

**POLICE COMMITTEE  
AGENDA  
September 1, 2011  
6:00 P.M.  
City Council Chambers  
1702 Plainfield Road**

1. Call to Order
2. Approval of Minutes July 7, 2011 Meeting
3. Communication
4. Old Business
  - a. Stop Sign Marlborough & Lyman
5. New Business
  - a. Agenda Memo/Surplus Property/Auction Websites
  - b. Agenda Memo/Our Lady of Peace 5K Run
6. Department Report
  - a. Overview of Monthly Statistics
  - b. Community Service Officer Duties
7. Public Comment
8. Next Meeting Date  
Thursday, October 6, 2011, 6:00 p.m. City Council Chambers
9. Adjournment

**POLICE COMMITTEE  
MEETING MINUTES  
July 7, 2011**

**1. Call to Order**

Chairman McIvor called the meeting to order at 6:03 p.m. in the Council Chambers of the Darien City Hall.

**Committee members in attendance:** Chairman McIvor, Alderman Poteraske and Alderman Joerg Seifert

**Elected Officials in attendance:** Treasurer, Michael Coren

**Staff members in attendance:** Deputy Chief David Skala, Deputy Chief John Cooper, Detective Brette Glomb

**Guest/Residents in attendance:** Mr. Brian Waterman, Principal, Hinsdale South High School; Mr. John Gonczy, 2228 Donegal Drive, Darien; Mr. Chris Lambiasi, 7749 Lyman Avenue, Darien

**2. Approval of Minutes**

Alderman Seifert made a motion to approve the minutes of the May 5, 2011 Police Committee meeting; Alderman Poteraske seconded the motion. Motion approved by a voice vote of 3 ayes.

**3. Communications**

There were no communications presented.

**4. Old Business**

There was no old business to discuss.

**5. New Business**

a. Stop Sign Marlborough & Lyman

Chairman McIvor stated that the Committee had a request from a resident to evaluate the need for a stop sign at this intersection. During the April 7<sup>th</sup> Police Committee Meeting the same request was reviewed. At that time, the only request that had been made was via an anonymous letter. No action was taken.

Deputy Chief Skala reviewed the facts of the Agenda Memo with the Committee. The Committee then talked about the need for a stop or yield sign. The current position of the Committee is to closely evaluate the need for any sign. Chairman McIvor asked if there were any comments or discussions from the other aldermen. Alderman Poteraske thinks if we were to follow the idea of yield and stop sign placement when requested, we would have to put two hundred of them up. Alderman Seifert commented that we should not set that precedent.

Chairman McIvor stated the recommendation is that no stop sign be placed at this site then asked if anyone in the audience would like to comment. Mr. Chris Lambiasi, 7749 Lyman Avenue, Darien, stated that he was the person that sent the e-mail. He thinks there needs to be a stop sign because traffic never stops. Chairman McIvor told Mr. Lambiasi if he could get

area residents with the same concern to sign a petition requesting a sign at that location, it could be revisited at another meeting. Chairman McIvor told Mr. Lambiasi to follow up with Deputy Chief Skala via e-mail. Deputy Chief Skala responded to Mr. Lambiasi that the issue could be again placed on the August 4<sup>th</sup> Police Committee Meeting if the petition was obtained, however, if no communication was received, then no action would be taken.

Chairman McIvor said regarding Item 5a, the Committee will take no action at this time.

b. Agenda Memo Annual DUMEG Dues

Deputy Chief Skala reported that we are under an agreement with the DuPage Metropolitan Enforcement Group (DUMEG). We do not supply them with manpower so we have a fair share to pay which is \$520.00 per authorized officer, which comes out to \$19,240.00. This is a budgeted item. There being no questions or comments from the Aldermen or audience, Chairman McIvor asked for a motion to send this to City Council approval at their July 18<sup>th</sup> meeting. Alderman Seifert made a motion, seconded by Alderman Poteraske. Motion approved by voice vote of 3 ayes.

6. **Department Report**

c. Hinsdale South School Resource Officer Summary

Deputy Chief Skala asked if this Department Report could come first on the agenda, since representatives of both the Police Department and Hinsdale South High School were present. Detective Brette Glomb gave a presentation on his function as a School Resource Officer at the high school. He discussed a class assignment some students did on Darien's curfew. Principal Brian Waterman of Hinsdale South High School was there to answer any questions that may arise. The Committee's concern is whether Detective Glomb provides information to the students regarding local laws, specifically curfew. He replied that he does provide information at an initial orientation session for students and that during this upcoming year he will include the criteria for curfew.

a. Overview of Monthly Statistics

Deputy Chief Skala advised the Committee of the traffic statistics for the July 4<sup>th</sup> holiday weekend which included the number of traffic stops, tickets issued and number of DUI arrests. Deputy Chief Skala advised the Committee that August 2<sup>nd</sup> is considered to be National Night Out. This is a community event where people are encouraged to go outside of their homes, mingle with the neighbors and leave their outside lights on. The City of Darien has not planned any formal events, however, the concept will be mentioned at the July 18<sup>th</sup> City Council Meeting.

Deputy Chief Skala reviewed the staffing report with the Committee. An updated hard copy of the report was provided to the Committee. Chairman McIvor commented on the four officers who were out on sick leave and questioned when they were expected back. Deputy Chief Skala stated that currently three officers are on Workman's Comp due to on-duty injuries and another officer is on medical leave for a non work related condition. There is no definite date of return for any of these officers. Alderman Seifert questioned how the police department comes to their staffing requirements. He requested a more tangible gauge, other than the numerical statistical report, illustrating what criteria determines adequate staffing.

Deputy Chief Skala replied that there are various factors to determine staffing levels and these had been discussed with the Committee at one of the first meetings. These factors include, but are not limited to, the size of the city, response time, resident and officer safety.

Deputy Chief Skala advised the Committee that based on the request of the patrol sergeants, the street staffing level would not be reduced to 4 officers from 5 on the weekends. This was due to the increase of calls during the summer months. The Committee approved of this decision with the consensus being that staff could adjust the staffing levels based on the need. Deputy Chief Skala also advised the Committee that staffing was increased during the July 4<sup>th</sup> holiday; Alderman Poteraske asked if this created additional overtime to which Deputy Chief Skala responded no, that this was built into the staffing level scheduled.

Deputy Chief Cooper raised the issue that if Deputy Chief Skala or he was not selected to become the Chief, then one of the Deputy Chiefs ranks would be reduced to Sergeant. He made the Committee aware if that happened it could result in one of the Sergeants being demoted to patrol officer and one of the patrol officers could potentially lose their job.

Chairman McIvor requested that as part of the Department Head Report during the July 18<sup>th</sup> City Council Meeting information on police staffing be provided.

b. Darien Fest – 9-1-1 Tribute

Deputy Chief Skala related information on the Darien Fest- 9-1-1 Tribute which will be held on September 11<sup>th</sup> during Darien Fest. Tri-State FD is coordinating this event. We will invite neighboring communities, but some will probably be having their own memorials that day. The Tri State Fire Department has received a portion of a beam from one of the twin towers. They are going to make a memorial in front of their station on Plainfield Road with the beam.

**7. Public Comment**

There was no public comment other than comments made during the individual items' discussion.

**Aldermen's Comments**

Alderman Poteraske asked about the two new ordinances that were being worked on. One was for administrative towing fees and one for booking fees. Deputy Chief Cooper explained he is working with City Administrator Vana on procuring an Administrative Judge for hearings. Hopefully this will be in place by August 1<sup>st</sup>. The booking fees ordinance should be in place sooner. Deputy Chief Skala said we will have an update on this at the August 4<sup>th</sup> meeting.

Deputy Chief Skala said that the goal is also to have the revised Rules and Regulations from the Fire & Police Commission presented to the Committee at the August meeting. Attorney Murphey is reviewing them now. Chairman McIvor asked that we put that as an item for discussion on the agenda for August 4<sup>th</sup> meeting. Alderman Seifert said he would not be at the August 4<sup>th</sup> meeting. Chairman McIvor asked if there would be any items up for a vote and Deputy Chief Skala replied he suspected only the Police Commission Rules and Regulations. Deputy Chief Skala then went on to explain the Rules & Regulations. Alderman Seifert states that he would not be at the next Police Committee Meeting, but did not request that the date be changed.

**8. Next Meeting Date**

Chairman McIvor announced that the next Committee meeting will be on Thursday, August 4, 2011, 6:00 p.m. in the City Council Chambers.

**10. Adjournment**

The Committee Meeting was adjourned at 7:32 p.m., motion by Alderman Poteraske, second by Alderman Seifert; motion carried by voice vote of three ayes.

Minutes Submitted by: Deputy Chief David Skala

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

Alderman: \_\_\_\_\_  
Joerg Seifert

Chairman: \_\_\_\_\_  
Sylvia McIvor

Alderman: \_\_\_\_\_  
John Poteraske

**AGENDA MEMO**  
**Police Committee**  
**July 7, 2011**

**\*AS OF AUGUST 24, 2011, THERE HAS BEEN NO ADDITIONAL  
CORRESPONDENCE FROM ANY RESIDENT REGARDING THIS ISSUE.**

**ISSUE STATEMENT**

Discussion of a resident request for the installation of a stop sign at the intersection of Marlborough Lane and Lyman Avenue.

**BACKGROUND/HISTORY**

During the April 7, 2011 Police Committee Meeting this same request had been reviewed. It was initiated by an anonymous letter that was received. Due to the fact that no resident was present during the meeting, the Committee decided that notification to the City Council regarding this topic would be the only action taken.

Since the April 7<sup>th</sup> meeting, Chairman McIvor received an e-mail from a resident requesting the need for a stop sign at Marlborough and Lyman. In 2008 the City Council authorized the Neighborhood Traffic Study to review street signage and traffic patterns city wide. At that time this intersection was not recommended for any changes. For the placement of a stop sign the Manual for Uniform Traffic Control Devices (MUTCD) requires that an engineering study be completed for a stop sign to be erected. The police department has no record of crashes at this intersection. Staff again brings this to the Committee for discussion. The initial Agenda Memo dated April 7<sup>th</sup> indicated that staff conducted an informal survey with a couple of residents in this area who are not aware of any traffic conflicts on these two local roads that would require traffic control.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends that no stop sign be placed at this intersection. If the Committee determines that some type of sign is needed then the recommendation would be for a yield sign only.

**ALTERNATE CONSIDERATION**

Staff will follow the direction of the Committee on this issue.

**DECISION MODE**

Staff will follow the direction of the Committee on this issue.

**AGENDA MEMO  
Police Committee  
September 1, 2011**

**ISSUE STATEMENT**

The Police Committee is requested to review and recommend City Council approval of an ordinance authorizing the disposal of surplus property.

**BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service such as “**Public Surplus**”, “**PropertyRoom.com.**” or disposed of.

Staff is requesting that we change to one of these services to cut back on man hours needed to list, sell and collect funds for items sold on eBay. **Public Surplus** charges 7-10% fee to sell items. Items are picked up at the municipality. **PropertyRoom.com** picks up items to be sold and takes them to their sales center in Chicago. They do all the listing and selling of the items. They send a check to the city after the items are picked up. This will eliminate eBay listing and selling fees. **Back up provided on each company.**

1. 1999 Chevrolet Cavalier, VIN #1G1JC5249X7235483, odometer cannot be read  
This vehicle was a seizure that was forfeited to the City of Darien by the Circuit Court of DuPage County. This vehicle has no use in City service.
2. 2003 Ford Taurus, VIN #1FAFP56S23A256155, mileage 126,621  
Detective car – replaced due to mechanical issues and rust.
3. 2004 Ford Crown Victoria, VIN #1FAFP71W14X100848, mileage 121,997  
Rear axle burned up, staff determined it should be retired based on replacement of fleet.
4. 2000 Pontiac Grand Prix, VIN #1G2WK52J4YF324654, mileage 179,700  
This vehicle was a seizure that was forfeited to the City of Darien by the Circuit Court of DuPage County. This vehicle has no use in City service.

5.

<b>Property #</b>	<b>Case #</b>	<b>Description</b>
8723	09-492	Battery Sump Pump
8994	09-4342	Leaf Blower
9362	10-77	6' HDMI Cable
7984	07-6616	Black Trek Bik
9731	10-4529	Silver Huffy Bike

**Item #5a**

9816	10-6232	Sony Speaker
7144	05-70	Sony Camera
8412	08-5140	Silver Color Earring
9732	10-4459	Misc. Statues
9548	10-1960	Man's Yellow Ring
9565	10-2138	Woman's Yellow Ring
8866	09-2067	Pink Camera
8592	08-8577	Green IPod
9289	09-7917	3 Pkgs. Diapers
9289	09-7917	2 Bottles Tide
10013	11-538	Pair Gloves
10013	11-538	(2) Car Seat Covers
9995	11-296	Clothing, Personal Care Items, Razor
9899	10-7530	Sox Hat
9364	09-8847	Clothing, Personal Care Items
9506	10-1491	Phones & Chargers, (2) 500 Amp Chargers, Razors, Dog Kennels
10008	11-509	Silver colored ring/black stone

The staff is requesting that the above property be declared as surplus and auctioned by Public Surplus or PropertyRoom.com. or disposed of.

**STAFF/COMMITTEE RECOMMENDATION**

Based upon the above information, staff recommends that the item listed above be declared surplus property and be auctioned or disposed of by the online auction company called Public Surplus.

**ALTERNATE CONSIDERATION**

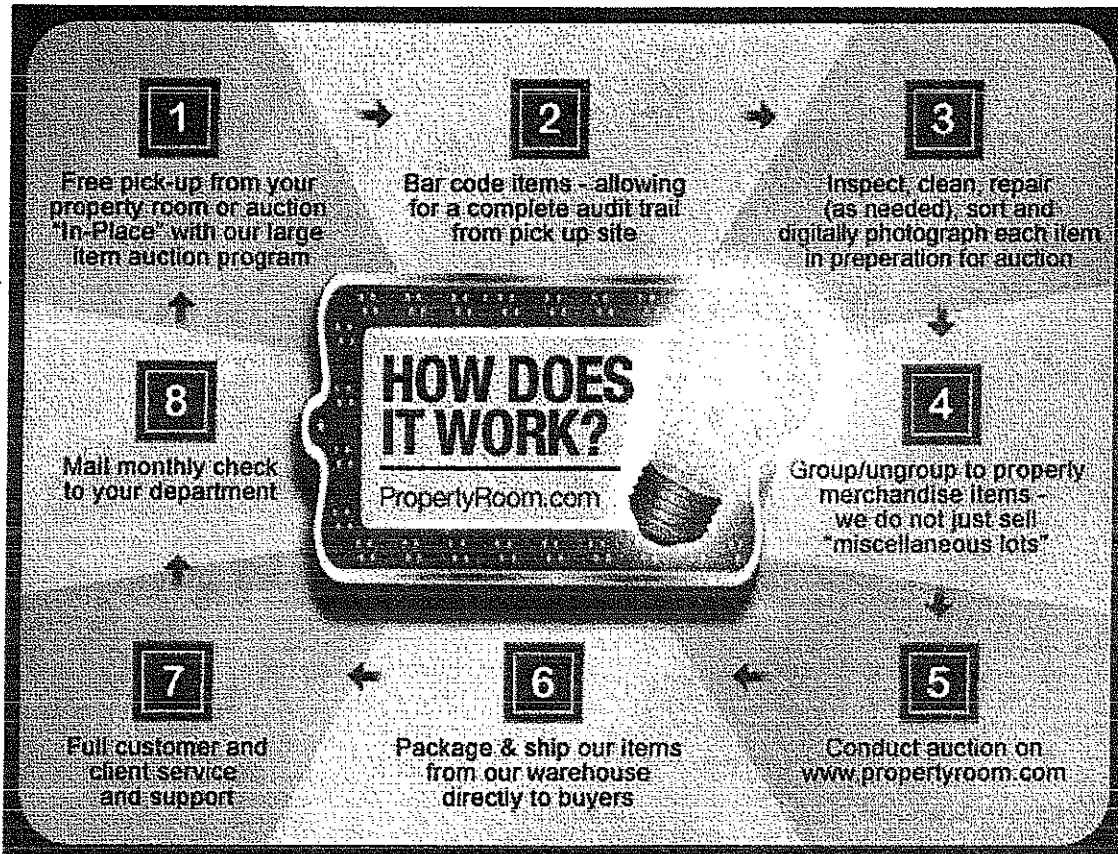
As directed by Committee.

**DECISION MODE**

If approved by the Committee, this item will be placed on the September 19, 2011 City Council Agenda for formal Council approval.



# PROPERTY ROOM.COM



## Free Secure Pick-up Saves You Space

- Free pick-up and removal of designated items from your property room(s)
- Regular pick-up schedule available, as are one time emergency pick-ups
- Large item in-place auction services available
- Property Room Inc provides and attaches bar codes and checks items off against electronic or paper manifest at pickup and once again at delivery to processing center

## We Process Items, at No Cost to You, to Add Value

- When applicable, like items are grouped to create higher value "sale units"
- Items are tested for functionality
- Items are evaluated and rated based on their condition
- Items are cleaned and repaired

- Research is conducted to better understand value of items
- Items are appraised and/or certified as needed
- Items are photographed and descriptions are written in preparation for auction
- Upon auction close and sale, PropertyRoom.com packages and ships to winning bidder
- Where applicable PropertyRoom.com will arrange for the pick up of the item(s) by the winning bidder
- Monies are collected by PropertyRoom.com from winning bidders and delivery of department proceeds are carried out once a month

#### **Auctions are Available to Millions of Potential Bidders**

- Property Room Inc has over 650,000 registered users and [www.propertyroom.com](http://www.propertyroom.com) gets more than 20 million page views a month
- Items listed on our auction site [www.propertyroom.com](http://www.propertyroom.com), 24 hours/day, 7 days/week, 365 days/year are non-discriminatory
- Items sell for higher price due to large amount of bidders with knowledge of and access to our auctions
- All bids are sincere and secure due to pre-qualification of PropertyRoom.com bidders
- Full customer support is available to answer questions for all our auction bidders
- Extensive bidding instructions & information provided on our auction site
- Bidders are more comfortable dealing with a trusted company like PropertyRoom.com, than with unknown sellers like those on peer-to-peer auction sites
- Free public registry for lost or stolen items allows for rightful owners to recover items at no cost to them or the departments

#### **Online Logistics and Audit System Available to All Departments 24x7x365**

- Complete on-line report, audit and reconciliation system provided via a secure web based server allowing for complete transparency into our process so you can track the progress of your assets up for auction
- PropertyRoom.com currently has three warehouses or processing centers in Long Island, New York, Los Angeles, California and Orlando, Florida.
- PropertyRoom.com collects and pays all appropriate state sales taxes
- Monthly checks and detailed financial reporting mailed every month to departments

#### **In Place/Large Item Auction Service**

- Large-item in-place auctions available for cars, trucks, boats, planes, etc.
- Includes checklist review, coordination with client, listing write-up, auction launch management and marketing, as well as many other additional services

- Transaction processing, customer support, coordination of winning bidder payment and pick-up and item photography also available
- Silver, Gold, Gold+ and Platinum level options allow you to pick the right amount of service for your unique needs

### **We Understand Your Needs**

**PropertyRoom.com works with over 1,200 police and sheriff departments across the country including large municipalities such as:**

- New York City Police Department
- City of Los Angeles Police Department
- Cincinnati Police Department
- Baltimore County Police Department
- Pinellas County (FL) Police Department
- Indianapolis Police Department
- Seattle Police Department
- Portland Police Department
- Broward County (FL) Sheriff Department
- King County (WA) Sheriff Department
- Houston Police Department
- Milwaukee Police Department
- Honolulu Police Department

The management, senior advisors and board members of PropertyRoom.com have over a century of law enforcement experience, included in that group is Daryl F. Gates, Retired Chief of the Los Angeles Police Department. Along with marketing, logistics and warehouse professionals, we provide a turnkey alternative to the current method of property disposition at no cost to your agency.

# PROPERTY ROOM.COM Guidelines for Item Pick-up & Processing

This document is intended to help PropertyRoom.com clients better understand our procedures for the pick up and processing of the following item groups:

1. Items we will not accept
2. Items, if received, we will dispose of without attempting to sell
3. Items we will accept and apply the listed guidelines when selling

## 1. items we will not accept:

- Drugs – Narcotics, prescription and paraphernalia
- Firearms, Ammunition & Ammunition magazines - We do sell holsters, stocks, scopes and all other accessories
- Hazmat – Hazardous/flammable materials
- Monitors – CRT monitors (we do take newer flat screen monitors)
- Office Furniture - Desks, filing cabinets, chairs, etc (please note these items can be sold under our Gold Program, please contact client services for more details)
- Used tires – Used tires without rim (we will accept used tires on rims)

## 2. Items, if received, we will dispose of without attempting to sell:

- Airbags
- Airsoft, BB and pellet guns
- Body armor, with or without inserts and bullet proof vests
- Cable TV decoder boxes
- Counterfeit items from name brands - Rolex, Gucci and LV. If you are unsure if an item is a knock-off, please send it and let our on-site experts make the determination. If the property is a knock-off it will be destroyed and noted in the system. Please use a separate line and barcode on your manifest
- Endangered species parts or by-products such as Ivory or Tortoise shell
- Food
- Jimmies, Slim-Jims or dent pullers used to break into cars
- Lock pick sets
- Lottery tickets
- Medicine – OTC only
- Military decoration approved by Congress such as Distinguished Service Medal, Medal of Honor, Silver Star and Purple Heart
- Pirated (copied/burned) CDs/DVDs or other media
- Police batons and tasers, squad car dividers (cages) and sirens – we will sell most other surplus items
- Project® ChildSafe Gun Locks (we do sell other brands of gun locks)
- Sexually explicit or hate materials
- Used Infant/Toddler Car Seats
- Used Motorcycle and Bicycle helmets
- VHS/cassette tapes

## 3. Items we will accept and apply the listed guidelines when selling:

- Bicycles – Rusted, damaged and missing parts may be disposed of
- Hazmat Tanks – We do sell empty tanks such as CO2, O2, NO2
- Knives – We will sell all except switchblades, butterfly knives and concealed blade canes
- Legacy electronics - CRT monitors, computers and printers > 3 years old will be recycled if determined to have no resale value
- Recalled items – We will sell recalled items if the recall can be repaired and documented
- Used Apparel - We do sell good condition leather jackets/ fur coats as well as ski boots and snowboard boots

Please contact Client Services at 866.799.3551 x83 with questions or concerns

Property Room.com, Inc. is the leading online auction service working specifically with public agencies. We have been in business over 9 years and work with over 2000 Public Agencies.

You can break our services down into 3 components.

1. **Portable items** – Items we can put in our truck and are taken away to our Processing Centers.

2. **Large items sold in-place** – The Gold Program: These are items that either will not fit in our truck or items such as Bull Dozers (the public will buy them but do not want to pay for shipping) these would fall under our gold program.

3. **Large items on Platinum program**- Large items mostly rolling stock such as vehicles or large equipment such as bulldozers, which are removed from your premises and are auctioned in **3 ways conventional on-site, internet, and international internet. Copart handles all aspects of the Auction.**

**We realize that wise use of labor hours and the generation of revenue where possible are areas that are foremost in the minds of all public agencies.**

Our clients may view the **status of all items consigned to us**, including **the amount of auction proceeds**, date sold, how the item was described, and even the actual photograph that appeared to bidders. Your reports are available at your convenience online 24/7

Our goal is to **save our clients time (man power hours), increase their revenue, and free up the space that storing auction items take up.** We are **non- exclusive** and we only ask that you give us 30 days written notice if you choose not to use our services.

There is **no cost or capital expenditure** we work on a "revenue share" basis. **Our share of the revenue is never greater than the agencies; our share is either equal to or less than the agencies.**

**We offer Trial Agreements so that our Agencies may try our services and see the benefits.**

## Gold Auction Service

PropertyRoom.com's Gold auction program specializes in selling abandoned, seized, and forfeiture vehicles as well as fleet vehicles and other large pieces of property which do not lend themselves to truck transport to our processing centers.

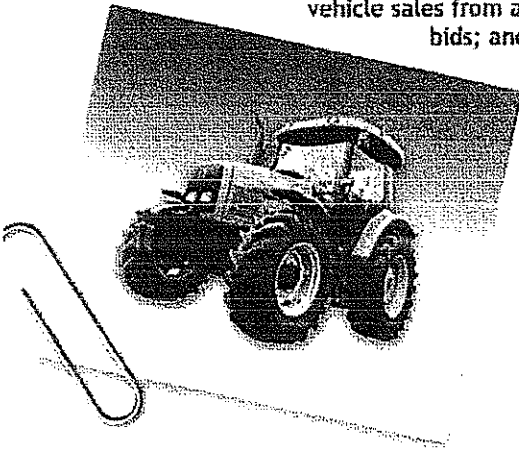
Our Gold program service includes uploading up to ten digital photographs and a vehicle description from your staff; describing and listing your vehicles or other equipment in our online auction catalogue; conducting an online auction that reaches our more than 1.2 million registered and verified bidders; selling your property to the highest bidder; collecting the successful bid payment; and remitting the proceeds due to your agency. We also provide a detailed audit trail for all property provided to us for sale that records all bids received, the successful bidder and the payment terms. These reports are available to you via an online access into our servers we provide for your account, so you always have the latest data available for your own internal reporting and accountability requirements.

Once the auction is completed and we have collected the funds, we put the successful bidder in touch with your agency to facilitate title and registration transfer and delivery of the item.

The benefits of using our services are: ease of use; reduction in staff time spent on routine processing and redeployment to higher value assignments; higher returns on vehicle sales from attracting more and better bidders making more and higher bids; and our detailed reports that help you maintain tight accountability on the assets you are responsible for protecting.

### Fee Structure:

- Your agency gets 95% of sales proceeds
- We retain 5% of sales proceeds



## Platinum Auto Auction Service

PropertyRoom.com and Copart, Inc., both leaders in online auctions, have joined forces to create a full-service solution for the public sector marketplace. We specialize in selling abandoned, seized, and forfeiture vehicles as well as fleet vehicles.

Our Platinum program service includes towing vehicles from either your agency storage location or from your contract local tow companies; cleaning and photographing your vehicles; describing and listing your vehicles in our online auction catalogue; conducting public inspection periods; conducting an online auction that reaches a local as well as national and international audience of bidders; selling your vehicles to the highest bidder; collecting the successful bid payment; facilitating title and registration transfer; delivering the vehicle to the successful bidder; and remitting the proceeds due to your agency. We also provide a detailed audit trail. We record all bids received, the successful bidder, the payment terms, and the title transfer information. These reports are sent to your agency at the conclusion of each sale week so you always have the latest data available for your own internal reporting and accountability requirements.

Our towing services are free for automobiles and small trucks if your pick-up location is within 30 nautical miles of our local yard facility. Heavy equipment towing is charged at our cost.

The benefits of using our services are: ease of use; reduction in staff time spent on routine processing and redeployment to higher value assignments; less cost for storage and towing charges; higher returns on vehicle sales from attracting more and better bidders making more and higher bids. Automated processing of title and registration documents by our staff saves both time and money for your agency and our detailed reports help you maintain tight accountability on the assets you are responsible for protecting. Because we also can process totaled and wrecked vehicles we provide a 100% solution to your disposition needs and minimize the number of vendors you have to work with and oversee.

### Fee Structure:

- Your agency gets 87.5% of sales proceeds
- We retain 12.5% of sales proceeds



# PROPERTY ROOM.COM

## Law Enforcement Client List

Jacksonville Aviation Authority  
Jacksonville Beach PD  
Jacksonville Sheriff  
Jupiter PD  
Key Biscayne PD  
Kissimmee PD  
Lake County Sheriff  
Lake Mary PD  
Lake Placid PD  
Lake Wales PD  
Lakeland PD  
Lauderhill PD  
Lighthouse Point PD  
Manatee County SD  
Melbourne PD  
Miami Beach PD  
Miramar PD  
Mt. Dora PD  
Nassau County Sheriff  
Neptune Beach PD  
New Port Richey PD  
North Palm Beach PD  
North Miami Beach PD  
Miami PD  
Martin County Sheriff  
Melbourne PD  
Melbourne Beach PD  
Melbourne Village PD  
Nassau County Sheriff  
Okaloosa County Sheriff  
Orange County Sheriff  
Orlando PD  
Ormond Beach PD  
Osceola County Sheriff  
Oveido PD  
Palm Bay PD  
Pasco County SO  
Pembroke Pines PD  
Pinellas County  
Plant City PD  
Plantation PD  
Port St. Lucie PD  
Riviera Beach PD  
Sanford PD  
Sarasota County Sheriff  
Sarasota PD  
Seminole County Sheriff

South Miami PD  
St. Lucie County Sheriff  
St. John's County Sheriff  
Starke PD  
St. Petersburg PD  
Surfside PD  
Tamarac PD  
Tampa PD  
Temple Terrace PD  
Town of Ponce Inlet PD  
University of South FL PD  
Tampa Campus  
UCF/A&SF  
University of Central Florida  
Wauchula PD  
West Melbourne PD  
Wilton Manors PD  
Winter Garden PD  
Winter Parks PD  
Winter Spring PD

### GEORGIA

Alpharetta City PD  
Atlanta PD  
Bibb County PD  
Brunswick PD  
Cherokee County  
City of Clarkston PD  
City of Rome PD  
Clayton County Sheriff  
Cobb County PD  
De Kalb County PD  
Doraville PD  
Floyd County  
Forsyth County  
Garden City PD  
Gwinnett Co PD  
City of Hinesville PD  
Hogansville PD  
Holly Springs PD  
Lagrange PD  
Lawrenceville PD  
Milledgeville PD  
Richmond Hill PD  
Roswell PD  
Sandy Springs PD  
Savannah-Chatham PD

Tri-Cities Narcotics Task Force

### HAWAII

Honolulu PD

### IDAHO

Bingham County Sheriff  
Blackfoot PD  
Bonner County Sheriff  
Clearwater County Sheriff  
Grangeville PD  
Idaho Falls PD  
Ketchum PD  
Koonontai PD  
Lewiston PD  
Lewis County Sheriff  
Nampa PD  
Pocatello PD  
Wendell PD

### ILLINOIS

Adams County Sheriff  
Addison PD  
Algonquin PD  
Alsip Village PD  
Arlington Heights PD  
Aurora PD  
Batavia PD  
Berwyn PD  
Bloomington PD  
Bolingbrook PD  
Burbank, PD  
Burr Ridge PD  
Buffalo Grove PD  
Carol Stream PD  
Countryside PD  
Crawfordsville PD  
Crestwood PD  
Crystal Lake PD  
Decatur PD  
Des Plaines PD  
Du Page Public Safety  
East Peoria PD  
Elmhurst PD  
Evanston PD





ILL

# PROPERTY ROOM.COM

## Law Enforcement Client List

Evergreen Park PD  
 Forest Park PD  
 Franklin Park PD  
 Freeport PD  
 Geneva PD  
 Glencoe PD  
 Glendale Heights PD  
 Glen Ellyn PD  
 Glenview PD  
 Hanover Park PD  
 Hodgkins PD  
 Hoffman Estates PD  
 Island Lake PD  
 Kane County Sheriff  
 Kankakee County Sheriff's PD  
 Kenilworth PD  
 Lake Forest PD  
 Lake Zurich PD  
 Lincolnwood PD  
 Lindenhurst PD  
 Lisle PD  
 Marengo PD  
 Montgomery PD  
 New Lenox PD  
 Napperville PD  
 Orland Park PD  
 Oswego PD  
 Peoria County Sheriff  
 Plainfield PD  
 River Forest PD  
 Rolling Meadows PD  
 Romeoville PD  
 Schaumburg PD  
 Skokie PD  
 Steamwood Village PD  
 Vernon Hills PD  
 Village of Barrington PD  
 Village of Brookfield PD  
 Village of Cary PD  
 Village of Carpentersville  
 Village of Deerfield PD  
 Village of Hinsdale PD  
 Village in Lake in the Hills  
 Village of Lombard PD  
 Village of Lyons PD  
 Village of McCook PD  
 Village of Northfield PD

Village of Shorewood PD  
 Village of Woodridge PD  
 Warrenville PD  
 Westchester PD  
 West Chicago PD  
 Western Springs PD  
 City of Wheaton PD  
 Wheeling PD  
 Wheeling Park Dist  
 Will County PD  
 Wilmette PD  
 Winnetka PD

### INDIANA

Allen County Sheriff  
 Anderson PD  
 Bloomington PD  
 Brownsburg PD  
 Carmel PD  
 Cumberland PD  
 Fort Wayne PD  
 Hammond PD  
 Hendricks County  
 Kokomo PD  
 Lafayette PD  
 Lawrence PD  
 Linton PD  
 Merrillville PD  
 Mishawaka PD  
 Monroe County Sheriff  
 Muncie PD  
 Mundelein PD  
 Munster PD  
 Noble County SD  
 Plainfield PD  
 Terre Haute PD  
 St. Joseph County Sheriff  
 Valparaiso PD  
 West Lafayette PD  
 Westfield PD

### IOWA

Ames PD  
 Ankeny PD  
 Bettendorf PD  
 Cedar Falls PD  
 Cedar Rapids PD

Clinton PD  
 Council Bluffs PD  
 Davenport PD  
 Linn County SD  
 Ottumwa PD  
 Story County SO

### KANSAS

Abilene PD  
 Arkansas City PD  
 City of Leavenworth PD  
 City of Olathe PD  
 Dodge City PD  
 Emporia PD  
 Geary County Sheriff  
 Hutchinson PD  
 Junction City PD  
 Kansas City PD  
 Lawrence PD  
 Leawood PD  
 Leavenworth PD  
 Lenexa PD  
 Liberal PD  
 Lindsborg PD  
 McPherson PD  
 Merriam PD  
 Overland Park FD  
 Overland Park PD  
 Prairie Village PD  
 Reno County PD  
 Salina PD  
 Shawnee County Sheriff  
 Wichita PD  
 Wyandotte County

### KENTUCKY

Alexandria PD  
 Covington PD  
 Jessamin County Sheriff  
 Lexington-Fayette Co  
 Murray PD  
 Nicholasville PD

### LOUISIANA

City of New Orleans PD

**AUCTION SERVICES AGREEMENT: TERMS AND CONDITIONS**

These Terms and Conditions (the "Ts & Cs") set forth the terms upon which PropertyRoom.com, Inc., a Delaware corporation ("Contractor"), will provide auction and disposition services (the "Services") for physical goods (the "Property") provided from time to time by the Contracting Organization or any Sister Agency of the Contracting Organization (jointly and severally, the "Owner") to Contractor on behalf of, and as agent for, the Owner.

**Methods for Accepting Ts & Cs.** These Ts & Cs may be accepted by Contractor and the organization to which the Services are provided (the "Contracting Organization") by:

- (i) Execution of a written agreement expressly incorporating these Ts & Cs, together with any attachments or addenda expressly incorporated therein (the "Executed Docs"),
- (ii) Presentment of these Ts & Cs as part of a proposal letter, proposal documentation or other written submission signed by Contractor and acceptance in writing (whether by letter, facsimile or e-mail) of such materials by the Contracting Organization without modification (the "Transaction Docs"),
- (iii) Presentment of these Ts & Cs as part of a proposal letter, proposal documentation or other written correspondence signed by Contractor and subsequent submission by the Contracting Organization of Property to Contractor for performance of Services.

**Allowance of "Piggy-backing" by Sister Agencies.** These Ts & Cs may also be accepted by any municipal, county or state governmental agency located in the state in which the Contracting Organization is located (each a "Sister Agency") by Sister Agency submission of Property to Contractor for performance of Services.

The agreement between Contractor and Owner (the "Agreement") consists of these Ts & Cs and (i) if any Executed Docs exist, such Executed Docs, (ii) if no Executed Docs exist but Transaction Docs exist, such Transaction Docs. If neither Executed Docs nor Transaction Docs exist, then the Agreement shall consist solely of these Ts & Cs. The Agreement, as so defined, collectively comprises the entire agreement between Contractor and Owner relating to the subject of the Agreement and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

1. **Items to be Sold.** From time to time, Owner will designate items of Property it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain items as Property in its sole discretion.
2. **Title to Property.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with the Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer"). Owner appoints Contractor as its representative and instrumentality to hold and offer for sale on Owner's behalf the Property, in accordance with the Agreement. In connection therewith, Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's right, title and interest in and to Property sold or disposed. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to payment of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement, which amounts shall be disbursed by Contractor on behalf of Owner as provided in the Agreement.
3. **Method of Selling Property.**
  - a. **Portable Property Items.** Contractor will, on Owner's behalf as its representative, pick-up, store and list Property for sale by internet auction to the public on one or more domain names selected by Contractor. To the extent that any Property is not sold by auction, Contractor may, in any commercially reasonable manner selected by Contractor, dispose of Property. Contractor will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. Contractor will handle all phases of submitting Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; setting auction length; creating text and graphics to describe and depict Property; collecting Buyer information; approving Buyer purchase transactions; and collecting Proceeds for completed sales from Buyers. Contractor shall use reasonable commercial efforts in auctioning and selling Property and disposing of Property that does not sell. Contractor shall sell and dispose of all Property "as is" without any liability to Owner. Contractor is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.

- b. **Large Property Items.** Contractor will, at Owner's request and on Owner's behalf as its representative, list physically large Property ("Large-Items") for sale by auction, including but not limited to cars, trucks, boats, planes and bulk lots of bicycles. For Large-Items, Contractor offers Owner different selling options ("Gold" and "Platinum"), each with different service components and associated pricing.
  - (1) **In-Place Option.** For Gold, Contractor will auction Large-Items in-place, and in this context, "in-place" means that Contractor will not pick-up and store these Large-Items but rather Owner will maintain physical control until transfer of title to Buyers.
  - (2) **Haul-away Option.** For Platinum, Contractor will, in conjunction with an agent or subcontractor of Contractor and to the extent practical, pick-up and haul-away Large-Items, selling via online auction and transferring title and physical possession to Buyers as described in Portable Property Items.
  - (3) **Large-Item Service Summary.** The Large-Item Auction Services Option Table below depicts service components associated with each option.

**Services Summary Table for Large-Items**

Service Component	Service Option	
	Gold	Platinum*
1. List Large-Item for online auction	Contractor	Contractor
2. Checklist review and coordination	Contractor	Contractor
3. Listing write-up and marketing	Contractor	Contractor
4. Auction and auction technology management	Contractor	Contractor
5. Customer Support to Bidders	Contractor	Contractor
6. Coordinate Buyer payment and Large-Item pick-up	Contractor	Contractor
7. Transaction (payment) processing	Contractor	Contractor
8. Photographing, vehicle review, equipment description	Owner	Contractor
9. Provide or procure asset title documentation, as applicable	Owner	Owner**
10. Pick-up and haul-away for off-premises online auction		Contractor

\* Contractor provides its Platinum service in cooperation with Copart, Inc., ("CPRT") a publicly traded company.

\*\* For a mutually agreeable fee, Contractor will optionally obtain title documents on behalf of Owner.

**4. Term and Termination.**

- a. The Agreement will become effective upon formation (the "Effective Date") and will continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
- b. The Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in the Agreement, upon thirty (30) days prior written notice to the other party unless the breach is cured within the thirty (30) day period, provided, however, if the breach is not capable of being cured within thirty (30) days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty (30) day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach.
- c. The rights of the parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- d. Notwithstanding any termination by either party of the Agreement, Contractor will continue to remit the Proceeds arising under the Agreement (net of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by Contractor or disposed on behalf of Owner or returned to Owner, at Owner's election and cost.

**5. Allocation of Sales Proceeds.**

**a. Portable Property Items**

- (1) **Sales Price.** Total Proceeds paid by Buyer shall be called "Sales Price." Sales Price shall include the winning bid amount (the "Winning Bid") plus fees (the "Fees"), such as shipping and handling, taxes, and insurance costs associated with the transaction and paid by Buyer.

- (2) **Transaction Costs.** Contractor shall utilize Fees, and not the Winning Bid, to pay or remit costs for shipping and handling, taxes, and insurance on behalf of Owner and Buyer, as applicable.
- (3) **Contractor Commission.** For each item of Property, Owner will pay to Contractor (by deduction pursuant to the section titled "Payment Terms" below) a fee (the "Contractor Commission") equal to fifty percent (50%) of the first \$1,000 of the Winning Bid and twenty five percent (25%) of the Winning Bid portion, if any, that exceeds \$1,000. The amount of the Winning Bid remaining after deduction and payment of the Contractor Commission will be called "Owner's Gross Proceeds".
- (4) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties if such a third party sent the winning bidder to the website), will be borne by Owner and Contractor in proportion to the ratio of Owner's Gross Proceeds to Contractor Commission. Owner's portion of Credit Card Cost and Affiliate Fees (collectively, the "Processing Costs") will be paid by Contractor to applicable third parties on Owner's behalf.
- (5) **Net Proceeds.** The amount of the Winning Bid paid to Owner after deduction and payment of the Contractor Commission and Processing Costs will be called "Owner's Net Proceeds".
- (6) **Fuel Surcharge.** Contractor does not charge pick-up fees. If and when fuel prices rise above a level as shown in the Fuel Surcharge Schedule below, a fuel surcharge ("Fuel Surcharge") will be paid to Contractor out of Owner's Net Proceeds for each Portable Item manifest. Contractor tracks benchmark average diesel retail prices as published online by the Energy Information Administration of the US Department of Energy and resets the Fuel Surcharge quarterly based on average weekly pricing from the prior quarter. Fuel Surcharges, if any, are deducted from monthly Owner's Net Proceeds.

**Fuel Surcharge Schedule**

Retail Diesel (per gal)	Fuel Surcharge*
Less than \$2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60
\$ 4.50 to \$ 4.99	\$ 62.00
\$ 5.00 to \$ 5.49**	\$ 74.40

\* Divides across locations and/or sub-accounts picked-up same day  
 \*\* Table continues upward at same rate

- (7) To the extent that Property is not sold by auction and Contractor disposes of Property in a commercially reasonable manner (see "Method of Selling Property" section), including, but not limited to, sending to charity, recycling, landfill, or scrap processor, Owner understands and agrees:
  - (a) For Property not sold by Auction, disposition activities create additional Contractor processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
  - (b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
  - (c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
  - (d) Contractor will bear the burden of Disposal Costs.
  - (e) Owner will pay to Contractor the Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case Owner shall be entitled to retain a portion of Disposition Proceeds calculated in accordance with Section 5a above, provided that the Disposition Proceeds will be deemed to be the "Sales Price" and the Disposal Costs will be deducted as a transaction cost under Section 5a(2) above.

**b. Large- Items.**

- (1) **Sales Price, Contractor Commission, Processing Costs and Net Proceeds.** Calculated in a manner directly analogous to Portable Property Items.
- (2) **Contractor Commission.** For each Large-Item of Property, Contractor will be entitled to a Contractor Commission equal to a percent of the Winning Bid which varies according to the Large-Item service option employed. In addition, Contractor will be entitled to charge to the Buyer a premium paid directly to Contractor (the "Buyer's Premium") which will not be included in the Winning Bid.

- (a) **Gold.** Contractor Commission will be 5% of the Winning Bid and Contractor will charge Buyer a 15% Buyer's Premium.
  - (b) **Platinum.** Contractor Commission will be 12.5% of the Winning Bid. In addition, for Large-Items that can be hauled on a standard vehicle transporter, tow services are provided for free when within 30 miles of one of CPRT's 140 facilities. A \$25 tow fee applies for every 25 miles over the first 30 free miles. In addition, fees for acquiring titles on behalf of Owner, if any, or for oversized vehicle (e.g., crane, bus, backhoe, etc.) haul-away fees, will be borne entirely by Owner.
6. **Payment Terms.** Once a month, Contractor will remit to Owner the Owner's Net Proceeds (less any Title Fees and/or Fuel Surcharges, if applicable) arising from completed sales during the prior month (after payment of all transaction costs, Contractor Commissions, Processing Fees, Title Fee and Fuel Surcharges, as applicable). Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, Contractor will make available to Owner, online, a report setting forth the following information for the immediately preceding month:
- a. The completed sales during the prior month, including the total amount of related Proceeds collected, the Contractor Commissions, the Owner and Contractor share of Processing Costs, any applicable Title Fees and/or Fuel Surcharges, and the Owner's Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by Contractor at the end of the month.
7. **Contractor Obligations.** With respect to Contractor's delivery of Services:
- a. Contractor will exercise due care in the handling and storage of Property;
  - b. Contractor shall keep Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. Contractor shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
  - d. Contractor shall obtain and maintain insurance in an amount (determined by Contractor) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. Contractor shall give Owner a certificate or a copy of each of the above upon Owner's request.
  - e. To help Owner comply with public notification statutes, if any, as well as to help Owner achieve higher Winning Bids, Contractor agrees to allow Owner to place one or more clickable links (the "Links") from one or more Owner websites to [www.PropertyRoom.com](http://www.PropertyRoom.com) or other websites Contractor uses for sale of Owner items. Contractor will supply technical requirements for Links to Owner.
8. **Owner Obligations.** Owner will use reasonable commercial efforts to provide Contractor such Property as becomes available for sale. Owner will complete paperwork reasonably necessary to convey custodial possession of Property items to Contractor, including a written manifest or list that describes the items of Property in sufficient detail for identification.

Owner agrees that it will not provide Property that is illegal or hazardous or infringes the intellectual property rights of any third party ("Prohibited Property"), including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In the event that any third party asserts a claim that any Property consists of Prohibited Property, Owner shall indemnify and hold Contractor harmless from any such claim and all damages, liabilities (whether joint or several), costs and expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in connection with such claim, whether or not litigated. In the event of any such claim or if Contractor otherwise determined in good faith that any Property consists of Prohibited Property, Contractor shall have the right to immediately suspend or cancel (even if completed) any auction or disposal of such Property and may refuse to sell, offer to sell or otherwise dispose of such Property. To the extent requested by Contractor, Owner will provide reasonable assistance in determining whether such Property in fact consists of Prohibited Property.

In the event that any Buyer asserts a claim that any Property consists of Prohibited Property and Contractor determines in good faith that such claim is reasonably likely to be determined to be correct, Contractor may, in its discretion, accept the return of such Property and refund the Sales Price for such Property to the Buyer, in

which event Contractor may then destroy such Property or return such Property to Owner and such refunded Sales Price shall be deducted from future remittances of Owner's Net Proceeds made by Contractor.

9. **Restrictions on Bidding.** Contractor and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on Contractor websites.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows (the "Conditions Precedent"):
  - a. Property delivered to Contractor is available for sale to the general public without any restrictions or conditions whatever and does not consist of Prohibited Property; and
  - b. Owner has taken all actions under applicable law that are required for Owner to auction the Property or to transfer title to the Property to Buyers (including, without limitation, all notice requirements and the like required prior to the sale of Property at auction under local statute or municipal code).
11. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement (the "Books and Records") for at least three (3) years following expiration or termination of the Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.
12. **Assignment.** The Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of the Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under the Agreement. No delegation by Contractor of any of its duties hereunder will be deemed an assignment of the Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of the Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
13. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.
14. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.
15. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
16. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by the Agreement and to account for and document those activities.
17. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either party that could imply or establish any joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on

**AUCTION SERVICES AGREEMENT: TERMS AND CONDITIONS**

behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever Contractor is given discretion in the Agreement, Contractor may exercise that discretion solely in any manner Contractor deems appropriate. Contractor shall be not liable to Owner for any Losses incurred by reason of any act or omission performed or omitted by Contractor in good faith on behalf of the Owner and in a manner reasonably believed to be within the scope of authority conferred on Contractor by the Agreement, except that Contractor shall be liable for any such Losses incurred by reason of Contractor's fraud, gross negligence or willful misconduct.

18. **Force Majeure.** Neither party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

Owner Information	Schedules, Supplements & Other Attachments
<p>_____ Owner Name</p>	<p>Mark Included Items: Ts &amp; Cs <span style="float: right;">Yes</span></p>
<p>_____ Street Address</p>	<p>Addendums <span style="float: right;">_____</span></p>
<p>_____ City, State, Postal Code</p>	<p>_____ <span style="float: right;">_____</span></p>

This Agreement, including all of the terms and conditions set forth in the Ts & Cs as well as any attachments indicated in the box above, comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

<b>Owner</b>	<b>PropertyRoom.com</b>
_____ Signor Name	_____ Signor Name
_____ Signor Title	_____ Signor Title
_____ Signature	_____ Signature
_____ Signature Date	_____ Signature Date

PropertyRoom.com, Inc.  
26421 Crown Valley Parkway, Ste 200  
Mission Viejo, California 92691  
949-282-0121  
Federal Tax ID 86-0962102



## **City of New Orleans's Property Auctions Go Online at PropertyRoom.com**

*New Orleans Joins 2,600 Municipalities in Auctioning on Property Room Website*

**Frederick, MD – July 22, 2011** – Property Room, the police auction site known for great deals in a trusted, fun online environment, today announced an agreement with the City of New Orleans to conduct online auctions of the municipality's forfeited, seized, found and surplus property.

The Property Room contract includes 843 patrol cars, 18 fire trucks, over 1,500 computers, 2,000 bicycles, printing presses, and thousands of seized or unclaimed items from the New Orleans Police Department's property room. In addition, Property Room will be auctioning off a 2002 Bentley, valued at \$110,000 and seized from a local New Orleans business owner who was delinquent on sales taxes from his business.

Founded by former police officers, Property Room provides an auction platform for products from over 2,600 police departments and municipalities nationwide. Property Room auctions cover practically every category of consumer goods, from watches, laptops and power tools to jewelry, coins and cars. Unique and offbeat items on the website have included eight-person bikes, Persian rugs, signed art and surfboards.

"Property Room looks forward to working with the City of New Orleans to auction off their surplus and seized items," said PJ Bellomo, CEO for Property Room. "We expect that our customer base and online expertise will prove to be a great fit for New Orleans."

Property Room has also earned the trust of over 1.25 million registered shoppers nationwide, who value the security and savings offered on the site, backed by superior customer service. With a team of trained and experienced inventory experts, Property Room rigorously evaluates all merchandise listed on the site from every police department, and destroys all counterfeit merchandise.

"Property Room offers tremendous value to Police Departments and municipalities nationwide, as well as online shoppers looking for great deals," added Bellomo. "It's a win for everyone involved. Property Room manages the entire process, offers fantastic bargains to shoppers, and returns a percentage of proceeds back to the community."

Property Room works with many of the largest law enforcement agencies in the country, including the NYPD, LAPD, Houston Police Department, Orange County Sheriff's Department, Kings County Sheriff's Department, and Las Vegas Metro Police Department, among others.

### **About Property Room**

Property Room is an online auction site that provides easy, fun, trusted deals on merchandise collected from police property rooms from across the United States. With most auctions starting at \$1 with no reserve, Property Room offers a site consumers can trust and a fun place to find great deals on a variety of eclectic and valuable items, like jewelry, watches, cars, coins, and more. More than 2,600 police departments and municipalities work with Property Room, including the LAPD and NYPD. For more information and great deals visit [www.PropertyRoom.com](http://www.PropertyRoom.com).



## John Cooper

---

**From:** zackaryc@thepublicgroup.com  
**Sent:** Thursday, August 11, 2011 3:50 PM  
**To:** John Cooper  
**Subject:** Public Surplus Information  
**Attachments:** References.pdf; Frequently Asked Questions-1.pdf

John Cooper,

Thank you for your interest in Public Surplus. Our online auction system was created with unique capabilities exclusively for public agencies.

Public Surplus is much more than just an auction website; it is a comprehensive tool that agencies can use to organize, automate and manage their entire surplus process. Public Surplus features and benefits include:

- Complies with state and local regulations by maintaining audit records, and automating the reallocation of surplus inventory within an agency's organization.
- Large numbers of buyers from an agency's own community, as well as specialty buyers from across the nation.
- Generating 30-60% more net revenue than conventional methods, including live auctions.
- NO COSTS to register, list or re-list items for sale.
- NO COST to the agency for sold items when we collect payment for you.
- No commitment is required. Agencies use Public Surplus at their discretion.

Even though the features of our system are extensive and sophisticated, using Public Surplus is easy. We strive to make the relationship between our system and its users a simple one. There are no exaggerated claims, no contracts, and no up front fees. We earn nothing unless our system and service is better than any alternative available to you.

To register as a seller online go to **welcome.publicsurplus.com** and click "Seller Registration" on the left side of the page. Once you have completed the application, you will receive an email with instructions on how to complete the registration process and obtain full access to the site.

I have attached two documents to this email for your reference. The first document contains some of the most commonly asked questions about Public Surplus. The second document contains a list of references that you may contact to inquire about their experiences with Public Surplus.

I will try to contact you soon to see if you have any questions or if you would like to view one of our free online presentations.

Thanks again for your time and I look forward to discussing this with you in the near future.

Best regards,

Zackary Corbett  
Eastern Region Customer Service Representative  
The Public Group - Public Surplus  
PH: 1-800-591-5546 x153

## John Cooper

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**From:** zackaryc@thepublicgroup.com  
**Sent:** Thursday, August 11, 2011 4:14 PM  
**To:** John Cooper  
**Subject:** Lift of Public Surplus Users

John,

Thank you so much for taking time to speak with me today, I look forward to working more with you in the future and hopefully we can get you on a demonstration to be able to view our product on a larger scale. Here is a list of some local Illinois Government Agencies that use Public Surplus:

City of Chicago  
Chicago Police Department  
Chicago Transit Authority  
City of Batavia  
City of Bloomington  
City of Moline  
City of O'Fallen  
City of St. Charles  
City of Wood Dale  
County of Kane  
Village of Palatine  
Village of Roxana  
Village of Shiloh

Let me know if you have any more questions, I am here to help you out with anything you need.

Zackary Corbett  
Eastern Region Customer Service Representative  
The Public Group - Public Surplus  
PH: 1-800-591-5546 x153  
Fax:1-800-932-7001  
[zackaryc@thepublicgroup.com](mailto:zackaryc@thepublicgroup.com)  
[www.publicsurplus.com](http://www.publicsurplus.com)

### CONFIDENTIAL NOTICE

This email is intended only for the use of the individual or entity to which it is addressed, and is considered information that is privileged, confidential, and exempt, for disclosure under applicable law.

## Frequently Asked Questions

### **Q. Are Internet Auctions legal?**

**A.** Absolutely! There are no regulations or statutes in any State prohibiting the use of Internet Auctions as a tool in the bidding process. Point of fact, the Federal Government and most States encourage Public Agencies to adopt modern technology to reduce costs and increase efficiency. The primary legal and operational concerns are related to the prevention of collusion between bidders, and public employees and bidders. A third-party enabled Internet Auction inherently has more protection against collusion than the traditional methods used by Agencies for procurement and sales.

### **Q. Why should an Agency use Public Surplus?**

**A.** *Public Surplus was designed specifically for Public Agencies.* It is the only automated system available that enables Agencies to manage their entire surplus inventory, while at the same time maintaining compliance with their State's regulations and policies. The system's specific features allow the reallocation or auctioning of surplus items without actual, or the appearance of, waste, favoritism, or collusion.

**Most States require, either by regulation or policy, that Public Agencies maintain audit-records detailing the disposition of every surplus item of a certain type and value.** *Public Surplus satisfies this requirement with its automated Inventory Control component, which gives Agencies the ability to easily provide a printed record for any surplus item disposed of during the preceding 7 years.*

**Most States require through regulation or policy that Public Agencies, whenever possible, reallocate items that are declared surplus, within the Agency.** Public Surplus specifically designed its Reallocation component to satisfy this requirement. We provide a way for Agencies to *instantly* and *automatically* notify all appropriate departments within the organization of surplus items available for redistribution. Interested departments are then allowed to easily and automatically request these surplus items on a "first come, first served" basis.

**Public Surplus also provides a COMMUNITY-based auction that increases the contact between an Agency and the community it serves.** *One of Public Surplus' most important services is helping Agencies attract larger numbers of community members to their surplus auctions.* By being accessible 24 hours, 7 days a week, an Agency's auctions via Public Surplus allow a larger percentage of the community to take advantage of the bargains surplus items provide.

### **Q. What kind of surplus items can be sold on Public Surplus?**

**A.** Just about anything! Mousetraps, portable classrooms, automobiles, buses, heavy equipment, shop equipment, kitchen equipment, athletic equipment, musical instruments, computers, printers, furniture, etc, etc. It's amazing! Almost everything listed, no matter how old or *odd*, sells.

### **Q. How often can auctions on Public Surplus be held?**

**A.** No limit! For most Agencies continuous auctions are best. No need to pile up an inventory of surplus to have enough for a live auction or sale. Instead of waiting, Agencies are able to list items for internal reallocation or public auction as soon as any item is declared surplus. This keeps warehouses and inventories streamlined and organized, allowing Agencies to operate more efficiently and save costs.

### **Q. How much more revenue do Public Agencies generate using Public Surplus compared to traditional methods?**

**A.** Based on experience so far, it is expected that Agencies using Public Surplus' "dynamic" auction will increase total net revenue from surplus sales by at least 30% and, in some cases,

exceed 200%. This occurs for many reasons, but mainly because Public Surplus brings a larger buyer base for Agencies' auctions. Also more and more people are using online commerce to meet their selling and purchasing needs.

**Q. What is the cost of using Public Surplus?**

**A.** There are three components to Public Surplus:

The first is its ability to manage an Agency's entire surplus inventory operations, from the time an item is declared surplus, to its ultimate disposition; and this includes a *complete* audit history file. This component is *Free*.

The second is Public Surplus' "reallocation" capability. This feature allows surplus items to be *automatically* reallocated to other departments within an Agency. This component is also *Free*.

The third component is the public auction feature. There are two ways an Agency can set up their auction fees:

1. The Agency elects to collect the monies themselves from the buyer. For this method there is a 7% transaction fee percentage charge. Many Agencies prefer to pass this fee percentage to the buyer in the form of a "Buyer's Premium" so it ultimately does not cost the Government Agency any money to sell on Public Surplus.
2. The more preferred option by Government entities is to have Public Surplus collect the monies for the Agency. Public Surplus deals with collecting the money from the buyer, saving the Agency time. If the Agency elects to have Public Surplus collect payment there is an additional 3% fee to cover the costs of accepting payment via credit card, Paypal and wire transfer. The total fee percentage for having Public Surplus collect is 10%. Again, the Agency can pass the whole percentage on to the buyer if they would like.

The best part about Public Surplus is that YOU are the boss. The Government Agency can charge the fee percentage using the method they would like. They can pass all the cost onto the buyer, they can take on all the cost themselves, or they can split up the fee percentage between themselves and the buyers. Also, a fee percentage is only collected on items SOLD. There is no charge for simply listing, or re-listing, an item.

We also have existing contracts that other Agencies have established with Public Surplus that include different fee percentages and features. If you are interested in learning more about these, please contact your Public Surplus Representative.

**Q. Does Public Surplus require a long-term contractual commitment?**

**A.** No! Public Surplus is available on an *at-will* basis. Public Surplus is designed to be, now and in the future, the most attractive means available for the management of the entire surplus inventory operations of Public Agencies. It is expected that Agencies will use Public Surplus only so long as it is better than any other alternative available to them. This provides our motivation to *continuously* provide the best service and technology available. If an Agency requires a contract in order to use Public Surplus, this can be arranged.

**Q. How does Public Surplus' system compare with other companies' surplus inventory management systems?**

**A.** To our knowledge, no other company offers an automated system that manages an Agency's entire surplus inventory operation from the moment an item is declared surplus to its final disposition.

**Q. Does Public Surplus have a way to attract buyers to an Agencies' auctions?**

**A.** Most definitely. This is a service that really sets us apart from other companies. We have a specific department designed to generate interest on Government Agencies' auctions. Public

Surplus's auction system is focused on *pick-up* buyers located within an Agency's *Community*, as well as "specialty" buyers from across the nation. We are very successful in helping Agencies attract large numbers of these buyers to their auctions.

**Q. Is training and customer support provided?**

**A.** Yes! Free Training and Customer Support is provided. *Public Surplus is so easy to learn and use that it only requires a short amount of training.*

**Q. Can Agencies use Public Surplus without RFP?**

**A.** There are several reasons why Agencies can use Public Surplus without going through the RFP process, including:

- All costs of using Public Surplus can be passed to the buyer through a buyer's premium charge on your auctions. Typically, the Agency will not pay a percentage and the buyer pays us a 7% premium plus the pass-through costs associated with the collections services of 3%.
- There are easily accessible printable and audit-able records established when using Public Surplus, making the audit experience less stressful. The Public Surplus system establishes tracking of items from the moment they are declared as surplus to their ultimate disposition.
- No commitment is required. Use by Agencies is solely at their discretion. The Seller assumes no risk at all when using Public Surplus for the complete management and disposal of surplus inventories.

## References

City of Little Rock – AR  
Contact: Darryl Syler  
Phone: 501-918-4208  
Email: jsyler@littlerock.org

City of Flagstaff – AZ  
Contact: Jole Guthery  
Phone: 928-213-3711  
Email: jguthery@flagstaffaz.gov

City of Phoenix – AZ  
Contact: Leland Merrill  
Phone: 602-262-5006  
Email: surplus.property@phoenix.gov

City of Tucson - AZ  
Contact: Kathleen Bender  
Phone: 520-791-4400  
Email: kathleen.bender@tucsonaz.gov

City of Scottsdale - AZ  
Contact: Jim Diss  
Phone: 480-312-8120  
Email: jdiss@scottsdaleaz.gov

County of Mohave - AZ  
Contact: Travis Lingenfelter  
Phone: 928-753-0752  
Email: travis.lingenfelter@co.mohave.az.us

Gila County - AZ  
Contact: Evelyn Esparza  
Phone: 928-402-8626  
Email: eesparza@co.gila.az.us

STATE OF CALIFORNIA  
Contact: Luke Anderson  
Phone: E-Mail Only  
Email: luke.anderson@dgs.ca.gov

City of Palmdale - CA  
Contact: David Reader  
Phone: 661- 267-5379  
Email: dreader@cityofpalmdale.org

County of Merced - CA  
Contact: Frank Rybka  
Phone: 209-385-7331 x 4361  
Email: frybka@co.merced.ca.us

San Joaquin County - CA  
Contact: Loretta Raya  
Phone: 209-468-3248  
Email: lraya@sjgov.org

Los Angeles County - Fire Department - CA  
Contact: Orlando Co  
Phone: 818-890-5748  
Email: oco@fire.lacounty.gov

County of Sacramento - CA  
Contact: Carl Crain  
Phone: 916-876-6375  
Email: crainc@sacounty.net

County of San Bernardino - CA  
Contact: Jose Breucop  
Phone: 909-387-2072  
Email: jbreucop@pur.sbcounty.gov

City of Costa Mesa - CA  
Contact: Debbie Dobrott  
Phone: 714-754-5212  
Email: ddobrott@ci.costa-mesa.ca.us

County of Alameda - CA  
Contact: Tim Schantin  
Phone: 510-667-7592  
Email: tim.schantin@acgov.org

Los Angeles USD - CA  
Contact: Rosa Pamonag  
Phone: 562-654-9385  
Email: rosa.pamonag@lausd.net

Contra Costa County - CA  
Contact: Kevin Berenson  
Phone: 925-313-732  
Email: kberenson@gsd.cccounty.us

SLO (California Polytechnic State University) - CA  
Contact: Brenda Tesch  
Phone: 805-756-1299  
Email: btesch@calpoly.edu

U. C. Berkeley - CA  
Contact: Sherry Reckler  
Phone: 510-643-8232  
Email: sreckler@berkeley.edu

PJS References Confidential Information

Metropolitan Water District - CA  
Contact: Carolee Windsor  
Phone: 909-392-5217  
Email: cwindsor@mwdh2o.com

City of Colorado Springs - CO  
Contact: Mike Blomgren  
Phone: 719-668-7629  
Email: mblomgren@csu.org

City of Glenwood Springs - CO  
Contact: Ricky Smith  
Phone: 970-384-6445  
Email: ricky.smith@cogs.us

City of Pueblo - CO  
Contact: Naomi Hedden  
Phone 719- 553-2343  
Email: nchedden@pueblo.us

Larimer County - CO  
Contact: Karen Turek  
Phone: 970-498-5958  
Email: turekkj@larimer.org

Thompson R2-J School District - CO  
Contact: Cynthia Pagel  
Phone: 970-613-5142  
Email: pagelc@thompson.k12.co.us

City of Hartford - CT  
Contact: Mark Turcott  
Phone: 860-522-4888  
Email: turcm001@hartford.gov

Town of Avon - CT  
Contact: Alex Trujillo  
Phone: 860-673-6151  
Email: atrujillo@town.avon.ct.us

Broward Schools - FL  
Contact: Vince Harrell  
Phone: 754- 321-4472  
Email: vincent.harrell@browardschools.com

City of Hialeah - FL  
Contact: Carlos Lopez  
Phone: (305) 883-5846  
Email: clopez@hialeahfl.gov

Palm Beach County School District - FL  
Contact: Bill Hayes  
Phone: 561-881-4789  
Email: hayes\_w@firn.edu

University of Florida - FL  
Contact: David Dykes  
Phone: 352-392-2556  
Email: dykesde@ufl.edu

Fulton County - GA  
Contact: Andy Bailey  
Phone 404-612-9515  
Email: andy.bailey@fultoncountyga.gov

Metropolitan Atlanta Rapid Transit Authority(MARTA) - GA  
Contact: Roger Mahler  
Phone (404) 848-5205  
Email: rmahler@itsmarta.com

City of Moscow - ID  
Contact: Mariah Atkinson  
Phone: 208-883-7055  
Email: matkinson@ci.moscow.id.us

City of Chicago - IL  
Contact: Peter Sitkowski  
Phone: 312-744-7960  
Email: psitkowski@cityofchicago.org

Chicago Transit Authority - IL  
Contact: Luis Galvan  
Phone 312-932-2140  
Email: lgalvan@transitchicago.com

STATE OF INDIANA  
Contact: Bob Flake  
Phone 317-234-3688  
Email: bflake@idoa.in.gov

Fort Wayne-Allen County Airport - IN  
Contact: Laura Hakes  
Phone 260-446-3430  
Email: hakes@fwairport.com

City of Ames - IA  
Contact: Mike Adair  
Phone: 515-239-5128  
Email: madair@city.ames.ia.us

City of Davenport - IA  
Contact: Larry Hart  
Phone 563-327-5118  
Email: ljh@ci.davenport.ia.us

Leavenworth County - KS  
Contact: Keyta Kelly  
Phone: 913-684-0441  
Email: kkelly@leavenworthcounty.org

P|S References Confidential Information

Lexington Fayette Urban County Government  
- KY  
Contact: Wanda Kean  
Phone 859-258-3914  
Email: wandak@lexingtonky.gov

Jefferson Parish Public Schools - LA  
Contact: Eddie Moses  
Phone 504-349-7728  
Email: eddie.moses@jppss.k12.la.us

City of Baltimore - MD  
Contact: Robyn Thompson  
Phone: 410-396-1855  
Email: robyn.thompson@baltimorecity.gov

A.A.C.P.S - MD  
Contact: James Williams  
Phone: (410) 923-5030  
Email: jowilliams@aacps.org

Brockton Area Transity Authority - MA  
Contact: Kathy Riddell  
Phone: (508) 588-2240  
Email: kriddell@ridebat.com

County of Kalamazoo - MI  
Contact: Kim Gunther  
Phone: 269-383-8954  
Email: kkgunt@kalcounty.com

Farmington Public Schools - MI  
Contact: Paul Hain  
Phone: 248-489-3346  
Email: paul.hain@farmington.k12.mi.us

Portage Public Schools - MI  
Contact: Karen Dentler  
Phone: 269-323-5181  
Email: kdentler@portageps.org

City of St. Paul - MN  
Contact: Bonnie Lundgren  
Phone: 651-266-8929  
Email: bonnie.lundgren@ci.stpaul.mn.us

Olmsted County - MN  
Contact: Nicole Jensson  
Phone: 507-287-2228  
Email: jensson.nicole@co.olmsted.mn.us  
St. Louis County - MN  
Contact: Donna Viskoe  
Phone: 218-726-2666  
Email: viskoed@co.st-louis.mn.us

City of Springfield -MO  
Contact: Jim Tillman  
Phone 417-864-1620  
Email: jtillman@springfieldmo.gov

STATE OF MONTANA  
Contact: Tim Webster  
Phone 406-495-6017  
Email: twebster@mt.gov

Cascade County - MT  
Contact: Denise Mckechnie  
Phone 406-454-6805  
Email: dmckechnie@co.cascade.mt.us

City of Las Vegas - NV  
Contact: Niki Gomoluh  
Phone 702-229-6020  
Email: ngomoluh@LasVegasNevada.GOV

City of Albuquerque - NM  
Contact: Dave Harper  
Phone (505) 857-8676  
Email: dharper@cabq.gov

City of Farmington - NM  
Contact: Bob Schrag  
Phone: 505-599-8400  
Email: auction@fmtn.org

City of Niagara Falls - NY  
Contact: Sherry Shepherd  
Phone 716-286-4372  
Email: sherry.shepherd-  
corulli@niagarafallsny.gov

City of Asheville - NC  
Contact: Jim Wright  
Phone 828-259-5949  
Email: jwright@ashevillenc.gov

Lorain City Schools - OH  
Contact: Don Jacopin  
Phone 440-233-2238  
Email: djacopin@lorain.k12.oh.us

Central Tech - OK  
Contact: Susan Young  
Phone 918-352-2551  
Email: susany@ctechok.org

Oklahoma City Community College - OK  
Contact: Steve Duncan  
Phone: 405-682-1611  
Email: sduncan@okccc.edu



PJS References Confidential Information

Autry Technology Center - OK  
Contact: Marcie Mack  
Phone: 580-242-2750  
Email: mmack@autrytech.com

Francis Tuttle Technology Center - OK  
Contact: Carol Fadaiepour  
Phone: 405-717-4385  
Email: cfadaiepour@francistuttle.com

Great Plains Technology Center - OK  
Contact: Fred Emmert  
Phone: 580-250-5690  
Email: femmert@gptechn.org

Oregon State University - OR  
Contact: Wendy Major  
Phone 541-737-2078  
Email: wendy.major@oregonstate.edu

City of Eugene - OR  
Contact: Jamie Frost  
Phone: 541-682-5055  
Email: jamie.p.frost@ci.eugene.or.us

City of Allentown = PA  
Contact: Mary Ellen Koval  
Phone 610-437-7624  
Email: koval@allentowncity.org

County of Lehigh - PA  
Contact: Patricia Kline  
Phone: 610-782-3436  
Email: patkline@lehighcounty.org

Rhode Island Airport Corporation - RI  
Contact: Laurie Sirois  
Phone 401-691-2259  
Email: lsirois@pvdairport.com

City of Brookings - SD  
Contact: Bonnie Foster  
Phone 605-697-8630  
Email: bfoster@cityofbrookings.org

Memphis Area Transit Authority (MATA) - TN  
Contact: Shelia Maclin  
Phone 901-722-7102  
Email: smaclin@matatransit.com

Oak Ridge National Laboratory - TN  
Contact: Marcia Whitson  
Phone 865-241-5120  
Email: whitsonmd@ornl.gov

City of Sugar Land - TX  
Contact: Todd Reed  
Phone 281-275-2734  
Email: treed@sugarlandtx.gov

City of Houston - TX  
Contact: Scott Erdo  
Phone: 713-847-5186  
Email: scott.erdo@houstontx.gov

Metro Transit Authority, Harris County - TX  
Contact: Rhonda Franklin  
Phone: 713-615-6176  
Email: rf15@ridemetro.org

City of Draper - UT  
Contact: Steve Elms  
Phone: 801-576-6514  
Email: steve.elms@draper.ut.us

Sandy City - UT  
Contact: Chris Partridge  
Phone: 801-568-7125  
Email: cpartridge@sandy.utah.gov

Jordan School District - UT  
Contact: Richard E Field  
Phone: 801-567-8710  
Email: richard.field@m.jordan.k12.ut.us

Salt Lake City School District - UT  
Contact: Gary Briggs  
Phone: 801-578-8261  
Email: gary.briggs@sic.k12.ut.us

Brigham Young University - UT  
Contact: Doug Buhler  
Phone: 801-422-7007  
Email: doug\_buhler@byu.edu

Alpine School District - UT  
Contact: Susan Jones  
Phone: 801-717-4745  
Email: spjones@alpine.k12.ut.us

Utah Valley University - UT  
Contact: Greg Gamill  
Phone (801) 863-7284  
Email: gammilgr@uvu.edu

Utah Transit Authority (U.T.A.) - UT  
Contact: Dennis Bitner  
Phone (801) 287-2392  
Email: dbitner@rideuta.com

P|S References Confidential Information

Hampton Roads Sanitation District - VA

Contact: Jaimee Brown  
Phone 757-460-7095  
Email: jbrown@hrsd.com

Fairfax County - VA

Contact: Chris McGough  
Phone 703-324-3288  
Email:  
christopher.mcgough@fairfaxcounty.gov

City of Newport News - VA

Contacts: Nelson Smith or Matt Johnson  
Phone: 757-926-8042  
Email: surplusagent@nngov.com

Southeast Public Service Authority - VA

Contact: Norman Strickland  
Phone: 757-398-3038  
Email: nstrickland@spsa.com

City of Harrisonburg - VA

Contact: Pat Hilliard  
Phone: 540-432-7756  
Email: path@ci.harrisonburg.va.us

York County and York County Schools - VA

Contact: Tom Sawyer  
Phone: 757-890-3680  
Email: tssawyer@yorkcounty.gov

Virginia Beach City Public Schools - VA

Contact: Denise Moore  
Phone: 757-473-5196  
Email: damoore@vbcps.k12.va.us

City of Roanoke - VA

Contact: Demond Hammond  
Phone: 540-853-5461  
Email: demond\_hammond@ci.roanoke.va.us

City of Yakima - WA

Contact: Maria Mayhue  
Phone: 509-575-6094  
Email: mmayhue@ci.yakima.wa.us

Bellingham Public Schools - WA

Contact: Carol Rier  
Phone: 360-676-6543  
Email: crier@bham.wednet.edu

City of Bellevue - WA

Contact: Angela Carlson  
Phone 425-452-4328  
Email: acarlson@bellevuewa.gov

Western Washington University - WA

Contact: Gordon Turman  
Phone 360-650-3566  
Email: Equipment.Inventory@wwu.edu

STATE OF WASHINGTON

Contact: Gail Baker  
Phone 360-753-3508  
Email: gbaker@ga.wa.gov

Pendleton County School District - WV

Contact: J.P. Mowery  
Phone 304-358-3303  
Email: jmowery@access.k12.wv.us

Winnebago County - WI

Contact: Laura Forbes  
Phone 920-236-4757  
Email: lforbes@co.winnebago.wi.us

City of Madison - WI

Contact: Bruce E. Nelson  
Phone: 608-246-4544  
Email: benelson@cityofmadison.com

City of Manitowoc - WI

Contact: Michael Huck  
Phone: 920-686-6518  
Email: mhuck@manitowoc.org

City of Wausau - WI

Contact: Don Skare  
Phone: 715-261-6960  
Email: suptdpw@mail.ci.wausau.wi.us

Wyoming Department of Transportation - WY

Contact: Charles Madden  
Phone (307) 777-4406  
Email: Charles.Madden@dot.state.wy.us

Government agencies across the nation are successfully selling their surplus items online through the use of the

Public Surplus online surplus sales system and service.

**AGENDA MEMO**  
**Police Committee**  
**September 1, 2011**

**ISSUE STATEMENT**

The Police Committee is requested to review and recommend City Council approval the Our Lady of Peace Catholic School 5K run scheduled for October 16, 2011 at 8:00 a.m.

**BACKGROUND/HISTORY**

Our Lady of Peace Catholic School will be hosting a 5K event on Sunday, October 16, 2011 beginning at 8:00 a.m. (see attached letter). This event features a 5K race and a children's one mile walk. The 5K event will begin at 8:00 a.m. and the children's race at 9:00 a.m. with the anticipated completion time no later than 9:30 a.m. It is anticipated that the entire area will be cleaned up by 10:30 a.m. This event mimics the same route as the Hinsdale South Athletic Club Annual Hornet Run. The police department will not absorb any additional costs for this event. Temporary no parking signs will be placed on 71<sup>st</sup> Street between Clarendon Hills Road and Bentley and that road will be closed during the race. This is the only impact the race has on the City.

**STAFF/COMMITTEE RECOMMENDATION**

Based upon the above information, staff recommends approval by the Committee.

**ALTERNATE CONSIDERATION**

As directed by the Committee.

**DECISION MODE**

If approved by the Committee, this item will be placed on the September 19, 2011 City Council Agenda for formal Council approval.

RECEIVED

JUL 15 2011

JBC

July 7, 2011

Maria Gonzales  
Darien City Clerk  
1702 Plainfield Road  
Darien, IL 60561

Dear Ms. Gonzales,

Thank you for speaking with me regarding a 5k event for Our Lady of Peace Catholic School in Darien.

We are interested in hosting a 5k event on or around October 16, 2011 at 8 am. We would like to use the course already mapped by the Chamber of Commerce's Darien Dash and Hinsdale South High School's Hornet Hustle, and would begin and end the race at the Darien Community Park.

The event would feature a 5k race and a children's 1 mile race. The 5k would start at 8 am, and the children's race at 9am. I would anticipate we would have the streets cleared of participants no later than 9:20am, with refreshments and awards done in the Darien Community Park area post-race. I believe we could have the whole area cleaned up and cleared by 10:30am.

If available, I would like to offer participants the Darien Community Park parking lots and the Indian Prairie Library parking lots for use on race day, with the understanding that the library lots would be cleared well in advance of their Sunday opening at 1pm.

This event would be opened to the community and surrounding areas for the sole purpose of raising funds for Our Lady of Peace Catholic School in Darien.

Please do not hesitate to contact me with any questions or concerns you might have regarding the event. Please forward me any documentation needed to complete the permit or registration process.

I appreciate your time.

Thank you,

Angelique Arflack



630-794-0923

# 2011 Police Staff Report

Item #6a

Shift	Jan. 17-Feb. 13	Feb. 14-March 13	March 14-April 10	April 11-May 8	May 9-June 5	June 6-July 3	July 4-31
# of Shifts working with (4) officers	11	25	13	11	16	19	8
Reason							
Sick Call-ins	11	11	4	8	4	5	5
Comp time taken (shifts)	1	0	1	2	5	1.5	2
Medical leave (non-duty)	0	7	0	0	0	0	0
Injured on duty days	0	7	7	0	8	19	0
Prisoner Detail	0	0	1	0	0	0	0
Personnal days	0	0	0	2	0	0	0
Military Leave	0	0	0	0	0	1	1
<b>Shifts affected</b>							
Midnights	4	16	10	1	2	1	4
Days	4	9	2	3	10	14	1
Afternoons	3	0	1	7	4	4	3
Overtime hours saved	80	192	96	53	88	152	32
Overtime savings	\$4,000	\$9,600	\$4,800	\$2,650	\$4,400	\$7,600	\$1,600
Overtime hours created (call/holdover)	10	52	8	0	3.5	4	0
Above Cost	\$500	\$2,600	\$400	\$175	\$200	\$200	0
Overtime hours for weekend coverage							
Above Cost							
<b>Net Savings</b>	<b>\$3,500</b>	<b>\$7,000</b>	<b>\$4,400</b>	<b>\$2,650</b>	<b>\$4,225</b>	<b>\$5,200</b>	<b>-\$800</b>
<b>TOTAL NET SAVINGS TO DATE</b>							
# of Shifts working with (5) officers	44	33	63	69	66	65	74
# of Shifts working with > (5) officers	29/84	26/84	8/84	4/84	2/84	0/84	2/84**
# of stacked calls	1	2	6	0	2	0	9
Scheduled Overtime Hours/Shifts	64/8	16/2	96/12	24/3	160/20	328/41	328/41
Cost of Scheduled Overtime Shifts	\$3,200	\$800	\$4,800	\$1,200	\$8,000	\$16,400	\$16,400
<b>TOTAL COST OF OVERTIME SHIFTS TO DATE</b>							
<b>*\$50/hour used as overtime rate/**</b>							
<b>** Due to July 4th Holiday</b>							
<b>STAFFING REPORT TO DATE</b>							
(35) Sworn Officers available							
(3) Officers on worker's comp injuries							
(1) Officer on FMLA							

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**CITY OF DARIEN  
JOB DESCRIPTION**

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**JOB TITLE: COMMUNITY SERVICE OFFICER**

**DEPARTMENT: POLICE**

**REPORTS TO: DEPUTY CHIEF – ADMINISTRATIVE SERVICES**

**FLSA STATUS: NON-EXEMPT**

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**JOB SUMMARY**

Enforces the ordinances of the City, including parking, animal complaints and other City codes, along with providing general assistance to citizens and the community. The Community Service Officer (CSO) also fulfills the many and varied requests from administration, detectives and office personnel for business-related errands outside of the police facility. Although officially reporting to the Deputy Chief of Administrative Services, the CSO is commonly given assignments by detectives, other supervisors, and office staff.

**MAJOR RESPONSIBILITIES**

- Is the primary position for animal complaints, and is the liaison to the DuPage County Animal Control and the anti-cruelty/humane societies.
- Works outdoors to assist the general public with requests for service that do not require the expertise of a sworn officer.
- Assists other police employees with routine tasks outside of the police facility.
- Handles code investigations as requested by other City departments
- Writes reports, issues tickets/complaints and appears in court for any violations as necessary.
- Participates in community activities such as bicycle registration, Safety Village activities, and police facility tours.

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- Handles animal complaints including apprehending, impounding, and releasing of both wild and domestic animals.
- Works outdoors on assignments including parking complaints, vehicle lockouts, assisting crossing guards general traffic control, etc.
- Assists with investigations by transporting evidence to crime laboratories, paperwork to and from the Circuit Clerk, State's Attorney's Office, and other government offices, and with routine errands by making bank deposits, picking up supplies and other general assignments.
- Provides assistance to patrol officers by searching, guarding, observing and physically handling female arrestees when needed.
- Assists office staff by helping with lunch breaks and other tasks when needed.
- Assists our general maintenance program by driving vehicles to and from repair facilities.
- Performs other duties as assigned or requested.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

- Knowledge of the geography of the community and the location of important areas within the City.
- Knowledge of basic procedures and work methods required to perform the full range of assigned duties; including departmental operating procedures, policies, and techniques for dealing with the public in a tactful, but firm manner
- Knowledge of and ability to interpret pertinent laws, ordinances, rules and regulations pertaining to assigned areas of responsibility.
- Ability to read and write in order to issue citations and prepare reports at a level normally acquired through completion of high school. Ability to observe situations, then analytically and objectively report them clearly and completely.

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- Ability to communicate and maintain an effective working relationship with both the public and fellow employees.
- Ability to safely handle a wide variety of animals as required by the position
- Ability to work independently according to priorities and time frames.

**EQUIPMENT USED**

Automobile, animal capture equipment, lockout tools, computer, police radio, and general office equipment

**REQUIRED EDUCATION AND EXPERIENCE**

**Education:**

- High School level education

**Experience:**

- Two to three months of experience in police report preparation, parking and ordinance enforcement and general police work

**Licenses:**

- Valid Illinois Driver's License
- LEADS less Than Full Access Certification

**Mental and Physical Ability:**

Duties involve a substantial amount of driving. Sitting may be relieved by brief or occasional periods of standing or walking.

Ability to work outside in all types of weather conditions and extremes up to 80% of the time.

Ability to physically carry objects from the roadway and stand for directing traffic

Good vision is required, either uncorrected or corrected through the use of lenses.

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Good hearing is required, either uncorrected or corrected through the use of a hearing aid.

Some of these physical requirements may be accommodated for an individual with disabilities requiring and requesting such accommodation.

**Working Conditions:**

Work may require some discomfort associated with changes in weather.

*This classification specification should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.*

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