be allowed by law (including but not limited to the Illinois Property Tax Extension Limitation Law- 35 ILCS 200/18-185 *et. seq.*), the District shall remit to the City by December 31st of such calendar year 90.5% of the property taxes so extended and collected by McHenry County and received by the District during such calendar year. If the payment established pursuant to the terms of this sub-paragraph is made by December 31st of such calendar year, any unpaid balance of the Annual Fee otherwise due during such calendar year shall be forgiven by the City. In the event that such payment is not made by this due date, or such later date as the City may agree to in writing, the balance of the Annual Fee shall not be forgiven and will remain due and owing. The provisions of this sub-paragraph shall not apply to limit the Annual Fee due for Services

¹ The following is based upon a hypothetical and is for illustrative purposes only: In 2012 the McHenry County Clerk extends the property tax for the Fire Protection based upon Crystal Lake's December 2011 levy. When the levy is applied to the EAV for Crystal Lake for 2011, the resulting rate is .41%. This rate is applied to the District's total EAV for 2011 of \$470,000,000 resulting in an Annual Fee for Services provided during the 2012-2013 fiscal year of \$1,927,000, due by December 31, 2012.

provided during the 2011-2012 fiscal year referenced in subparagraph 11(a), above.²

12. The City has an established non-resident ambulance service fee. Residents of the District will be charged the non-resident rate in place at the time of transport. The City shall be responsible for billing and collection of said service fee. The City shall provide the District a copy of their Red Flag policy and the Red Flag policy of any other third party billing & collection services providing services to the City on behalf of the District. In the event the District pays the same tax rate as the City's fire rescue fund, District residents will be charged the "Resident" rate.

13. Each party to this Agreement acknowledges the fiduciary responsibility each has to their respective constituencies. As such, the City and the District mutually recognize the need for the continuation of equitable distribution of the financial responsibilities for the fire, rescue and ambulance services provided according to the terms of this agreement as well as cost of capital equipment purchases, including but not limited to ambulances, fire engines, etc (hereinafter "Capital Equipment"). During fiscal year 2014/2015 and fiscal year 2015/2016 the District will fund the purchase of such Capital Equipment as may be deemed necessary and appropriate by the Chief of the Fire Rescue Department by making a payment to the City for the purchase of such Capital Equipment (hereinafter, the "Capital Payments"). The Capital Payment required pursuant to this section shall be made within ninety (90) days of request by the City and shall be in addition to the Annual Fee required pursuant to section 11 of this

² The following is based upon a hypothetical and is for illustrative purposes only: The Annual Fee for Services provided to the District during the 2012-2013 fiscal year is \$1,927,000. 109.5% of the Annual Fee is \$2,110,065. In 2011 the District levies \$2,600,000 but due to limitations imposed by law, the McHenry County Clerk extends and the District collects only \$1,900,000. The District must pay 90.5% of this amount (\$1,719,500).

Agreement. The maximum cumulative Capital Payments due from the District for Capital Equipment pursuant to this section shall be \$415,000.

14. The City has adopted an ordinance establishing a fire impact fee within its 1 - 1/2 mile planning jurisdiction. The District agrees to remit all funds collected by means of said ordinance to the City. These funds shall not be considered as payment of the District's annual fee pursuant to section 11 of this Agreement. If legislation is passed allowing the District to impose such an impact fee, the District agrees to adopt such an ordinance. Any impact fees collected by means of the District's ordinance will be remitted to the City. These fees, likewise, will not be considered as payment of the District's annual fee pursuant to section 11 of the Agreement. Any fire impact fee collected by another local government entity within the jurisdiction of the District shall be remitted to the City. The District will use its best efforts to require any municipal authority seeking to annex District property to include impact fees or contributions to the District in any pre-annexation or annexation agreement which will be remitted to the City. The District will use its best efforts to require any developer/owner seeking to develop within the District property the inclusion of impact fees or contributions to the District which will be remitted to the City.

15. The District will provide a one-time pension contribution to the Crystal Lake Firefighters' Pension fund of not less than \$60,000 by March 31, 2012. This contribution will be in addition to the Annual Fee for Services in that fiscal year.

16. Time is of the essence of this Agreement and any failure to make payments as herein provided within the provisions of the Illinois Local Government Prompt Payment Act, or breach of any other condition of covenant of this Agreement by the District or City shall constitute sufficient cause, at the District's or City's option, to terminate the Agreement.

17. The City agrees to indemnify the District from any liability it may incur or suffer under the Illinois Worker's Compensation Act as enforced from time to time, by reason of the death or injury of an employee of the City in connection with or while rendering fire services pursuant to this Agreement. The City agrees to carry insurance with limits of \$1,000,000.00 - \$3,000,000.00 for bodily injury and \$1,000,000.00 for property damage, insuring the City and District for liability to persons and property it may incur or suffer by reason or operation of motor vehicles by members of its fire department rendering fire and emergency lifesaving, rescue or ambulance service in performance of their duties pursuant to this Agreement and against any liability to persons' property which may arise out of rendering of fire, emergency lifesaving, rescue or ambulance services. The City also agrees to maintain a general liability policy in the amount of \$1,000,000.00. The City further agrees to name the District as additional insured on said policies.

18. In consideration for the City providing ambulance service to residents within the District, the parties agree that the City shall retain all income from providing ambulance service to residents within the District, whether the call originated in the City or in the District.

19. This Agreement shall expire April 30, 2016, which term shall automatically be extended under the same terms and conditions, for up to two (2) successive five (5) year period, unless at least six (6) months prior to the end of the then applicable term, either party delivers written notice of nonrenewal, in which case this Agreement shall not be so extended and shall expire at the end of said otherwise applicable term. This Agreement supersedes all prior agreements between parties.

20. Upon cancellation or expiration of this Agreement, the City shall notify the Illinois Division of Insurance, 320 W. Washington Street, Springfield, Illinois, of said cancellation or expiration.

21. In the event of a judicial proceeding brought by one (1) party to this Agreement against the other party to this Agreement, in law or equity, for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed by the President and attested to by the Secretary of the Board of Trustees pursuant to an ordinance duly adopted by the board of Trustees of the District, and meeting held on the 21st day of June, 2011, and the City has caused this Agreement to be executed on its behalf by the Mayor and attested to by the City Clerk pursuant to the provisions of an ordinance authorizing execution of the Agreement for fire protection between the City and the District, passed and approved on the 21st day of June, 2011.

CRYSTAL LAKE RURAL
FIRE PROTECTION DISTRICT,

By: Robert Seeger, Jr.
PRESIDENT

CITY OF CRYSTAL LAKE,

By: [Signature]
CITY MANAGER

ATTEST:

Kevin [Signature] 6/21/11
SECRETARY

ATTEST:

[Signature]
CITY CLERK