

Committee Members:  
Josh Frawley  
Anthony LeFlore  
Brenda Wagner  
Pat Peck  
Bill Poletti

**AGENDA  
OPERATIONS COMMITTEE**

**Wednesday, May 12, 2021 – 7:00 p.m.**

**Recreation Room at City Hall**

**(Door entrance is on the south end of the City Hall Bldg.**

**Parking behind the Police Department)**

**10025 Bunkum Road**

**Fairview Heights, IL 62208**

**or**

**Video Conference/Tele Conference**

**Phone Number: 1-786-535-3211 Access Code: - 808-004-661**

**Public Participation**

**Approval of Minutes – April 20, 2021**

***Law Enforcement***

***Alderman Josh Frawley, Chairman***

- 1. Statement of the Department***
- 2. Purchase Agreement with Morrow Brothers Ford, Inc., Greenfield, IL for one 2021 Ford Utility Interceptor Police Package***
- 3. ILEAS Mobile Field Force Vehicle Agreement-Equipment Trailer***
- 4. Solicitation Exemption***
- 5. School Zones***

***Public Works***

***Alderman Bill Poletti, Chairman***

- 1. Surplus Vehicles – Motion to Auction***
- 2. Director's Report***

**THE CITY OF FAIRVIEW HEIGHTS**

**OPERATIONS COMMITTEE MINUTES**

**Tuesday, April 20, 2021, 6:30 p.m.**

**Fairview Heights Recreation Room**

**Video Conference/Tele Conference**

**Fairview Heights, IL**

**Committee Members in attendance** – Aldermen Josh Frawley, Pat Baeske, Pat Peck, Anthony LeFlore, Mayor Mark Kupsy, Ex-officio

**Committee Members absent** – Alderman Denise Williams

**Other Aldermen and Elected Officials in attendance** – Aldermen Frank Menn, Brenda Wagner, Bill Poletti, Alderman Harry Zimmerman joined the meeting at 6:33 p.m., City Clerk Karen Kaufhold

**Staff in attendance** - City Attorney Andrew Hoerner, Public Works Director John Harty, Finance Director Gina Rader, Parks and Recreation Director Angie Beaston, Police Chief Chris Locke, Police Captain CJ Beyersdorfer, Executive Secretary Kathy Frawley

**Recorder** – Jill Huffman

**Public Participation**

None

**Approval of Minutes, March 10, 2021**

Motion and second to approve minutes were made by Aldermen Peck/Baeske. Roll call vote – Aldermen Frawley, LeFlore, Baeske, Peck, voted yes; Alderman Williams, absent. The motion carried by voice vote and was unanimous.

**Personnel Committee**

*Denise Williams, Chairman*

Nothing to report.

**Public Services Committee**

*Alderman Pat Baeske, Chairman*

**AMEREN ELECTRIC FRANCHISE AGREEMENT**

The Director relayed that the current franchise agreement dates from the 1970s timeframe, or 50 years. The only difference between the current agreement and new agreement is that in lieu of discounting street lighting to the City, Ameren would remit an annual payment of \$107,000. Staff found that the 60 percent discount for street lighting was applied to three

accounts, therefore, this is a significant payment and found to be more than sufficient and recommends to enter the franchise agreement with Ameren. The City Attorney added to the agreement a Termination for Convenience clause with 180-day notice which Ameren accepted. This give the City the opportunity to review for potential changes to the agreement if there are disagreeable items such as road reconstruction projects requiring Ameren to relocate their utilities. Ameren recommended a term of 20-years.

Aldermen Frawley questioned what fund the Ameren payment would be deposited into since these funds are expended from the Motor Fuel Tax Fund to which the Director replied he will need to meet with the Director of Finance to discuss this matter, but believes most appropriately, the payment should be deposited into the Motor Fuel Tax Fund. Alderman Frawley expressed his concern of putting the City in a situation where it would have to pay back the Motor Fuel Tax Fund. The Director commented that the Motor Fuel Tax Funds are being spent aggressively this year, next year, and probably the following year, so if the payment could be deposited into the Motor Fuel Tax Fund it would be a worthy account to deposit the payment into.

Motion and second to forward an Ordinance to City Council with the recommendation of approval the Franchise Agreement between the City and Ameren for electric service within the City by Aldermen Peck/LeFlore. Roll call vote – Aldermen Frawley, Leflore, Baeske, Peck, voted yes; Alderman Williams, absent. The motion carried by voice vote and was unanimous.

#### **AMEREN GAS FRANCHISE AGREEMENT**

The Director stated this franchise agreement is for the gas utility provided by Ameren. The notable difference is the 20-year termination of the agreement and the added Termination of Convenience Clause. This agreement will provide the City with an annual payment to the City of \$40,150. Ameren will begin charging the City for gas consumption at City Hall, Library, and the Police facility. Previously, and currently, the City pays for gas consumption at the Annex. The Director believes this payment will double in what the City would pay for consumption and believes it is a fair and equitable proposal.

Alderman Baeske questioned why Ameren has not charged for the rest of the facilities through the years to which the Director could not speak to this since it is a 50-year old agreement.

Alderman Poletti questioned if the extra fees impact the budget and does the payment from Ameren Electric offset the payment to Ameren Gas to which the Director replied that it could, but this will have to be discussed with the Finance Director. The Director stated that we could offset the gas consumption cost with the Ameren's lighting payment if it is deposited into the General Fund with the remainder being deposited into the Motor Fuel Tax Fund.

Motion and second to forward an Ordinance to City Council with the recommendation of approval the Franchise Agreement between the City and Ameren for natural gas service within the City by Aldermen Peck/LeFlore. Roll call vote – Aldermen Frawley, Leflore, Baeske, Peck, voted yes; Alderman Williams, absent. The motion carried by voice vote and was unanimous.

**DIRECTOR'S REPORT**

The Director of Public Works presented his written report to the elected officials for their review.

The Director relayed that the retaining wall at Union Hill Road and Longacre Drive is on the schedule to be repaired in the very near future.

**Adjournment 6:41 p.m.**

Submitted By:

\_\_\_\_\_  
Recorder

DRAFT



# FAIRVIEW HEIGHTS POLICE

10027 BUNKUM ROAD ■ FAIRVIEW HEIGHTS, IL ■ 62208 ■ PHONE: (618) 489-2100 ■ FAX: (618) 489-2109  
ONLINE AT: [www.fairviewpd.org](http://www.fairviewpd.org) ■ [www.facebook.com/fairviewpd](http://www.facebook.com/fairviewpd)

## MEMORANDUM

**DATE:** 07 May 2021

**TO:** ELECTED OFFICIALS

**FROM:** Chief C. Locke

**SUBJECT:** STATE OF THE DEPARTMENT – MONTHLY REPORT FOR APRIL 2021

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### AGENDA ITEMS:

- **PURCHASE OF SQUAD CAR:** The Department is in need of a squad car to be utilized for patrol duties. The current budget allows for the purchase of squad cars. The vehicle requested is a 2021 Ford Utility Interceptor (police package), VIN 1FM5K8AB4MGA19920 for an amount not to exceed \$35,685.00 to be purchased from Landmark Ford which holds the state bid. *Staff requests a resolution be forwarded to council allowing the Mayor to enter into an agreement with Landmark Ford for the purchase of this vehicle.*
- **ILEAS FOR EXCURSION AND ENCLOSED TRAILER:** The Department has been requested to take ownership and maintain a 2005 Ford Excursion, VIN 1FMSU41P75ED41823 and a 2013 Haulmark Enclosed Trailer, VIN 16HPB1228DH198662. The vehicle and trailer may be utilized by FHPD personnel for any task which is duty related. The vehicles primary function is for training and real world activations of the ILEAS SRT and MFF. *Staff requests committee and council allow the Mayor to enter into an agreement with the Illinois Law Enforcement Alarm System to assume ownership of the aforementioned pieces of equipment.*

**CRIME:** The provided snapshot on activity is based upon computer-aided dispatch data. As such, the statistics provided are not official. They are only intended to provide a general sense of crime in the community.

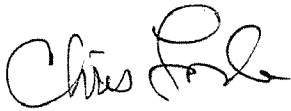
- There have been 8,371 computer aided dispatch transactions this year to date, compared with 8,930 last year.
- There have been no homicides so far this year.
- Below is a comparison of crimes year to date (YTD), compared to the same period in 2020:
  - 117 thefts compared to 263 in 2020
  - 20 car burglaries compared to 22 in 2020
  - 5 residential burglaries compared to 12 in 2020
  - 9 stolen vehicles compared to 12 in 2020
  - 0 robberies, compared to 1 in 2020
  - 21 aggravated assault/batteries (non-domestic), compared to 19 in 2020

- Self-Initiated Field Activity (Year to Date):
  - 20 DUI arrests
  - 43 fugitive arrests
  - 6 cannabis arrests
  - 7 weapons arrests
  - 3 drug paraphernalia arrest
  - 15 controlled substances arrests

**UPDATES/SIGNIFICANT ISSUES AND EVENTS:**

- The department remains understaffed by two sworn police officers.

Respectfully submitted,



CHRISTOPHER S. LOCKE  
Police Chief

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MORROW BROTHERS FORD, INC. GREENFIELD, IL FOR THE PURCHASE OF ONE (1) 2021 FORD UTILITY INTERCEPTOR POLICE PACKAGE FOR USE BY THE POLICE DEPARTMENT.**

WHEREAS, the City of Fairview Heights is in need of one (1) Ford Utility Interceptor;

WHEREAS, Morrow Brother's Ford, Inc. 1242 Main Street, Greenfield, IL 62044 has submitted the best bid through the State of Illinois Joint Purchasing Plan for the purchase of one (1) 2021 Ford Utility Interceptor Police Package, VIN #1FM5K8AB4MGA19920, in the amount not to exceed THIRTY FIVE THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS (\$35,685.00);

WHEREAS, the monies for the purchase of the vehicle is in the 2021-2022 City of Fairview Heights' Budget;

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 enter into a Purchase Agreement with Morrow Brother's Ford, Inc., 1242 Main Street, Greenfield, IL 62044 for one (1) 2021 Ford Utility Interceptor Police Package, for a cost not to exceed THIRTY FIVE THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS (\$35,685.00).

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

**ILEAS Mobile Field Force  
Vehicle Agreement – Ford Excursion**

- 1. PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and the City of Fairview Heights.
- 2. AUTHORITY.** ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). The City of Fairview Heights is a municipality of the State of Illinois, and is one of the local law enforcement agencies that created ILEAS. This agreement between ILEAS and the City of Fairview Heights is authorized under the provisions of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
- 3. PURPOSE.** The purpose of ILEAS is to support law enforcement mutual aid throughout the State of Illinois. Furthering that mission, ILEAS supports regional Mobile Field Forces throughout the State of Illinois. The City of Fairview Heights is a member of the Region 8 Mobile Field Force. To support the Mobile Field Forces, ILEAS has purchased a number of vehicles and seeks to locate the vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls for law enforcement mutual aid. The City of Fairview Heights is willing to become the custodian of ILEAS vehicle(s) to facilitate law enforcement mutual aid in its region.
- 4. RESPONSIBILITIES.**
  - a. ILEAS shall:
    - 1) Provide the vehicle described in Attachment A to the City of Fairview Heights.
    - 2) Inform the City of Fairview Heights of any recall or product liability issue within a reasonable time of ILEAS being informed as the “purchaser of record” of the issue.
  - b. The City of Fairview Heights shall:
    - 1) Accept the vehicle described in Attachment A, obtain proper title and license for the vehicle, and insure the vehicle according to its own policies for insuring similar vehicles.
    - 2) Conduct appropriate and effective preventative maintenance and keep the vehicle in good operating condition at all times and be responsible for fuel, oil and other maintenance consumables, and all major repairs.

- 3) Store the vehicle in a safe location and make reasonable efforts to protect it from the outdoor elements when not in use.
  - 4) Make the vehicle available upon call for mutual aid and interagency regional emergency responses, as requested either by ILEAS or IEMA.
  - 5) Make the vehicle available to ILEAS or IEMA for regional training.
  - 6) Make the vehicle available for inspection by any official of ILEAS or IEMA.
- c. The City of Fairview Heights shall not be responsible for the vehicle when it has been activated as a State resource and is outside the control and supervision of the City of Fairview Heights.
  - d. ILEAS shall not be obligated to fund any capital replacement costs for the vehicle.
  - e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.
- 5. USE OF THE VEHICLE.** The City of Fairview Heights will abide by the following conditions governing the use of the vehicle.
- a. The vehicle shall only be used for official purposes.
  - b. The vehicle shall only be operated by official, trained employees of the City of Fairview Heights, unless the vehicle has been transferred to another jurisdiction with the express prior consent of ILEAS.
  - c. The vehicle may be used by the City of Fairview Heights as an asset for its own or regional critical incidents or training.
  - d. The vehicle shall not be used or operated contrary to law.
  - e. The vehicle will not be used for any race or competition.
  - f. The vehicle will not be operated in a negligent or reckless manner.
  - g. The vehicle will not be assigned to one person for use as a "take home" vehicle or used on a daily basis.
  - h. The vehicle will not be marked in any fashion without the written consent of ILEAS.

- i. The vehicle will not be altered or modified in any significant manner without the consent of ILEAS.
  - j. The vehicle will not be removed from the State of Illinois without prior permission from the ILEAS.
- 6. INSURANCE.** The City of Fairview Heights shall fully indemnify ILEAS for any and all loss of or damage to the vehicle or equipment. The City of Fairview Heights shall report all instances of theft, collision, or significant damage to the ILEAS Executive Director within three business days of their discovery. When this vehicle is activated by ILEAS or IEMA and not under the directed control and supervision of the City of Fairview Heights, the City of Fairview Heights will not be financially responsible for damage that may occur to the vehicle outside of the accepted insurance arrangement.
- 7. NOTIFICATIONS.** For any communications concerning this agreement, the parties agree that the following individuals, or their successors, shall constitute adequate notice to the party with whom they are identified:
- a. Chief  
Fairview Heights Police Department  
10027 Bunkum Road  
Fairview Heights, IL 62208
  - b. Executive Director  
Illinois Law Enforcement Alarm System  
1701 East Main Street  
Urbana, Illinois 61802
- 8. SEVERABILITY.** Nothing in this agreement is intended to conflict with current laws or regulations. If a term or provision of this agreement is inconsistent with such current laws or regulations, then that term or provision shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. Nothing contained herein shall be deemed to affect contracts, agreements or other memoranda of understanding between ILEAS and the City of Fairview Heights.
- 9. EFFECTIVE DATE.** The terms of this agreement will become effective upon date that this agreement is executed by the last party to execute this agreement by the date(s) shown below.
- 10. MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties to this agreement.
- 11. TERMINATION.** The terms of this agreement, as modified with the consent of both parties (if applicable), will remain in force and effect until terminated by either party. Either party, upon 30 days' written notice to

the other party, may terminate this agreement. Upon termination, by either party, the City of Fairview Heights shall return the vehicle to ILEAS.

## **12.ADDITIONAL PROVISIONS.**

- a. Compliance with Laws - All parties to this agreement intend to comply with all 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 and govern the parties to this agreement.
- b. Status of a Signatories – 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 parties to this agreement. Each party to this agreement is acting in its own individual capacity and not as the agent of any other entity.
- c. Immunities - With respect to the parties to this agreement, their participation in this agreement shall not be deemed to waive any governmental immunity or defense to which the parties would otherwise be entitled under statute or common law in the absence of this agreement.
- d. No Third Party Beneficiary - This agreement is not intended nor expected to confer upon or permit any person or entity, other than the parties to this agreement, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that this agreement, shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public) based on this agreement. It is the express intention of ILEAS and the City of Fairview Heights that any person or entity (other than ILEAS and the City of Fairview Heights) who may be deemed to receive services or benefits under this agreement shall be deemed to be only an incidental beneficiary to this agreement.
- e. Paragraph Headings - The captions and headings used in this agreement are only for convenience of reference and the organization of this agreement and shall not be construed as expanding, defining or limiting the terms and provisions in this agreement.
- f. Parol Evidence - This agreement constitutes the entire understanding between ILEAS and the City of Fairview Heights

concerning this agreement's subject matter, whether or not written,  
and may not be modified except as otherwise provided herein.

IN WITNESS WHEREOF, the parties to this agreement have noted their  
understanding of the terms of this document and the accommodations set forth  
therein on the dates shown below.

**Fairview Heights**

**ILEAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

### ILEAS Mobile Field Force [ Ford Excursion ]

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See the attached Agreement between the Illinois Law Enforcement Alarm System and the City of Fairview Heights. The specific vehicles are described herein:

Make	Ford
Model	Excursion
Color	Dark Gray Metallic
Year	2005
VIN#	1FMSU41P75ED41823

Fairview Heights

ILEAS

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(date)

(date)

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ILEAS FOR THE CITY TO ASSUME OWNERSHIP OF ONE 2005 FORD EXCURSION, VIN #1FMSU41P75ED41823, AND ONE MOBILE FIELD FORCE EQUIPMENT TRAILER VIN #16HPB1228DH198662 FOR USE BY THE POLICE DEPARTMENT.**

WHEREAS, Illinois Law Enforcement Alarm System (ILEAS) supports regional Mobile Field Forces throughout the State of Illinois.

WHEREAS, the City of Fairview Heights is a member of Region 8 Mobile Field Force.

WHEREAS, ILEAS has purchased a number of vehicles and seeks to locate the vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters and other calls for Law Enforcement mutual aid.

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 enter into an agreement with ILEAS to assume ownership of one 2005 Ford Excursion, VIN #1FMSU41P75ED41823, per the agreement attached hereto, made a part hereof and marked "EXHIBIT A" and one Mobile Field Force Equipment Trailer VIN #16HPB1228DH198662, per the agreement attached hereto, made a part hereof and marked "EXHIBIT B."

This Resolution shall be in full force an 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"

## ILEAS Mobile Field Force Vehicle Agreement – Ford Excursion

1. **PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and the City of Fairview Heights.
2. **AUTHORITY.** ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). The City of Fairview Heights is a municipality of the State of Illinois, and is one of the local law enforcement agencies that created ILEAS. This agreement between ILEAS and the City of Fairview Heights is authorized under the provisions of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
3. **PURPOSE.** The purpose of ILEAS is to support law enforcement mutual aid throughout the State of Illinois. Furthering that mission, ILEAS supports regional Mobile Field Forces throughout the State of Illinois. The City of Fairview Heights is a member of the Region 8 Mobile Field Force. To support the Mobile Field Forces, ILEAS has purchased a number of vehicles and seeks to locate the vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls for law enforcement mutual aid. The City of Fairview Heights is willing to become the custodian of ILEAS vehicle(s) to facilitate law enforcement mutual aid in its region.
4. **RESPONSIBILITIES.**
  - a. ILEAS shall:
    - 1) Provide the vehicle described in Attachment A to the City of Fairview Heights.
    - 2) Inform the City of Fairview Heights of any recall or product liability issue within a reasonable time of ILEAS being informed as the "purchaser of record" of the issue.
  - b. The City of Fairview Heights shall:
    - 1) Accept the vehicle described in Attachment A, obtain proper title and license for the vehicle, and insure the vehicle according to its own policies for insuring similar vehicles.
    - 2) Conduct appropriate and effective preventative maintenance and keep the vehicle in good operating condition at all times and be responsible for fuel, oil and other maintenance consumables, and all major repairs.

- 3) Store the vehicle in a safe location and make reasonable efforts to protect it from the outdoor elements when not in use.
  - 4) Make the vehicle available upon call for mutual aid and interagency regional emergency responses, as requested either by ILEAS or IEMA.
  - 5) Make the vehicle available to ILEAS or IEMA for regional training.
  - 6) Make the vehicle available for inspection by any official of ILEAS or IEMA.
- c. The City of Fairview Heights shall not be responsible for the vehicle when it has been activated as a State resource and is outside the control and supervision of the City of Fairview Heights.
  - d. ILEAS shall not be obligated to fund any capital replacement costs for the vehicle.
  - e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.

**5. USE OF THE VEHICLE.** The City of Fairview Heights will abide by the following conditions governing the use of the vehicle.

- a. The vehicle shall only be used for official purposes.
- b. The vehicle shall only be operated by official, trained employees of the City of Fairview Heights, unless the vehicle has been transferred to another jurisdiction with the express prior consent of ILEAS.
- c. The vehicle may be used by the City of Fairview Heights as an asset for its own or regional critical incidents or training.
- d. The vehicle shall not be used or operated contrary to law.
- e. The vehicle will not be used for any race or competition.
- f. The vehicle will not be operated in a negligent or reckless manner.
- g. The vehicle will not be assigned to one person for use as a "take home" vehicle or used on a daily basis.
- h. The vehicle will not be marked in any fashion without the written consent of ILEAS.

- i. The vehicle will not be altered or modified in any significant manner without the consent of ILEAS.
  - j. The vehicle will not be removed from the State of Illinois without prior permission from the ILEAS.
- 6. INSURANCE.** The City of Fairview Heights shall fully indemnify ILEAS for any and all loss of or damage to the vehicle or equipment. The City of Fairview Heights shall report all instances of theft, collision, or significant damage to the ILEAS Executive Director within three business days of their discovery. When this vehicle is activated by ILEAS or IEMA and not under the directed control and supervision of the City of Fairview Heights, the City of Fairview Heights will not be financially responsible for damage that may occur to the vehicle outside of the accepted insurance arrangement.
- 7. NOTIFICATIONS.** For any communications concerning this agreement, the parties agree that the following individuals, or their successors, shall constitute adequate notice to the party with whom they are identified:
  - a. Chief  
Fairview Heights Police Department  
10027 Bunkum Road  
Fairview Heights, IL 62208
  - b. Executive Director  
Illinois Law Enforcement Alarm System  
1701 East Main Street  
Urbana, Illinois 61802
- 8. SEVERABILITY.** Nothing in this agreement is intended to conflict with current laws or regulations. If a term or provision of this agreement is inconsistent with such current laws or regulations, then that term or provision shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. Nothing contained herein shall be deemed to affect contracts, agreements or other memoranda of understanding between ILEAS and the City of Fairview Heights.
- 9. EFFECTIVE DATE.** The terms of this agreement will become effective upon date that this agreement is executed by the last party to execute this agreement by the date(s) shown below.
- 10. MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties to this agreement.
- 11. TERMINATION.** The terms of this agreement, as modified with the consent of both parties (if applicable), will remain in force and effect until terminated by either party. Either party, upon 30 days' written notice to

the other party, may terminate this agreement. Upon termination, by either party, the City of Fairview Heights shall return the vehicle to ILEAS.

## **12.ADDITIONAL PROVISIONS.**

- a. Compliance with Laws - All parties to this agreement intend to comply with all 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 and govern the parties to this agreement.
- b. Status of a Signatories – 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 parties to this agreement. Each party to this agreement is acting in its own individual capacity and not as the agent of any other entity.
- c. Immunities - With respect to the parties to this agreement, their participation in this agreement shall not be deemed to waive any governmental immunity or defense to which the parties would otherwise be entitled under statute or common law in the absence of this agreement.
- d. No Third Party Beneficiary - This agreement is not intended nor expected to confer upon or permit any person or entity, other than the parties to this agreement, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that this agreement, shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public) based on this agreement. It is the express intention of ILEAS and the City of Fairview Heights that any person or entity (other than ILEAS and the City of Fairview Heights) who may be deemed to receive services or benefits under this agreement shall be deemed to be only an incidental beneficiary to this agreement.
- e. Paragraph Headings - The captions and headings used in this agreement are only for convenience of reference and the organization of this agreement and shall not be construed as expanding, defining or limiting the terms and provisions in this agreement.
- f. Parol Evidence - This agreement constitutes the entire understanding between ILEAS and the City of Fairview Heights

concerning this agreement's subject matter, whether or not written,  
and may not be modified except as otherwise provided herein.

IN WITNESS WHEREOF, the parties to this agreement have noted their  
understanding of the terms of this document and the accommodations set forth  
therein on the dates shown below.

**Fairview Heights**

**ILEAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

### ILEAS Mobile Field Force [ Ford Excursion ]

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See the attached Agreement between the Illinois Law Enforcement Alarm System and the City of Fairview Heights. The specific vehicles are described herein:

Make	Ford
Model	Excursion
Color	Dark Gray Metallic
Year	2005
VIN#	1FMSU41P75ED41823

Fairview Heights

ILEAS

---

(date)

(date)

# "EXHIBIT B"

## ILEAS Mobile Field Force Vehicle Agreement – Equipment Trailer

1. **PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and the City of Fairview Heights.
2. **AUTHORITY.** ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). The City of Fairview Heights is a municipality of the State of Illinois, and is one of the local law enforcement agencies that created ILEAS. This agreement between ILEAS and the City of Fairview Heights is authorized under the provisions of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
3. **PURPOSE.** The purpose of ILEAS is to support law enforcement mutual aid throughout the State of Illinois. Furthering that mission, ILEAS supports regional Mobile Field Forces throughout the State of Illinois. The City of Fairview Heights is a member of the Region 8 Mobile Field Force. To support the Mobile Field Forces, ILEAS has purchased a number of vehicles and seeks to locate the vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls for law enforcement mutual aid. The City of Fairview Heights is willing to become the custodian of ILEAS vehicle(s) to facilitate law enforcement mutual aid in its region.
4. **RESPONSIBILITIES.**
  - a. ILEAS shall:
    - 1) Provide the vehicle described in Attachment A to the City of Fairview Heights.
    - 2) Inform the City of Fairview Heights of any recall or product liability issue within a reasonable time of ILEAS being informed as the "purchaser of record" of the issue.
  - b. The City of Fairview Heights shall:
    - 1) Accept the vehicle described in Attachment A, obtain proper title and license for the vehicle, and insure the vehicle according to its own policies for insuring similar vehicles.
    - 2) Conduct appropriate and effective preventative maintenance and keep the vehicle in good operating condition at all times and be responsible for fuel, oil and other maintenance consumables, and all major repairs.

- 3) Store the vehicle in a safe location and make reasonable efforts to protect it from the outdoor elements when not in use.
  - 4) Make the vehicle available upon call for mutual aid and interagency regional emergency responses, as requested either by ILEAS or IEMA.
  - 5) Make the vehicle available to ILEAS or IEMA for regional training.
  - 6) Make the vehicle available for inspection by any official of ILEAS or IEMA.
- c. The City of Fairview Heights shall not be responsible for the vehicle when it has been activated as a State resource and is outside the control and supervision of the City of Fairview Heights.
  - d. ILEAS shall not be obligated to fund any capital replacement costs for the vehicle.
  - e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.

**5. USE OF THE VEHICLE.** The City of Fairview Heights will abide by the following conditions governing the use of the vehicle.

- a. The vehicle shall only be used for official purposes.
- b. The vehicle shall only be operated by official, trained employees of the City of Fairview Heights, unless the vehicle has been transferred to another jurisdiction with the express prior consent of ILEAS.
- c. The vehicle may be used by the City of Fairview Heights as an asset for its own or regional critical incidents or training.
- d. The vehicle shall not be used or operated contrary to law.
- e. The vehicle will not be used for any race or competition.
- f. The vehicle will not be operated in a negligent or reckless manner.
- g. The vehicle will not be assigned to one person for use as a "take home" vehicle or used on a daily basis.
- h. The vehicle will not be marked in any fashion without the written consent of ILEAS.

- i. The vehicle will not be altered or modified in any significant manner without the consent of ILEAS.
  - j. The vehicle will not be removed from the State of Illinois without prior permission from the ILEAS.
- 6. INSURANCE.** The City of Fairview Heights shall fully indemnify ILEAS for any and all loss of or damage to the vehicle or equipment. The City of Fairview Heights shall report all instances of theft, collision, or significant damage to the ILEAS Executive Director within three business days of their discovery. When this vehicle is activated by ILEAS or IEMA and not under the directed control and supervision of the City of Fairview Heights, the City of Fairview Heights will not be financially responsible for damage that may occur to the vehicle outside of the accepted insurance arrangement.
- 7. NOTIFICATIONS.** For any communications concerning this agreement, the parties agree that the following individuals, or their successors, shall constitute adequate notice to the party with whom they are identified:
- a. Chief  
Fairview Heights Police Department  
10027 Bunkum Road  
Fairview Heights, IL 62208
  - b. Executive Director  
Illinois Law Enforcement Alarm System  
1701 East Main Street  
Urbana, Illinois 61802
- 8. SEVERABILITY.** Nothing in this agreement is intended to conflict with current laws or regulations. If a term or provision of this agreement is inconsistent with such current laws or regulations, then that term or provision shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. Nothing contained herein shall be deemed to affect contracts, agreements or other memoranda of understanding between ILEAS and the City of Fairview Heights.
- 9. EFFECTIVE DATE.** The terms of this agreement will become effective upon date that this agreement is executed by the last party to execute this agreement by the date(s) shown below.
- 10. MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties to this agreement.
- 11. TERMINATION.** The terms of this agreement, as modified with the consent of both parties (if applicable), will remain in force and effect until terminated by either party. Either party, upon 30 days' written notice to

the other party, may terminate this agreement. Upon termination, by either party, the City of Fairview Heights shall return the vehicle to ILEAS.

## **12. ADDITIONAL PROVISIONS.**

- a. Compliance with Laws - All parties to this agreement intend to comply with all 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 and govern the parties to this agreement.
- b. Status of a Signatories – 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 parties to this agreement. Each party to this agreement is acting in its own individual capacity and not as the agent of any other entity.
- c. Immunities - With respect to the parties to this agreement, their participation in this agreement shall not be deemed to waive any governmental immunity or defense to which the parties would otherwise be entitled under statute or common law in the absence of this agreement.
- d. No Third Party Beneficiary - This agreement is not intended nor expected to confer upon or permit any person or entity, other than the parties to this agreement, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that this agreement, shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public) based on this agreement. It is the express intention of ILEAS and the City of Fairview Heights that any person or entity (other than ILEAS and the City of Fairview Heights) who may be deemed to receive services or benefits under this agreement shall be deemed to be only an incidental beneficiary to this agreement.
- e. Paragraph Headings - The captions and headings used in this agreement are only for convenience of reference and the organization of this agreement and shall not be construed as expanding, defining or limiting the terms and provisions in this agreement.
- f. Parol Evidence - This agreement constitutes the entire understanding between ILEAS and the City of Fairview Heights

concerning this agreement's subject matter, whether or not written,  
and may not be modified except as otherwise provided herein.

IN WITNESS WHEREOF, the parties to this agreement have noted their  
understanding of the terms of this document and the accommodations set forth  
therein on the dates shown below.

**Fairview Heights**

**ILEAS**

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment A

### ILEAS Mobile Field Force [ Equipment Trailer ]

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See the attached Agreement between the Illinois Law Enforcement Alarm System and the City of Fairview Heights. The specific vehicles are described herein:

Make	Haulmark
Model	TST7X12WT2
Color	White
Year	2013
VIN#	16HPB1228DH198662

Fairview Heights

ILEAS

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(date)

(date)

## **MOTIONS**

### **Agenda Item 1**

Move to direct staff to advertise and auction the following vehicles:

2009 Ford Crown Victoria

2011 Ford Crown Victoria

# Memo

**To:** Elected Officials  
**From:** John Harty-Director of Public Works   
**CC:** Directors  
**Date:** May 10, 2021  
**Re:** Public Works Committee Agenda Overview

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**Surplus Vehicles – Motion to Auction**  
**(Agenda Item 2)**

The City currently has in its possession two vehicles, both of which are not worthy of adding to the City Hall staff fleet, that the Department is interested in retiring by auction. The vehicles are listed below:

<u>VEHICLE</u>	<u>MILEAGE</u>
2009 Ford Crown Victoria	109,954
2011 Ford Crown Victoria	118,529

The Department is requesting a motion to direct staff to retire the vehicles by advertising them to be auctioned to the highest bidder.



## Director's Report - Project Update

### **Caseyville Township Sewer Projects**

- **Capitol Oaks** – The contractor has returned to the area and have dressed up the disturbed property, seeded and mulched. There will likely be additional work to ensure the works meets the satisfaction of the residents.
- **Susan Court** – The sewer work has been completed in the Susan Court vicinity. After some time to allow the trenches to settle the contractor will return to perform grading, clean up and seeding.
- **South Bountiful** – The contractor is currently working in the Laurel Drive and Helen Court vicinity. The sewer is located within the roadway which makes travel in that area less convenient. This work should be done in the next couple of weeks/

### Union Hill/Longacre Signals

With the receipt of the motorist's insurance compensation, the retaining wall at the Union Hill and Longacre intersection was repaired by Hank's Excavating and Landscaping on April 26. The inordinate amount of time attributed to the damage to the repair is due largely to the complexities associated with the insurance company. The Department is pleased that the corridor once again appears as intended.