
EXECUTIVE SESSION – 7:00 P.M. – LITIGATION SECTION 2(C)(11) OF THE OPEN MEETINGS ACT

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

August 18, 2014

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [August 4, 2014](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve [a Resolution Commending Michael L. Sklodowski for his Achievement to the Rank of Eagle Scout](#) in the City of Darien, DuPage County, Illinois
 - B. Consideration of a Motion to Approve [a Resolution Commending Cancer Smashers for their Volunteerism Service to the Community and Extraordinary Efforts to Raise Money and Awareness in the Fight Against Cancer](#) in the City of Darien, DuPage County Illinois
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department Monthly Report — [July 2014](#)
12. Treasurer's Report
 - A. Warrant Number — [14-15-07](#)
 - B. Monthly Report — July 2014

13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to [Grant Waiver of the Raffle License Bond Requirement for the Reconnect Girls](#) on behalf of the Wings Program Inc.
 - B. Consideration of a Motion to Approve [a Resolution Authorizing the City Administrator to Execute a Law Enforcement Mutual Aid Agreement and Participate in the Illinois Law Enforcement Alarm System](#)
17. New Business
 - A. Consideration of a Motion to Approve [a Resolution to Add Quantities for the Capitol Drive, 68th Street and Iris Road Ditch Maintenance Projects](#) in an Amount not to Exceed \$190,000.00
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE AUGUST 4, 2014 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:30 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

AUGUST 4, 2014

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

Mayor Weaver led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Tina Beilke	Sylvia McIvor
	Thomas J. Belczak	Ted V. Schauer
	Joseph A. Kenny	Joerg Seifert
	Joseph A. Marchese	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon D. Vana, City Administrator
Daniel Gombac, Director of Municipal Service
Ernest Brown, Police Chief

4. **DECLARATION OF A QUORUM** — There being seven aldermen present, Mayor Weaver declared a quorum.

5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS - GENERAL**

Arleta Peknik, 609 72nd Street spoke in favor of the clock tower, and suggested the Chase sign be placed in a different location.

6. **APPROVAL OF MINUTES** - July 21, 2014 City Council Meeting

It was moved by Alderman Seifert and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of July 21, 2014 as presented.

Roll Call:	Ayes:	Beilke, Belczak, Kenny, Marchese, McIvor, Seifert
	Abstain:	Schauer
	Nays:	None
	Absent:	None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Mayor Weayer noted that Director Gombac received positive comments about working in Darien from Joe Huron, representative of John Manos/ Brookhaven Market.

Alderman Beilke...

...received communications from the residents at 410 and 414 71st Street regarding the No Parking signs on the north side of 71st Street last week. Alderman Beilke inquired if placement of the signs was authorized. Chief Brown responded that the signs were not authorized and have been removed. Chief Brown noted that, due to a safety issue, the parking restriction closest to Clarendon Hills Road on 71st Street is monitored and enforced.

Alderman Marchese...

...received numerous communications from residents regarding the dead trees and refuse adjacent to the creek and golf course. Director Gombac reviewed the situation and the efforts the City has taken to work with DuPage County to clean up the area. He added that once the County's protocol and the City's responsibility are clarified, this item will be brought to committee for review and recommendation.

Alderman Seifert...

...advised that the traffic lights at 75th and Plainfield are very short and are causing major traffic delays. Director Gombac explained that lightning struck one of the controllers; and replacement parts have been ordered.

Alderman Kenny...

...received communication from Jane Herman of Norman Court regarding the mounds of dirt on 75th Street. Director Gombac advised the stock pile has been approved by the County, and will be spread after construction.

...received an e-mail from Beth Tischler regarding an award the Cancer Smashers received.

...received communication from a Ralph Lodato, 1500 block of 71st Street, regarding speeding on 71st Street.

8. **MAYOR'S REPORT**

There was no report.

9. **CITY CLERK'S REPORT**

Clerk Ragona invited all to Meet and Greet Mayor Weaver on August 18, 2014 at City Hall in the upstairs conference room at 6:00 P.M.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac...

...presented a rendering of the proposed development of the property on the northeast corner of Cass & Plainfield, and provided information regarding the proposed clock tower, fountain, landscape, paver bricks, and benches. He noted that he is in the process of negotiating with Chase Bank to relocate their proposed signage. Mayor Weaver stated that she would not be in favor of two signs on the property. Alderman Belczak noted that the purpose of the Chase sign was to direct traffic on Plainfield to their location.

...brought in a section of watermain from Plainfield Road to demonstrate the need for a proactive approach in replacing the 40-45 year old watermain that is 10-12 feet deep and on the verge of breaking.

12. **TREASURER’S REPORT**

Treasurer Coren questioned the payment to Shive-Hattery, Inc. Director Gombac responded that the check will not be released until a detailed billing report is provided.

A. WARRANT NUMBER 14-15-06

It was moved by Alderman Belczak and seconded by Alderman Seifert to approve payment of Warrant Number 14-15-06 in the amount of \$215,533.02 from the enumerated funds; and \$252,335.01 from payroll funds for the period ending 07/24/14; for a total to be approved of \$467,868.03.

Alderman Kenny questioned how many trees were removed by Homer Tree at the cost of \$20,782.50. Director Gombac advised that the fee is based on the tree height and diameter. Treasurer Coren responded that approximately 30-35 trees had been removed. In response to Mayor Weaver, Director Gombac advised that ash trees with a red marking authorizes removal and purple designates tree will be monitored.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert
Nays: None
Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Treasurer Coren provided a brief report on the Police Pension fund. He noted that the Actuarial Report will be reviewed by the Administrative/Finance Committee.

13. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese advised the minutes of the June 23, 2014 meeting of the Municipal Services Committee have been submitted to the Clerk’s Office. He announced the next meeting is scheduled for August 25, 2014 at 6:30 P.M. in the Council Chambers.

Administrative/Finance Committee – Chairman Schauer advised that the minutes of the April and July 2014 meetings of the Administrative Finance Committee have been

submitted to the Clerk’s Office. He announced the next meeting is scheduled for Tuesday, September 2, 2014 at 6:00 P.M. in the upstairs conference room.

Police Committee – Chairman McIvor announced the next meeting of the Police Committee is scheduled for August 18, 2014 at 6:00 P.M. in the Police Department Training Room.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

Alderman McIvor stated, for the record, that she does not support the proposed clock tower.

At the request of Alderman Beilke, Director Gombac provided an overview of Consent Agenda Item D.

Alderman Kenny noted that although he is in favor of development, he is opposed to the process for Old Business Item A, and would have preferred a period of due diligence. Alderman Beilke clarified that Old Business Item A applies only to redevelopment of the property, and that none of the funds are for the clock tower.

15. **OLD BUSINESS**

A. CONSIDERATION OF A MOTION TO AUTHORIZE AN INCREASE IN THE PURCHASE PRICE CREDIT FROM \$125,000 TO AN AMOUNT NOT TO EXCEED \$200,000 TO ACCOUNT FOR EXTRAORDINARY COSTS RELATING TO SUBSTANDARD SOIL CONDITIONS AT THE DARIEN POINTE PROJECT

It was moved by Alderman Schauer and seconded by Alderman Seifert to authorize an increase in the purchase price credit from \$125,000 to an amount not to exceed \$200,000 to account for extraordinary costs relating to substandard soil conditions at the Darien Pointe Project.

Roll Call: Ayes: Beilke, Belczak, Marchese, McIvor, Schauer, Seifert

Nays: Kenny

Absent: None

Results: Ayes 6, Nays 1, Absent 0
MOTION DULY CARRIED

16. **CONSENT AGENDA**

Mayor Weaver reviewed the items on the Consent Agenda for the benefit of the viewing audience.

It was moved by Alderman Marchese and seconded by Alderman Seifert to approve by Omnibus Vote the following items on the Consent Agenda:

- A. **ORDINANCE NO. O-26-14** **AN ORDINANCE APPROVING A VARIATION TO THE DARIEN ZONING ORDINANCE (PZC 2014-05: 1910 MCADAM ROAD)**

- B. **ORDINANCE NO. O-27-14** **AN ORDINANCE GRANTING A MINOR AMENDMENT TO AN APPROVED PLANNED UNIT DEVELOPMENT (BROOKHAVEN PLAZA PUD: WORKOUT ANYTIME)**

- C. **RESOLUTION NO. R-95-14** **A RESOLUTION APPROVING PUBLIC IMPROVEMENTS SUBJECT TO MAINTENANCE (WAL-MART EXPANSION, 2189 75TH STREET, DARIEN TOWNE CENTRE RESUBDIVISION)**

- D. **RESOLUTION NO. R-96-14** **A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE SURVEYING, ENGINEERING AND WATER MODELING STUDY OF THE OPEN DITCH AND STORM WATER CONVEYANCE SYSTEM FOR SAWMILL CREEK-EAST AND WEST LEG**

- E. **ORDINANCE NO. O-28-14** **AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN AREA IN THE CITY OF DARIEN, ILLINOIS (AMENDING TITLE 6C, "WATER DIVISION"; BY REPEALING CHAPTER 5 AND ADDING NEW CHAPTER 5, "REGULATION OF POTABLE WATER SUPPLY WELLS IN A DESIGNATED AREA OF THE CITY OF DARIEN, ILLINOIS"), THERETO**

RESOLUTION NO. _____

**A RESOLUTION COMMENDING MICHAEL L. SKLODOWSKI
FOR HIS ACHIEVEMENT TO THE RANK OF EAGLE SCOUT
IN THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**

WHEREAS, Michael L. Sklodowski is the son of Larry and Yvonne and the brother of Stephan; and

WHEREAS, Michael attended Elizabeth Ide and Prairieview Elementary Schools, and Lakeview Junior High School; and

WHEREAS, Michael is currently a Junior at Downers Grove South High School in Downers Grove; and

WHEREAS, Michael has displayed leadership within the community as an active member of Troop 99, Downers Grove, Illinois, Des Plaines Valley Council, Boy Scouts of America; and

WHEREAS, Michael has earned 40 merit badges; and

WHEREAS, Michael led a team that created a Veterans Memorial Garden to honor those who served in the City of Darien and DuPage County; and

WHEREAS, Michael achieved the rank of Eagle Scout on June 20, 2014, and will be formally recognized and receive his award at an Eagle Scout Court of Honor at Faith United Methodist Church on September 21, 2014; and

WHEREAS, Eagle Scout Michael L. Sklodowski is an exemplary model for the Boy Scouts of America by observing their motto to “BE PREPARED,” and by following their teachings to be trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.

RESOLUTION NO. _____

NOW, THEREFORE, BE IT RESOLVED BY MAYOR WEAVER AND THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that Michael L. Sklodowski is hereby commended for his achievement as an Eagle Scout, his service to the community, and in particular for his continuing efforts and contributions of time, energy, and devotion to the Boy Scouts of America and the City of Darien, in DuPage County, Illinois.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION _____

A RESOLUTION COMMENDING CANCER SMASHERS FOR THEIR VOLUNTEERISM, SERVICE TO THE COMMUNITY AND EXTRAORDINARY EFFORTS TO RAISE MONEY AND AWARENESS IN THE FIGHT AGAINST CANCER IN THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS

WHEREAS, Cancer Smashers is a local group of children raising money and awareness for research of all cancers; and

WHEREAS, Cancer Smashers have been in existence a little over three years; and

WHEREAS, Cancer Smashers participated and won awards in the Darien 4th of July and LaGrange Pet parades; and

WHEREAS, Cancer Smashers collected and delivered over 2,100 toys to Shriner's Children's Hospital, Lurie Children's Hospital, and Hospice; and

WHEREAS, Cancer Smashers volunteered at the Hinsdale Wellness Center Annual Walk; and

WHEREAS, Cancer Smashers helped a farmer shear alpacas; and

WHEREAS, Cancer Smashers set up a recycling program to pay for all costs to maintain their organization; and

WHEREAS, Cancer Smashers welcomed home and cheered for World War II veterans at Midway Airport coming back from an Honor Flight; and

WHEREAS, Cancer Smashers raised and donated over \$50,000 to the Robert H. Lurie Comprehensive Cancer Center; and

WHEREAS, the fundraisers were hosted through the Darien 61 School District and featured on Rob Johnson and Kat Sullivan's "Your Chicago" segment on Channel 2 news; and

RESOLUTION _____

WHEREAS, Cancer Smashers volunteered at the Tee OFF 4 A Cure Golf Fundraiser;
and

WHEREAS, Cancer Smashers hosted a dinner and presentation of the \$26,029.00 check raised by the fundraiser at the schools; and

WHEREAS, Cancer Smashers volunteered at the Goombay Bash at Navy Pier where they helped raise over \$5 million for cancer research; and

WHEREAS, Cancer Smashers volunteered at the Safety Village 25th Anniversary Celebration; and

WHEREAS, Cancer Smashers volunteered at the Darien VFW Walk-a-Thon; and

WHEREAS, Cancer Smashers received a private tour of the Robert H. Lurie Comprehensive Cancer Center of Northwestern where they performed activities in the labs; and

WHEREAS, Cancer Smashers cleaned and helped open the Darien Swim and Recreation Club; and

WHEREAS, Cancer Smashers learned CPR and how to work the AED equipment; and

WHEREAS, with the \$16,000 raised from one of Cancer Smashers fundraisers, Northwestern applied for and received a grant for a \$90,000 microscope for one of the cancer labs; and

WHEREAS, Cancer Smashers were awarded the first year's Steven T. Rosen/H Foundation Basic Cancer Research Award in the Grand Ballroom of Navy Pier on July 12, 2014;
and

WHEREAS, Northwestern University has set up an award called "*Cancer Smasher Postdoctoral Fellow*" and Cancer Smashers will select the winner from a pool of potential doctors.

RESOLUTION _____

NOW, THEREFORE, BE IT RESOLVED BY MAYOR WEAVER AND THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that Cancer Smashers is hereby commended for their volunteerism, service to the community, and in their extraordinary efforts to raise money and awareness in the fight against cancer.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

Police Department

7th POLICE PERIOD REPORT

July 2014

June 30, 2014 thru July 27, 2014

Professionalism

Integrity

Respect

Compassion

Inside This Issue

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DEPARTMENT HIGHLIGHTS

July 2014

DARIEN POLICE AT WORK

As you are aware, two years ago we implemented a park district initiative at Darien Community Park. The goal of that initiative was to encourage the use of Darien Community Park by ensuring that it was safe for families to go to and engage in positive activities that would tend to displace negative activity. The effort has clearly paid off. This year for the summer, our partnership with the park has grown through the weekly Farmer's Market, held at Darien Community Park. As you may also know, there has been some concern about the parking issues along 71st street during the Wednesday event. For the sake of clarification, the Darien Police Department's goal is one of support:

- Supporting positive park district usage
- Supporting the residents who live adjacent to the park
- Supporting the attendees to the park events
- Supporting the goals of City governance

It is my hope that in this support we are able to find a mid-point that is agreeable to all. In meeting those goals, the following factors are taken into consideration:

- Evaluating existing parking restrictions to ensure that they are practical
- Assessing the goals of City governance to ensure safe and positive use of the parks
- Ensuring the events held at the park are successful by accommodating the needs of the attendees
- Being mindful of any unreasonable burden placed upon the full-time residents adjacent to the park

Please enjoy the park and feel free to make suggestions regarding what the Darien Police Department can do to enhance your experiences at the park or anywhere else in Darien.

Darien Police officers responded to a major illegal fireworks display on Clemons during the 7th police period. These fireworks were illegal and many were of professional grade and highly dangerous. One subject was arrested and private cameras used to record the illegal activity were also inventoried. As a reminder, the use of all fireworks in Illinois is illegal. Beyond the legal ramifications, they are dangerous and should only be used by a pyro techniques expert under very controlled conditions.

On Friday August 1, 2014, the Darien Police Department administered its sergeant's promotional examination. The examination occurs in two distinct phases. Phase I was the written part administered on August 1st. The next phase of the examination process will be an assessment component that will test performance in a wide range of scenarios. The promotional test will immediately impact the vacancy left by the retirement of Sergeant David Stock, who left the department in January 2014. The promotional list will remain active for three years. Good Luck to the Darien officers engaged in this process.

We owe a special debt of thanks to the folks at Carmelite Village. Officer Austin Jump of the Darien Police Department learned that the facility would soon be demolished and took the initiative to inquire to see if it could be used as training facility for the Darien Police Department pending the demolition. He was given the go ahead and Officer Jump was able to facilitate some very essential training that dealt with active shooter preparation and breaching (making entry into buildings). Since there is no way to practice

and hone these skills without actually doing it, this training and the use of the Carmelite buildings was an invaluable resource.

We recently forged a new relationship with our counterparts in the Department of Homeland Security (ICE). As part of that informal agreement, we will make our canine available for searches related to money and drug seizures. This becomes another avenue to ensure that our canine and canine handler continue to develop their skills in a non-training environment and creates another avenue to acquire seized funds through the Equitable Sharing Program through the Department of Justice and United States Marshalls Service.

DETECTIVE STATS

Detectives began the 7th period with 52 cases; four cases were closed, two cases were closed by arrest and prosecution and two cases were exceptional closed.

There were seven (7) new cases added, and thirteen (13) cases were suspended. We began the 8th police period with 45 active cases being investigated. Including cases that have been suspended pending lab results, we have the following:

- 30 cases from 2014
- 25 cases from 2013
- 2 cases from 2012
- 1 case from 2011

Cases include:

- 12 theft incidents including identity
- 8 burglaries
- 5 burglary to motor vehicle
- 3 hit and run traffic offenses
- 2 robberies
- 2 death investigations

CRIME PREVENTION

The Darien Police Department continues to work with other agencies to identify potential threats to Darien from individuals being released from the Illinois Department of Corrections and paroled to this jurisdiction. We recently learned of a particular penitentiary release to Darien who has a violent background. The Detective Unit and Crime Analyst will be coordinating with the Illinois Parole Board to identify the subject's parole agent and we will be seeking ways to monitor this subject as long as he remains on parole.

CRIME FREE HOUSING ORDINANCE

We recently completed training of two officers in furthering the implementation of our Crime Free Housing Ordinance. We anticipate that we will shortly commence training the property managers in the Crime Free Housing Ordinance protocol. The training will consist of; ordinance provisions, registering properties, writing smarter leases, collaborating with the Darien Police Department among several other topics. The Crime Free Housing Ordinance, training and implementation are being developed to take additional steps at keeping Darien one of the safest cities in the Midwest. The goal is to ensure viable stake-holdership and to create a sense of community as newer citizens move into Darien as renters and ensure that they, early on, become fully engaged in a culture that supports good citizenship and safety.

CRIME TIPS

There were nine (9) burglaries to motor vehicle incidents that occurred during the 7th police period. Four of those were cleared by arrest, with the arrest of a juvenile subject. We were able to recover some proceeds taken in those burglaries as a result of the arrest. Kudos to the Darien officers making the arrest! As great as it is to get an arrest, it means that TEAM DARIEN (police and citizens) has once again failed at our jobs. I say that because all nine of the vehicles entered were entered by way of a vehicle that was left unlocked. The burglary to motor vehicle incidents all occurred overnight and it is, therefore, unlikely the burglary suspect would risk breaking a window if the doors had been locked. Please remember to lock your doors. The officers of the Darien Police Department will continue aggressive preventive patrolling and work to zero in on known offenders, but it is far better to prevent the burglary than to respond to it.

CHILDREN IN THE ROADWAY

Many schools will open prior to the next update from the Darien Police Department. As the schools open, more and more of our young people will be moving about. For the high schools there will sporting events, for the junior High and middle schools there will be other events. As motorists, we all need to add an extra dose of vigilance to our driving so that our young people are safe. PLEASE WATCH OUT FOR CHILDREN.

OFFENSE AND INCIDENT REPORT

7th Period 2014

July 1, 2014 thru July 31, 2014

Offense and Incident Report Statistics

Type	7 th 2014	7 th 2013	7 th 2012	Percent Change	YTD 2014	YTD 2013	YTD 2012	Percent Change
Assault	0	0	0	NC	3	2	2	+50%
Burglary	1	2	2	-50%	12	21	19	-42.9%
Criminal Damage	6	2	39	+200%	25	36	85	-30.5%
Criminal Trespass	1	0	2	NC	3	5	3	-40%
Disorderly Conduct	6	4	2	+50%	32	27	18	+18.5%
Domestic Violence	16	10	17	+60%	101	95	80	+6.3%
Drug Offense	9	1	1	+800%	22	20	28	+10%
Theft	5	10	7	-50%	68	62	65	+9.7%
Robbery	0	1	1	-100%	4	1	2	+300%
BMV	9	4	7	+125%	26	23	37	+13%
CSA	0	1	0	-100%	1	2	0	-50%
Battery	2	3	2	-33.3%	26	16	19	+62.5%
DUI	6	13	8	-53.8%	20	38	44	-47.4%
TOTAL	61	51	88	+19.6%	343	348	402	-1.4%

KEY STATISTICS
7th Period 2014
July 1, 2014 thru July 31, 2014

Type	7th 2014	7th 2013	7th 2012	Percent change	YTD 2014	YTD 2013	YTD 2012	Percent Change
Events Created	2355	1288	1949	+83%	16840	9332	12652	+80.5%
911 calls	637	550	641	+15.8%	3713	3562	3854	+4.2%
Domestic Calls	24	17	29	+41.2%	162	164	169	-1.2%
Loud Party	7	6	4	+16.7%	15	23	19	-34.8%
Adult Arrest	71	58	76	+22.4%	399	349	599	+14.3%
Juvenile Arrest	10	11	8	-9.1%	56	59	47	-5.1%
Business Checks	121	50	250	+142%	1089	558	1634	+95.2%
Lock Out	18	17	28	+5.9%	158	180	172	-12.2%
House Checks	43	15	23	+186.7%	172	145	253	+18.6%
Assist Other Agency	33	32	50	+3.1%	214	14	9	+1428.6%
Motorist Assists	28	22	27	+27.3%	201	169	151	+19%
Suspicious Activity	85	52	108	+63.5%	427	400	467	+6.75%
School Visitation	0	0	0	NC	214	0	0	NC
School Presentation	0	0	0	NC	15	0	0	NC
Park Duties	69	57	0	+21%	143	73	0	+95.9%
Community Engagement	66	3	0	+2100%	343	59	0	+481.4%
Warrants	3	3	14	NC	24	42	85	-42.9%

ARREST STATISTICS
7th Period 2014
July 1, 2014 thru July 31, 2014

Arrests

	7 th 2014	7 th 2013	7 th 2012	Percent change 2014- 2013	YTD 2014	YTD 2013	YTD 2012	Percent Change 2014- 2013
<i>Number of Arrests:</i>	81	69	84	+17.4%	455	408	646	+11.5%
<i>Charges Filed:</i>								
<i>Battery</i>	1	1	1	NC	5	4	2	+25%
<i>Domestic Battery</i>	0	5	2	-100%	9	16	18	-43.8%
<i>Theft</i>	0	1	0	-100%	2	3	9	-33.3%
<i>Retail Theft</i>	7	0	5	NC	58	5	18	+1060%
<i>Drug Offenses</i>	11	0	1	NC	26	15	23	+73.3%
<i>Illegal Possession of Alcohol/Minor</i>	0	0	1	NC	0	1	2	-100%
<i>Illegal Consumption of Alcohol/Minor</i>	0	0	5	NC	7	8	11	-12.5%
<i>DUI</i>	6	12	08	-50%	19	36	44	-47.2%
<i>Illegal Transportation of Liquor</i>	1	2	0	-50%	5	5	0	NC
<i>Disorderly Conduct</i>	1	0	0	NC	0	7	2	-100%
TOTAL	27	21	23	+28.6%	131	100	129	+31%

911 Calls Distribution by Shift

Shift	Dispatched	Time	Conversion to Hours	% of Total 911	% of Total Time
Day Shift	240	14336.96	239.	37.7%	39.5%
Afternoon	295	16426.18	273.8	46.3%	45.2%
Midnights	102	5573.98	92.9	16%	15.3%
Mini-Mids *	33	1467.36	24.5	5.2%	4%
Totals	637	36337.12	605.6	100%	100%

Note: The dispatched calls column tabulates the 3 shifts only. The count for mini-midnights is already included in the count of midnight calls.

OFFICER ACTIVITY STATISTICS

**7th Period 2014
July 1, 2014 thru July 31, 2014**

<i>Officer Statistics</i>							
<i>Officer</i>	<i>Patrol Shifts Worked</i>	<i>Citations</i>	<i>Traffic Warnings</i>	<i>Self-Initiated</i>	<i>Traffic</i>	<i>911 Calls</i>	<i>Average 911 Per Day</i>
<i>First Shift – Midnights</i>							
<i>Sgt. Topel</i>	15	0	0	22	0	4	0.26
<i>Ofc. Murphy</i>	13	1	4	51	5	13	1
<i>Ofc. Stutte</i>	20	14	14	136	25	16	0.8
<i>Ofc. Skweres</i>	20	6	4	131	10	16	0.8
<i>Ofc. Renner</i>	14.5	3	3	57	4	11	0.75
<i>Ofc. Jump</i>	19	10	7	90	20	21	1.10
<i>Total</i>	101.5	34	32	487	64	77	2.75
<i>Second Shift – Days</i>							
<i>Sgt. Rentka</i>	19	0	0	3	0	3	0.15
<i>Sgt. Liss</i>	5	0	0	1	0	3	0.6
<i>Ofc. Liska</i>	19	0	3	15	3	16	0.84
<i>Ofc. Hellmann</i>	19	12	6	99	15	36	1.9
<i>Ofc. Yeo</i>	20	10	11	112	18	50	2.5
<i>Ofc. Simek</i>	20	1	0	3	20	1	0.05
<i>Ofc. Zimny</i>	19	10	24	137	25	40	2.10
<i>Ofc. Rumick</i>	19	5	12	52	14	43	2.30
<i>Ofc. Milazzo</i>	18	14	9	70	19	44	2.44
<i>Ofc. Pastick</i>	20	18	19	83	27	37	1.85
<i>Total</i>	178	70	84	575	141	273	9.75
<i>Third Shift – Afternoons</i>							
<i>Sgt. Piccoli</i>	14	0	0	1	0	4	0.28
<i>Sgt. Greenaberg</i>	15	0	0	22	11	11	0.73
<i>Ofc. Foyle-Price</i>	12	12	5	62	13	38	3.16
<i>Ofc. Kosieniak</i>	19	9	11	80	15	34	1.78
<i>Ofc. Bischoff</i>	19	1	5	63	6	37	1.94
<i>Ofc. Hruby</i>	19	20	13	64	35	45	2.36
<i>Ofc. Camacho</i>	19	61	13	257	53	50	2.63
<i>Ofc. Lorek</i>	20	0	0	9	0	6	0.3
<i>Ofc. Dollins</i>	20	14	11	97	18	55	2.75
<i>Total</i>	157	117	58	655	151	280	10

COMMUNITY ENGAGEMENT

7th Period 2014
July 1, 2014 thru July 31, 2014

VEHICLE BURGLARY PREVENTION HANG ONS - ELDERLY SERVICES - TOURS OF PD - TALKS WITH YOUTH GROUPS - ETC.

Number of Engagement Locations	35
Contact Time in Minutes	1589.77

LOCATION	1100 79th	1302 Iroquois	1400 Lakeview	1500 71st	1501 Darien Lake	1509 Winterberry	1710 Plainfield	2101 75th	2201 Hamilton	2345 Sokol Ct
TIME IN MINUTES	2.38	3.45	9.03	39.3	26.95	8.45	118.13	25.25	2.82	8.08

LOCATION	7516 Cass	7700 Warwick	7800 Regency Grove	8001 Farmingdale	8251 Lemont	8301 Lemont	8325 Lemont	Robert / Oldfield	Safety Village	2425 75th
TIME IN MINUTES	178.55	68.95	2.24	50.17	5.7	18.48	6.33	4.22	63.53	14.8

LOCATION	451 Plainfield	709 79th	7100 Clarendon Hills Rd	7100 High	7335 Cass	7380 Rt 83	7400 Cass	7414 Cass	7425 Brookdale	7500 Cambridge
TIME IN MINUTES	44.17	6.28	147.41	11.12	85.69	3.22	64.38	117.85	3.23	7.12

LOCATION	7502 Cass	7511 Lemont	2700 Beller	400 71st	7500 Farmingdale
TIME IN MINUTES	76.49	278.95	50.73	25.82	10.5

Schools Closed - Vacation	
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Elderly services officers conducted a special event at the Wal-Mart where they informed the public about the resources the police department could make available to them and their families. Seniors were given File for Life cards and pamphlets warning about Gypsy/Senior scams and how to project themselves.

Officers also gave several presentations to the children attending safety village, they spoke on stranger danger, online safety, explained their equipment and how children should be comfortable approaching officers to ask questions or tell them when they need help. Officers finished by giving the children a "tour" of their squad cars.

Several tours conducted of Police Department, including one to the students of ABC Land.

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
August 18, 2014

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund		\$109,963.76
Water Fund		\$405,735.51
Motor Fuel Tax Fund		\$6,046.36
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		\$705,356.72
Special Service Area Tax Fund		
Drug Seizures Fund		
	<i>Subtotal:</i>	<u>\$1,227,102.35</u>
General Fund Payroll	08/07/14	\$ 232,644.88
Water Fund Payroll	08/07/14	\$ 21,541.53
	<i>Subtotal:</i>	<u>\$ 254,186.41</u>
<i>Total to be Approved by City Council:</i>		<u>\$1,481,288.76</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
AIS	HARDWARE & SOFTWARE - COOPER, GONZALEZ, WRIGHT, PW & BACKUP	4325	Consulting/Professional	1,754.15
AIS	ANTI-VIRUS - AUG 1, 2014 THRU AUG 1, 2015	4325	Consulting/Professional	1,942.00
BEST QUALITY CLEANING, INC.	AUGUST 2014 JANITORIAL SERVICE	4345	Janitorial Service	1,182.00
CHASE CARD SERVICES	PUBLIC SECTOR LABOR RELATIONS LAW CONFERENCE	4263	Training and Education	220.00
COMCAST CABLE	INTERNET AT 1041 S. FRONTAGE	4325	Consulting/Professional	104.35
DUPAGE COUNTY RECORDER	R2014 057420 7714 GAIL - LIEN RELEASE	4221	Legal Notices	9.00
DUPAGE COUNTY RECORDER	R2014 065654 - 7928 GRANT - LIEN	4221	Legal Notices	8.00
EMERALD MARKETING INC.	SEPTEMBER/OCTOBER 2014 NEIGHBORS MAGAZINE	4239	Public Relations	3,145.27
FULTON TECHNOLOGIES	MONITORING - WARNING SIREN SYSTEM 7/1/14 - 6/30/15	4279	ESDA	381.92
KING CAR WASH	SQUAD & CAR WASHES	4273	Vehicle (Gas and Oil)	13.50
NEXTEL COMMUNICATIONS	PUBLIC WORKS AIRCARDS	4267	Telephone	112.99
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	4219	Liability Insurance	32.50
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	30.31
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	9.52
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	24.30
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	30.84
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	27.58
OFFICEMAX CONTRACT INC.	SUPPLIES	4253	Supplies - Office	290.00

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 8/5/2014 Through 8/18/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SHAW MEDIA	LEGAL NOTICE 8193 DAR - 7731 LESTER PUBLIC HEARING	4221	Legal Notices	304.08
STONE WHEEL, INC.	REPAIR PARTS B4	4273	Vehicle (Gas and Oil)	217.74
STONE WHEEL, INC.	REPAIR PARTS B4	4273	Vehicle (Gas and Oil)	121.61
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	67.13
VERIZON WIRELESS	P.D. AIRCARDS & CELL PHONE SERVICE	4267	Telephone	1,335.04
			Total Administration	11,363.83

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 8/5/2014 Through 8/18/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ACTION FLAG COMPANY	U.S. AND POW FLAGS	4239	Public Relations	329.87
ILLINOIS STATE POLICE	CHU JIN ZHU	4205	Boards and Commissions	36.50
ILLINOIS STATE POLICE	CHIU YEN CHIEN	4205	Boards and Commissions	36.50
ILLINOIS STATE POLICE	SHENG MOU DONG	4205	Boards and Commissions	36.50
ROSENTHAL, MURPHEY, COBLENTZ	JULY 2014 LEGAL FEES	4219	Liability Insurance	1,470.00
ROSENTHAL, MURPHEY, COBLENTZ	JULY 2014 LEGAL FEES	4219	Liability Insurance	<u>0.69</u>
			Total City Council	1,910.06

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 8/5/2014 Through 8/18/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHASE CARD SERVICES	TRAINING SEMINAR - GOMBAC	4263	Training and Education	600.00
DON MORRIS ARCHITECTS P.C.	JULY 2014 PLAN REVIEW & INSPECTIONS	4325	Consulting/Professional	1,940.00
DON MORRIS ARCHITECTS P.C.	JULY 2014 PLAN REVIEW & INSPECTIONS	4328	Const/Prof Reimbursable	3,790.00
JOSEPH ALGOZINE	JULY 2014 ELECTRICAL INSPECTIONS	4325	Consulting/Professional	980.00
R & R PRINT-N-SERVE, INC.	GRASS CUTTING LABELS	4328	Const/Prof Reimbursable	198.00
ROSENTHAL, MURPHEY, COBLENTZ	JULY 2014 LEGAL FEES	4219	Liability Insurance	<u>1,575.00</u>
			Total Community Development	9,083.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
A W AUTO SERVICE, INC.	AXLE FOR CHIPPER #304	4225	Maintenance - Equipment	2,171.50
ALL-STAR MAINTENANCE	LANDSCAPE MAINTENANCE - PINE PARKWAY	4257	Supplies - Other	162.50
AWP CUSTOM UNIFORMS	UNIFORM ALLOWANCE - PETE KILIANEK	4269	Uniforms	204.00
CARLSEN'S ELEVATOR SERVICES	ANNUAL PRESSURE TEST - POLICE DEPT	4223	Maintenance - Building	475.00
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES & STOCK	4229	Maintenance - Vehicles	288.11
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR #503 & STOCK	4229	Maintenance - Vehicles	118.19
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET & STOCK	4229	Maintenance - Vehicles	113.36
CARQUEST AUTO PARTS STORES	CREDIT FOR RETURN INVOICE 426511	4229	Maintenance - Vehicles	(113.36)
CATCHING FLUID POWER, INC.	REPAIR PARTS FOR TRACTOR #203 & STOCK	4225	Maintenance - Equipment	72.62
CATCHING FLUID POWER, INC.	REPAIR PARTS FOR TRACTOR #203 & STOCK	4225	Maintenance - Equipment	11.46
CENTRAL SOD FARMS	SOD FOR RESTORATIONS	4257	Supplies - Other	27.60
CHASE CARD SERVICES	FLAGGER TRAINING - RAUCH	4263	Training and Education	75.00
CHASE CARD SERVICES	FLAGGER TRAINING - VIERA	4263	Training and Education	75.00
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	90.58
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	46.76
CLARKE ENVIRONMENTAL MOSQUITO	AUGUST 2014 MOSQUITO ABATEMENT	4365	Mosquito Abatement	10,221.75
COM ED	STREET LIGHTS - ACCT 0448008035	4359	Street Light Oper & Maint.	288.78

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
COM ED	STREET LIGHTS - ACCT 0267129091	4359	Street Light Oper & Maint.	1,499.75
CONSTELLATION NEW ENERGY, INC.	2101 W 75TH STREET - ACCT 0269155053	4359	Street Light Oper & Maint.	51.74
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 6753122017	4359	Street Light Oper & Maint.	62.90
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0448008035	4359	Street Light Oper & Maint.	1,001.75
CULLIGAN	WATER & FILTER RENTAL - 1041 S. FRONTAGE	4223	Maintenance - Building	151.52
DUPAGE TOPSOIL, INC.	ASH TREE STUMP RESTORATION	4257	Supplies - Other	610.00
FOX LANDSCAPING, INC.	SIGN, POLICE & CITY HALL LANDSCAPE MAINTENANCE	4223	Maintenance - Building	720.00
FREEWAY FORD-STERLING TRUCK	DIODES FOR TRUCK #408 & STOCK	4229	Maintenance - Vehicles	39.56
GENE'S TIRE SERVICE, INC.	TIRE REPAIR #202	4225	Maintenance - Equipment	15.30
GENE'S TIRE SERVICE, INC.	TIRE REPAIR - #207	4225	Maintenance - Equipment	15.30
GENE'S TIRE SERVICE, INC.	TIRES #316	4229	Maintenance - Vehicles	191.00
GENE'S TIRE SERVICE, INC.	TIRES - EMERGENCY - #104	4229	Maintenance - Vehicles	147.93
HOME DEPOT	SUPPLIES	4219	Liability Insurance	14.96
HOME DEPOT	SUPPLIES	4219	Liability Insurance	14.96
HOME DEPOT	SUPPLIES	4219	Liability Insurance	(14.96)
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	(128.94)
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	128.94
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	128.94
HOME DEPOT	SUPPLIES	4225	Maintenance - Equipment	113.96
HOME DEPOT	SUPPLIES	4225	Maintenance - Equipment	113.96
HOME DEPOT	SUPPLIES	4225	Maintenance - Equipment	(2.31)
HOME DEPOT	SUPPLIES	4225	Maintenance - Equipment	(113.96)
HOME DEPOT	SUPPLIES	4257	Supplies - Other	(441.71)
HOME DEPOT	SUPPLIES	4257	Supplies - Other	441.71

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
HOME DEPOT	SUPPLIES	4257	Supplies - Other	441.71
HOMER TREE CARE, INC.	REMOVE PINE TREES ON MANNING ALONG WALMART POND	4350	Forestry	4,860.00
HOMER TREE CARE, INC.	CLEAN-UP TREES & DEBRIS ALONG CREST ROAD	4375	Tree Trim/Removal	1,800.00
I.R.M.A.	JULY 2014 DEDUCTIBLES	4219	Liability Insurance	1,311.17
INDUSTRIAL ELECTRICAL SUPPLY	TRAFFIC RADAR BATTERIES	4257	Supplies - Other	56.00
JOLIET SUSPENSION	FRONT SPRINGS TRUCK #106	4229	Maintenance - Vehicles	1,785.29
JSN CONTRATORS SUPPLY	GLOVES, GLASSES, RED & BLUE MARKING PAINT	4219	Liability Insurance	157.80
KIEFT BROS., INC.	BRICKS FOR STORM SEWER PROJECTS	4257	Supplies - Other	532.80
KIEFT BROS., INC.	REAR YARD REPAIR AT BELLER	4257	Supplies - Other	226.80
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS #207	4225	Maintenance - Equipment	16.73
MARTIN IMPLEMENT SALES, INC.	REPAIR & STOCK PARTS FOR #207	4225	Maintenance - Equipment	239.14
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS #202	4225	Maintenance - Equipment	51.30
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS 202	4225	Maintenance - Equipment	25.24
MC CANN INDUSTRIES INC	SPRING FOR TRASH PUMP	4229	Maintenance - Vehicles	15.36
MC CANN INDUSTRIES INC	REPAIR PARTS FOR WATER TRASH PUMP	4229	Maintenance - Vehicles	30.54
PATTEN INDUSTRIES, INC.	REPAIR PARTS FOR TRACTOR 406 & STOCK	4225	Maintenance - Equipment	45.60
RAGS ELECTRIC	REPAIR CUT CONDUIT @ 1710 PLAINFIELD ROAD	4223	Maintenance - Building	624.01

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
RAGS ELECTRIC	UNIDUCT FOR STREET LIGHT	4359	Street Light Oper & Maint.	108.00
RAGS ELECTRIC	STREET LIGHT REPAIR AT DARIEN CLUB & CLAIRE	4359	Street Light Oper & Maint.	1,664.75
RAGS ELECTRIC	STREET LIGHT REPAIR - 23 LOCATIONS	4359	Street Light Oper & Maint.	5,026.53
RAGS ELECTRIC	STREET LIGHT REPAIR - HILLSIDE & PEARSON	4359	Street Light Oper & Maint.	1,698.39
RAGS ELECTRIC	STREET LIGHT REPAIR - DAWN & WILMETTE	4359	Street Light Oper & Maint.	1,669.98
RAGS ELECTRIC	STREET LIGHT REPAIR - 6 LOCATIONS	4359	Street Light Oper & Maint.	961.00
RED WING SHOES	UNIFORM - JAKE BRUZAN	4269	Uniforms	210.00
RENDEL'S GMC, INC.	CREDIT INVOICE 168935	4229	Maintenance - Vehicles	(242.50)
RENDEL'S GMC, INC.	REPAIR PARTS - #105	4229	Maintenance - Vehicles	549.27
RENDEL'S GMC, INC.	TOW & REPAIR #106	4229	Maintenance - Vehicles	5,380.47
ROBERT L. SARSFIELD	UPDATE FOR VEHICLE COMPUTER SCANNER	4259	Small Tools & Equipment	599.99
SERVPRO OF WOODRIDGE 9445	EMERGENCY WATER RESTORATION/FLOODI... AT P.D.	4223	Maintenance - Building	4,975.76
STEVE PIPER & SONS, INC.	TUB GRINDING - 7 HOURS @ \$350 PER HOUR	4243	Rent - Equipment	2,450.00
STONE WHEEL, INC.	STOCK REPAIR PARTS	4229	Maintenance - Vehicles	80.68
TAMELING, INC.	ASH TREE STUMP RESTORATIONS	4257	Supplies - Other	279.00
TAMELING, INC.	MISCELLANEOUS TREE STUMP REPAIRS	4257	Supplies - Other	70.00
TRUGREEN	FERTILIZATION	4350	Forestry	1,984.85
TRUGREEN	FERTILIZATION	4350	Forestry	1,236.47
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES - POLICE DEPT	4223	Maintenance - Building	77.20

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/5/2014 Through 8/18/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES - P.D.	4223	Maintenance - Building	57.36
US GAS	OXYGEN & ACETYLENE TANKE RENTAL	4257	Supplies - Other	36.00
US GAS	OXYGEN & ACETYLENE	4257	Supplies - Other	50.24
WASTE MANAGEMENT LARAWAY RDF	STREET SWEEPING	4373	Street Sweeping	5,096.00
WASTE MANAGEMENT LARAWAY RDF	STREET SWEEPING	4373	Street Sweeping	4,426.00
WASTE MANAGEMENT LARAWAY RDF	STREET SWEEPING	4373	Street Sweeping	<u>(5,096.00)</u>
			Total Public Works, Streets	64,660.08

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	REPAIR PARTS FOR STOCK	4229	Maintenance - Vehicles	369.48
ASPEN AUTO BODY, INC.	BODY WORK D9	4229	Maintenance - Vehicles	914.40
BURR RIDGE VETERINARY CLINIC	14-12984 POODLE	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	14-13082 WESTIE	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	STRAY CANINE - 14-13232	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	14-16468 COCKER SPANIEL	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	14-16468 COCKER SPANIEL	4201	Animal Control	10.00
BURR RIDGE VETERINARY CLINIC	LDA140617017627	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	14-19246 SHIH TZU	4201	Animal Control	10.00
BURR RIDGE VETERINARY CLINIC	14-21005	4201	Animal Control	10.00
BURR RIDGE VETERINARY CLINIC	14-21277 WHITE DOG	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	14-21284 - BLACK COCKAPOO	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	14-21118 - YORKIE	4201	Animal Control	40.00
BURR RIDGE VETERINARY CLINIC	14-21832 - BICHON	4201	Animal Control	10.00
BURR RIDGE VETERINARY CLINIC	14-22321 - GOLDEN DOODLE	4201	Animal Control	20.00
CAPITAL SECURITY INVESTIGATION	CRIME FREE HOUSING TRAINING - SKWERES & PASTICK	4263	Training and Education	1,000.00
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR D19	4229	Maintenance - Vehicles	129.50
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	4217	Investigation and Equipment	50.00
CHASE CARD SERVICES	SHIPPING - RADAR FOR REPAIR	4233	Postage/Mailings	22.99
CHASE CARD SERVICES	SHIPPING - RETURN	4233	Postage/Mailings	5.25
CHASE CARD SERVICES	SHIPPING - RETURN	4233	Postage/Mailings	6.64
CHASE CARD SERVICES	SUPPLIES	4253	Supplies - Office	18.79
CHASE CARD SERVICES	SUPPLIES	4253	Supplies - Office	13.19
CHASE CARD SERVICES	SUPPLIES	4253	Supplies - Office	21.54

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	SUPPLIES FOR SERGEANT'S TEST	4265	Travel/Meetings	6.58
CHASE CARD SERVICES	INTERNET SERVICE	4267	Telephone	147.75
CHASE CARD SERVICES	INTERNET SERVICE	4267	Telephone	104.85
EBY GRAPHICS	NEW GRAPHICS - D4	4229	Maintenance - Vehicles	185.00
GLOCK PROFESSIONAL, INC.	COURSE 102909 - FIVE OFFICERS GLOCK TRAINING	4263	Training and Education	975.00
GREGORY J. CHEAURE'	LUNCH FOR DUMEG OFFICERS DURING INVESTIGATION CASE 14-22359	4217	Investigation and Equipment	55.57
HARALDSEN'S GARAGE & BODY I.R.M.A.	REPAIR WORK - D7	4229	Maintenance - Vehicles	1,025.04
	JULY 2014 DEDUCTIBLES	4219	Liability Insurance	2,279.48
IL SECRETARY OF STATE POLICE	PLATE RENEWALS	4229	Maintenance - Vehicles	101.00
IL SECRETARY OF STATE POLICE	PLATE RENEWALS	4229	Maintenance - Vehicles	101.00
IL SECRETARY OF STATE POLICE	PLATE RENEWALS	4229	Maintenance - Vehicles	101.00
INTOXIMETERS	MOUTHPIECES FOR INTOXIMETERS	4217	Investigation and Equipment	50.00
INTOXIMETERS	FOUR INTOXIMETERS, MOUTH PIECES, CASES, GUIDES	4815	Equipment	2,396.00
KING CAR WASH	SQUAD & CAR WASHES	4229	Maintenance - Vehicles	300.00
LEADS ONLINE	LEADS ONLINE 12 MONTH SUBSCRIPTION	4217	Investigation and Equipment	2,238.00
LEXIPOL LLC	SUBSCRIPTION 8/1/14 - 7/31/15	4325	Consulting/Professional	2,700.00
MOORE MEDICAL CORP.	CPR PADS	4219	Liability Insurance	120.00
NICOR GAS	1710 PLAINFIELD ROAD - ACCT 82-80-00-1000 9	4271	Utilities (Elec,Gas,Wtr,Sewer)	177.04
PARTNERS & PAWS VETERINARY	VACCINES - K9 NIKO	4225	Maintenance - Equipment	385.00
PUBLIC SAFETY DIRECT	REMOVE EQUIPMENT FROM OLD K9 D10 UNIT	4229	Maintenance - Vehicles	275.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
RAY O'HERRON CO. INC.	SQUAD 2 REPLACEMENT LIGHTS	4229	Maintenance - Vehicles	205.00
RAY O'HERRON CO. INC.	CREDIT - UNIFORM ALLOWANCE - COOPER	4229	Maintenance - Vehicles	(94.98)
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - TOPEL	4269	Uniforms	32.99
RAY O'HERRON CO. INC.	CREDIT - UNIFORM ALLOWANCE - TOPEL	4269	Uniforms	(32.99)
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - FOSTER	4269	Uniforms	110.94
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - BOZEK	4269	Uniforms	79.99
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - CHEAURE	4269	Uniforms	14.95
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - COOPER	4269	Uniforms	39.98
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - COOPER	4269	Uniforms	94.98
RCM DATA CORPORATION	TONER FOR DETECTIVES, REPORT ROOM & COMMAND CENTER	4253	Supplies - Office	193.38
ROSENTHAL, MURPHEY, COBLENTZ	JULY 2014 LEGAL FEES	4219	Liability Insurance	262.50
ROSENTHAL, MURPHEY, COBLENTZ	JULY 2014 LEGAL FEES	4219	Liability Insurance	1,050.00
SHELL	FUEL	4273	Vehicle (Gas and Oil)	379.11
SHELL	FUEL	4273	Vehicle (Gas and Oil)	50.02
SHELL	FUEL	4273	Vehicle (Gas and Oil)	(21.13)
STONE WHEEL, INC.	CREDIT	4229	Maintenance - Vehicles	(80.00)
STONE WHEEL, INC.	REPAIR PARTS - CHEVY TAHOE & STOCK	4229	Maintenance - Vehicles	163.12
STONE WHEEL, INC.	REPAIR PARTS FLEET VEHICLES	4229	Maintenance - Vehicles	80.68
TASER INTERNATIONAL	100 TASER CARTRIDGES	4217	Investigation and Equipment	3,104.95
VERIZON WIRELESS	P.D. AIRCARDS & CELL PHONE SERVICE	4267	Telephone	798.21

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 8/5/2014 Through 8/18/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
			Total Police Department	22,946.79
			Total General Fund	109,963.76

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ASSOCIATED TECHNICAL SERVICES	REIMBURSABLE LEAK LOCATE AT 6710 WSTERN	4231	Maintenance - Water System	350.00
BEST QUALITY CLEANING, INC.	AUGUST 2014 JANITORIAL SERVICE	4223	Maintenance - Building	608.00
CATCHING FLUID POWER, INC.	REPAIR PARTS FOR TRACTOR #406	4225	Maintenance - Equipment	436.27
CATCHING FLUID POWER, INC.	REPAIR PART - TRACTOR #406	4225	Maintenance - Equipment	3.42
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	90.57
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	46.75
COM ED	2103 75TH STREET PUMP - ACCT 3118112014	4273	Vehicle (Gas and Oil)	552.73
CULLIGAN	WATER & FILTER RENTAL - 1041 S. FRONTAGE	4223	Maintenance - Building	151.51
DUPAGE WATER COMMISSION	WATER COSTS	4340	DuPage Water Commission	389,125.79
ENVIRO-TEST & PERRY LABS	MONTHLY WATER SAMPLES	4241	Quality Control	262.35
FASTENAL COMPANY	REEL CART FOR HOSE ON WATERDOG TRAILER	4225	Maintenance - Equipment	324.98
FREEWAY FORD-STERLING TRUCK	DIODES FOR TRUCK #408 & STOCK	4225	Maintenance - Equipment	9.89
GENE'S TIRE SERVICE, INC.	REPAIR PARTS #406	4225	Maintenance - Equipment	175.95
GENE'S TIRE SERVICE, INC.	TIRE REPAIR #205	4225	Maintenance - Equipment	36.50
GENE'S TIRE SERVICE, INC.	TIRE REPAIR - #209	4235	Printing and Forms	15.30
HD SUPPLY WATERWORKS	REPAIR CLAMPS & MARKING FLAGS	4231	Maintenance - Water System	452.14
HD SUPPLY WATERWORKS	VALVE BOX TOOL	4231	Maintenance - Water System	195.00
HD SUPPLY WATERWORKS	NO LEAD BRASS FITTINGS	4231	Maintenance - Water System	996.69
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	194.63
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	194.63

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	(194.63)
HOME DEPOT	SUPPLIES	4231	Maintenance - Water System	(170.87)
HOME DEPOT	SUPPLIES	4231	Maintenance - Water System	170.87
HOME DEPOT	SUPPLIES	4231	Maintenance - Water System	170.87
JAMES D. FIALA PAVING COMPANY	2014 STREET PROGRAM & REIMBURSABLE NORMAN COURT PARKING AREA	4231	Maintenance - Water System	2,646.00
JSN CONTRATORS SUPPLY	GLOVES, GLASSES, RED & BLUE MARKING PAINT	4219	Liability Insurance	157.80
JSN CONTRATORS SUPPLY	GLOVES, GLASSES, RED & BLUE MARKING PAINT	4231	Maintenance - Water System	360.00
LAYNE CHRISTENSEN COMPANY	FLOW TESTING & WELL REPORT	4231	Maintenance - Water System	2,496.00
MC CANN INDUSTRIES INC	REPAIR PARTS FOR WATER DEPT TRASH PUMP	4225	Maintenance - Equipment	99.38
NICOR GAS	1220 PLAINFIELD - ACCT 21-71-02-6494 2	4271	Utilities (Elec,Gas,Wtr,Sewer)	24.91
PATTEN INDUSTRIES, INC.	REPAIR PARTS FOR TRACTOR 406 & STOCK	4225	Maintenance - Equipment	45.60
PATTEN INDUSTRIES, INC.	REPAIR PARTS FOR TRACTOR 406	4225	Maintenance - Equipment	35.12
PAVEMENT SYSTEMS	2014 PAVEMENT REPAIRS - DRIVEWAYS, STREETS & WATERMAIN BREAK	4231	Maintenance - Water System	2,632.00
PEREGRINE CORPORATION	CROSS CONNECTION LETTERS & SUREY CARDS	4233	Postage/Mailings	724.00
RED WING SHOES	UNIFORM - DON BEUSSE & OIL	4219	Liability Insurance	206.00

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
RED WING SHOES	UNIFORM - DON BEUSSE & OIL	4269	Uniforms	8.99
RED WING SHOES	UNIFORMS FOR DON BEUSSE	4269	Uniforms	142.40
RENDEL'S GMC, INC.	REPAIR PARTS - #404	4225	Maintenance - Equipment	98.03
RENDEL'S GMC, INC.	REPAIR PARTS - #404	4225	Maintenance - Equipment	70.02
RENDEL'S GMC, INC.	REPAIR PARTS - #404	4225	Maintenance - Equipment	4.95
RENDEL'S GMC, INC.	REPAIR PARTS - #404	4225	Maintenance - Equipment	666.07
RENDEL'S GMC, INC.	REPAIR PARTS - #404	4225	Maintenance - Equipment	8.56
RENDEL'S GMC, INC.	CREDIT INVOICE 169063	4225	Maintenance - Equipment	(105.50)
US GAS	OXYGEN & ACETYLENE	4231	Maintenance - Water System	50.24
US GAS	OXYGEN & ACETYLENE TANKE RENTAL	4231	Maintenance - Water System	36.00
VERIZON WIRELESS	P.D. AIRCARDS & CELL PHONE SERVICE	4267	Telephone	235.60
ZIEBELL WATER SERVICE PRODUCTS	TYPE K COPPER & STICK 12-IN FOR IRIS WATERMAIN LOWERING	4231	Maintenance - Water System	580.00
ZIEBELL WATER SERVICE PRODUCTS	REPAIR CLAMPS	4231	Maintenance - Water System	314.00
			Total Public Works, Water	405,735.51
			Total Water Fund	405,735.51

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ELMHURST CHICAGO STONE COMPANY	4-IN STONE	4245	Road Material	288.82
ELMHURST CHICAGO STONE COMPANY	IRIS ROAD DITCH PROJECT & STOCK/SHOULDER GRAVEL	4245	Road Material	4,004.63
QUARRY MATERIALS	MISCELLANEOUS ROAD PATCHES	4245	Road Material	110.76
QUARRY MATERIALS	MISCELLANEOUS ROAD PATCHES	4245	Road Material	744.14
VULCAN CONSTRUCTION MATERIALS	RIP RAP K- BASIN STORM SEWER	4257	Supplies - Other	296.21
VULCAN CONSTRUCTION MATERIALS	STORM SEWER EROSION MATERIAL	4257	Supplies - Other	601.80
			Total MFT Expenses	6,046.36
			Total Motor Fuel Tax	6,046.36

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ADS	IRIS DITCH PROJECT	4376	Ditch Projects	6,974.27
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,439.70
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,359.72
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,619.37
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	1,599.80
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,399.70
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,459.69
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	1,619.80
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,479.69
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,499.69
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,399.70
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	919.89
E.F. HEIL LLC	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,754.00
E.F. HEIL LLC	DUMP FEES FOR 68TH & IRIS DITCHING SPOILS	4376	Ditch Projects	1,026.00
E.F. HEIL LLC	DUMP FEES FOR 68TH & IRIS DITCHING SPOILS	4376	Ditch Projects	3,348.00
ELMHURST CHICAGO STONE COMPANY	IRIS ROAD DITCH PROJECT & STOCK/SHOULDER GRAVEL	4376	Ditch Projects	10,837.00
HOMER TREE CARE, INC.	IRIS ROAD TREE REMOVAL	4376	Ditch Projects	652.50

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 8/5/2014 Through 8/18/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
HOMER TREE CARE, INC.	GAIL TREE REMOVALS	4376	Ditch Projects	585.00
JAMES D. FIALA PAVING COMPANY	2014 STREET PROGRAM & REIMBURSABLE NORMAN COURT PARKING AREA	4855	Street Reconstruction/Rehab	6,539.80
JAMES D. FIALA PAVING COMPANY	2014 STREET PROGRAM & REIMBURSABLE NORMAN COURT PARKING AREA	4855	Street Reconstruction/Rehab	456,089.69
JAMES D. FIALA PAVING COMPANY	2014 STREET PROGRAM & REIMBURSABLE NORMAN COURT PARKING AREA	4855	Street Reconstruction/Rehab	1,372.00
KATHY MIS	DITCH PROGRAM REIMBURSEMENT - APRON FIBERED	4376	Ditch Projects	1,446.66
NORWALK TANK	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	886.10
NORWALK TANK	IRIS STORM SEWER PROJECT	4376	Ditch Projects	5,356.14
NORWALK TANK	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	1,925.22
NORWALK TANK	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	810.58
NORWALK TANK	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	113.50
NORWALK TANK	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	1,133.28
PAVEMENT SYSTEMS	2014 PAVEMENT REPAIRS - DRIVEWAYS, STREETS & WATERMAIN BREAK	4376	Ditch Projects	45,840.00

**CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 8/5/2014 Through 8/18/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
SCORPIO CONSTRUCTION GROUP	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	116,695.00
SCORPIO CONSTRUCTION GROUP	68TH STREET DITCH GRADING WITH GRAD-ALL	4376	Ditch Projects	2,400.00
TESTING SERVICES CORP	EVALUATION & ANALYTICAL TESTING	4376	Ditch Projects	2,014.00
THE BANK OF NEW YORK MELLON	ANNUAL ADMINISTRATIVE FEE GO REFUNDING BONDS SERIES 2012	4945	Debt Retire - Property	428.00
ZIEBELL WATER SERVICE PRODUCTS	12-IN PIPE FOR IRIS DITCH PROJECT	4376	Ditch Projects	7,843.00
ZIEBELL WATER SERVICE PRODUCTS	PARTS FOR IRIS/HIGH PIPE LOWERING (WATERMAIN)	4376	Ditch Projects	3,489.77
ZIEBELL WATER SERVICE PRODUCTS	TYPE K COPPER & STICK 12-IN FOR IRIS WATERMAIN LOWERING	4376	Ditch Projects	1,000.46
			Total Capital Fund Expenditures	705,356.72
			Total Capital Improvement Fund	705,356.72
Report Total				1,227,102.35



P.O. BOX 15123
WILMINGTON, DE
19850-5123

Get updates on the go
Log on to chase.com/alerts

Payment Due Date: 08/24/14
New Balance: \$1,367.58
Minimum Payment: \$273.00

Account number: [REDACTED]

\$ 1367 58 Amount Enclosed
Make your check payable to: Chase Card Services

44244 BEX Z 21414 C
BRYON VANA
CITY OF DARIEN
1702 PLAINFIELD RD
DARIEN IL 60561-5044



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



BUSINESS CARD STATEMENT



Customer Service:
1-800-275-0863



Mobile: Visit chase.com
on your mobile browser

ACCOUNT SUMMARY

Account Number: [REDACTED]	
Previous Balance	\$2,031.80
Payment, Credits	-\$2,031.80
Purchases	+\$1,367.58
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$1,367.58
Opening/Closing Date	07/03/14 - 08/02/14
Credit Limit	\$50,000
Available Credit	\$48,632
Cash Access Line	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

PAYMENT INFORMATION

New Balance	\$1,367.58
Payment Due Date	08/24/14
Minimum Payment Due	\$273.00
Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.	
Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.	

FLEXIBLE REWARDS SUMMARY

Previous points balance	43,893
+ Points earned on purchases this period	1,368
= New total points balance	45,261

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
07/21	Payment Thank You Image Check BRYON VANA TRANSACTIONS THIS CYCLE ([REDACTED]) -\$2,031.80 INCLUDING PAYMENTS RECEIVED	-2,031.80
07/08	SIUE EMARKET 618-6505273 IL 01-20-4263 Training seminar - Gombac	800.00
07/29	ATSSA 540-3681701 VA 01-30-4263 Flagler Training - Ranch	75.00
07/29	ATSSA 540-3681701 VA 01-30-4263 Flagler Training - Viera DANIEL GOMBAC TRANSACTIONS THIS CYCLE ([REDACTED]) \$750.00	75.00
07/03	COMCAST CHICAGO 800-COMCAST IL 01-40-4267 Internet Service	104.85
07/02	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 Detective Internet Service	50.00
07/03	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	21.54
07/07	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping repair	22.99
07/09	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	18.79
07/22	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	13.19
07/25	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping return	5.25
07/29	WAL-MART #2215 DARIEN IL 01-40-4265 Supplies for sergeant + 2nd	8.58
07/29	UPS*000000Y1048X304 800-811-1648 GA 01-40-4233 Shipping return	6.64
08/01	COMCAST CHICAGO 800-COMCAST IL 01-40 CAROL KOPTA TRANSACTIONS THIS CYCLE ([REDACTED]) \$397.58	147.75
07/18	ILLINOIS INSTITUTE 312-567-3332 IL 01-10-4263 Public Sector Labor Relations Law Conference	220.00



ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
	SCOTT COREN TRANSACTIONS THIS CYCLE (██████████)	\$220.00

2014 Totals Year-to-Date	
Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	13.24% (v)	-0-	-0-
CASH ADVANCES			
Cash Advances	19.24% (v)	-0-	-0-
BALANCE TRANSFERS			
Balance Transfer	13.24% (v)	-0-	-0-

(v) = Variable Rate

31 Days in Billing Period

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

AGENDA MEMO
City Council
Meeting Date: August 18, 2014

Issue Statement

Consideration of a Motion to Grant Waiver of the Raffle License Bond Requirement for the ReConnect Girls on behalf of the Wings Program, Inc.

[BACKUP](#)

Background/History

The ReConnect Girls on behalf of WingsProgram, Inc, has applied for a Class A Raffle License for a raffle to be held on Friday, September 12, 2014. They have also requested waiver of the bond requirement.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the ReConnect Girls raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the August 18, 2014 Council Agenda for formal consideration.

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

[X] Class A License
[] Class B License

NAME OF ORGANIZATION: RECONNECT GIRLS

ADDRESS: 6059 S. Kensington Ave Countryside IL 60525

TELEPHONE NUMBER: 708-370-4821 FAX NUMBER:

TYPE OF ORGANIZATION: EVENT PLANNER - RAFFLES FOR CHARITY
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
CHUCK'S IN DARIEN

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
6:00pm - 9:00pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
SEPTEMBER 12, 2014

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
CHUCKS IN DARIEN

I, DAWN PANTOJA, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Dawn Pantoja
Presiding Officer

ATTEST:
Secretary

APPROVED BY: Mayor

DATE:

MAILED ON: Date

BY:

Maria Gonzalez

From: Dawn Lisa Jen Pantoja <reconnectgirls@gmail.com>
Sent: Monday, August 11, 2014 2:49 PM
To: Maria Gonzalez
Subject: Raffle Permit Information
Attachments: WINGS and ReConnect Girls Event.pdf; IRS Determination Letter.pdf

Hi Maria,

Thank you for your patience. Here is the information from Wings which is the non for profit organization that we will be fundraising for at Chuck's in Darien on Sept. 12th.

Thank you
Dawn

--
Dawn / Lisa / Jen
ReConnect Girls
reconnectgirls@gmail.com

To Whom it May Concern,

We would like the fee for the license to be waived for the Sept. 12th show at Chuck's in Darien.

Thank you

Dawn Pantoja

Dawn Pantoja
ReConnect Girls



Executive Director
Rebecca Darr

Chairs
Rita Canning
Of Counsel
Jim Lennon

President
Laurie Stone
Vice President
Cindy Hartwig
Secretary/ Treasurer
Matt Baumann

Mary Anderson
Barbara Banks-Pryor
Suzie Bassi
Joan Bowyer
Eileen Brown
Madlene Moore-Condon
Maureen Degen
Algean Garner
Richard Hoffman
Kathleen Mahne
Sherri McElhaney
Phyllis Molenda
Suzanne Nance
Ellaine Sambo-Reyther
Gabrielle Saylor
Karen Trzaska
Emlen Whipple

Leadership Board
Melvin Boldt
John Boler
Elaine Brettmann
Anna Brown
Kelley Clancy
Mayor Rodney Craig
IL Rep. Fred Crespo
Jay Fritz
Vinnie Foglia
John Glassgow
Ed Goesel
Ken Gorman
Diane Hill
Ray Howell
Sheila King
Mayor William McLeod
Margaret McSweeney
Felicia Middlebrooks
IL Rep. Michelle Muszman
IL Sen. Matt Murphy
Ken Nelson
Hon. Paul Pavlus
Nancy Robb
Mayor Tom Rooney
John Ropski
Mayor Jim Schwantz
Bill Shannon
Nina Stephenson
Jackie Tilton
Mollie Waller
Dede Wamberg

August 11, 2014

Ms. Dawn Pantoja
ReConnect Girls Events

Dear Dawn,

Thank you for selecting WINGS Program, Inc. to be the beneficiary organization for your upcoming fundraising event on Friday, September 12 to be held from 6pm to 9pm at Chuck's Southern Comforts Café in Darien, IL. I look forward to working with you.

With warm regards,

Nikki Katrodia
Special Events Coordinator
WINGS Program, Inc.
847-519-7820 ext. 233



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164798
Mar. 28, 2011 LTR 4168C E0
36-3456061 000000 00

00019938
BODC: TE

WINGS PROGRAM INC
PO BOX 95615
PALATINE IL 60095



088330

Employer Identification Number: 36-3456061
Person to Contact: MR BAYER
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Mar. 17, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in DECEMBER 1986.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248164798
Mar. 28, 2011 LTR 4168C E0
36-3456061 000000 00
00019939

WINGS PROGRAM INC
PO BOX 95615
PALATINE IL 60095

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations

AGENDA MEMO

**City Council
August 18, 2014**

ISSUE STATEMENT

A resolution authorizing the City Administrator to execute a law enforcement mutual aid agreement and participate in the Illinois Law Enforcement Alarm System (ILEAS)

[RESOLUTION](#) **[BACKUP](#)**

BACKGROUND/HISTORY

The City of Darien currently participates in ILEAS, an intergovernmental cooperative that facilitates mutual aid for police departments. Recently, ILEAS reviewed their mutual aid agreement and have made updates and specifically acknowledges that ILEAS was created to oversee logistics of statewide mutual aid. It also gives specifics on how the governing board operates.

ILEAS allows Darien to request or deploy law enforcement resources regionally and across the state, at no cost. As an example, when a tornado struck Washington, Illinois in 2013 the Chief of Police made one call to ILEAS, which coordinated the response statewide. The City of Darien may be the beneficiaries of this service in the future, or could help nearby communities that face a similar catastrophe.

STAFF/COMMITTEE RECOMMENDATION

The Police Committee recommends approving the agreement.

ALTERNATE CONSIDERATION

Not approving the agreement would be an alternate consideration.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
LAW ENFORCEMENT MUTUAL AID AGREEMENT AND
PARTICIPATE IN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM**

Whereas the City of Darien is a home rule municipality of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the City, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the City, and;

Whereas the City recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas in order to have an effective mutual aid agreement for law enforcement resources and services, the City recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas the City recognizes the need for our community to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas the City also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas the City has been provided with a certain “[Law Enforcement Mutual Aid Agreement](#)” which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with the City, in order to provide and receive law enforcement mutual aid services as set forth in the “Law Enforcement Mutual Aid Agreement,” and;

Whereas it is the anticipation and intention of the City of Darien that this “[Law Enforcement Mutual Aid Agreement](#)” will be executed in counterparts as other public agencies choose to enter into the “Law Enforcement Mutual Aid Agreement” and strengthen the number

of signatory public agencies and resources available from those public agencies, and;

Whereas it is the anticipation and intent of the City of Darien that the “Law Enforcement Mutual Aid Agreement” will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the “Law Enforcement Mutual Aid Agreement” over time and be considered as if all signatory public agencies to the “Law Enforcement Mutual Aid Agreement” had executed the “Law Enforcement Mutual Aid Agreement” at the same time,

Now, therefore, be it resolved by the City of Darien as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The City Administrator is hereby authorized to sign, execute and deliver the agreement known as the “Law Enforcement Mutual Aid Agreement” and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said “Law Enforcement Mutual Aid Agreement” and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said “Law Enforcement Mutual Aid Agreement.”
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

David Snyders
Sheriff
Stephenson County
President

Derek Hagen
Sheriff
Iroquois County
Treasurer

Wayne Gulliford
Deputy Chief
Chicago
Secretary

Tom Schneider
Sheriff
Macon County
Sergeant at Arms

James Page
ILEAS
Executive Director

Chief/Sheriff:

March 17, 2014

We believe that great organizations always look for ways to improve and to adapt to a constantly changing environment. If ILEAS is to remain relevant and nimble so that it can better serve its member agencies over the long term, it must be constantly reviewing its operation, reaffirming its foundational values and ensuring that it is on solid legal and financial footing.

ILEAS has been in existence for over ten years. We believe it is time for enhancements. Over the last year, the ILEAS Governing Board and the staff have reviewed operations, foundational documents and financial status. Our review revealed that while ILEAS is currently in good shape, there are areas where we could improve. For instance, the online resource database needs updating with better technology and expansion to cover equipment and resources that may not have been available early in ILEAS' development.

The most important change ILEAS is undertaking is the improvement of the mutual aid agreement. Everything ILEAS does is based on that agreement. Over 900 agencies have signed the original agreement which has stood the test of time for ten years. However, after a very detailed internal examination based on experience AND after extensive support and advice from a number of legal experts, ILEAS has developed the next generation agreement!

This new ILEAS agreement builds on the strengths of the original agreement and puts ILEAS on more solid legal footing. It provides capabilities, such as the ability to amend the agreement, that were previously unavailable. ILEAS is not changing the most important roles it has played in mutual aid and the support of local law enforcement. In fact, for you as a law enforcement executive, not much changes. You can still request and respond to mutual aid incidents, the reimbursement and the insurance arrangements do not change, the Governing Board still operates as usual and the ILEAS special teams remain as they are. The new agreement augments ILEAS' legal footing and more specifically acknowledges that ILEAS was being created to oversee the logistics of statewide mutual aid. It provides more specifics on exactly how the Governing Board operates.

We are asking all of our member agencies to adopt this new agreement. ILEAS' goal is to have all the current member agencies adopt the new agreement within a year. This should be a relatively simple process for you. It is particularly important that the new agreement be signed by an official with the legal authority to enter into the agreement on behalf of your public agency. For the vast majority of our members that will be a village president, mayor, city manager, county board chair, etc. Remember, ILEAS was formed pursuant to the Illinois Intergovernmental Cooperation Act and is an agreement between all of the public agencies that sign the agreement.

Also, don't worry, your original agreement is still in effect until you adopt and sign the new one. We have built into this agreement what we believe to be all the tools that you need to ***reaffirm and strengthen your commitment to the ILEAS concept of "Strength Through Cooperation!"***

In the packet you received, we have provided:

- The new Law Enforcement Mutual Aid Agreement
- A sample resolution for your use if necessary
- An explanatory document which outlines:
 - what ILEAS is and historically how we came to develop a new agreement
 - the differences and similarities between the new and old agreements
 - a step-by-step process for completing the transition


Additionally, ILEAS has put together a 12 minute video that might be helpful when explaining the value of being a member of ILEAS. It highlights a handful of a variety of ILEAS mutual aid activations in 2013 from across Illinois. It takes a few minutes to download; however, it's worth the time because it tells the story of why your jurisdiction needs to maintain its membership or to join ILEAS. Go to <https://ileas.sharefile.com/d-sbaff3c654a042f9a> to download it.

If you want more copies of the explanatory document for your local officials, they will be available. Simply feel free to reach out to your Regional Planning Coordinator or the ILEAS administrative office in Urbana and we will send them to you directly.

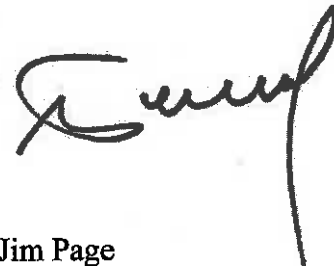
If you, your local public officials or legal advisors have any questions whatsoever, do not hesitate to reach out to us and we will do the best we can to provide the answers. If you want your local Regional Planning Coordinator available to attend city/village/county board meetings to answer questions, that can be arranged as well.

It is our hope and belief that the value ILEAS offers to your agency is well worth the time and effort to adopt the updated agreement. Thank you for your time, consideration and support to strengthen ILEAS so that the best mutual aid system in the country will be there when you need it.

Respectfully,



David Snyders
Stephenson County Sheriff
ILEAS President



Jim Page
ILEAS Executive Director

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, 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, § 10), 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), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. 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 but 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** – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. **Illinois Law Enforcement Alarm System** (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. **Initial Governing Board** – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA 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).

f. LEMAA – This agreement.

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

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

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

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA 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.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency 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 Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
 1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
 - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

(c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.

(d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. **The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.**
- c. **The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.**
- d. **The Public Agency ILEAS shall have the authority, right and power to:**
 - 1. **coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;**
 - 2. **solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;**
 - 3. **maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;**
 - 4. **identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;**
 - 5. **coordinate and provide a facility for training exercises and education;**
 - 6. **solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement**

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
 - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
 - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 1. It is a Public Agency under the laws of the State of Illinois.
 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. **Definition of Status** – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. **Purpose of Non-Member Affiliate Status** – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.

- A non-member affiliate may:
 1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
 2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
 3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
 4. to the extent permitted by law:
 - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
 - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
- A non-member affiliate, or its representative(s) may not:
 1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
 - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. **Application of Law and Venue Provisions** - This LEMAA 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 Springfield, Illinois.
- b. **Compliance with Laws** - All Signatory Public Agencies to this LEMAA agree 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 the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. **Lack of Waiver** - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. **Status of a Signatory Public Agency** – Nothing contained within this LEMAA 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 Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. **Involuntary Termination of Participation in ILEAS** – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. **Immunities** - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. **No Third Party Beneficiary** -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. **Paragraph Headings** - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. **Severability** - If any part, term, or provision of this LEMAA 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 LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. **Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.**
- **As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.**
 - **As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.**
 - **Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.**
- k. **Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must**

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- I. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.

- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

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Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubonsee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

AGENDA MEMO

City Council

August 18, 2014

ISSUE STATEMENT

A resolution to add quantities for the Capitol Drive, 68th Street and Iris Road Ditch Maintenance Projects in an amount not to exceed \$190,000.

RESOLUTION

BACKGROUND

During the field layout of Capitol Drive, 68th Street and Iris Road Ditch Projects staff identified additional items were required due to field conditions. Also, during the excavation process additional adjustments to quantities were required due to buried pipes that had not been previously identified. As staff continues to manage the projects we are anticipating cost overruns for the specific projects.

The field layout process began by determining the locations of existing storm water discharges and storm water routes. Due to uneven topography, additional infrastructure was required to ensure that storm water would flow effectively and to construct maintainable ditches for residents. Specialized piping was required to meet IEPA water main and storm sewer pipe clearances in specific areas with limited right of way. The cost of additional material and labor increased primarily for trucking, aggregate material and dump loads. In summary, the additional quantities required were as follows:

- Water main quality pipe material was required due to proximity of the main and a ditch slope could not be maintained
- Aggregate material was required due to the need for additional piping and at lower depths
- A water main needed to be lowered due to a storm sewer conflict
- Trucking time and dump loads increased due to the depth of the excavations
- Additional roadway repairs were needed due to unidentified pipes traversing some roadways
- Scorpio Construction total charges increased to reflect unit pricing for material installation and removals.

Due to anticipating the cost overruns as we are getting closer to completing these projects, staff is requesting additional funds be allocated to finish this year's projects. The ditch projects have not been completed with the exception of Capitol Drive. Some of the other Capital projects are anticipated to be under budget estimates. The additional funding needed to complete all of this year's ditch projects is anticipated to be \$190,000.

Funding for this project is available in the capital projects fund as we maintain a \$500,000 reserve balance to be allocated for any additional expenses. Additionally, the FYE 4-30-14 audit shows we ended the year with an increase in the General Fund balance of approximately \$400,000 over the estimate. Staff will request that amount be transferred to the Capital Projects Fund as we have done previously.

COMMITTEE RECOMMENDATION

This item will be presented to the Municipal Services Committee for a Special Meeting on August 14, 2014.

ALTERNATE CONSIDERATION

Eliminating remaining Capital Projects.

DECISION MODE

This item will be placed on the August 18, 2014 City Council agenda under New Business for formal consideration.

RESOLUTION NO. _____

A RESOLUTION TO ADD QUANTITIES FOR THE CAPITOL DRIVE, 68TH STREET AND IRIS ROAD DITCH MAINTENANCE PROJECTS IN AN AMOUNT NOT TO EXCEED \$190,000.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to add quantities for the Capitol Drive, 68th Street and Iris Road Ditch Maintenance Projects in an amount not to exceed \$190,000.00.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of August, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY