



# DARIEN POLICE



GREG THOMAS Chief of Police  
JASON NORTON Deputy Chief – Support Services  
AUSTIN JUMP Deputy Chief – Operations

1710 Plainfield Road  
Darien, Illinois 60561-5044  
Administration 630.971.3999  
FAX 630.971.4326  
[www.darien.il.us](http://www.darien.il.us)

**POLICE COMMITTEE**  
**May 18, 2026**  
**Regular Meeting**  
**Revised Agenda**  
**6:00 P.M.**  
**Police Department Training**  
**Room 1710 Plainfield Road**

1. Call to Order
2. Public Comment and Communications
3. Approval of minutes from the April 20, 2026 meeting
4. Consideration of a motion for the payment of 2026/2027 annual membership dues to the DuPage Metropolitan Emergency Response Investigation Team of DuPage County (MERIT).
5. Consideration of a motion for the payment of the tuition fee for Deputy Chief Jason Norton to attend the Senior Management Institute for Police (SMIP) Session 99.
6. A motion accepting the expenditure of Cannabis Funds to upfit a Dodge Durango using Emergency Vehicle Tech “EVT” in an amount not to exceed \$23,000.
7. A motion to adopt the Intergovernmental Agreement (IGA-Exhibit A) between the Darien Park District and the City of Darien Police Department regarding the use of South Grove Park Pond for the Youth Fishing Tournament 2026.
8. A motion to amend Chapter 8 “MASSAGE BUSINESSES AND SERVICES” of Title 3 “BUSINESS REGULATIONS” of the City of Darien City Code to remove the local massage therapist licensing requirements and defer individual massage therapist licensure to the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and to adopt a revised Massage Business License Application form consistent with the amended ordinance.
9. An ordinance authorizing the sale or disposal of surplus property.
10. Darien Police Monthly Report

11. Next Meeting Date – June 15, 2026

12. Adjournment



# DARIEN POLICE



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**POLICE COMMITTEE**  
**April 20, 2026**  
**Meeting Minutes**  
**Police Department Training Room**  
**1710 Plainfield Road**

**1. Call to Order**

The meeting was called to order at 6:00 p.m. in attendance were Chairman Joseph Kenny and Alderman Ralph Stompanato and Chief Greg Thomas

**2. Public Comment and Communications**

Mr. Henry Fiorentini, a resident of Darien, was at the meeting and read a statement about the use of Flock license plate reader cameras by the City of Darien Police Department. He feels the use of these cameras is a violation of citizens' 4<sup>th</sup> amendment rights and an over reach by government. Chairman Kenny advised Mr. Fiorentini that he is welcome to attend the Darien city council meeting and read his statement there too. Mr. Fiorentini thanked the committee and then left the meeting.

**3. Approval of the minutes from the February 17, 2026 meeting**

Alderman Stompanato motioned to approve the minutes seconded by Chairman Kenny. The minutes were approved.

**4. Consideration of a motion to enter into an agreement with Lamp Law LLC for municipal prosecutorial services.**

Chief advised that the local prosecutor Christine Charkewycz is retiring in June so the City will need to replace her. Deputy Chief Austin Jump found Lamp Law LLC and recommends that the City hire her. She was not the lowest bid but staff believes she is the most qualified candidate. She is currently the city prosecutor for multiple local municipalities.

Alderman Stompanato motioned to approve seconded by Chairman Kenny. The motion was approved.

**5. Consideration of a motion to approve a proposal from Emergency Vehicle Tech "EVT" in an amount not to exceed \$23,000 to upfit a 2026 Dodge Durango using Cannabis Funds.**

Chief Thomas advised the committee this vehicle will be outfitted as a second drone vehicle. The current drone vehicle is running 24/7 which is not appropriate. The second

drone vehicle will help ease the wear and tear on the current drone vehicle. There are currently 5 officers that are licensed drone operators.

Alderman Stompanato motioned to approve seconded by Chairman Kenny. The motion was approved.

**6. Consideration of a resolution to confirm a letter of intent for the City of Darien to remain in the DuPage County Police Records Management System (PRMS) consortium.**

Chief Thomas informed the committee that the PRMS system is a significant system that runs most of the police operations. Computer Aided Dispatch (CAD) Mobile Police System (MPS), Field Based Reporting (FBR), NCIC and Records Management System (RMS). The Consortium is not happy with Hexagon's FBR and RMS systems so they went out for a Response for Proposal (RFP) to replace those two modules. There are 25 agencies that are part of the Consortium. The cost would be significantly expensive if Darien bears the cost of the new systems alone. Chief is asking that we remain with the Consortium. Alderman Stompanato asked if these systems integrate with the Flock system. Chief Thomas replied it does not. Chairman Kenny asked a question about Artificial Intelligence (AI). Chief Thomas advised he has attended many conferences where AI use with report writing is discussed. There is technology that takes body worn camera videos and turns the recorded conversations into a police report. The officer then becomes an editor rather than a content creator. The speed of creating reports is incredibly fast.

Alderman Stompanato motioned to approve seconded by Chairman Kenny. The resolution was approved.

**7. Darien Police Monthly Report**

Chief Thomas briefed the committee on the monthly report.

**8. Next Meeting Date – May 18, 2026**

**9. Adjournment**

The meeting was adjourned at 6:31 p.m.

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

Alderman: \_\_\_\_\_  
Eric Gustafson

Chairman: \_\_\_\_\_  
Joseph Kenny

Alderman: \_\_\_\_\_  
Ralph Stompanato

**AGENDA MEMO**  
**Police Committee**  
**May 18, 2026**

**ISSUE STATEMENT**

A motion for the payment of 2026/2027 annual membership dues with the DuPage Metropolitan Emergency Response Investigation Team of DuPage County (MERIT) in the amount of \$9,000 using budgeted funds.

**BACKGROUND/HISTORY**

Staff is requesting to pay the annual membership with MERIT with FYE27 budgeted funds from line item 01-40-4337 MERIT. In order to have an effective law enforcement mutual aid system, it is reasonable and desirable to have a third-party entity that can support, centralize, coordinate and organize the provision of law enforcement mutual aid by and among signatory public agencies to the Intergovernmental Police Service Assistance (IPSA) Agreement. In 2019, the City of Darien Police Department executed an IPSA agreement with MERIT.

This IPSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency. Each public agency who are members of MERIT intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of the IPSA. The specific intent of the IPSA being to safeguard the lives, persons and property of citizens of the County of DuPage and the State of Illinois during an emergency, law enforcement need, or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

**STAFF/COMMITTEE RECOMMENDATION**

Based upon the above information, staff recommends that the City approve the annual dues payment for M.E.R.I.T. in the amount of \$9,000.

**ALTERNATE CONSIDERATION**

The alternate consideration would be to not participate in the M.E.R.I.T. task force.

**DECISION MODE**

This item will be placed on the May 18, 2026, City Council Agenda for formal Council approval.



**M.E.R.I.T.**  
**Metropolitan Emergency Response and Investigations Team**

*C/O DuPage County Sheriff's Office  
501 N. County Farm Road, Wheaton Illinois 60187*

# INVOICE 2025/2026 DUES

**Chairman**  
Chief Mike Rivas  
Villa Park PD

**Vice Chairman**  
Chief Mike McLean  
Elmhurst PD

**Immediate Past Chair  
Chairman**  
Chief John Madden  
Burr Ridge PD

**Secretary**  
Chief Tom Stefanson  
Woodridge PD

**Treasurer**  
Chief Tim Roberts  
Wayne PD

**DuPage Sheriff**  
Sheriff James Mendrick

**DuPage County State's Atty.  
(Non-Voting Member)**  
State's Attorney Robert Berlin

**DuPage Chiefs Liaison**  
Chief Roy Selvik  
Addison PD

**MERIT Coordinator**  
Deputy Chief Dan Bilodeau  
DuPage County Sheriff's  
Office

**Deputy Coordinator  
Investigative Operations**  
Deputy Chief Mike Pentecost  
Glendale Heights PD

**Deputy Coordinator  
Special Operations**  
Chief Joe Grage  
Lombard PD

**Deputy Coordinator  
Tactical Operations**  
Chief Colin Fleury  
West Chicago PD

Chief Greg Thomas  
Darien Police Department  
1710 Plainfield Road  
Darien, Illinois 60561

April 1, 2025

Chief Thomas,

Thank you for being a member of the Metropolitan Emergency Response and Investigation Team of DuPage County (MERIT). The 2025/2026 MERIT annual membership dues will remain the same, at \$6,500.00 per year. **Dues must be received by May 31, 2025.**

Please submit payment to Metropolitan Emergency Response and Investigation Team of DuPage County, C/O DuPage County Sheriff's Office, 501 N. County Farm Road, Wheaton IL 60187.

**The 2025/2026 dues for M.E.R.I.T is \$6,500.00**

I have attached a copy of the MERIT W9 in the event you need a copy.

Checks must be addressed to either:  
Metropolitan Emergency Response and Investigation Team of DuPage County or DuPage MERIT.

Any questions should be directed to Police Chief Tim Roberts at (630) 584-3031, or [T.Roberts@villageofwayne.org](mailto:T.Roberts@villageofwayne.org).

Respectfully,

*Timothy J. Roberts*

Tim Roberts  
Treasurer  
MERIT of DuPage



**AGENDA MEMO**  
**Police Committee**  
**May 18, 2026**

**ISSUE STATEMENT**

A motion to approve the tuition fee for Deputy Chief Jason Norton to attend the Senior Management Institute for Police (SMIP) Session 99 hosted by the Police Executive Research Forum (PERF) in an amount not to exceed \$12,000 using training and education budgeted funds.

**BACKGROUND/HISTORY**

SMIP is a premier executive-level training program designed to equip senior law enforcement leaders with the tools and strategies necessary to meet the evolving demands of modern policing. Held annually in Boston, Massachusetts, SMIP brings together police executives from across the country for an intensive, three-week academic experience. Instruction is provided by faculty from institutions such as the Harvard Kennedy School, as well as experts in policing, public administration, and organizational leadership.

The dates for Session 99 are Monday, June 1 – Friday, June 19, 2026.

<b>Account Number</b>	<b>Account Description</b>	<b>Balance 05/01/2026</b>	<b>Proposed Expenditure</b>
40-4263	Training and Education	\$90,335	\$12,000

The cash balance of the Training and Education budget is \$90,335 as of May 1, 2026.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the tuition fee for Deputy Chief Norton to attend SMIP Session 99 in an amount not to exceed \$12,000.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the May 18, 2026, agenda for formal Council consideration and approval.



## Police Executive Research Forum

**Remittance Address:**

PO Box 418044  
Boston, MA 02241  
(202) 466-7820 fax (202) 466-7826

May 4, 2026  
Invoice No: 215124195

# INVOICE

### SMIP Attendee:

Name	Jason Norton
Organization	Darien Police Department
Address	1710 Plainfield Rd
	Darien, Illinois 60561
SMIP Session	Session 99: June 1 - June 19

Please pay the **BALANCE DUE** by check within 45 days. The check should be payable to *Police Executive Research Forum*, with the name of the participant and agency in the memo section, and sent to:

PERF c/o SMIP  
PO Box 418044  
Boston, MA 02241-8044

Description	Amount
Session 99: June 1 - June 19	\$11,750.00
Parking	\$250.00
Jason Norton	
Darien Police Department	
<b>*Please make checks payable in U.S. funds*</b>	

Subtotal	<b>\$12,000.00</b>
Amount Paid to Date	<b>\$800.00</b>
Balance Due	<b>\$11,200.00</b>

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Police Executive Research Forum</b>		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Non-Stock Non-Profit Corporation</b>	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>P.O. Box 418044</b>	Requester's name and address (optional)	
	City, state, and ZIP code <b>Boston, MA 02241-8044</b>	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
5 2 - 1 1 0 1 4 2 2	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>July 1, 2014</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partner's share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# POLICE EXECUTIVE RESEARCH FORUM

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Password

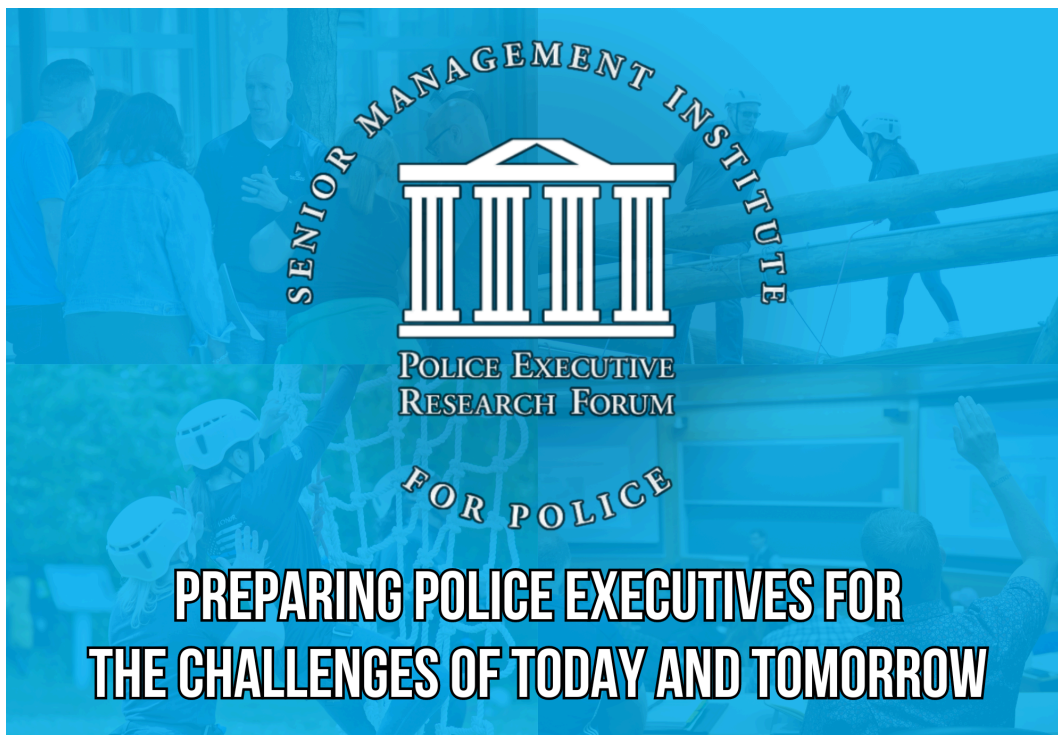
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## Upcoming Events

**May 7:** [Convening on Malicious Drone Threats and C-UAS Developments in Washington, DC](#)

**May 7-8:** [ICAT Train-the-Trainer in Decatur, Illinois](#)

**August 4-5:** [ICAT Train-the-Trainer in Decatur, Illinois](#)

**September 9-10:** [ICAT Train-the-Trainer in Tyler, Texas](#) (limited to attendees from LA, MS, OK, and TX)

PERF will host four Senior Management Institute for Police (SMIP) sessions in June and July of 2026 at Boston University. Registration for the 2026 SMIP program is closed. Please register for the 2026 Waitlist if you did not register for a session.

Dates for the 2026 program are:

Session 98: May 31 - June 18 (FULL)

Session 99: June 1 – June 19 (FULL)

Session 100: July 5 – July 23 (FULL)

Session 101: July 6 – July 24 (FULL)

[SMIP 2026 WAITLIST](#)

PERF will maintain SMIP tuition at \$11,750 for the 2026 sessions.

If you applied for the 2025 waitlist, please plan to reapply for the 2026 sessions. We do not automatically roll over waitlist applications to 2026 sessions.

If you have any questions, please review the [SMIP FAQ page](#).



# ABOUT SMIP

SMIP is a program of the Police Executive Research Forum that provides senior police executives with intensive training in the latest management concepts and practices used in business and government.

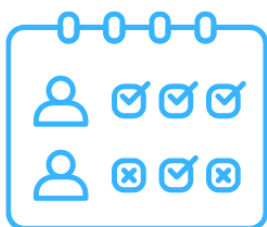
A demanding three-week course, SMIP brings together faculty from top universities, successful law enforcement chief executives, and subject matter experts from the private sector. It is designed for **upper-level police executives who ultimately will lead police agencies**. SMIP's curriculum addresses the issues that demand the attention of today's forward-thinking law enforcement leaders. Classes normally are held at the Boston University School of Law, where participants learn and reside in the university's classrooms and residence hall.

SMIP brings together leading thinkers in corporate and public management to provide intensive training in the latest management theories and practices, innovative solutions to organizational problems, and discussion of important issues in managing public service organizations effectively. SMIP focuses on leadership and executive development. **The curriculum is much more conceptual than technical and requires participants to think in broad terms about their agencies' environment and operations. Readings and class discussions stimulate critical thinking and problem-solving.**



Participants emerge with a clear understanding of advanced management theory, policy development, planning processes, and organizational behavior. Among the topics covered are diversity, political management, organizational change, managerial problem-solving, leadership communications, career planning, negotiation, the budgeting process, and media relations. They also develop an enhanced awareness of the management methods and resources necessary for fulfilling current or future responsibilities. Participants are encouraged to apply the concepts and issues presented within their own organizations.

Upon registering to SMIP, attendees are offered free PERF memberships for the remainder of the calendar year and registration fee waivers for PERF's next Annual Meeting. The extensive resources of PERF and SMIP are available to participants after the course. This commitment has helped make SMIP a national center for the education and training of the future leaders of policing.



## ATTENDANCE QUALIFICATIONS

Enrollment is limited. To qualify for SMIP, you must be a senior manager in your agency (lieutenant or above, or professional civilian staff equivalent) with significant responsibility for major agency activities. Agencies should consider sending only their best – the most promising and professional members – who will be committed to fully participating in the program. Those selected to attend should be the agency's future leaders. Attendees should be problem-solvers, work on vital agency projects, and have a strong work ethic. **A four-year college degree – or the accumulation of 120 credit hours – from an accredited college or university is required.**

There are no physical fitness requirements to attend SMIP; however, **SMIP entails a lot of walking to and from classes, the dorm, and dining halls. SMIP also features a day at [Outward Bound Professional on Cathleen Stone Island](#). This is conducted outside of the classroom and requires attendees to be active and on their feet for most of the day.**



SMIP is a very demanding, reading-intensive program that requires considerable commitment and hard work in class and after class through independent and group study assignments. Participants will be called upon in class to offer their perspectives on the issues presented in the assigned cases and readings. A lack of preparedness will result not only in the diminished success of the individual, but it can also impact the progress of the entire class. Keeping up with assignments and teamwork is essential. Because of the program's intensity and daily group study, **all participants are required to reside on campus for the program's duration**, except weekends.



SMIP applications for the 2026 program will be accepted on the PERF website on October 1. SMIP tuition will remain at **\$11,750**. Tuition covers instruction, materials, planned events, lodging, and most meals throughout the program. A \$550 credit card deposit is required to submit an online application. Applicants must also upload proof they meet SMIP's education requirement. In the event an applicant is not accepted, the deposit will be promptly credited back to the card upon which the charge was made. Otherwise, deposits are non-refundable. If accepted, the balance of tuition is due and must be paid by check within 45 days of acceptance notification.

#### **Cancellations**

If an accepted applicant needs to cancel their registration, they must let PERF know in writing as soon as possible. SMIP seats are transferable, and it is preferable that the agency find a replacement rather than forfeit the seat. If an applicant needs to cancel and no qualified replacement can be found:

- Prior to 90 days of the start of the applicant's session, PERF will issue a full tuition refund.
- Between 30–90 days of the start of the applicant's session, PERF will issue a tuition refund, minus the \$550 deposit.

- 30 days or less from the start of the applicant's session, PERF will not be able to issue a tuition refund.\*

*\*PERF will consider each late cancellation on a case-by-case basis, especially in the event of an agency, health, or family emergency.*



### Scholarships

There will be SMIP scholarships again for the 2026 program. Scholarship awards are limited and will be based on needs and potential to agencies and individuals who qualify. Each scholarship will cover tuition (\$11,750) and flights to/from Boston.

Please read the criteria below to see if you or your agency qualify for a scholarship.

- The applicant's agency must not have sent a member to SMIP within the last 5 years (since the 2021 program).
- The applicant must meet the basic requirements to attend SMIP (achieved the rank of lieutenant or above (or a civilian equivalent) and have a bachelor's degree (or the equivalent of 120 credit hours)).
- The applicant must provide a one-page letter of recommendation from the head of their agency. If the applicant is a chief, then they must have a letter of recommendation from their city manager.
- The applicant must provide a brief professional bio, including professional goals, such as the desire to become a chief or a member of a command staff.
- The applicant must submit a brief memo describing a current professional challenge that they or their agency are facing and how SMIP would assist them in overcoming that challenge.
- The applicant must become a PERF member if they are not one already.
- After an initial review of applications, PERF will conduct phone interviews with scholarship finalists.

Please send all application materials to Matt Harman at [mharman@policeforum.org](mailto:mharman@policeforum.org) by Friday, November 7, 2025.



## FOR MORE INFORMATION

Questions should be directed to **Deputy Director of Executive Development Matt Harman** at 202-454-8302 (direct) or [mharman@policeforum.org](mailto:mharman@policeforum.org), or **Deputy Director Dan Alioto** at 202-454-8337 (direct) or [dalioto@policeforum.org](mailto:dalioto@policeforum.org).

# GET CREDIT TOWARD A MASTER'S DEGREE

SMIP GRADUATES CAN NOW  
TRANSFER CREDIT TOWARD AN M.S.  
IN LAW ENFORCEMENT AND PUBLIC  
SAFETY LEADERSHIP FROM THE  
UNIVERSITY OF SAN DIEGO



*The Senior Management Institute for Police (SMIP) and the Police Executive Research Forum (PERF) are not affiliated with Boston University. Although SMIP is scheduled to occur on the campus of Boston University, the use of University facilities and/or property does not constitute or imply the endorsement or support of SMIP or PERF by Boston University.*

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1120 Connecticut Ave. NW Suite 900 Washington, DC 20036  
(202) 466-7820

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**AGENDA MEMO**  
**Police Committee**  
**May 18, 2026**

**ISSUE STATEMENT**

A motion accepting the expenditure of Cannabis Funds to upfit a Dodge Durango using Emergency Vehicle Tech “EVT” in an amount not to exceed \$23,000.

**BACKGROUND/HISTORY**

Darien Police Department was authorized to purchase a 2026 Dodge Durango squad car to replace one that was totaled in a crash in late 2025. Staff determined that the best use of this vehicle is to replace the aging 2020 Chevy Tahoe used as the K9 car. The Tahoe’s engine was recommended for replacement, and the Criteria for Replacing City Vehicles and Equipment scored as a needed replacement.

The new vehicle will need to be upfitted before the unit can be added to the fleet. This vehicle will be assigned to our K9 unit and assigned to the officer and his partner.

Staff is requesting a sole source for this purchase. EVT won the bid previously for our current patrol car fleet, and in an effort to remain consistent with other vehicles, we’d like to continue with this vendor.

<b>Account Number</b>	<b>Account Description</b>	<b>Balance 04/30/2026</b>	<b>Proposed Expenditure</b>
26-40-4232	Cannabis Fund	\$139,369	\$23,000

The cash balance of the Cannabis fund is \$139,369 as of April 30, 2026.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the resolution to upfit a Dodge Durango K9 squad using Emergency Vehicle Tech “EVT” in an amount not to exceed \$23,000.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the June 1, 2026, agenda for formal City Council consideration and approval.



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/29/2026	5047

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		K9	Net 30	
Qty	Item	Description	Rate	Total
2	EMPS2QMS5RBW	*** Unmarked slick top K9 *** S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White	143.45	286.90
1	PMP2BK005	S/O Grille Mount Back Plate Kit, contains 2 bracket sets each capable of holding 1, 3" or 4" Quick Mount Light for installation on 2021-2025 Dodge Durango Police & Civilian SXT, SXT Plus, or Citadel Trim Levels, allows the lights to be attached to the front grille, no need to drill holes	57.95	57.95
2	EMPS1QMS4RBW	mpower® 3' Fascia Light w/ Quick Mount, 18' hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White	127.45	254.90
2	ETSS100J	^^^ Grill and corner lights ^^	189.95	379.90
1	ETSSVBK05	S/O 100W Composite siren speaker	76.50	76.50
2	ENT3B3RBW	S/O 100N/100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Dodge Durango Pursuit 2018-2020, Bumper Mount	194.75	389.50
2	PNT3BKUMB4	^^^ Siren Speakers ^^	25.65	51.30
1	ENFWB01EGC	S/O Intersector Surface Mount Light, 18 LED, Tricolor - Red/Blue/White	979.95	979.95
1	ENFWB00ZRV	Under Mirror Mount Bracket Kit (each) for installation on Dodge Durango 2016 - 2026 for use with Intersector Surface Mount & mpower® 4" and 3" Stud/Quick Mount Lights	745.65	745.65
1	20.1880	^^^ Mirror lights ^^	99.95	99.95
1	NT-2500	S/O nForce front interior light bar. RW-BW. 21-24 Dodge Durango	299.95	299.95
2	EMPS1SLS1B	S/O nForce rear interior light bar. Dodge Durango. RA-BA	79.80	159.60
2	EMPS1SLS1R	Strobe Tube with reflector assembly	79.80	159.60
2	PMP1WSDDB	Priority Green Nano Tube preemption power supply.	19.95	39.90
		^^^ Interior light bars with preemption emitter ^^		
		S/O 3" mPower fascia. Stud mount (wide) Blue		
		S/O 3" mPower fascia. Stud mount, (wide) Red		
		S/O Dual Window Shroud Kit for 3" Light w/ Stud Mount - Black		
		^^^ 1/4 windows ^^		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
--------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/29/2026	5047

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		K9	Net 30	
Qty	Item	Description	Rate	Total
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ^^^ Adjacent License Plate ^^^	143.45	286.90
1	ETTFK02	S/O 2010-2020 DODGE DURANGO, PLUG AND PLAY ALTERNATING TAILLIGHT FLASHER ^^^ Tail Flasher ^^^	226.95	226.95
1	12.0918	Able 2 Angled LED Flood Light - 9" / 18W ^^^ Cargo area lighting ^^^	69.95	69.95
1	ENGCP18004	S/O Rotary Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)	203.30	203.30
1	ENGSA5201	S/O bluePRINT® 500 Series Remote Amplifier with Link, 200 watt dual tone	712.50	712.50
1	ENGLNVH012	S/O 25' Vehicle Harness for bluePRINT® 500 with Link Compatible with - Dodge Durango 2024-26	195.00	195.00
1	ENGND04102	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK05	S/O bluePRINT remote node harness kit	42.95	42.95
1	ENGSYM01	S/O bluePRINT Sync® Module ^^^ Siren and Lighting Controls ^^^	239.95	239.95
1	C-VS-2300-DUR	Havis Vehicle-Specific 23" Console for 2021 Dodge Durango (Police Package)	514.50	514.50
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-102	Havis side mount armrest	79.95	79.95
1	C-MCB	Mic clip bracket	15.95	15.95
1	MMSU-1	Magnetic Mic Single Unit	39.95	39.95
1	C-HDM-214	Havis 8.5' Heavy Duty Telescoping Pole, Side Mount	169.95	169.95
1	C-HDM-303	Havis HD Fixed Computer Top Offset Platform, 6' Offset	79.95	79.95
1	C-MD-204	Havis Low-Profile Tilt Swivel Motion Device ^^^ Console, computer mounting and accessories. Customer to provide computer docking station ^^^	79.95	79.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/29/2026	5047

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		K9	Net 30	
Qty	Item	Description	Rate	Total
1	AA-K9-10-140-1	American Aluminum K9-PLATFORM-K9-2011-CURRENT-DODGE DURANGO-MATTE BLACK WITH NON-TOXIC RUBBER MAT AND 1" RED/WHITE LED LIGHT	3,850.00	3,850.00
1	SA-10457-1	K9-COOL GUARD FAN AND FAN GUARD ASSEMBLY MATTE BLACK	255.00	255.00
1	AK9-REF	Refresh / Transfer parts for Ace K9 Hot-N-Pop Pro	579.00	579.00
1	449301IM	^^^ K9 equipment. Re-use Ace K9 Hot-N-Pop Pro ^^		
1	449301IM	WeatherTech 16-C DURANGO/GRAND CHEROKEE FRONT FLOORLINER HP BLACK	124.95	124.95
1	82696IMB	WeatherTech 11-C DURANGO FRONT & REAR SIDE WINDOW DEFLECTORS MATTE BLACK	114.95	114.95
1	TK0841DUR11	Setina Cargo Storage System. Top-Sliding Drawer with Electronic Combo Lock. Base drawer with out lock.	2,195.00	2,195.00
1	TPA9289	Setina Cargo Radio Tray with no lock TRN	345.00	345.00
1	TF0237DUR11	Setina free standing kit for cargo box. 2011+ Durango	162.89	162.89
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	375.00	375.00
1	LABOR	Install above listed equipment plus customer supplied computer docking station, radar and Axon Fleet 3 video system	5,995.00	5,995.00
1	LABOR	Strip necessary equipment to transfer to new vehicle from existing K9 Tahoe	810.00	810.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$22,030.94
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/30/2026	5050

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		P60	Net 30	
Qty	Item	Description	Rate	Total
1	GRAPHIC-PKG	Darien PD Ghost graphics. Dodge Durango	800.00	800.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$800.00
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech

## CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	Police 8	DEPARTMENT		DATE	
MODEL YEAR	2020	MODEL			5-11-26
CURRENT MILEAGE	120,000	CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
<b>AGE</b>					
	Department	PD			
	Life Expectancy	8			
	Age as of Report Date	6			
	AGE: Meets Requirements		20		12
<b>USAGE</b>					
	MILES	120,000			
	HOURS				
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20		20
<b>TYPE OF SERVICE</b>					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements		15		15
<b>RELIABILITY</b>					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements		15		9
<b>MAINTENANCE AND REPAIR COSTS</b>					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE	39,198.00			
	LIFE TO DATE REPAIR COST	2,461.60			
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	10.28%			

UNIT NO	<i>Police 8</i>	DEPARTMENT		DATE	
MODEL YEAR		MODEL			
CURRENT MILEAGE		CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
<b>PERCENTAGES OF REPAIR POINTS</b>	<b>POINTS</b>				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements		10		<i>2</i>
<b>CONDITION:</b>					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements		15		<i>12</i>
<b>TECHNOLOGICAL ADVANCEMENTS</b>	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5		<i>5</i>
<b>TOTAL POINTS</b>			100		<i>75</i>

**AGENDA MEMO**

**City Council**

**May 18, 2026**

**ISSUE STATEMENT**

A motion to adopt the Intergovernmental Agreement (IGA-Exhibit A) between the Darien Park District and the City of Darien Police Department regarding the use of South Grove Park Pond for the Youth Fishing Tournament 2026.

**BACKGROUND/HISTORY**

The Darien Police Department would like to sponsor a Cops and Bobbers Fishing Tournament on June 6, 2026 from 10:00 a.m. to 1:00 p.m. to foster community relations with Darien youth and the police department. The Park District and the City believe the event will provide considerable recreational benefits for the public such as youth fishing and related recreational activities.

**STAFF/COMMITTEE RECOMMENDATION**

Police Staff recommends approving the plan.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the May 18, 2026 City Council agenda for formal consideration.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
SOOUTHGROVE PARK POND FOR THE YOUTH FISHING TOURNAMENT 2026 BY  
THE DARIEN POLICE DEPARTMENT**

**Approved by City Resolution No. \_\_\_\_\_**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 18th day of May, 2026, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY") each individually referred to as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as South Grove Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor Youth Fishing Tournament event, to take place at the PARK DISTRICT'S South Grove Park; (the "Event"); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize South Grove Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, youth fishing at the Event and related recreational activities as agreed to between staff of each Party; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

## **1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

## **2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

### **PARK DISTRICT:**

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on June 6 2026 from the hours of 10:00 a.m. to 1:00 p.m. (the “Event Dates”).

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities, Sponsors as approved by the Park District and City Volunteers. For purposes of this Agreement:

A. “Vendor” is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. “Not for Profit Entity” (“NFP”) is defined herein as an entity that is either organized with the State of Illinois as a Not-for-Profit business entity, a 501(c)(3) or similar tax-exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a “profit” as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not-for-Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. “City Volunteers” are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representatives" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT, including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at South Grove Park. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any-and-all supervision and security services associated with its use of the PARK in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. If necessary for the Event, the **CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.**

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than June 1, 2026.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the PARK for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the PARK.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the PARK.

2.12. CITY must provide copies of all necessary insurance certificates to the PARK DISTRICT as soon as possible, but no later than June 1, 2026. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place to the PARK DISTRICT for approval, no later than Thirty (30) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location of all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the PARK beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the PARK.

## 2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

#### A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

#### B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

#### D. General Insurance Provisions

##### a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

#### b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

#### Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self-insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on

any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

#### **4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

#### **5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### **6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

#### **7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

#### **8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

#### **9.0 SUCCESSORS AND ASSIGNS.**

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

#### **10.0 NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any

right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

#### **11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act, 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

#### **12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

#### **13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

#### **14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

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

Attest: \_\_\_\_\_  
City Clerk

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

DARIEN PARK DISTRICT

By: Ray Jablonka  
President

Attest: [Signature]  
Secretary

Date: 4/13/20

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED  
[TO BE PROVIDED]

Not for Profit Entity

Insurance Provided

Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED  
[TO BE PROVIDED]

## **AGENDA MEMO**

### **Police Committee**

**May 18, 2026**

#### **ISSUE STATEMENT**

A motion to amend Chapter 8 “MASSAGE BUSINESSES AND SERVICES” of Title 3 “BUSINESS REGULATIONS” of the City of Darien City Code to remove the local massage therapist licensing requirements and defer individual massage therapist licensure to the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and to adopt a revised Massage Business License Application form consistent with the amended ordinance.

#### **BACKGROUND/HISTORY**

Chapter 8 of Title 3 of the City of Darien City Code was originally adopted prior to the State of Illinois enacting the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.), which established a statewide licensing regime for massage therapists administered by the Illinois Department of Financial and Professional Regulation (IDFPR). Under the current state law, all massage therapists practicing in Illinois must obtain and maintain a valid state license, rendering the City’s separate local therapist licensing process duplicative and administratively burdensome for both applicants and staff. The City’s existing ordinance and application form require applicants to provide qualification and credential documentation that is now verified and governed at the state level. Staff recommend updating the ordinance to eliminate the local massage therapist license, defer individual therapist credentialing entirely to IDFPR, and streamline the Massage Business License Application to require only business information and copies of each therapist’s current state license. The massage business license requirement, operating restrictions, sanitation standards, and all other local regulatory provisions will remain in full effect.

#### **STAFF/COMMITTEE RECOMMENDATION**

The Staff recommends approval of the amendments to Chapter 8 “MASSAGE BUSINESSES AND SERVICES” of Title 3 “BUSINESS REGULATIONS” of the City of Darien City Code to remove the local massage therapist licensing provisions and defer individual therapist licensure to the State of Illinois, and approval of the revised Massage Business License Application form.

#### **ALTERNATE CONSIDERATION**

As recommended.

#### **DECISION MODE**

This item will be placed on the June 1, 2026 City Council agenda for formal consideration and approval.

# CITY OF DARIEN

## TITLE 3 – BUSINESS REGULATIONS

### CHAPTER 8

#### MESSAGE BUSINESSES AND SERVICES

*(As Amended)*

##### **SECTION:**

- 3-8-1: Definitions
- 3-8-2: Massage Business License Required
- 3-8-3: State Licensure of Massage Therapists
- 3-8-4: Exemptions
- 3-8-5: Application For Massage Business License
- 3-8-6: Issuance And Denial Of Licenses
- 3-8-7: License Term; Expiration; Renewal; Late Fee; Other Licenses; License Fees
- 3-8-8: Display Of License And State Credentials
- 3-8-9: Sanitation And Safety Requirements
- 3-8-10: Register And Regulation Of Employees
- 3-8-11: Conditions And Restrictions Of License
- 3-8-12: Sale, Transfer, Or Change Of Location
- 3-8-13: Prohibited Acts And Conditions
- 3-8-14: Suspension, Revocation Of License; Appeal
- 3-8-15: Penalty; Enforcement

##### **3-8-1: DEFINITIONS:**

As used in this chapter, the following words and phrases shall have the meanings ascribed to them by this section:

**CHAIR MASSAGE:** A massage performed in equipment specifically designed for the purpose of massage and limited to a client's head, neck, back, arms, shoulders and legs.

**COMPENSATION:** The payment, loan, advance, donation, contribution, deposit or gift of money or anything of value.

**CONVICTION:** As used in this chapter, conviction shall include a finding or verdict of guilty, an admission of guilt, or a plea of nolo contendere.

**EMPLOYEE:** Any person over eighteen (18) years of age, other than a massage therapist, who renders any service in connection with the operation of a massage establishment and receives compensation from the owner or operator of the establishment or patrons.

**HEALTH CLUB:** An indoor facility designed, intended and used as a location where persons can exercise and where providing of massages is ancillary to the facility's primary business. To qualify as a health club under this chapter, a facility must have not less than ten (10) exercise machines and must comply with the sanitation and safety requirements set forth in section 3-8-9 of this chapter.

**HOME MASSAGE:** A massage performed by a massage therapist at a patron's place of residence.

**LICENSEE:** The owner and/or operator of a massage establishment licensed under this chapter.

**MASSAGE:** Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating the external parts of the body by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliance, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations.

**MASSAGE ESTABLISHMENT:** Any establishment having a fixed place of business where any person, firm, association, or corporation engages in, or carries on, or permits to be engaged in or carried on any acts of "massage" as defined herein. Massage establishment also includes a massage business operated out of a duly state-licensed massage therapist's residence.

**MASSAGE SERVICES:** The providing of a massage by any person, firm, association or corporation.

**MASSAGE THERAPIST:** Any person who, for any compensation, engages in the practice of "massage" as defined herein and holds a current, valid license as a Massage Therapist issued by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., or any successor statute thereto.

**MASSEUR:** See definition of Massage Therapist.

**OUTCALL MASSAGE SERVICE:** Any business, the function of which is to engage in or carry on massages for compensation at a location designated by the patron rather than at a massage establishment.

**PATRON:** Any person, customer, or client who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefor.

**PERSON:** Any individual, partnership, firm, association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

**SEXUAL OR GENITAL AREA:** The genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

**STATE LICENSE:** A current, valid massage therapist license issued by the Illinois Department of Financial and Professional Regulation (IDFPR) pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., or any successor statute thereto.

**WORKPLACE MASSAGE:** A chair massage performed by a state-licensed massage therapist on a fully clothed patron in an office or other business setting in an area of the city which is zoned for business, office and industrial uses.

### **3-8-2: MASSAGE BUSINESS LICENSE REQUIRED:**

(A) No person, firm or corporation shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, the business of massage or otherwise provide a massage in return for compensation in the City of Darien without first having obtained a massage business license issued by the city pursuant to the provisions of this chapter for each and every premises used for the business of conducting a massage business. The applicant for such business license must be at least eighteen (18) years of age.

(B) No person, firm or corporation shall engage in or carry on the business of providing workplace massages for more than seven (7) days in any one year period without first obtaining a massage business license issued by the city pursuant to the provisions of this chapter. The applicant for such business license must be at least eighteen (18) years of age.

(C) Any massage therapist, duly licensed by the State of Illinois, who operates a massage business out of his/her residence shall be required to obtain a massage business license from the city. Said business shall be considered a "home occupation" as defined in section 5A-13-1 of this code and shall be in compliance with the home occupation regulations set forth in sections 5A-5-13-1 through 5A-5-13-4 of this code. A separate home occupation license shall not be required.

### **3-8-3: STATE LICENSURE OF MASSAGE THERAPISTS:**

(A) The City of Darien does not issue massage therapist licenses. Individual massage therapist licensing is governed exclusively by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and regulations promulgated thereunder by the Illinois Department of Financial and Professional Regulation (IDFPR).

(B) No person shall provide a massage to another person for compensation within the City of Darien unless he or she holds a current, valid State License. It shall be the responsibility of each massage therapist to obtain, maintain, and renew his or her State License as required by state law.

(C) It shall be the responsibility of every massage establishment licensee to verify and ensure that all massage therapists employed at or associated with the establishment hold a current, valid State License prior to and at all times during the performance of massage services. Copies of each therapist's current State License shall be maintained on the premises and made available to city officials upon request.

(D) The city may, at its discretion, verify the licensure status of any massage therapist through the IDFPR public license lookup or such other means as are available. Operating with or employing an unlicensed massage therapist shall constitute a violation of this chapter and grounds for suspension or revocation of the massage business license.

### **3-8-4: EXEMPTIONS:**

(A) The provisions of this chapter shall not apply to the following individuals while engaged in the performance of the duties of their respective professions, and to the following businesses and entities:

1. Physicians, physicians' assistants, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, or physical or occupational therapists who are duly licensed to practice their respective professions in the State of Illinois.
2. Illinois licensed practical nurses, registered nurses, and certified nurses' assistants while administering massages in the normal course of their medical duties.
3. Barbers and cosmetologists who are duly licensed under the laws of this state. This exemption shall apply solely to the massaging of the scalp and face by barbers and the massaging of the hands, arms, elbows, feet, lower legs and knees by cosmetologists for cosmetic or beautifying purposes.
4. Hospitals, sanitariums, nursing homes, home health agencies, hospice programs and other such programs as defined by state statute and licensed by the Illinois Department of Public Health.
5. Massages provided in the course of not-for-profit special events, such as corporate health and wellness days, fundraisers, and athletic events. Upon request, an individual providing massages for such events shall demonstrate proof of professional liability insurance.
6. Duly licensed athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition.
7. Massages provided by massage therapy students enrolled in a school approved by the State of Illinois during the course of clinical externships, practicums or community services, provided that: (a) such massage services are part of the curricular requirements of the school; (b) are conducted under the supervision of the school's faculty and/or a state-licensed massage therapist; (c) the student does not hold him or herself out as a licensed massage therapist; and (d) does not charge compensation for massage therapy services.
8. No provision contained in this chapter shall be construed to apply to any person, business, or conduct regulated by the provisions of the Illinois Physical Therapy Act, 225 ILCS 90/1 et seq.
9. The provisions of this chapter shall not apply to a "health club" as defined in section 3-8-1 of this chapter, provided there is compliance with section 3-8-9 of this chapter while any massages are given on the premises. Any person employed by a health club to perform massages must hold a current State License.
10. The provisions of this chapter shall not apply to a hotel that offers massages to registered guests. Any individual employed by a hotel as a massage therapist to provide massages to registered guests must hold a current State License.

### **3-8-5: APPLICATION FOR MASSAGE BUSINESS LICENSE:**

(A) An application for a massage business license shall be filed with the City Clerk of the City of Darien on the form provided by the City Clerk. The application shall be completed in full, signed by the applicant (or by a duly authorized agent if not an individual), and verified by oath or affidavit. The application shall set forth:

1. The type of ownership of the business, i.e., whether individual, partnership, corporation, or otherwise.
2. The name under which the business is to be conducted.
3. A description of the services to be provided on the premises.
4. The location and description of the premises or place of business to be operated under such license.

(a) If a leased premises, a copy of the lease shall be provided. The term of such lease must not end until after the expiration date of the license for which application is being made.

(b) The name and address of the owner(s) of the premises, and, if said premises is held in trust, the names and addresses of all owners of the beneficial interest of the trust.

5. All telephone numbers and internet addresses of the business.
6. In the case of an individual, the full name, home address with zip code, social security number, driver's license number, date of birth, sex and a physical description of the applicant, including height, weight, color of hair and eyes.
7. In the case of a partnership, the full name, home address with zip code, social security number, driver's license number, date of birth, sex and a physical description including height, weight, color of hair and eyes of all partners and any other persons entitled to share in the profits thereof.
8. In the case of a corporation, the names, home addresses with zip codes, driver's license numbers, dates of birth, social security numbers, sex and physical descriptions including height, weight, color of hair and eyes of all officers, directors, and all persons owning directly or beneficially more than ten percent (10%) of the stock of such corporation and the persons acting as managers or assistant managers or other persons principally in charge of the operation of the business.
9. The date of formation of the partnership, if a partnership; the date of incorporation, if a corporation; or the date of becoming qualified to transact business in Illinois, if a foreign corporation.
10. A complete list of the names and residence addresses of all massage therapists employed by or associated with the business, together with a copy of each therapist's current State License issued by IDFPR, and the names and residence addresses of all managers, assistant managers or other persons principally in charge of the operation of the business.
11. The business, occupation, and employment history of the applicant, if an individual, for three (3) years preceding the date of application.
12. Whether the applicant has ever applied for a massage business license or similar license with any state, county, city, village or other unit of local government, and if so, where and when, and whether such application was granted or denied and the reasons for any denial.

13. Whether any massage business license or similar license has ever been issued to the applicant and, if so, whether such license has ever been suspended or revoked and the reasons therefor.

14. Whether the applicant has ever been convicted of a violation of any provision of this chapter or any ordinance of any other Illinois municipality which regulates massage establishments or the providing of massages, or any Illinois statute regulating massage establishments.

15. Whether the applicant has ever been convicted of the commission of a felony under the laws of this state, any other state, or the United States.

16. Whether the applicant has ever been convicted of a sex offense as defined in 720 ILCS 5/11, or any equivalent law of any state.

17. Whether the applicant has been convicted of any other criminal offense involving dishonesty, fraud, deceit or moral turpitude within five (5) years of the date of the application.

18. Proof that the applicant is at least eighteen (18) years of age.

19. Proof that the applicant currently carries professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

(B) The applicant shall submit a complete set of fingerprints with the application. All such fingerprinting shall be done by the City of Darien Police Department. Said fingerprints shall be submitted to the appropriate state and/or federal agencies for processing as available. The cost of fingerprinting shall be paid by the applicant in addition to any license application or renewal fee. After the initial application, fingerprints shall be required every three (3) years upon renewal unless the license has lapsed or been revoked, in which case a new initial application with a complete set of fingerprints shall be required.

(C) The applicant shall submit a written authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license.

(D) The applicant shall submit such other information, documentation, and identification as the Director of Community Development and/or the Chief of Police shall deem necessary to determine the identity of the applicant or to process the application.

(E) The applicant shall notify the Director of Community Development of each change in any data required to be furnished by this section within ten (10) days after such change occurs.

### **3-8-6: ISSUANCE AND DENIAL OF LICENSES:**

(A) Upon receipt of a properly completed application for a massage business license, the city clerk or duly authorized agent shall submit the completed application to the police chief and director of community development for evaluation. Upon receiving the application, the chief of police shall conduct an investigation into the applicant's moral character and personal and criminal history.

(B) The director of community development shall cause the premises to be licensed to be inspected to assure that the proposed operation complies with all applicable laws, including building, electrical, plumbing, health, housing, zoning, and fire codes of the city and any other regulations of the city relating to the public health, safety and welfare. The

director of community development shall make written verification to the mayor concerning compliance of the applicant with the codes and ordinances of the city.

(C) If, after due consideration of the information contained within the application and related investigative and inspection reports, the mayor determines the application is satisfactory, he shall approve the application. The city clerk shall notify the applicant of the approval. The license shall be signed by the mayor, attested by the clerk, and issued to the licensee. No license shall be issued if:

1. The proposed operation does not comply with all applicable laws, including but not limited to building, electrical, plumbing, health, housing, zoning and fire codes; or

2. The applicant, if an individual; or any officer, director, or person owning directly or beneficially more than ten percent (10%) of the stock, if the applicant is a corporation; or any partner, if the applicant is a partnership; or any manager or other person principally in charge of the operation, has been:

(a) Convicted of a felony or misdemeanor directly related to the practice of massage therapy; or

(b) Convicted of a sex offense as defined in 720 ILCS 5/11-5 to 5/11-22, or any equivalent law of any state, or is a registered sex offender; or

(c) Convicted of a violation of any provision of this chapter; or

(d) Had a massage business or similar license denied, suspended or revoked by any governmental unit within five (5) years of the date of application; or

(e) Convicted of a violation of any ordinance of any other Illinois municipality regulating massage establishments; or

(f) Convicted of any criminal offense involving dishonesty, fraud, deceit or moral turpitude within five (5) years of the date of application; or

(g) Made knowingly false, misleading or fraudulent statements in the license application or any related document.

(D) If the mayor determines that the application is unsatisfactory, or if the applicant is in violation of any condition set forth in subsection (C) of this section, the application shall be denied and the city clerk shall notify the applicant of the denial and the reasons therefor.

### **3-8-7: LICENSE TERM; EXPIRATION; RENEWAL; LATE FEE; OTHER LICENSES; LICENSE FEES:**

(A) The term, expiration, renewal, late fee and other license requirements, if applicable, for each license issued under this chapter shall be as provided in section 3-1-5 of this title.

(B) The license application fee and the annual license renewal fee for a massage business license shall be one hundred dollars (\$100.00). All applicable license fees and other required fees, including costs of fingerprinting, shall be paid prior to the issuance of any license.

### **3-8-8: DISPLAY OF LICENSE AND STATE CREDENTIALS:**

The massage business license shall be displayed in an open and conspicuous place on the premises. In addition, a copy of the current State License of each and every massage therapist employed in or operating from the establishment shall be maintained on the premises and made available for inspection upon request by the patron or any city official authorized to administer this chapter.

A massage therapist who performs a workplace massage or home massage shall carry a copy of his or her current State License when performing such massage and shall display said license upon the request of the patron or a police officer or other city employee authorized to administer this chapter.

### **3-8-9: SANITATION AND SAFETY REQUIREMENTS:**

All premises licensed under this chapter shall be periodically inspected by the director of community development or his/her duly authorized representative for safety of the structure and adequacy of plumbing, ventilation, heating, illumination and fire protection, as provided in the city's building code. In addition, the premises shall comply with the following regulations:

- (A) The walls shall be clean and painted with washable, mold resistant paint in all rooms where water or steam baths are given.
- (B) Floors shall be free from any accumulation of dust, dirt or refuse.
- (C) All equipment used in the massage establishment shall be maintained in a clean and sanitary condition.
- (D) Soaps, towels, linens and laundered sheets must be provided. All such items for personal use of operators and patrons shall be clean and freshly laundered after each use and stored in a sanitary manner.
- (E) Towels, linens and sheets shall not be used for more than one patron; provided, however, heavy white paper may be substituted for sheets provided that such paper is changed for every patron.
- (F) All massage services or practices are prohibited in any cubicle, room, booth or any area within a massage establishment which is fitted with a door capable of being locked.
- (G) All massage therapists shall wear clean and suitable outer garments.

### **3-8-10: REGISTER AND REGULATION OF EMPLOYEES:**

(A) The licensee or person designated by the licensee of a licensed massage establishment shall maintain a register of the names and addresses of all persons employed at any time as massage therapists and all other employees. The register shall include each massage therapist's State License number and expiration date. Such register shall be available at the massage establishment for inspection by a duly authorized representative of the city during regular business hours.

(B) It shall be the responsibility of the licensee to ensure that each person employed as a massage therapist holds a current, valid State License at all times. It shall be unlawful for a massage establishment to allow any person to perform massage services who does not hold a current State License.

(C) Each massage therapist shall carry his or her current State License at all times during the hours of operation of any massage establishment and shall display said license to customers prior to performing a massage.

### **3-8-11: CONDITIONS AND RESTRICTIONS OF LICENSE:**

(A) Supervision: A licensee shall have the premises supervised at all times when open for business. Any business rendering massage services shall have at least one person who holds a current, valid State License on the premises at all times while the establishment is open. The licensee shall personally supervise the business or shall delegate supervisory responsibility to a manager whose name is listed on the massage business license, and shall not violate, or permit others to violate, any applicable provisions of this chapter. The violation of any provision by any agent or employee of the licensee shall constitute a violation by the licensee.

(B) Sanitary Conditions: All areas and equipment in a massage establishment shall be kept clean and operated in a sanitary condition as required by section 3-8-9 of this chapter.

(C) Display Of Rates: Price rates for all services shall be prominently displayed in a framed placard not less than eight inches by ten inches (8" x 10") in the reception area or other location visible to all prospective customers. This placard must also display the following message: "No services other than those listed shall be provided for any compensation whatsoever. There shall be no bargaining or solicitation for services between patrons, Massage Therapists, or employees."

(D) Employee Dress Code: All employees, including massage therapists, shall be clean and wear clean, nontransparent outer garments covering at least the entire torso and the sexual and genital areas as defined herein.

(E) Separate License For Each Premises: Licenses apply only to the premises described in the application, and only one location shall be so described in each license.

(F) Transfer Of License: A license shall be a purely personal privilege, effective for a period not to exceed one year after issuance unless sooner revoked, and shall not constitute property. No massage business license may be assigned, sold, loaned, transferred, used as collateral, or otherwise conveyed, and the authority a license confers shall be held only by the licensee named therein.

(G) Unlawful Use: No person shall use or display any license, certificate, tag, badge, or sticker which has been improperly acquired. No person shall alter, deface, forge, or counterfeit any license, certificate, plate, tag, badge or sticker issued by the city under this chapter.

(H) Minors Prohibited: No person licensed under the provisions of this chapter shall permit any person under the age of eighteen (18) to come or remain on the premises of any massage establishment as a massage therapist, employee or patron unless such person is on the premises on lawful business.

(I) Alcoholic Beverages Prohibited: No person shall sell, give, dispense, provide, keep or consume or cause to be sold, given, dispensed, provided, kept or consumed any alcoholic beverage on the premises of any massage establishment.

(J) Solicitation Prohibited: No massage establishment shall place, publish or distribute any advertisement, picture, or statement which is known to be false, deceptive or misleading in order to induce any person to purchase or utilize any massage services.

(K) Hours Of Operation: No portion of any licensed massage establishment shall be kept open for any purpose between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.

(L) Inspections: The director of community development, the police chief or their authorized representatives shall from time to time make inspections of each massage establishment to determine that the provisions of this chapter are fully complied with. It shall be unlawful for any licensee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

(M) Books And Records: Every massage business licensee shall at all times keep an appointment book in which the name of each and every patron shall be entered, together with the time, date and place of service, and the service provided. Such book shall be made available at all times for inspection by the director of community development, the police chief, or their authorized representatives.

### **3-8-12: SALE, TRANSFER, OR CHANGE OF LOCATION:**

(A) Upon sale or transfer of a massage establishment, the license therefor shall be null and void and a new license shall be required. Upon the death or incapacity of the licensee, any heir, beneficiary, or guardian thereof may continue the business of the massage establishment for a reasonable period not to exceed sixty (60) days to allow for the issuance of a new license, provided the applicant is in compliance with all the requirements of this chapter.

(B) The location of a licensed massage establishment may be changed provided the clerk's office is given sufficient notice of the intended change to determine that the new location conforms with all provisions of this chapter and all applicable ordinances and regulations of the city.

### **3-8-13: PROHIBITED ACTS AND CONDITIONS:**

The city may refuse to issue or renew, or may revoke, suspend, place on probation, reprimand or take other disciplinary action as the city considers appropriate, including the imposition of fines set forth in section 3-8-15 of this chapter and in any other applicable sections of this code, for each violation with regard to any license or licensee for any one or more of the following acts and/or conditions:

(A) It shall be unlawful for any person to conduct or operate a massage business without first obtaining and maintaining a massage business license as required by this chapter.

(B) It shall be unlawful for any person to administer any massage for compensation without holding a current, valid State License as required by section 3-8-3 of this chapter.

(C) It shall be unlawful for any person to operate or conduct any massage establishment which does not conform to section 3-8-9 of this chapter.

(D) It shall be unlawful for any person licensed under this chapter to operate under any name or conduct business under any designation not specified in the license.

(E) It shall be unlawful for any person to advertise, promote, or refer to himself or herself as a "massage therapist" without holding a current State License, or to advertise in a false, deceptive or misleading manner.

(F) A patron's sexual or genital areas, as defined herein, must be covered by towels, cloths, undergarments or similar nontransparent garments when in the presence of a massage therapist or employee.

(G) It shall be unlawful for any person, intentionally or knowingly, in a massage establishment or while a home massage or workplace massage is being provided, to expose or fail to conceal his or her sexual and genital parts, or any portion thereof, or to place his or her hand upon, touch, fondle, or massage the genital area of another person.

(H) No massage therapist or employee shall perform, offer or agree to perform any act, whether or not for compensation, which would require the touching of the patron's sexual or genital areas.

(I) No massage therapist shall administer a massage to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption, unless he or she exercises precautions universally practiced by health care professionals under like/similar circumstances.

(J) A massage therapist providing a home massage or workplace massage shall wear appropriate undergarments and outer garments, including a brassiere if the massage therapist is female. Outer garments must be clean and suitable. A massage therapist providing a home massage or workplace massage shall not intentionally or knowingly display undergarments to the patron.

(K) A home massage shall not be given to any person except in the dwelling unit where the person resides.

(L) A workplace massage shall be performed in an open, communal area, or in an office only if the door is unlocked and open at least six inches (6") during the massage. For purposes of this chapter, an office or business shall not include a hotel room.

(M) No massage shall be given to any person under the age of eighteen (18) except upon presentation of written consent by the minor's parent or legal guardian.

(N) It shall be unlawful for any person owning, operating or managing a massage establishment to knowingly cause, allow or permit any agent, employee, or other person under his/her supervision to perform any acts prohibited by this chapter.

(O) It shall be unlawful for any person to operate or conduct an "outcall massage service" as defined in section 3-8-1 of this chapter.

(P) The conviction of any crime under the laws of the United States or any state or territory thereof that is a felony or misdemeanor, an essential element of which is dishonesty, or any crime directly related to the practice of massage.

(Q) To aid, assist, procure, or advise any unlicensed person to practice massage contrary to any provision of this chapter or applicable state law.

(R) To engage in immoral conduct in connection with any act, such as sexual abuse, sexual misconduct, or sexual exploitation, related to the practice of massage therapy.

(S) To engage in dishonorable, unethical, or unprofessional conduct of a character likely to deceive, defraud or harm the public.

(T) To practice or offer to practice beyond the scope permitted by law, or to accept and perform professional responsibilities which the licensee knows or has reason to know that he or she is not competent to perform.

(U) To knowingly delegate professional responsibilities to a person unqualified by training, experience, or licensure to perform.

(V) To fail to provide information in response to a written request made by the city within sixty (60) days.

(W) To have a habitual or excessive use of or addiction to alcohol, narcotics, stimulants, or any other chemical agent or drug which results in the inability to practice with reasonable judgment, skill or safety.

(X) To have a pattern of practice or other behavior that demonstrates incapacity or incompetence to practice under this chapter.

(Y) To make a material misstatement in furnishing information to the city or to make misleading, deceptive, untrue, or fraudulent representations in violation of this chapter or in the practice of massage therapy.

**3-8-14: SUSPENSION, REVOCATION OF LICENSE; APPEAL:**

(A) The suspension, revocation and hearing procedures for any license issued under this chapter shall be as set forth in section 3-1-17 of this title. The procedure for an appeal of a denial or revocation of a license shall be as set forth in section 3-1-18 of this title.

(B) If a massage business license is revoked for any cause, no such license shall be granted to such person, firm, corporation or other entity for a period of one year after the date of revocation unless the revocation order has been vacated by court order.

**3-8-15: PENALTY; ENFORCEMENT:**

The penalty for violation of any of the provisions of this chapter shall be as set forth in subsection 3-1-22(A) of this title. The enforcement of the provisions of this chapter shall be as set forth in subsections 3-1-22(B) and (C) of this title. Unless otherwise provided herein, any license issued under this chapter is subject to the provisions of chapter 1 of this title.

*Adopted by the City of Darien, DuPage County, Illinois*

*Ordinance No. \_\_\_\_\_ Date: \_\_\_\_\_*

**CITY OF DARIEN**  
**TITLE 3 – BUSINESS REGULATIONS**  
**CHAPTER 8**  
**MESSAGE BUSINESSES AND SERVICES**  
***REDLINE — PROPOSED AMENDMENTS***

**Legend:** ~~Strikethrough = deleted language~~ — Underline = new language

**3-8-1: DEFINITIONS:**

As used in this chapter, the following words and phrases shall have the meanings ascribed to them by this section:

**CHAIR MESSAGE:** A massage performed in equipment specifically designed for the purpose of massage and limited to a client's head, neck, back, arms, shoulders and legs.

**COMPENSATION:** The payment, loan, advance, donation, contribution, deposit or gift of money or anything of value.

**CONVICTION:** As used in this chapter, conviction shall include a finding or verdict of guilty, an admission of guilt, or a plea of nolo contendere.

**EMPLOYEE:** Any person over eighteen (18) years of age, other than a massage therapist, who renders any service in connection with the operation of a massage establishment and receives compensation from the owner or operator of the establishment or patrons.

**HEALTH CLUB:** An indoor facility designed, intended and used as a location where persons can exercise and where providing of massages is ancillary to the facility's primary business. To qualify as a health club under this chapter, a facility must have not less than ten (10) exercise machines and must comply with the sanitation and safety requirements set forth in section ~~3-8-403-8-9~~ of this chapter.

**HOME MESSAGE:** A massage performed by a massage therapist ~~licensed pursuant to the provisions of this chapter~~ at a patron's place of residence.

**LICENSEE:** The owner and/or operator of a massage establishment licensed under this chapter.

**MESSAGE:** Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating the external parts of the body by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliance, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations.

**MESSAGE ESTABLISHMENT:** Any establishment having a fixed place of business where any person, firm, association, or corporation engages in, or carries on, or permits to be engaged in

or carried on any acts of "massage" as defined herein. Massage establishment also includes a massage business operated out of a duly ~~licensed~~state-licensed massage therapist's residence.

**MESSAGE SERVICES:** The providing of a massage by any person, firm, association or corporation.

**MESSAGE THERAPIST:** Any person who, for any compensation, engages in the practice of "massage" as defined herein and ~~provides documentation of one of the following:~~

~~(A) Proof of active membership status in a professional massage therapy organization whose minimum standards require graduation from a "Recognized School", as defined herein, or the passing of a competency test for active membership; or~~

~~(B) Graduation and completion of a professional level entry program which consists of five hundred (500) hours or more of in classroom study and one hundred (100) hours or more of clinical experience in a "Recognized School"; or~~

~~(C) Passage of the national certification examination in therapeutic massage and bodywork (NCETMB) administered by the national certification board for therapeutic massage and bodywork, which is approved by the national commission for certifying agencies (NCCA), the accrediting arm of the national organization for competency assurance (NOCA) or any other examination exhibiting proficiency in massage therapy/bodywork approved by the state of Illinois or a federal certifying agency and maintains current certification.~~

[continued] holds a current, valid license as a Massage Therapist issued by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., or any successor statute thereto.

**MASSEUR:** See definition of Massage Therapist.

**OUTCALL MESSAGE SERVICE:** Any business, the function of which is to engage in or carry on massages for compensation at a location designated by the patron rather than at a massage establishment.

**PATRON:** Any person, customer, client who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefor.

**PERSON:** Any individual, partnership, firm, association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

**RECOGNIZED SCHOOL:** ~~A state approved school operating according to state regulations which has a current license, approval, accreditation and/or certification from the state in which it is located and provides an entry level massage training program of a minimum of five hundred (500) hours of in classroom study and one hundred (100) or more of clinical training, which program shall include anatomy and physiology, kinesthetics, ethics, pathology, contraindication and clinical experience, or a massage school program accredited/approved by the commission on massage therapy accreditation (COMTA), the international massage and somatic therapies accreditation council (IMSTAC), or by a similar nationally recognized professional accrediting entity, or approved by the U.S. department of education. All course work for credit hours shall~~

~~be completed under the supervision of faculty. Schools offering correspondence courses and not requiring actual class attendance shall not be regarded as a "Recognized School".~~

**RECOGNIZED SCHOOL:** As defined under the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and applicable regulations promulgated thereunder.

**SEXUAL OR GENITAL AREA:** The genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

**STATE LICENSE:** A current, valid massage therapist license issued by the Illinois Department of Financial and Professional Regulation (IDFPR) pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., or any successor statute thereto.

**WORKPLACE MESSAGE:** A chair massage performed by a massage therapist ~~licensed pursuant to the provisions of this chapter~~ duly licensed by the State of Illinois on a fully clothed patron in an office or other business setting in an area of the city which is zoned for business, office and industrial uses.

**3-8-2: MESSAGE BUSINESS LICENSE REQUIRED:**

(A) No person, firm or corporation shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, the business of massage or otherwise provide a massage in return for compensation in the city of Darien without first having obtained a massage business license issued by the city pursuant to the provisions of this chapter for each and every premises used for the business of conducting a massage business or otherwise providing massages for compensation by such person. The applicant for such business license must be at least eighteen (18) years of age.

(B) No person, firm or corporation shall engage in or carry on the business of providing workplace massages for more than seven (7) days in any one year period without first obtaining a massage business license issued by the city pursuant to the provisions of this chapter. The applicant for such business license must be at least eighteen (18) years of age.

(C) Any massage therapist, ~~duly licensed by the city of Darien~~ duly licensed by the State of Illinois, who operates a massage business out of his/her residence shall be required to obtain a massage business license from the city. Said business shall be considered a "home occupation" as defined in section 5A-13-1 of this code and shall be in compliance with the home occupation regulations set forth in sections 5A-5-13-1 through 5A-5-13-4 of this code. A separate home occupation license shall not be required.

**3-8-3: MESSAGE THERAPIST LICENSE REQUIRED:**

**3-8-3: STATE LICENSURE OF**

**MESSAGE THERAPISTS:**

~~No person shall provide a massage to another person as a massage therapist, employee or otherwise, on any premises for which a business license has been issued or is required under section 3-8-2 of this chapter unless he or she has a valid and current massage therapist license issued to him or her by the city pursuant to the provisions of this chapter. The applicant for a~~

~~massage therapist license must be at least eighteen (18) years of age and of good moral character.~~

(A) The City of Darien does not issue massage therapist licenses. Individual massage therapist licensing is governed exclusively by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and regulations promulgated thereunder by the Illinois Department of Financial and Professional Regulation (IDFPR).

(B) No person shall provide a massage to another person for compensation within the City of Darien unless he or she holds a current, valid State License. It shall be the responsibility of each massage therapist to obtain, maintain, and renew his or her State License as required by state law.

(C) It shall be the responsibility of every massage establishment licensee to verify and ensure that all massage therapists employed at or associated with the establishment hold a current, valid State License prior to and at all times during the performance of massage services. Copies of each therapist's current State License shall be maintained on the premises and made available to city officials upon request.

(D) The city may, at its discretion, verify the licensure status of any massage therapist through the IDFPR public license lookup or such other means as are available. Operating with or employing an unlicensed massage therapist shall constitute a violation of this chapter and grounds for suspension or revocation of the massage business license.

#### **3-8-4: EXEMPTIONS:**

(A) The provisions of this chapter shall not apply to the following individuals while engaged in the performance of the duties of their respective professions, and to the following businesses and entities:

1. Physicians, physicians' assistants, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, or physical or occupational therapists who are duly licensed to practice their respective professions in the state of Illinois.
2. Illinois licensed practical nurses, registered nurses, and certified nurses' assistants while administering massages in the normal course of their medical duties.
4. Hospitals, sanitariums, nursing homes, home health agencies, hospice programs and other such programs as defined by state statute and licensed by the Illinois department of public health.
6. Duly licensed athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition.
8. No provision contained in this chapter shall be construed to apply to any person, business, or conduct regulated by the provisions of the Illinois physical therapy act, 225 Illinois Compiled Statutes 90/1 et seq.

3. Barbers and cosmetologists who are duly licensed under the laws of this state. This exemption shall apply solely to the massaging of the scalp and face by barbers and the massaging of the hands, arms, elbows, feet, lower legs and knees by cosmetologists of the customer or client for cosmetic or beautifying purposes.

5. Massages provided in the course of not for profit special events, such as corporate health and wellness days, fundraisers, and athletic events. Upon request, an individual providing massages for such events, shall demonstrate proof of professional liability insurance.

7. Massages provided by massage therapy students enrolled in a ~~recognized school~~school approved by the State of Illinois during the course of clinical externships, practicums or community services, provided that: a) such massage services are part of the curricular requirements of the ~~recognized school~~school; b) are conducted under the supervision of the school's faculty and/or a massage therapist who is licensed under this chapter; c) the student does not hold him or herself out as a licensed massage therapist; and d) does not charge compensation for massage therapy services.

9. The provisions of this chapter shall not apply to a "health club" as defined in section 3-8-1 of this chapter, provided there is compliance with section ~~3-8-10~~3-8-9 of this chapter while any massages are given on the premises of a health club. Any person employed by a health club to perform massages must ~~be licensed as a massage therapist under this chapter~~hold a current State License.

10. The provisions of this chapter shall not apply to a hotel that offers massages to registered guests. Any individual employed by a hotel as a massage therapist ~~or masseur~~ to provide massages to registered guests must ~~be licensed as a massage therapist under this chapter~~hold a current State License.

### **3-8-5: APPLICATION FOR MASSAGE BUSINESS LICENSE:**

(A) An application for a massage business license shall be filed with the city clerk of the city of Darien. The application shall be made upon a form provided by the city clerk and shall be completed in full and signed by the applicant, if an individual, or by a duly authorized agent thereof, if not an individual, verified by oath or affidavit, and shall set forth:

1. The type of ownership of the business, i.e., whether individual, partnership, corporation, or otherwise.
2. The name under which the business is to be conducted.
3. A description of the services to be provided on the premises.
5. All telephone numbers and internet addresses of the business.
6. In the case of an individual, the full name, home address with zip code, social security number, driver's license number, date of birth, sex and a physical description of the applicant, including height, weight, color of hair and eyes.

7. In the case of a partnership, the full name, home address with zip code, social security number, driver's license number, date of birth, sex and a physical description including height, weight, color of hair and eyes of all partners and any other persons entitled to share in the profits thereof.
8. In the case of a corporation, the object for which organized, the names, home addresses with zip codes, driver's license number, date of birth, social security number, sex and a physical description including height, weight, color of hair and eyes of all officers, directors, and all persons owning directly or beneficially more than ten percent (10%) of the stock of such corporation and the persons acting as managers or assistant managers or other persons principally in charge of the operation of the business.
9. The date of formation of the partnership, if a partnership, the date of incorporation, if an Illinois corporation, or the date of becoming qualified under the Illinois business corporation act, 805 Illinois Compiled Statutes 5/1.01 et seq., to transact business in Illinois if a foreign corporation.
11. The business, occupation, and employment history of the applicant, if an individual, for three (3) years preceding the date of application.
12. Whether applicant ever made an application for a license under this chapter, or a massage business license or similar license to a state, county, city, or village or other unit of local government, and if so, where and when, and if such application was granted or denied, and if such application was denied, the reasons for the denial.
13. Whether a license was ever issued to the applicant under this chapter or a massage business license or similar license was ever issued by any state, county, city or village or other unit of local government, and if so, where and when, and if such license has ever been suspended or revoked and the reasons for the suspension or revocation.
14. Whether the applicant has ever been convicted of a violation of any of the provisions of this chapter or any ordinance of any other Illinois municipality which regulates massage establishments or the providing of massages, or any Illinois statute regulating massage establishments.
15. Whether the applicant has ever been convicted of the commission of a felony under the laws of this state, or any other state, or under the laws of the United States.
16. Whether the applicant has ever been convicted of a sex offense as defined in 720 Illinois Compiled Statutes 5/11, or any equivalent law of any state.
17. Whether the applicant has been convicted of any other criminal offense involving dishonesty, fraud, deceit or moral turpitude within five (5) years of the date of the application.
18. Proof that the applicant is at least eighteen (18) years of age.
19. Proof that the applicant currently carries professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

4. The location and description of the premises or place of business which is to be operated under such license.

(a) If a leased premises, a copy of the lease shall be provided. The term of such lease must not end until after the expiration date of the license for which application is being made.

(b) The name and address of the owner(s) of the premises, and, if said premises is held in trust, the names and addresses of all the owners of the beneficial interest of the trust.

10. A complete list of the names and residence addresses of all massage therapists and employees employed by the business ~~and the names and residence addresses of all managers, assistant managers or other persons principally in charge of the operation of the business,~~ together with a copy of each therapist's current State License issued by IDFPR, and the names and residence addresses of all managers, assistant managers or other persons principally in charge of the operation of the business.

(B) The applicant shall submit a complete set of fingerprints with the application. All such fingerprinting shall be done by the city of Darien police department. Said fingerprints shall be submitted to the appropriate state and/or federal agencies for processing as available. The cost of fingerprinting shall be paid by the applicant in addition to any license application or renewal fee. After the initial application for a license, fingerprints for the renewal of the license shall be required every three (3) years unless the license has lapsed or has been revoked. If the license has lapsed or been revoked, the applicant shall be required to submit a new (initial) application with a complete set of fingerprints.

(C) The applicant shall submit a written authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license.

(D) The applicant shall submit such other information, documentation, and identification of the applicant as the director of community development and/or the chief of police shall deem necessary to determine the identity of the applicant or to process the application.

(E) The applicant shall notify the director of community development of each change in any data required to be furnished by this section within ten (10) days after such change occurs; ~~except that any prospective new massage therapist employee shall not be employed until he or she has received a massage therapist license under the provisions of section 3-8-6 of this chapter.~~

**~~3-8-6: APPLICATION FOR MASSAGE THERAPIST LICENSE:~~ 3-8-6: [RESERVED]**

~~(A) An application for a massage therapist license shall be filed with the city clerk of the city of Darien. The application shall be made upon a form provided by the city clerk and shall be completed in full and signed by the applicant, verified by oath or affidavit, and shall set forth the following: [subsections 1-11 as previously set forth in this section, including proof of recognized~~

~~school credentials, CPR certification, and physician's statement certifying freedom from communicable diseases]~~

~~(B) The applicant shall submit a statement in writing from a physician duly licensed in the state of Illinois that he or she has examined the applicant and believes the applicant to be free of all communicable diseases. An applicant is required to undergo an annual physical examination and to furnish a medical certificate relating to communicable diseases with his or her annual fee.~~

~~(C) The applicant shall submit a complete set of fingerprints with the application for a massage therapist license.~~

~~(D) The applicant shall submit a written authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license.~~

~~(E) The applicant shall submit such other information, documentation, and identification of the applicant as the director of community development and/or the chief of police shall deem necessary to determine the identity of the applicant or to process the application.~~

The City of Darien no longer issues separate massage therapist licenses. Individual massage therapist licensing is governed exclusively by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq. Refer to section 3-8-3 of this chapter.

### **~~3-8-7:~~3-8-6: ISSUANCE AND DENIAL OF LICENSES:**

~~(A) Upon receipt of a properly completed application for a massage business license or a massage therapist license, the city clerk or duly authorized agent shall submit the completed application to the police chief and director of community development for evaluation. Upon receiving the application for a massage business license or a massage therapist license, the chief of police shall conduct an investigation into the applicant's moral character and personal and criminal history.~~

~~(B) In the case of an application for a massage business license, the director of community development shall cause the premises to be licensed to be inspected to assure that the proposed operation complies with all applicable laws, including building, electrical, plumbing, health, housing, zoning, and fire codes of the city and any other regulations of the city relating to the public health, safety and welfare. The director of community development shall make written verification to the mayor concerning compliance of the applicant with the codes and ordinances of the city.~~

~~(C) If, after due consideration of the information contained within the application and related investigative and inspection reports, the mayor shall determine the application is satisfactory, he shall approve the application. Thereupon, the city clerk shall notify the applicant that the application has been approved. The license shall be signed by the mayor, attested by the clerk, and then issued to the licensee. No license shall be issued to any applicant if: [conditions (a)–(g) as previously set forth remain unchanged]~~

~~(D) If, after due consideration of the information contained within the application and related investigative and inspection reports, the mayor shall determine that matters concerning the~~

application are unsatisfactory, he shall disapprove the application. The application shall be automatically denied if the applicant is in violation of any of the conditions set forth in subsection (C) of this section. Thereupon, the clerk shall notify the applicant that the application has not been approved and that no license will be issued.

**~~3-8-8:~~3-8-7: LICENSE TERM; EXPIRATION; RENEWAL; LATE FEE; OTHER LICENSES; LICENSE FEES:**

(A) The term, expiration, renewal, late fee and other license requirements, if applicable, for each license issued under this chapter shall be as provided in section 3-1-5 of this title.

(B) The license application fee and the annual license renewal fee for a massage business license shall be one hundred dollars (\$100.00). ~~The license fee for the original application for a massage therapist license shall be fifty dollars (\$50.00) and twenty five dollars (\$25.00) for each renewal application.~~ All applicable license fees and any other required fees, including costs of fingerprinting, shall be paid prior to the issuance of any license.

**~~3-8-9:~~3-8-8: DISPLAY OF LICENSE: AND STATE CREDENTIALS:**

The massage business license ~~and the massage therapist license of each and every massage therapist employed in the establishment~~ shall be displayed in an open and conspicuous place ~~on~~ the premises to be licensed. In addition, a copy of the current State License of each and every massage therapist employed in or operating from the establishment shall be maintained on the premises and made available for inspection upon request by the patron or any city official authorized to administer this chapter. A massage therapist who performs a workplace massage or home massage shall ~~have a copy of his/her license with him/her~~ carry a copy of his or her current State License when performing such massage and shall display said license upon the request by the patron or a police officer or other employee of the city authorized to administer this chapter.

**~~3-8-10:~~3-8-9: SANITATION AND SAFETY REQUIREMENTS:**

All premises licensed under this chapter shall be periodically inspected by the director of community development or his/her duly authorized representative for safety of the structure and adequacy of plumbing, ventilation, heating, illumination and fire protection, as provided in the city's building code. In addition, the premises shall comply with the following regulations: [subsections (A)–(G) unchanged]

**~~3-8-11:~~3-8-10: REGISTER AND REGULATION OF EMPLOYEES:**

(A) The licensee or person designated by the licensee of a licensed massage establishment shall maintain a register of the names and addresses of all persons employed at any time as massage therapists and all other employees. The register shall list the massage therapists' ~~license numbers~~ State License number and expiration date. Such register shall be available at

the massage establishment for inspection by a duly authorized representative of the city of Darien during regular business hours.

(B) It shall be the responsibility of the licensee of a massage establishment to ensure that each person employed as a massage therapist shall first have obtained a ~~valid license as required by this chapter~~current, valid State License at all times. It shall be unlawful for such a business to allow a massage therapist to practice other than as permitted by this chapter.

~~(C) The city clerk shall provide each licensed massage therapist with an identification card which shall contain the full name and license number assigned to said massage therapist. The identification card must be carried on the person of the massage therapist at all times during the hours of operation of any licensed massage establishment and shown to all customers prior to performing a massage.~~(C) Each massage therapist shall carry his or her current State License at all times during the hours of operation of any licensed massage establishment and shall display said license to customers prior to performing a massage.

### **~~3-8-12:~~3-8-11: CONDITIONS AND RESTRICTIONS OF LICENSE:**

(A) Supervision: A licensee shall have the premises supervised at all times when open for business. Any business rendering massage services shall have at least one person who has a ~~valid massage therapist license~~current, valid State License as a Massage Therapist on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the massage business license as required by subsection ~~3-8-5(A)~~3-8-5(A) of this ~~chapter~~ and shall not violate, or permit others to violate, any applicable provisions of this chapter. The violation of any provisions by any agent or employee of the licensee shall constitute a violation by the licensee.

(B) Sanitary Conditions: All areas and equipment in a massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition as required by section ~~3-8-10~~3-8-9 of this chapter.

(C)–(M) [Display of Rates, Employee Dress Code, Separate License, Transfer, Unlawful Use, Minors Prohibited, Alcoholic Beverages Prohibited, Solicitation Prohibited, Hours of Operation, Inspections, Books and Records — all unchanged.]

### **~~3-8-13:~~3-8-12: SALE, TRANSFER, OR CHANGE OF LOCATION:**

(A)–(B) [Content unchanged.]

### **~~3-8-14:~~3-8-13: PROHIBITED ACTS AND CONDITIONS:**

(A) It shall be unlawful for any person to conduct or operate a massage business without first obtaining and maintaining a massage business license as required by this chapter.

(B) It shall be unlawful for any person to administer any massage without first obtaining and maintaining a ~~massage therapist license as required by this chapter~~current, valid State License as required by section 3-8-3 of this chapter.

(C) It shall be unlawful for any person to operate or conduct any massage establishment which does not conform to section ~~3-8-10~~3-8-9 of this chapter.

(D)–(N) [Content unchanged.]

(E) It shall be unlawful for any person to advertise, promote, or refer to himself or herself as a "massage therapist", as herein defined, without first obtaining and maintaining a ~~massage therapist license from the city~~current State License from the State of Illinois and/or to advertise in a false, deceptive or misleading manner.

(O)–(Y) [Content unchanged.]

**~~3-8-15~~3-8-14: SUSPENSION, REVOCATION OF LICENSE; APPEAL:**

(A) The suspension, revocation and hearing procedures for any license issued under this chapter shall be as set forth in section 3-1-17 of this title. The procedure for an appeal of a denial of an application for a license or an appeal in connection of a revocation of a license shall be as set forth in section 3-1-18 of this title.

(B) If a massage business license ~~or a massage therapist license~~ is revoked for any cause, no such license shall be granted to such person, firm, corporation or other entity for a period of one year after the date of the revocation unless the revocation order has been vacated by court order.

**~~3-8-16~~3-8-15: PENALTY; ENFORCEMENT:**

The penalty for violation of any of the provisions of this chapter shall be as set forth in subsection ~~3-1-22(A)~~3-1-22(A) of this title. The enforcement of the provisions of this chapter shall be as set forth in subsections 3-1-22(B) and (C) of this title. Unless otherwise provided for herein, any license issued under this chapter is subject to the provisions of chapter 1 of this title.

— END OF REDLINE —

Chapter 8, Title 3 — Massage Businesses and Services

Prepared for City Council consideration — June 1, 2026

**AGENDA MEMO**  
**Police Committee**  
**May 18, 2026**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the sale or 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, GovDeals.com, or disposed of:

<b>ITEM</b>	<b>EXPLANATION</b>
1. (1) White Schwinn Bicycle SN: FS013LF4162	No longer needed
2. (1) Chaos FS20 Lime Green Bicycle CN: 25-04993	No longer works
3. (1) Huffy Fuel Maroon Bicycle CN: 25-05203	No longer needed
4. (1) Nishiki Pueblo BMX Girls Bicycle Pink SN: 5682F8039	No longer needed
5. (1) Mongoose Ledge 2.1 24" Boys Bike CN: 25-06324	No longer needed
6. (1) Weize All Black Bicycle White Lettering CN: 25-06327	No longer needed
7. (1) Small Razor Scooter SN: YM1010030-09-22080001049	No longer needed

Staff recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council Agenda for formal approval.

# Darien Police Department

## Monthly Report



April 2026

# Police Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. National Police Week was established by a joint resolution of Congress in 1962. National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

## Person Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
<b>Homicide Offenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>0.0%</b>	<b>0.0</b>
Murder & Non-Negligent Manslaughter	0	0	0	0.0%	0.0%	0	0.0%	0.0
Negligent Manslaughter	0	0	0	0.0%	0.0%	0	0.0%	0.0
Justifiable Homicide (NOT A CRIME)	0	0	0	0.0%	0.0%	0	0.0%	0.0
<b>Non-Consensual Sex Offenses</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>0.0%</b>	<b>4.6</b>
Forcible Rape	1	0	1	0.0%	0.0%	0	0.0%	4.6
Forcible Sodomy	0	0	0	0.0%	0.0%	0	0.0%	0.0
Sexual Assault with an Object	0	0	0	0.0%	0.0%	0	0.0%	0.0
Forcible Fondling	0	0	0	0.0%	0.0%	0	0.0%	0.0
<b>Assault Offenses</b>	<b>56</b>	<b>57</b>	<b>22</b>	<b>-1.8%</b>	<b>154.5%</b>	<b>21</b>	<b>37.5%</b>	<b>258.1</b>
Aggravated Assault	1	0	0	0.0%	0.0%	0	0.0%	4.6
Simple Assault	46	49	17	-6.1%	170.6%	19	3.7%	212.0
Intimidation	9	8	5	12.5%	80.0%	2	8.9%	41.5
<b>Kidnapping</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>0.0%</b>	<b>0.0</b>
<b>Non-Forcible Sex Offenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>0.0%</b>	<b>0.0</b>
Incest	0	0	0	0.0%	0.0%	0	0.0%	0.0
Statutory Rape	0	0	0	0.0%	0.0%	0	0.0%	0.0
<b>Human Trafficking Offenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>0.0%</b>	<b>0.0</b>
Commercial Sex Acts	0	0	0	0.0%	0.0%	0	0.0%	0.0
Involuntary Servitude	0	0	0	0.0%	0.0%	0	0.0%	0.0
<b>Crimes Against Persons Total</b>	<b>57</b>	<b>57</b>	<b>23</b>	<b>0.0%</b>	<b>147.8%</b>	<b>21</b>	<b>36.8%</b>	<b>262.7</b>

## Property Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
<b>Robbery</b>	0	0	0	0.0%	0.0%	0	0.0%	0.0
<b>Burglary</b>	4	7	5	-42.9%	-20.0%	2	50.0%	18.4
<b>Theft Offenses</b>	27	41	41	-34.1%	-34.1%	0	0.0%	124.4
Pocket Picking	0	0	0	0.0%	0.0%	0	0.0%	0.0
Purse Snatching	0	0	0	0.0%	0.0%	0	0.0%	0.0
Retail Theft	8	16	11	-50.0%	-27.3%	9	112.5%	36.9
Theft from Building	0	0	0	0.0%	0.0%	0	0.0%	0.0
Theft from Coin Operated Machine	0	0	0	0.0%	0.0%	0	0.0%	0.0
Theft from Motor Vehicle	1	6	2	-83.3%	-50.0%	0	0.0%	4.6
Theft of Motor Vehicle Parts	1	1	1	0.0%	0.0%	0	0.0%	4.6
All other Thefts	17	18	27	-5.6%	-37.0%	1	5.9%	78.3
<b>Motor Vehicle Theft</b>	1	1	3	0.0%	-66.7%	0	0.0%	4.6
<b>Arson</b>	1	0	0	0.0%	0.0%	0	0.0%	4.6
<b>Destruction of Property</b>	15	17	9	-11.8%	66.7%	6	40.0%	69.1
<b>Forgery</b>	3	1	3	200.0%	0.0%	1	33.3%	13.8
<b>Fraud Offense</b>	31	39	52	-20.5%	-40.4%	0	0.0%	142.9
False Pretenses	17	19	1	-10.5%	1600.0%	1	5.9%	78.3
Credit Card Fraud	1	1	3	0.0%	-66.7%	0	0.0%	4.6
Impersonation	1	4	47	-75.0%	-97.9%	2	200.0%	4.6
Welfare Fraud	0	0	0	0.0%	0.0%	0	0.0%	0.0
Wire Fraud	1	0	0	0.0%	0.0%	0	0.0%	4.6
Identity Fraud	10	15	1	-33.3%	900.0%	1	10.0%	46.1
Computer Hacking	1	0	0	0.0%	0.0%	0	0.0%	4.6
<b>Embezzlement</b>	0	0	0	0.0%	0.0%	0	0.0%	0.0
<b>Extortion</b>	0	0	1	0.0%	-100.0%	0	0.0%	0.0
<b>Bribery</b>	0	0	0	0.0%	0.0%	0	0.0%	0.0
<b>Stolen Property Offenses</b>	0	1	0	-100.0%	0.0%	0	0.0%	0.0
<b>Crimes Against Property Total</b>	<b>82</b>	<b>107</b>	<b>114</b>	<b>-23.4%</b>	<b>-28.1%</b>	<b>9</b>	<b>11.0%</b>	<b>377.9</b>

## Total Person & Property Crimes

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Crimes Against Persons Total	57	57	23	0.0%	147.8%	0	0.0%	262.7
Crimes Against Property Total	82	107	114	-23.4%	-28.1%	0	0.0%	377.9
<b>Total Person &amp; Property Crimes</b>	<b>139</b>	<b>164</b>	<b>137</b>	<b>-15.2%</b>	<b>1.5%</b>	<b>0</b>	<b>0.0%</b>	<b>640.6</b>

## Societal Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Drug Violations	12	10	42	20.0%	-71.4%	5	41.7%	55.3
Drug Equipment Violations	1	0	0	0.0%	0.0%	0	0.0%	4.6
Gambling Offenses	0	0	0	0.0%	0.0%	0	0.0%	0.0
Pornography	1	0	4	0.0%	-75.0%	0	0.0%	4.6
Prostitution	0	0	0	0.0%	0.0%	0	0.0%	0.0
Weapons Law Violation	1	3	0	-66.7%	0.0%	3	300.0%	4.6
Animal Cruelty	1	0	0	0.0%	0.0%	0	0.0%	4.6
<b>Crimes Against Society Total</b>	<b>16</b>	<b>13</b>	<b>46</b>	<b>23.1%</b>	<b>-65.2%</b>	<b>8</b>	<b>50.0%</b>	<b>73.7</b>
<b>Total Group "A" Offenses</b>	<b>155</b>	<b>177</b>	<b>183</b>	<b>-12.4%</b>	<b>-15.3%</b>	<b>8</b>	<b>5.2%</b>	<b>714.4</b>

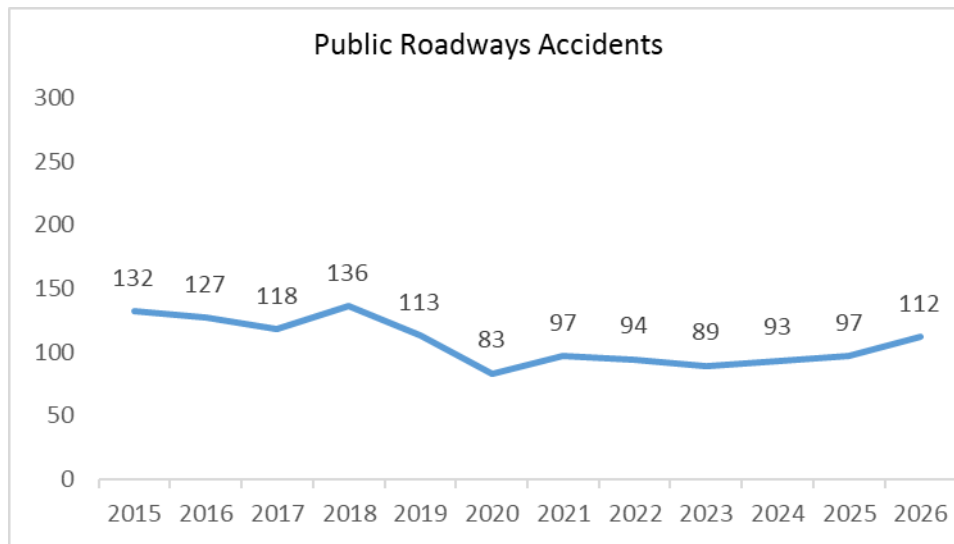
## Other Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Bad Checks	0	0	0	0.0%	0.0%	0	0.0%	0.0
Curfew	0	0	0	0.0%	0.0%	0	0.0%	0.0
Disorderly Conduct	23	36	11	-36.1%	109.1%	8	34.8%	106.0
DUI	23	15	29	53.3%	-20.7%	13	56.5%	106.0
Family Offenses (Non-Violent)	2	2	4	0.0%	-50.0%	1	50.0%	9.2
Liquor Law Violation	7	6	7	16.7%	0.0%	6	85.7%	32.3
Peeping Tom	0	0	0	0.0%	0.0%	0	0.0%	0.0
MRAI	0	0	1	0.0%	-100.0%	0	0.0%	0.0
Trespass	9	8	3	12.5%	200.0%	5	55.6%	41.5
All Other Crimes	44	45	77	-2.2%	-42.9%	30	68.2%	202.8
<b>Total Group B Offenses</b>	<b>108</b>	<b>112</b>	<b>132</b>	<b>-3.6%</b>	<b>-18.2%</b>	<b>63</b>	<b>58.3%</b>	<b>497.7</b>

# Traffic Crash Summary

	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Year Change	5 Year Change	10 Year Change
<b>Private Property</b>	47	33	56	61	42.4%	-16.1%	29.8%
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Year Change	5 Year Change	10 Year Change
<b>Public Way</b>							
No Injuries	98	84	81	22	16.7%	21.0%	-77.6%
Injury	14	13	16	104	7.7%	-12.5%	642.9%
Fatal	0	0	0	0	0.0%	0.0%	0.0%
<b>Total</b>	112	97	97	126	15.5%	15.5%	12.5%
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Year Change	5 Year Change	10 Year Change
Fatalities	0	0	0	1	0.0%	0.0%	0.0%
Hit & Run	11	8	11	9	37.5%	0.0%	-18.2%
DUI	1	0	4	1	0.0%	-75.0%	0.0%

## Year to Date Crashes



## Calls for Service Summary

### Citizen Generated Events (Beat & Hour of Day)

	<u>YTD</u> <u>2026</u>	<u>YTD</u> <u>2025</u>	<u>YTD</u> <u>2021</u>	<u>YTD</u> <u>2016</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
<b>Location</b>							
Beat 1	26.1%	22.5%	22.8%	30.9%	16.2%	14.5%	-15.5%
Beat 2	20.3%	20.1%	20.5%	28.2%	0.9%	-0.7%	-27.9%
Beat 3	34.6%	39.7%	36.8%	39.5%	-12.8%	-6.0%	-12.3%
Out of Town	0.4%	0.5%	0.4%	1.4%	-12.5%	5.0%	-70.6%
<b>Hour of Day</b>							
0600	32	27	33	33	18.5%	-3.0%	-3.0%
0700	60	49	54	68	22.4%	11.1%	-11.8%
0800	70	74	95	109	-5.4%	-26.3%	-35.8%
0900	98	81	93	84	21.0%	5.4%	16.7%
1000	116	113	125	142	2.7%	-7.2%	-18.3%
1100	136	100	103	148	36.0%	32.0%	-8.1%
1200	125	121	118	130	3.3%	5.9%	-3.8%
1300	137	123	149	169	11.4%	-8.1%	-18.9%
1400	137	153	130	167	-10.5%	5.4%	-18.0%
1500	150	140	141	157	7.1%	6.4%	-4.5%
1600	157	150	136	154	4.7%	15.4%	1.9%
1700	139	148	133	159	-6.1%	4.5%	-12.6%
<b>Shift 1</b>	<b>1357</b>	<b>1279</b>	<b>1310</b>	<b>1520</b>	<b>6.1%</b>	<b>3.6%</b>	<b>-10.7%</b>
1800	144	108	114	152	33.3%	26.3%	-5.3%
1900	109	121	79	115	-9.9%	38.0%	-5.2%
2000	86	102	80	108	-15.7%	7.5%	-20.4%
2100	94	94	71	86	0.0%	32.4%	9.3%
2200	77	79	60	85	-2.5%	28.3%	-9.4%
2300	60	55	62	65	9.1%	-3.2%	-7.7%
0000	62	48	60	35	29.2%	3.3%	77.1%
0100	44	43	39	34	2.3%	12.8%	29.4%
0200	40	44	35	33	-9.1%	14.3%	21.2%
0300	34	42	39	22	-19.0%	-12.8%	54.5%
0400	21	30	19	23	-30.0%	10.5%	-8.7%
0500	35	24	22	31	45.8%	59.1%	12.9%
<b>Shift 2</b>	<b>806</b>	<b>790</b>	<b>680</b>	<b>789</b>	<b>2.0%</b>	<b>18.5%</b>	<b>2.2%</b>
<b>Total</b>	<b>2163</b>	<b>2069</b>	<b>1990</b>	<b>2309</b>	<b>4.5%</b>	<b>8.7%</b>	<b>-6.3%</b>

## Calls for Service Summary

### Officer Initiated Events (Beat & Hour of Day)

	<u>YTD</u> <u>2026</u>	<u>YTD</u> <u>2025</u>	<u>YTD</u> <u>2021</u>	<u>YTD</u> <u>2016</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
<b>Location</b>							
Beat 1	7.6%	5.7%	7.5%	28.4%	32.9%	1.7%	-73.3%
Beat 2	5.3%	4.7%	5.2%	29.2%	12.5%	1.9%	-81.8%
Beat 3	9.3%	10.3%	10.6%	31.5%	-9.5%	-12.1%	-70.3%
Out of Town	0.4%	0.4%	0.6%	0.1%	7.9%	-34.9%	203.4%
<b>Hour of Day</b>							
0600	20	27	51	184	-25.9%	-60.8%	-89.1%
0700	46	93	87	484	-50.5%	-47.1%	-90.5%
0800	68	111	99	854	-38.7%	-31.3%	-92.0%
0900	77	121	107	719	-36.4%	-28.0%	-89.3%
1000	89	107	130	694	-16.8%	-31.5%	-87.2%
1100	72	124	135	547	-41.9%	-46.7%	-86.8%
1200	64	94	115	386	-31.9%	-44.3%	-83.4%
1300	66	82	136	316	-19.5%	-51.5%	-79.1%
1400	63	69	103	253	-8.7%	-38.8%	-75.1%
1500	50	69	124	336	-27.5%	-59.7%	-85.1%
1600	52	46	117	532	13.0%	-55.6%	-90.2%
1700	29	47	79	486	-38.3%	-63.3%	-94.0%
<b>Shift 1</b>	<b>696</b>	<b>990</b>	<b>1283</b>	<b>5791</b>	<b>-29.7%</b>	<b>-45.8%</b>	<b>-88.0%</b>
1800	56	76	152	430	-26.3%	-63.2%	-87.0%
1900	79	114	260	391	-30.7%	-69.6%	-79.8%
2000	92	102	211	312	-9.8%	-56.4%	-70.5%
2100	83	90	179	345	-7.8%	-53.6%	-75.9%
2200	102	96	190	260	6.3%	-46.3%	-60.8%
2300	81	93	174	258	-12.9%	-53.4%	-68.6%
0000	65	62	156	614	4.8%	-58.3%	-89.4%
0100	83	85	125	499	-2.4%	-33.6%	-83.4%
0200	62	50	93	432	24.0%	-33.3%	-85.6%
0300	45	31	63	410	45.2%	-28.6%	-89.0%
0400	25	24	33	361	4.2%	-24.2%	-93.1%
0500	20	8	18	255	150.0%	11.1%	-92.2%
<b>Shift 2</b>	<b>793</b>	<b>831</b>	<b>1654</b>	<b>4567</b>	<b>-4.6%</b>	<b>-52.1%</b>	<b>-82.6%</b>
<b>Total</b>	<b>1489</b>	<b>1821</b>	<b>2937</b>	<b>10358</b>	<b>-18.2%</b>	<b>-49.3%</b>	<b>-85.6%</b>

# Traffic Enforcement Summary

Traffic Stops							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
<b>Total</b>	NA	NA	NA	NA	0.0%	0.0%	0.0%
Citations							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
Moving Citation	380	268	601	319	41.8%	-36.8%	19.1%
Moving Warning	905	712	1192	400	27.1%	-24.1%	126.3%
<b>Total Moving</b>	<b>1285</b>	<b>980</b>	<b>1793</b>	<b>719</b>	<b>31.1%</b>	<b>-28.3%</b>	<b>78.7%</b>
Non-Moving Citation	318	211	300	141	50.7%	6.0%	125.5%
Non-Moving Warning	483	434	742	285	11.3%	-34.9%	69.5%
<b>Total Non-Moving</b>	<b>801</b>	<b>645</b>	<b>1042</b>	<b>426</b>	<b>24.2%</b>	<b>-23.1%</b>	<b>88.0%</b>
<b>Total Warning</b>	<b>1388</b>	<b>1146</b>	<b>1934</b>	<b>685</b>	<b>21.1%</b>	<b>-28.2%</b>	<b>102.6%</b>
<b>Total Citations</b>	<b>698</b>	<b>479</b>	<b>901</b>	<b>460</b>	<b>45.7%</b>	<b>-22.5%</b>	<b>51.7%</b>
<b>Total Enforcement Actions</b>	<b>2086</b>	<b>1625</b>	<b>2835</b>	<b>1145</b>	<b>28.4%</b>	<b>-26.4%</b>	<b>82.2%</b>
DUI Arrests							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
<b>Total</b>	<b>23</b>	<b>15</b>	<b>29</b>	<b>NA</b>	<b>53.3%</b>	<b>-20.7%</b>	<b>0.0%</b>
Category							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
ALCOHOL / CANNABIS	17	6	43	0	183.3%	-60.5%	0.0%
DISTRACTED	53	50	135	64	6.0%	-60.7%	-17.2%
EQUIPMENT	194	140	408	116	38.6%	-52.5%	67.2%
INSURANCE	129	96	149	64	34.4%	-13.4%	101.6%
LANE	95	47	91	55	102.1%	4.4%	72.7%
LICENSE	91	64	149	39	42.2%	-38.9%	133.3%
OTHER	13	18	47	9	-27.8%	-72.3%	44.4%
REGISTRATION	368	337	303	201	9.2%	21.5%	83.1%
SEAT BELT	9	6	3	3	50.0%	200.0%	200.0%
SIGNAL	31	22	48	29	40.9%	-35.4%	6.9%
SPEED	670	559	1189	386	19.9%	-43.7%	73.6%
STOP SIGN OR SIGNAL	358	233	229	157	53.6%	56.3%	128.0%
TURNING	30	22	21	12	36.4%	42.9%	150.0%
YIELD	28	25	20	10	12.0%	40.0%	180.0%

## Citizen Concern Summary

<u>Location</u>	<u>Issue</u>	<u>Dates Monitored</u>	<u>Police Response</u>
Farmingdale Drive 75 <sup>th</sup> Street to 79 <sup>th</sup> Street	Speeding	1/10/25 - 1/24/25	25 Observations / 534 Minutes 3 Warnings / 0 Citations
Walmart Exit to Lyman	Illegal Turn	2/18/26 - 3/18/26	58 Observations / 1525 Minutes 43 Warnings / 2 Citations
69 <sup>th</sup> / Wilmette	Stop Sign	3/11/26 - 4/22/26	4 Observations / 95 Minutes 2 Warnings / 0 Citations
7900 Blk Bailey Rd	Speeding	3/16/26 - 4/3/26	32 Observations / 700 Minutes 8 Warnings / 4 Citations
Lakeview Dr and Oakley Dr	Illegal Pass	3/20/26 - 4/24/26	18 Observations / 510 Minutes 4 Warnings / 4 Citations
Richmond Ave 71 <sup>st</sup> Street to 79 <sup>th</sup> Street	Speeding	4/6/26 - 4/20/26	16 Observations / 352 Minutes 2 Warnings / 0 Citations
Oldfield Rd and Meyer Wood Park	Speeding	4/13/26 - 4/27/26	15 Observations / 312 Minutes 10 Warnings / 0 Citations