

ORDINANCE REPEALING SECTIONS 11.12 AND 11.13
OF THE URBANA CITY CODE

BE IT ORDAINED BY THE URBANA CITY COUNCIL that:

Section 1. Sections 11.12 and 11.13 of the Urbana City Code are hereby and herewith repealed.

Section 2. The Mayor is authorized to execute on behalf of the City contracts for the City to supply fire protection service to properties which have pertaining thereto a valid annexation petition on file with the City Clerk and which said petition has not been acted upon solely for the convenience of the City.

The said contract shall be substantially in the form attached to this Ordinance. The charge for such fire protection service shall be as follows:

- A. If the assessed valuation of the improvement is less than \$50,000 . . . \$120.00 per year.
- B. For each increment of \$50,000 or portion thereof in excess of \$50,000 . . . \$100.00 for each \$50,000 excess or part thereof.

Section 3. In the event the annexation petition mentioned above is acted upon by the City, a property owner shall be refunded a pro-rata share of the unused portion of this contract, said pro-rationing to be determined by the date of Council action annexing such property.

If the person who submitted the annexation petition to the City making such property eligible for such fire service contract withdraws the said petition or for any reason becomes ineligible for annexation, the City may at its option cancel such fire protection contract and make a pro-rata refund to the person to whom the City contracted for such fire protection service.

Section 4. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 6th day of October, 1975.

PASSED by the City Council this 6TH day of OCTOBER,

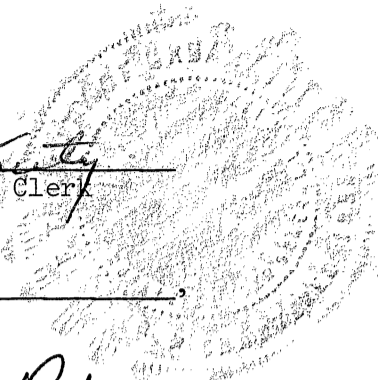
1975.

Duane Eckerty
Duane Eckerty, City Clerk

APPROVED by the Mayor this 9 day of OCTOBER,

1975.

Hiram Paley
Hiram Paley, Mayor



7576-28

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 7576-28 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens, City Clerk

Date

FIRE CONTRACT

WHEREAS, _____ and _____, hereinafter called "owners", own the property described below, and

WHEREAS, the said property is not presently within the corporate limits of the City of Urbana and therefore not served by the Fire Department of the City of Urbana, and

WHEREAS, the said owners are desirous of obtaining the fire fighting services of the Fire Department of the City of Urbana, and

WHEREAS, the City Council of Urbana, Illinois, has duly passed and adopted on the 6th day of October, 1975, an Ordinance which authorizes the Mayor of the said City to execute on behalf of the City of Urbana (hereinafter called "City"), agreements in the manner and form as provided herein,

NOW THEREFORE WITNESSETH:

For and in consideration of the promises herein contained that the parties hereto agree as follows:

1. That if the owners shall pay to the Clerk of the City of Urbana the amount set forth in Paragraph 6 below in the manner set forth therein, then this contract shall remain in full force and effect for the period covered in Paragraph 2, otherwise it shall be automatically held null and void without notice to owners.

2. The services provided for in this contract from the City of Urbana, Illinois, shall commence at 12:00 noon on the _____ day of _____, 1975, and shall continue until 12:00 noon on the _____ day of _____, 197__.

3. The services to be provided under this contract shall be only the firefighting services of the Fire Department of the City of Urbana, and only under the following conditions:

(a) The Fire Department of the City of Urbana must receive a telephone call or radio report that the subject property is on fire or there is reasonable ground to believe the said property may be in immediate danger of the perils of fire.

(b) That the City alone shall determine the amount of equipment and men to be dispatched to respond to such call.

(c) It is expressly agreed that if the City determines that it is impractical to answer any such call due to other fires or weather condition, the City shall not be held liable for its failure to respond.

4. The owners hereby consent and agree that personnel of the City of Urbana Community Development Services Department may inspect the subject premises at any time upon reasonable notice to the owner; failure to permit any such inspection shall be cause for the Mayor of the City of Urbana to declare this contract defaulted. Further, failure to correct any deficiency or defects of which the Community Development Services Department notifies the owner in writing within the time allowed therefor shall be cause for the Mayor of the City of Urbana to declare this contract defaulted.

5. The premises that are covered by this agreement are:

commonly known as _____.

6. The total fees to be paid by the owner to the City of Urbana under this contract is \$_____. The said fees may be paid in semi-annual installments. This contract shall not become effective until the first installment is paid. The second installment is due and payable on the first business day of the seventh month following the date of the contract.

7. (a) In payment of fees. In the event the owners fail to make the payment of fees as called for in Paragraph 6 above, this contract shall automatically lapse and be held null and void without notice to owners.

(b) Other default. If the owners default in performing any of the covenants or conditions required in this contract, other than the payment of fees, the City Clerk, upon

being apprised of such fact, shall send one written notice by registered mail to the owners at the address following their signatures below, advising such owners of the nature of the default and that failure to cure the default within ten days of the mailing of said notice may result in the Mayor of the City of Urbana declaring this contract defaulted. In the event a default is declared under the provisions of this Section, the City of Urbana shall return to the owner that prorata share of the fees already paid to date of default.

Dated and entered into this _____ day of _____, 197____.

OWNERS:

THE CITY OF URBANA, ILLINOIS

By: _____

By: _____
Mayor

and

Attest:

City Clerk

Address:

