# City of Fairview Heights
## City Council Meeting Agenda
### January 15, 2019
7:00 P.M.

| A. Call to Order | F. **Consent Agenda:**
|                 |   *City Council Minutes – January 2, 2019*
|                 |   *Finance Director’s Report*
|                 |   Presentation of Bills: $3,299,736.86 |
| B. Pledge of Allegiance | G. Committee Reports |
| C. Invocation | H. Communications from Mayor |
| D. Roll Call | I. Communications from Elected Officials |
| E. Public Participation | |

### J. UNFINISHED BUSINESS

None.

### K. NEW BUSINESS

**Proposed Resolution No. 1-’19**, a Resolution authorizing the Mayor on behalf of the City to enter into an additional Professional Services Agreement with Horner & Shifrin, Inc. for Storm Sewer Design to be installed at the intersection of Longacre Drive and Union Hill Road. (Operations Committee)

**Proposed Resolution No. 2-’19**, a Resolution authorizing the Mayor to enter into a Mutual Aid Agreement with the Village of Swansea, the Village of Caseyville and the City of Collinsville Police Departments to promote public safety and protect the general welfare of the citizens. (Administration Committee)

**Proposed Resolution No. 3-’19**, a Resolution authorizing the Mayor to sell a 2011 Ford Crown Victoria, VIN #2FABP7BV6BX104444, to the Village of Marine, IL Police Department. (Administration Committee)

### L. ADJOURNMENT
The regular meeting of the Fairview Heights City Council was called to order at 7:01 P.M. by Mayor Mark Kupsky in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Pledge of Allegiance and Invocation by City Clerk Karen J. Kaufhold.

ROLL CALL

Roll call of Aldermen present: Brenda Wagner, Harry Zimmerman, Pat Peck, Roger Lowry, Bill Poletti, Denise Williams, Frank Menn and Pat Baeske. Aldermen Ryan Vickers and Joshua Frawley were absent. Mayor Mark Kupsky, City Clerk Karen J. Kaufhold and Attorney Jim Gehrs were also present.

Alderman Ryan Vickers arrived at 7:05 P.M.

PUBLIC PARTICIPATION

None.

CONSENT AGENDA

Alderman Poletti moved to approve the December 18th City Council minutes and Finance Director’s Report. Seconded by Alderman Peck. Motion carried.

COMMITTEE REPORTS

Mayor announced the Administration Committee meeting will be held on January 9th, 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Kupsky announced the Sears store will be closing and the liquidation will start Friday; Mayor stated that the demolition of the previous Trail Way Restaurant began today; Mayor gave an update on the progress of the Rec Center; Mayor wished everyone a safe and happy New Year;

COMMUNICATIONS FROM ELECTED OFFICIALS

None.

UNFINISHED BUSINESS

None.
NEW BUSINESS

None.

Alderman Lowry moved to adjourn. Seconded by Alderman Williams. Motion carried.

Meeting adjourned at 7:05 P.M.

Respectfully submitted,

Karen J. Kaufhold

KAREN J. KAUFHOLD
CITY CLERK
Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: December 27, 2018
Re: Finance Report – January 2, 2019 City Council Meeting

Sales Tax Report

Attached is the receipt of the December Sales Tax Revenue. The comparison to last year during this same time period is less than 1% difference.
## CITY OF FAIRVIEW HEIGHTS, IL
### SALES TAX REPORT

State 1% Municipal Tax Portion

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**YTD TOTAL**

|                | $7,859,530.79 | $7,329,664.71 | $7,521,331.93 | $7,483,945.63 | $7,684,427.09 | $7,386,569.39 | $4,704,905.20 | 0.30%     | $8,756.12   |

**YTD CHANGE**

|                | 1.0%          | -0.7%         | 2.6%          | 4.3%          | -2.0%         | -3.8%         | 0.30%         | -3.8%      | 0.30%       |

**MONTHLY AVG**

|                | $854,960.90   | $610,605.39  | $626,777.66  | $653,662.14  | $640,702.26  | $616,380.78  | $4,704,905.20 | 0.30%      | $8,756.12   |

12/27/2018
PROPOSED RESOLUTION NO. 1-'19

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN ADDITIONAL PROFESSIONAL SERVICES AGREEMENT WITH HORNER & SHIFRIN, INC. FOR STORM SEWER DESIGN TO BE INSTALLED AT THE INTERSECTION OF LONGACRE DRIVE AND UNION HILL ROAD.

WHEREAS, the City of Fairview Heights is in need of additional professional engineering services for design of the necessary storm sewer extension and resubmittal to the Illinois Department of Transportation to be installed at the intersection of Longacre Drive and Union Hill Road, and

WHEREAS, Horner & Shifrin, Inc. who is currently providing engineering services for this project, and has served the City in the past has been selected now to perform said additional professional engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into an Additional Professional Services Agreement with Horner & Shifrin, Inc., 604 Pierce Boulevard, Suite 300, O'Fallon, IL 62269 for design of the necessary storm sewer extension and resubmittal to the Illinois Department of Transportation to be installed at the intersection of Longacre Drive and Union Hill Road for the amount not to exceed FOUR THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS ($4,575.00) per the agreement attached hereto, made a part hereof, and marked “EXHIBIT A.”

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.
December 12, 2018

Mr. John Harty, P.E.
Director of Public Works
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Subject: Scope of Additional Professional Services related to Longacre Drive & Union Hill Road Traffic Signals
(Design of a drainage structure)

Dear Mr. Harty:

The following is a listing of items not originally scoped for the original project, but are covered under the terms of the original contract for additional scope items.

- Complete the design of a drainage structure required in the northeast quadrant of the subject intersection. This is due to the widening required by IDOT for larger turning vehicles. This requires a survey of the existing inlet, surrounding inlets/manholes, all storm sewers entering and exiting the existing inlet, and surrounding inlets/manholes, downloading the information, drafting, determining the type and size, and final notes to complete for IDOT Phase II approval. (Not to exceed $4,575)

Please note the above amount does not include the cost if a new structurally designed junction box/manhole is required. This can only be determined once all the information is received and analyzed.

We sincerely appreciate this opportunity to serve the City. If there are any questions concerning this scope, please do not hesitate to contact me. If this additional scope is acceptable, please sign below and return a copy to us for our files.

Accepted for the City of Fairview Heights:

Mark Kupsky, Mayor
City of Fairview Heights

Thank you for your consideration of Horner & Shifrin.

Very truly yours,

Brad Riechmann, P.E.
Associate Vice President
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Total costs: $700, $450, $300 = $1,450.
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PROPOSED RESOLUTION NO. 2-'19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE VILLAGE OF SWANSEA, THE VILLAGE OF CASEYVILLE AND THE CITY OF COLLINSVILLE POLICE DEPARTMENTS TO PROMOTE PUBLIC SAFETY AND PROTECT THE GENERAL WELFARE OF THE CITIZENS.

WHEREAS, pursuant to Illinois Municipal Code 65 ILCS 5/11-1-2.1, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for the use of their joint police forces, their equipment and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, the parties agree that it is to their mutual benefit to cooperate in the enforcement of laws; and

WHEREAS, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, to wit, the Constitution of the State of Illinois (Ill. Const. ART. VII, §110), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor is hereby authorized to enter into an agreement with the Village of Swansea, Village of Caseyville and the City of Collinsville Police Departments, pursuant to the Police Department Mutual Aid Agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.
PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK
“EXHIBIT A”

FAIRVIEW HEIGHTS POLICE DEPARTMENT
MUTUAL AID AGREEMENT

Pursuant to Illinois Municipal Code 65 ILCS 5/11-1-2.1, this Mutual Aid Agreement is made this day, ______________, by and among the City of Fairview Heights Police Department, Village of Swansea Police Department, Village of Caseyville Police Department, and City of Collinsville Police Department.

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for the use of their joint police forces, their equipment and materials for their mutual protection, defense, and maintenance of peace and good order, and

WHEREAS, the parties agree that it is to their mutual benefit to cooperate in the enforcement of laws; and

WHEREAS, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, to wit, the Constitution of the State of Illinois (Ill. Const. ART. VII, 110), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1).

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, subject to the specific terms and conditions herein, the parties hereto jointly resolve and agree with one another as follows:

1. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):
   a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including by not limited to fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation, and critical shortages of essential products, fuels, and energy; explosion; riot, significant or
large-scale civil insurrection or disobedience; hostile military or paramilitary action; or acts of domestic terrorism.

b. Emergency – including, but not limited to, any human-caused or natural event or circumstance within the area of operation of any Signatory Jurisdiction causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss such as fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or release of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Signatory Jurisdiction, in terms of personnel, equipment and facilities, thereby requiring assistance.

c. Special Event – a planned event, activity, or temporary grouping of people that deviates from the normal land use that occurs on site, that is conducted indoors or outdoors, on City/Village owned or privately-owned property, and interferes with the normal flow or regulation of pedestrian or vehicular traffic or parking. Examples of a Special Event include, but are not limited to, the following: parades, bicycle races, festival/carnival/picnic, outdoor music concerts, food truck rallies, sales or promotional events, marathons, or 5K walk/runs.

d. Equipment – includes, but is not limited to: marked police vehicles, unmarked police vehicles, all-terrain vehicles (ATV/UTV), radar trailers, optical surveillance equipment, drones, and cellular forensic tools.

e. Jurisdiction – Such units of government are as defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

f. Law Enforcement Personnel – An employee of a Signatory Public Agency to this agreement who is a law enforcement officer, county corrections officer, or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

g. Mutual Aid – Assistance provided by a Jurisdiction to another Jurisdiction pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Requesting Jurisdiction – A Signatory Jurisdiction to this agreement that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources,
equipment, and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

i. Responding Jurisdiction – A Signatory Jurisdiction to this agreement that provides resources, equipment, and/or Law Enforcement Personnel to a Requesting Jurisdiction during an Emergency or Disaster.

j. Signatory Jurisdiction – A Jurisdiction that has executed this agreement by signature of an authorized individual for the Jurisdiction under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of the Jurisdiction to execute the agreement.

2. It is the intent and purpose of this Mutual Aid Agreement that there be the fullest cooperation among the Signatory Jurisdictions to ensure the maintenance of good order and law enforcement during an emergency, special event, or other law enforcement matter which requires assistance beyond the capacity of a Signatory Jurisdiction.

3. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when an emergency, disaster, or need exists. Such officers and their principals shall have full police powers as conferred upon them by law during the period of such need in the jurisdiction which they do not normally serve. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of Illinois.

4. Each Signatory Jurisdiction shall, prior to the effective date hereof, notify its police officers and general liability insurance carries of this agreement.

5. Nothing herein shall be construed as to interfere with or supersede any Signatory Jurisdiction’s collective bargaining agreement with its employees’ respective representation. To the extent that any collective bargaining agreement between a Signatory Jurisdiction and its employees’ representation is inconsistent with this Agreement, the aforementioned collective bargaining agreement shall control. Each Signatory Jurisdiction shall review any and all applicable collective bargaining agreements it is a party to in order to determine its obligations thereunder.

6. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate
the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the Requesting Jurisdiction said request may be made through general dispatch at the discretion of the requesting officer. Such request will include the following:

a. The name and title of the official making the request;
b. A summary of the circumstances initiating the action and a description of the assistance needed; and
c. The name, title, and location of the official to whom assisting personnel shall report.

7. Upon receipt of a request for assistance, the officer receiving the request shall consider the circumstances in the requesting jurisdiction. He/she shall evaluate the disposition and availability of his/her own resources, and the capacity of his/her own agency to provide requested assistance. The receiving officer who concurs in the existence of a need of law enforcement assistance within the Requesting Jurisdiction shall provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his/her agency’s own forces.

8. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when its own personnel are, in the opinion of the agency’s principal law enforcement officer or his/her then officer in command, needed or are being used within the boundaries of its own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance if, in the opinion of the agency’s principal law enforcement officer or his/her then officer command, its personnel and/or equipment are needed for other duties within its jurisdictional boundaries. The Requesting Jurisdiction agrees that this agreement shall not give rise to any liability or responsibility for the failure of any other Signatory Jurisdiction to respond to any request for assistance made pursuant to this agreement.

9. During the period assistance is provided, personnel of the Responding Jurisdiction shall operate in the Requesting Jurisdiction with the same powers, rights, benefits, privileges, and immunities as are enjoyed by the members of the Requesting Jurisdiction. Each officer who enters the jurisdiction of the Requesting Jurisdiction pursuant to this agreement is authorized to exercise the full police powers of the requesting agency’s law enforcement personnel. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.
10. The principal law enforcement officer of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into the Requesting Jurisdiction.

11. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purposes. As such, all the immunities from liability enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it, as well as each deputy and their principals, to the same extent when it is providing assistance outside its boundaries pursuant to this agreement when acting through its police personnel or other officers, agents, or employees.

12. The law enforcement officers, agents, and employees of a Responding Jurisdiction, when acting beyond its territorial limits, shall have all of the immunities from liability and exemptions from laws, ordinances, and regulations and shall have all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.

13. Each party to this agreement shall:
   a. Waive any and all claims against other Signatory Jurisdictions which may arise from their activities outside their respective jurisdictions when acting under this agreement;
   b. Indemnify and hold harmless the Signatory Jurisdictions under this agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of their own departments, officers, agents or employees when acting under this agreement; and
   c. Indemnify and hold harmless assisting jurisdictions for following the orders of the principal law enforcement officer of any agency receiving assistance under this agreement.

14. The Signatory Jurisdictions shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles, and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement. All equipment provided or services performed under this agreement shall be provided without reimbursement to the Responding Jurisdiction from the Requesting Jurisdiction. However, nothing contained herein shall prohibit a Responding Jurisdiction from seeking reimbursement or defrayment of any expenses it
may have incurred in responding to a Mutual Aid request from other sources. The Requesting Jurisdiction agrees to operate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of the Responding Jurisdiction.

15. Throughout the duration of any response for assistance, the Requesting Jurisdiction shall provide for adequate radio communications with personnel of the Responding Jurisdiction. This may be in the form of agency-owned radios, radio network interfacing, or use of multi-jurisdictional radio frequencies.

16. Any Requesting Jurisdiction which receives aid under this agreement shall provide for the release of assisting personnel as soon as is practicable.

17. If any part, term, or provision of this agreement is held by the courts to be invalid, unenforceable, contrary to law, or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties to this agreement shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law, or in conflict with the law of the State of Illinois.

18. The agreement shall remain in effect until terminated by all Signatory Jurisdictions hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one Signatory Jurisdiction hereto shall be made by thirty (30) days written notice to all other parties but shall not terminate the agreement among the remaining Signatory Jurisdictions. This document shall remain in full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.

19. This agreement shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this agreement or the construction or interpretation of this agreement shall be in a state court in St. Clair County, Illinois.

20. All Signatory Jurisdictions to this agreement agree to comply with federal, state, county, and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the signatory jurisdictions’ respective performances of the provisions of this agreement.

21. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership, or any other sort
of legal association or combination of entities as between the Signatory Jurisdictions to this agreement. Each Signatory Jurisdiction is acting on its own individual capacity and not as the agent of any other Jurisdiction which is created by this agreement.

22. This agreement may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this agreement.

IN WITNESS WHEREOF, each individual signing below represents and warrants that he or she is fully authorized to sign and deliver this agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this agreement as of the date and year written below.

<table>
<thead>
<tr>
<th>Fairview Heights Police Department</th>
<th>Swansea Police Department</th>
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<th>Caseyville Police Department</th>
<th>Collinsville Police Department</th>
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PROPOSED RESOLUTION NO. 3-'19

A RESOLUTION AUTHORIZING THE MAYOR TO SELL A 2011 FORD CROWN VICTORIA, VIN #2FABP7BV6BX104444, TO THE VILLAGE OF MARINE, IL POLICE DEPARTMENT.

WHEREAS, the City has determined that a 2011 Ford Crown Victoria VIN #2FABP7BV6BX104444 has attained a condition wherein it does not meet the Police Department needs;

WHEREAS, the Village of Marine Police Department, 320 North Vernon, Marine, IL 62061 is in need of a used patrol vehicle to help supplement their fleet.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be and is hereby authorized to sell and sign title to the 2011 Ford Crown Victoria, VIN #2FABP7BV6BX104444 to the Village of Marine Police Department for ONE DOLLAR ($1.00). Said payment will be made in the form of a cashier’s check payable to the City of Fairview Heights.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK