

**POLICE COMMITTEE
AGENDA
February 3, 2011
6:00 P.M.
City Council Chambers
1702 Plainfield Road**

1. Call to Order
2. Approval of Minutes January 6, 2011 Meeting
3. Communication
4. Old Business
 - a. Booking & Towing Fee Ordinance
5. New Business
 - a. Purchase Agenda for Radio Fire Alarm System Monitoring Service Contract
 - b. Purchase Agenda for System 4000 Telemetry Siren Controllers
 - c. Agenda Memo Sale/Disposal of Surplus Property 2004 Nissan Altima
6. Department Report
 - a. Overview of Monthly Statistics
 - b. FYE12 Draft Budget
7. Public Comment
8. Next Meeting Date
Thursday, March 3, 2011, 6:00 p.m. City Council Chambers
9. Adjournment

**POLICE COMMITTEE
MEETING MINUTES
January 6, 2011**

1. Call to Order

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

Aldermen John Poteraske and John Galan.

Staff members in attendance: Chief of Police Robert Pavelchik, Deputy Chief David Skala, Deputy Chief Cooper

Guest/Residents in attendance:

Kevin Monaghan, 7509 Norman Drive, Darien

Police Sgt. Greg Cheaure

Police Officer William Greenaberg

Police Officer Mark Bozek

Patch Reporter Laura Williamson

2. Approval of Minutes

Alderman Galan made a motion to approve the minutes of the December 7, 2010 meeting; the motion was seconded by Alderman Poteraske. Minutes approved by a voice vote of three ayes.

3. Communications

There was no communications from the Aldermen.

In response to a request from this Committee, Deputy Chief Skala provided the Aldermen with three copies of police department training budgets: FYE10 (last year's budget), FYE11 (current budget), and FYE12 (draft of next year's budget). Alderman Galan commented that they FYE11 training budget of \$14,405 was significantly less than the FYE10 (\$57,600.10), and that the draft for FYE12 appears to include training that was passed over and deferred in FYE11. Deputy Chief Skala confirmed that the proposed budget for FYE12 will include training that was pulled for financial reasons in FYE11. Alderman Poteraske questioned why veteran staff members need to be trained, especially in a "down environment". Alderman Galan correctly hypothesized that because of the myriad of changes in laws and procedures, training must be updated on a regular basis. As the discussion over the proposed budget continued between the Aldermen, Alderman Poteraske continued to ask why the staff is proposing all this training in a down economy; he said he just doesn't understand. Deputy Chief Skala replied that much of this training had already been deferred once. In response to Chairman McIvor's question, Deputy Chief Skala told the Committee that the number 39 in the officer slot in the training budget is for both sworn and civilian training from Northeast Multi-Regional Training. Alderman Poteraske asked for an explanation of the Evidence and Property Conference. Deputy Chief Skala gave the Committee a brief overview on the aspects of property and evidence control from both a liability and evidentiary perspective. Chairman McIvor asked if a case could be lost over an issue from the property room; Deputy Chief Skala's answer was yes. In response to a Committee question about the Colt/AR Armorer Certification Course, Deputy Chief Skala explained that this will be a carry

over from FYE11. Skala continued to explain the philosophy of law enforcement training and in response to the repeated comments about “a down economy”, Skala continued to emphasize that the FYE12 training budget brings back training needs that were deferred from FYE11. Chairman McIvor identified a number clarification on the FY12 Training Sheet on the line for the Reed School of Interview. Alderman Poteraske asked for a breakdown of training issues that had additional travel fees attached to them somewhere else in the budget. Chairman McIvor asked Deputy Chief Skala if he thought the training request was a bare bones budget; Deputy Chief Skala responded that the training budget request is a well rounded training program for the department and that FYE11 was the bare bones budget. Alderman Galan summarized the FYE12 budget worksheet in terms of maintenance (need & must do) and discretionary (could live without).

4. Old Business

a. Booking & Towing Fee Ordinance

Chief Pavelchik updated the Committee on the status of this ordinance. The draft that staff prepared was forwarded to the City Attorney, who then reformatted the ordinance. Staff is currently reviewing the additions and changes of the City Attorney in addition to preparing a policy and procedure for this activity. Staff hopes to bring the finalized ordinance back to the Committee at the February 3, 2011 meeting.

5. New Business

a. Purchase Agenda Memo - Ammunition

Chief Pavelchik informed the Committee that there is no purchase to approve. The invoices that were sent from the vendor are informational of pending orders. No ammunition has been delivered; therefore, there is no bill to pay at this time.

6. Department Report

a. Overview of Monthly Statistics

Deputy Chief Skala directed the Committee to press releases they have received by e-mail and commented that vandalism of Christmas decorations was the low light of the period. Alderman Poteraske asked if the four officer staffing level had started; answer from the Chief, not until the shift change of January 17th.

b. Detective Division

Chief Pavelchik in response to the Committee’s request provided the Committee with materials from a textbook about policing. The pages provided a description of what detectives do. Alderman Poteraske had e-mailed the Chief several questions about the Darien detectives and the written answers of the Chief were provided to the Committee. Alderman Poteraske indicated his acceptance of the answers (a copy of the questions and answers will be attached to these minutes as directed by the Chairman).

7. Public Comment

There was no public comment.

8. Next Meeting Date

Chairman McIvor announced that the next Committee meeting will be on Thursday, February 3, 2011, 6:00 p.m. in the City Council Chambers. Alderman Poteraske asked if at the Police Committee Meeting (February 3rd), the entire FYE12 police budget would be available for review. Chief Pavelchik indicated that he would request the draft budget from City Administrator Vana for the Police Committee.

10. Adjournment

The Committee Meeting was adjourned at 6:41p.m., motion by Alderman Galan, second by Alderman Poteraske, motion carried by voice vote of three ayes.

Minutes Submitted by: Chief Robert Pavelchik

Approved: _____
Date

Alderman: _____
John Galan

Chairman: _____
Sylvia McIvor

Alderman: _____
John Poteraske

AGENDA MEMO
Police Committee
February 3, 2011

ISSUE STATEMENT

The Police Committee is requested to review and recommend City Council approval of the expenditure of funds for a Radio Fire Alarm System Monitoring Service Contract from Darien-Woodridge Fire Protection District.

BACKGROUND/HISTORY

The City of Darien police facility has a fire alarm system that is a local alarm; the alarm is not attached to the fire department because the building is staffed 24 hours a day. When dispatch services are moved from Darien the police facility will be vacant overnight and will be in need of a radio fire alarm monitoring system.

The Darien-Woodridge Fire Protection District provides radio fire alarm monitoring services. The monitoring fee is \$84.00 per month, payable quarterly in advance and due within 20 days of invoice date (\$252.00 per quarter). The monthly monitoring charge is subject to increase after January 1, 2015. The alarm monitoring fee includes installation and lease of the radio transceiver located at the City of Darien's monitored location, alarm monitoring and maintenance of the alarm receiver and radio network. Currently, the City Hall building has this system.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends Committee approval of the expenditure of funds for the fire alarm system monitoring service from the Darien-Woodridge Fire Protection District. There are sufficient funds in Line Item 01-40-4223 (Building Maintenance) for FYE11 and adequate funds have been proposed for this service in FYE12. If approved by the Council, this service will begin sometime before May 1, 2011.

ALTERNATE CONSIDERATION

The alternate consideration would be to remain on a local alarm system.

DECISION MODE

If approved by the Committee, this item will be placed on the February 22, 2011, City Council Agenda for formal Council approval.



FIRE ALARM SYSTEM MONITORING AGREEMENT

LEASE, MONITORING AND MAINTENANCE

This agreement made this _____ day of _____, 20____ by and between the Darien-Woodridge Fire Protection District, an Illinois municipal corporation, (“District”) and

Subscriber Name: _____ Name of occupancy to be monitored: _____ Address to be monitored: _____ (“monitored location”) _____	Billing Address _____ _____ _____
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1. **SYSTEM SERVICE:** The Subscriber agrees to obtain from the District a radio fire alarm system monitoring service during the term of this Agreement. The alarm monitoring fee includes installation and lease of the radio transceiver located at the Subscriber’s monitored location, alarm monitoring and maintenance of the alarm transceiver and radio network.
2. **TERM, PAYMENT, RENEWAL:** The Subscriber agrees to pay the District the following:

Monitoring Fee is \$84 per month, payable quarterly in advance, and due within 20 days of invoice date. The monthly monitoring charge is subject to increase as set forth in Paragraph 8. With the first payment, the Subscriber shall pay the pro rata portion of the charges for the quarter in which service commenced.

This Agreement shall be effective on _____, 20____ and remain in force unless terminated by either party in writing served by registered or certified mail, return receipt request requested, with not less than sixty (60) days advance notice.

3. **THE DISTRICT DISCLAIMER OF WARRANTIES:** THE DISTRICT DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR ITS MONITORING WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE DISTRICT HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE SUBSCRIBER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE OR IMPLY A WARRANTY. THE DISTRICT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT: (A) THE DISTRICT IS NOT AN INSURER; (B) THE SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE MONITORED LOCATION OR TO THE CONTENTS THEREOF; (C) AND THE SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 4 AND 5 WHICH SET FORTH LIMITATIONS OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO THE SUBSCRIBER OR ANYONE ELSE.
4. **THE DISTRICT IS NOT AN INSURER; LIMIT OF LIABILITY:** Since the District is not an insurer, insurance, if desired, is the sole responsibility of the Subscriber. The Subscriber acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber’s property or the property of others located at the monitored location. The District makes no guarantee or warranty, including any implied warranty of merchantability or fitness, that the equipment or services supplied will avert or prevent occurrences or events or the consequences therefrom which the system or service is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to, installation, service maintenance or monitoring or the failure of the system to properly operate, with resulting loss to the Subscriber because of, among other things:
 - A. The uncertain amount of value of the Subscriber’s property or the property of others kept at the monitored location which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - B. The uncertainty of the response time of any fire department, should a fire department be dispatched as a result of a signal being received or an audible device sounding;

- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by the District's failure to perform or by the equipment to properly operate; and
- D. The nature of the service to be performed by the District. The Subscriber understands and agrees that if, notwithstanding the above provisions, the District should be found liable for personal injury or property loss or damage due from failure the District to perform any of the District's obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, the District's liability shall be limited to a sum equal to the total of six (6) months charges or \$600 Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this Agreement or from negligence, active or otherwise, of the District or Chicago Metropolitan Fire Prevention Company (the District's vendor), and their agents, servants, assigns, employees, officers, officials, shareholders, directors, trustees, successors or assigns.

5. **THIRD PARTY INDEMNIFICATION:** In the event any person not a party to this Agreement makes any claim or files any lawsuit against the District or Chicago Metropolitan Fire Prevention Company for any reason relating to the District's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or non-operation of the alarm system, the Subscriber shall indemnify, defend and hold the District and Chicago Metropolitan Fire Prevention Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive negligence, express or implied contract, or warranty, contribution or indemnification, or strict or product liability on the part of the District or Chicago Metropolitan Fire Prevention Company, and their agents, servants, employees, officers, officials, shareholders, directors, trustees, successors and assigns.

This agreement by the Subscriber to indemnify the District and Chicago Metropolitan Fire Prevention Company against third party claims will not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of the District or Chicago Metropolitan Fire Prevention Company is on the Subscriber's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

6. **PRIOR AGREEMENTS:** The Subscriber represents that it is not under any enforceable agreement with any other party for alarm monitoring of any kind and description installed at the monitored premises and the Subscriber shall indemnify and save harmless the District and Chicago Metropolitan Fire Prevention Company against all claims, demands, suits, expenses and damages, by judgment or otherwise, which may be incurred as a result of or arising out of any agreement that the Subscriber may have entered into with any party for alarm monitoring of every kind and description. Subscriber shall pay all said sums, including reasonable attorney's fees, costs and expenses incurred in the enforcement of this provision.
7. **SETTING OF THE SYSTEM:** The Subscriber acknowledges that the service provided herein requires the setting of the alarm system which is the sole and exclusive responsibility of the Subscriber. Since the local protective system at the Subscriber's monitored location is not the property of the District and since that system is to be kept in working condition by the Subscriber's alarm company, the District is not be responsible, at any time, for its working condition, or its failure. The District is to only maintain in working order it's Remote Station Facility and Keltron Wireless Network and the radio transceiver located at the monitored location.
8. **INCREASE IN MONTHLY CHARGES:** District shall has the right, at any time after January 1, 2015, to increase its monthly charges to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and other charges and expenses, which are imposed on or incurred by the District and which relate to the services provided under this Agreement, and the Subscriber agrees to pay all increased monthly charges. The District agrees to notify Subscriber 90 days in advance of any increases in charges.
9. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, the District may impose and collect a delinquency charge of 1.5% per month (18% per annum), or the highest amount allowed under the law, whichever is less. If the alarm system is deactivated and if the Subscriber desires to have the system reactivated, the Subscriber agrees to pay in advance to the District a reconnect charge to be fixed by the District.
10. **CHANGE IN OWNERSHIP OF SUBSCRIBERS PREMISES:** The Subscriber may not assign this Agreement without the written consent of the District.
11. **ASSIGNEES/CONTRACTORS OF THE DISTRICT:** The District shall have the right to assign this Agreement to any person, firm or corporation without notice to the Subscriber and shall have the further right to contract for any services which it performs. The Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to the District's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to all assignees and contractors of the District, and that the Subscriber is bound with respect to the assignees or contractors with the same force and effect as they bind the Subscriber to the District.
12. **SELECTION OF SYSTEM COMPONENTS:** The District shall have no liability for the failure to install any equipment or system not designated to be installed in this Agreement.
13. **SUBSCRIBER'S PURCHASE ORDER:** The Subscriber acknowledges that if there is any conflict between this Agreement and the Subscriber's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
14. **ADDITIONS OR AMENDMENTS:** Any additions or amendments to this Agreement must be in writing signed by both parties. No verbal agreement shall alter the terms of this Agreement.
15. **ATTORNEY'S FEES:** In the event it becomes necessary for the District to institute legal proceedings to collect the cost of the monthly charges or to otherwise pursue the District's rights or enforce the Subscriber's obligation herein, the Subscriber shall pay the District's reasonable attorney's fees, costs and expenses.
16. **INVALID PROVISIONS:** In the event any term or provision of this Agreement is declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

17. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete, integrated and exclusive statement of its terms. This Agreement supercedes all prior representations, understandings, or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
18. NOTICES: All notices to be given hereunder shall be in writing and may be served, either personally or registered or certified mail, return receipt requested, postage prepaid at the addresses shown herein.
19. TESTING: The Subscriber shall annually test the complete fire alarm system for proper operation. The Subscriber must present proof of annual fire alarm testing by a licensed alarm company.
20. INSPECTION AND TEST SERVICE. If the Subscriber so requests, the District can provide information on the requirements for inspection and testing of the Subscriber's system on an annual, semi-annual, quarterly, or monthly basis.
21. RADIO ALARM STATUS: Should the radio unit at the monitored location malfunction, it could interfere with the proper operation of the entire network and other radio transmissions. Federal Communications Commission regulations mandate that the District have immediate access to the Subscriber's transmitter in the event of network interference. Accordingly, the Subscriber agrees to: (A) provide the District with immediate access to the monitored location as necessary; or (B) give the District immediate access on a 24 hour basis to the radio transmitter in the event of a malfunction which could affect other radio transmissions and the District agrees to give the Subscriber the maximum notice feasible in those circumstances. In the event the Subscriber refuses the District access, the Subscriber hereby authorizes the District to: (A) apply for an *ex parte* court order permitting access to fix or remove the transmitter, or (B) take whatever other steps it deems reasonable under the circumstances. The Subscriber agrees to pay all expenses, including reasonable attorney's fees and costs incurred in connection with such proceedings. The Subscriber waives the right to commence civil proceedings in the event the District enters the Subscriber's monitored location for the purpose of repairing or removing the radio transmitter.
22. CONNECTION REQUIREMENTS: The District desires to connect wireless radios into the system with little or no impact on the Subscriber. Before the District approves a wireless connection, the Subscriber shall ensure that the following connection requirements are in place:
 - A. The Subscriber's alarm system must be in good working order before the radio transmitter can be installed.
 - B. The Subscriber's alarm company must supply one of the following activation devices:
 - a) A reverse polarity module (12vdc to 24vdc) wired to an approved terminal strip type junction box located outside the alarm control panel.
 - b) Two (2) dry contact outputs; one for alarm activation and one for trouble activation. Dry contacts must be wired to an approved terminal strip type junction box located outside the alarm control panel.
 - c) The point of connection wires or terminals must be clearly tagged.
 - C. If the Subscriber's alarm company wishes to be present at the time of connection, it must schedule an appointment through Chicago Metropolitan Fire Prevention Company.
 - D. In the event the District is unable to perform the installation as requested due to circumstances beyond its control and a return visit is necessary, an additional return trip charge will be invoiced to the Subscriber.
23. EXCUSED FAILURE: Neither the District nor its contractors nor Chicago Metropolitan Fire Prevention Company will be responsible for delays, failures, or omissions under this Agreement due to any cause beyond their control, including, but not limited to, labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, judgment or law, or otherwise, acts of God, etc.
24. RECEIPT OF COPY: The Subscriber acknowledges receipt of a copy of this Agreement.
25. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of terms or conditions of this Agreement shall be proper only in the Circuit Court of DuPage County, Illinois.
26. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings are for convenience only and are not part of this Agreement and shall not be used in construing it.
27. AUTHORITY: Each signatory to this Agreement represents that he or she has the authority to enter into this Agreement.

This Agreement shall not be binding upon Darien-Woodridge Fire Protection District unless approved in writing by an authorized representative of the District. In the event of non-approval, the only liability of the District shall be to return to Subscriber the amount, if any, paid to the District by the Subscriber upon the signing of this Agreement.

SUBSCRIBER'S ACCEPTANCE:
 In accepting this Agreement, the Subscriber agrees to the terms and conditions contained herein, including any attached schedule of service. Attention is directed to the Warranty, Limit of Liability and other conditions.

Date _____ 20_____

Date _____ 20_____

Signature _____

Signature _____

Robert P Morris Director
 Name Printed or Typed Title

 Name Printed or Typed Title

For the Darien-Woodridge Fire Protection District
 7550 Lyman Ave
 Darien, IL 60561
 630-910-2207

AGENDA MEMO
Police Committee
February 3, 2011

ISSUE STATEMENT

The Police Committee is requested to review and recommend City Council approval of the expenditure of unbudgeted funds for the supply and installation of System 4000 Telemetry Siren Controllers compatible with the siren encoder at DU-COMM.

BACKGROUND/HISTORY

The City of Darien through the Darien Area Dispatch Center activates severe weather sirens when appropriate. When the dispatch center closes and DU-COMM is the public service access point, DU-COMM will activate the severe weather sirens. The radio controlled activation system currently being used is not compatible with the system used by DU-COMM and must be changed.

The System 4000 Telemetry System is on a dedicated siren frequency and uses encrypted time-stamped data transmissions for reliable communications between the encoder at DU-COMM and the sirens in Darien. The system is monitored by Fulton Technologies and tested every business day.

System 4000 Telemetry units and sensors must be added to each of three sirens in Darien @ \$4,150.00 each (quote attached). The total budgetary cost for three sirens would be \$12,450.00. The annual monitoring fee for Fulton Technologies to monitor and test Darien's siren system will be \$360.00 and is included free for the first year. They will also provide full preventive siren maintenance and complete repair services.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends Committee approval of the System 4000 Telemetry System in the amount of \$12,450.00 and the annual monitoring fee for Fulton Technologies in the amount of \$360.00. This is an unbudgeted expense in FYE11. Staff suggests that Line Item 01-40-4223 (Building Maintenance) be allocated for this expense.

ALTERNATE CONSIDERATION

Staff is not aware of any laws that mandate the City to maintain an emergency weather siren system; the City Council could abandon this practice.

DECISION MODE

If approved by the Committee, this item will be placed on the February 22, 2011, City Council Agenda for formal Council approval.

Item #5b

AGENDA MEMO
Police Committee
February 3, 2011

ISSUE STATEMENT

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

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned on E-Bay or disposed of:

1. 2004 Nissan Altima, VIN #1N4AL11D94C196923, Mileage 139,784

This was a seizure vehicle that was forfeited to the City of Darien by the Circuit Court of DuPage County. This vehicle has no use in City service.

The staff is requesting that the following property be declared as surplus and auctioned on E-Bay or disposed of.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends that the items listed above be declared surplus property and be auctioned or disposed of.

ALTERNATE CONSIDERATION

Not approving this ordinance at this time would be an alternate consideration.

DECISION MODE

If approved by the Committee, this item will be placed on the February 22, 2011 City Council Agenda for formal Council approval.

*Passage of this ordinance requires a three-fourths majority vote by the City Council.

REVIEWED BY CHIEF +
DEPUTY CHIEFS - SENT TO POLICE
COMM. FOR REVIEW 1-24-11

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, "TRAFFIC
REGULATIONS" BY ADDING NEW CHAPTER 7,
"ADMINISTRATIVE HEARING SYSTEM," AND NEW
CHAPTER 8, "SEIZURE AND IMPOUNDMENT OF
MOTOR VEHICLES THERETO**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS _____ DAY OF _____, 2010.

Published in pamphlet form by authority
of the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this ___ day
of _____, 2010.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9,"TRAFFIC REGULATIONS" BY ADDING NEW CHAPTER 7, "ADMINISTRATIVE HEARING SYSTEM," AND NEW CHAPTER 8,"SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES THERETO

WHEREAS, the City of Darien is a home rule unit of government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety and welfare of its citizens; and

WHEREAS, the commission of certain criminal and quasi-criminal offenses is made more egregious by the use of motor vehicles in the commission of such crimes; and

WHEREAS, the City has the authority to adopt all necessary police ordinances pursuant to Section 5/11-1-1 of the Illinois Municipal Code, 65 ILCS 5/11-1-1; and

WHEREAS, the City has the authority to provide by ordinance a system of administrative adjudication of City Code violations pursuant to Section 5/1-2.1-2 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-2; and

WHEREAS, the corporate authorities of the City of Darien find that it is in the best interests of the residents of the City to establish procedures for the seizure and impoundment of motor vehicles used in connection with illegal activity and to establish procedures to adjudicate

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9,"TRAFFIC REGULATIONS" BY ADDING NEW CHAPTER 7, "ADMINISTRATIVE HEARING SYSTEM," AND NEW CHAPTER 8,"SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES THERETO

the seizure and impoundment of motor vehicles used in connection with illegal activities and administrative penalties for such violations; and

WHEREAS, the corporate authorities of the City, pursuant to the City's home-rule authority, hereby adopts this Ordinance establishing a system of administrative adjudication of City Code violations and establishing procedures for the seizure and impoundment of motor vehicles used in connection with illegal activities and administrative penalties for such violations.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Title 9, "Traffic Regulations," of the Darien City Code, as amended, is hereby further amended by adding new Chapter 7, Administrative Hearing System," thereto to read as follows:

CHAPTER 7

ADMINISTRATIVE HEARING SYSTEM

SECTION:

- 9-7-1: Administrative Hearing System Established
- 9-7-2: Administrative Hearing Procedures Not Exclusive
- 9-7-3: Administrative Composition
- 9-7-4: Hearing Officer

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9, "TRAFFIC REGULATIONS" BY ADDING NEW CHAPTER 7, "ADMINISTRATIVE HEARING SYSTEM," AND NEW CHAPTER 8, "SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES THERETO

- 9-7-5: Violation Notice
- 9-7-6: Service of Notice
- 9-7-7: Hearings
- 9-7-8: Judicial Review
- 9-7-9: Debt to the City
- 9-7-10: Enforcement of Judgments

9-7-1 ADMINISTRATIVE HEARING SYSTEM ESTABLISHED:

(A) There is hereby established and created within the City an administrative hearing system to enforce and adjudicate violations of the following chapters of the Darien City Code ("Code"), as the same has been, and may, from time to time hereafter be amended:

*ADD
"P" +
"N" NEW*

1. Title 9, Chapter 8, " Seizure and Impoundment of Motor Vehicles".
2. Such other city ordinances and Code provisions as the Mayor and City Council may from time to time designate.

(B) The provisions of this Chapter shall apply to administrative adjudication proceedings to the extent that they are not inconsistent with the provisions of the Code which set forth specific procedures for the administrative adjudication of particular Code provisions.

9-7-2 ADMINISTRATIVE HEARING PROCEDURES NOT EXCLUSIVE: The provisions of this Chapter shall not preclude the City from using other methods or proceedings to enforce and adjudicate the Code or other ordinances of the City, including, without limitation, the institution of an action in the DuPage County Circuit Court or the United States District Court for the Northern District of Illinois, or any administrative proceeding.

9-7-3 ADMINISTRATIVE COMPOSITION: The administrative hearing system shall provide for one or more hearing officers, all with the power, authority and limitations set forth in this Chapter.

9-7-4 HEARING OFFICER:

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9, "TRAFFIC REGULATIONS" BY ADDING NEW CHAPTER 7, "ADMINISTRATIVE HEARING SYSTEM," AND NEW CHAPTER 8, "SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES THERETO

- (A) **Appointment.** The City Administrator shall appoint one or more qualified hearing officers to perform the functions set forth in this Section.
- (B) **Independent Contractor.** A hearing officer shall be employed as an independent contractor of the City and shall not be considered an employee of the City. A hearing officer may be removed, with or without cause, by the City Administrator.
- (C) **Qualifications.** To qualify as a hearing officer, an individual must:
 - 1. Be an attorney licensed to practice law in the State of Illinois for at least three (3) years;
 - 2. Be in good standing with the Illinois Supreme Court Attorney Registration and Disciplinary Commission;
 - 3. Complete a formal training program approved by the City Administrator and the City Attorney consisting of:
 - a. Instruction on the rules of procedure of the administrative hearings which they will conduct;
 - b. Orientation to each subject area of the Code that will be adjudicated;
 - c. Observation of administrative hearings; and
 - d. Participation in hypothetical cases, including ruling on evidence and issuing final orders.
- (D) **Compensation.** Authorization for compensation for a hearing officer shall be made by the Mayor and City Council through the City's annual budget process. Compensation shall be determined by the City Administrator within approved budget limitations.

NOTE
DO NOT
HAVE A
TRAINING PROGRAM

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(E) **Authority and Powers.** Hearing officers shall have all powers necessary to conduct fair and impartial hearings including, but limited to, the power to:

1. Hold conferences for the settlement or simplification of the issues;
2. Administer oaths and affirmations;
3. Hear testimony and accept evidence that is relevant to the allegation of the violation;
4. Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
5. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;
6. Issue a determination, based on the evidence presented at the hearing, of whether the violation occurred or exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply; and
7. Impose penalties consistent with the applicable Code provisions and assess costs upon finding a party liable for the charged violation as set forth in this Chapter.

9-7-5: **VIOLATION NOTICE:**

(A) A notice of violation ("violation notice") shall be issued by the persons authorized under this Chapter. The violation shall be certified and shall contain, but shall not be limited to, the following information: *DEFINITE*

1. The name of the party violating the Code or city ordinance;
2. The date and time the violation was observed;

*ISSUED
BY
ADMINISTRATIVE
OFFICER*

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- 3. The particular ordinance or Code violation violated;
 - 4. The name of any witness to the violation;
 - 5. The signature and identification number, if applicable, of the person issuing the notice; and
 - 6. The date and location of the administrative hearing on the violation(s), the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.
- (B) The correctness of facts contained in any violation notice shall be verified by the person issuing said notice by:
- 1. Signing his/her name to the notice at the time of issuance; or
 - 2. In the case of a notice produced by a computer device, by signing a single certificate, to be kept by the Records Department of the Darien Police Department, attesting to the correctness of all notices produced by the device while under his/her control.
- (C) *Police* All officers, as well as other specifically authorized individuals of any department of the City, shall have the authority to issue violation notices. *PROB. ONLY POLICE OFCS*
- (D) Any individual authorized to issue violation notices who detects a violation, is authorized to issue a violation notice thereof and shall serve the violation notice in the manner set forth in subsection 9-7-6 of this Chapter or as otherwise set forth in the Code.
- (E) Any violation notice issued, signed and served in accordance herewith, or a copy of the notice, shall be prima facie evidence of the correctness of the facts shown on the notice.

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USE
CASE
FOUNDER
DIFF. COLOR

- (F) The Records Department of the Darien Police Department shall retain the original or a facsimile of the violation notice and keep it as a record in the ordinary course of business.
- (G) The violation notice or a copy thereof shall be admissible in any subsequent administrative or judicial proceeding to the extent permitted by law.

9-7-6 SERVICE OF NOTICE:

(A) Service of any violation notice shall be made as follows:

POLICE OFFICE
RECORDS DEPT

- 1. Handing the notice to the registered owner, operator or lessee of the vehicle, if present; or
 - 2. Mailing the notice by certified mail to the registered owner, operator or lessee of the vehicle.
- (B) If service of notice is provided by mail for any violation notice or for any hearing notice, said service shall be deemed sent and shall be complete on the date the notice is deposited, postage prepaid, in the United States mail. The counting of any time period as set forth in the Code shall begin to run on the date the notice is deposited, postage prepaid, in the United States mail.

9-7-7 HEARINGS: All hearings conducted under the administrative hearing system shall be conducted by a hearing officer and shall be conducted in accordance with the following rules and procedures:

DIGITAL

- (A) A record of the hearing shall be made by tape recording or other appropriate means.
- (B) The parties may be represented by counsel, present witnesses, and cross-examine opposing witnesses.
- (C) The hearing officer may grant continuances only upon a finding of good cause.

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- (D) All testimony shall be given under oath or affirmation.
 - (E) Parties may request the hearing officer to issue, and the hearing officer shall have the authority to issue, subpoenas to direct the attendance and testimony of relevant witnesses and produce relevant documents.
 - (F) The formal and technical rules of evidence shall not apply. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
 - (G) In a hearing on the propriety of impoundment of a motor vehicle, any sworn or affirmed report that: (i) is prepared in the performance of a law enforcement officer's duties; and (ii) sufficiently describes the circumstances leading to the impoundment, shall be admissible evidence of the motor vehicle owner's liability, unless rebutted by clear and convincing evidence.
 - (H) Each hearing shall culminate in a determination of liability or non-liability by the hearing officer or a determination of liability based upon the failure of the defendant to appear at the hearing.
 - (I) The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with the Code. In addition, the hearing officer shall have the discretion to assess costs upon finding the defendant liable for the charged violation. In no event shall the hearing officer have the authority to : (i) impose a penalty of incarceration; or (ii) impose a fine in excess of \$1,000.00 for a violation.
SHOULD IT BE MORE THAN \$500
 - (J) The maximum monetary fine imposed under the Code shall be exclusive of costs of enforcement or costs incurred by the City to secure compliance with the City Code or ordinances, and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the City.
- 9-7-8 **JUDICIAL REVIEW:** Any final decision by a hearing officer that violation does or does not exist shall constitute a final determination for purposes of

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judicial review and shall be subject to review under the Illinois Administrative Review Law (735 ILCS 5/3-101 *et seq.*).

9-7-9 **DEBT TO THE CITY:** Any fine, penalty or part of any fine or penalty assessed in accordance with the provisions of the Code and remaining unpaid after the exhaustion of, or the failure to exhaust, administrative procedures under this Chapter and the conclusion of any judicial review procedures, shall be a debt due and owing the City, and, as such may be collected in accordance with applicable law.

9-7-10 ENFORCEMENT OF JUDGMENTS:

- (A) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the hearing officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.
- (B) In any case in which a defendant has failed to comply with a judgment imposing any fine or sanction as a result of a code violation, any expenses incurred by the City to enforce the judgment, including , but not limited to attorney's fees, and court costs, after they are fixed by a court of competent jurisdiction or a hearing officer, shall be a debt due and owing the City and may be collected in accordance with applicable law. Prior to any expenses being fixed by a hearing officer pursuant to this subsection (B), the City shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative hearing officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by mail, the 7-day period shall begin to run on the date that the notice was deposited in the mail.
- (C) Upon being recorded in the manner required by the Illinois Code of Civil Procedure, 735 ILCS 5/12-101, *et seq.*, a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and

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owing the city under this Section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.

- (D) A hearing officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within twenty-one (21) days after the issuance of the order of default, if the hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner established that the City did not provide proper service of process. If any judgment is set aside pursuant to this subsection (D), the hearing officer shall have the authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the City as a result of the vacated default judgment.

SECTION 2: Title 9, "Traffic Regulations," of the Darien City Code, as amended, is hereby further amended by adding new Chapter 8," Seizure and Impoundment of Motor Vehicles," thereto to read as follows:

CHAPTER 8

SEIZURE AND IMPOUNDMENT OF VEHICLES

- 9-8-1: Definitions
- 9-8-2: Conduct Prohibited
- 9-8-3: Exceptions
- 9-8-4: General Regulations
- 9-8-5: Notice of Impoundment and Preliminary Hearing
- 9-8-6: Preliminary Hearing
- 9-8-7: Administrative Hearing
- 9-8-8: Administrative Penalty

9-8-1 **DEFINITIONS:** The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context indicates a different meaning:

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- (A) Business Day. Any day in which the office of the City Clerk of the City of Darien is open to the public for a minimum of seven (7) hours.
- (B) Motor Vehicle. Any vehicle which is self-propelled, including but not limited to automobiles, trucks, vans, motorcycles and motor scooters.
- (C) Owner of Record or Owner. The record title holder(s) of a motor vehicle as registered with the Secretary of State of the State of Illinois, or if not registered in Illinois, the particular state where the motor vehicle is registered.

9-8-2 **CONDUCT PROHIBITED:** A motor vehicle operated with the permission, express or implied, of the owner of record, shall be declared a public nuisance and shall be subject to seizure and impoundment under this Chapter where such motor vehicle is used in connection with any of the following violations or the commission of any of the following violations makes impoundment of the motor vehicle necessary as a community care taking function so that the motor vehicle does not jeopardize public safety and the efficient movement of vehicular traffic. The owner of said motor vehicle shall be liable to the City for an administrative penalty of \$500.00 in addition to any towing and storage fees, and other fees deemed applicable. It shall not be necessary for criminal charges to be filed, prosecuted, and/or proven in order to demonstrate that one of the following violations has been committed:

- NOTE →
- (A) Any motor vehicle which is used by a person during the aiding or abetting or commission of a misdemeanor, felony or forcible felony as those terms are defined in the Illinois Criminal Code, 720 ILCS 5/2-7, 2-8 and 2-11.
 - (B) Any motor vehicle that is used in the commission of prostitution as defined in the Illinois Criminal Code, 720 ILCS 5/11, *et seq.*, solicitation of a prostitute or a sexual act as defined in said Code, pimping or juvenile pimping as defined in said Code, or exploitation of a child as defined in said Code.
 - (C) Any motor vehicle that is used in the commission of the following offenses set forth in Article 12 of the Illinois Criminal Code, 720 ILCS 5/12, *et seq.*: (i) aggravated assault (5/12-2); (ii) aggravated battery (5/12-4); (iii) aggravated

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battery with a firearm (12/5-4.2); (iv) aggravated battery of a child (12/5-4.3); and aggravated battery of a senior citizen (12/5-12-4.6).

- (D) Any motor vehicle that is used in the commission of retail theft as defined in the Illinois Criminal Code, 720 ILCS 5/16A-3, when the value of the merchandise taken exceeds one hundred fifty dollars (\$150.00).
- (E) Any motor vehicle that is used in the commission of the following offenses set forth in Article 19 of the Illinois Criminal Code, 720 ILCS 5/18, *et seq.*: (i) robbery (5/18-1); and (ii) armed robbery (5/18-2).
- (F) Any motor vehicle used in the commission of arson as defined in the Illinois Criminal Code, 720 ILCS 5/20, *et seq.*, and in connection with the unlawful possession and transportation of explosives or explosive or incendiary devices in violation of 720 ILCS 5/20-2.
- (G) Any motor vehicle used in the commission of the following offenses set forth in Article 21 of the Illinois Criminal Code, 720 ILCS 5/21, *et seq.*: (i) criminal damage to property (5/21-1); (ii) criminal damage of fire fighting apparatus, hydrants or equipment (5/21-1.1); (iii) institutional vandalism (5/21-1.2); criminal defacement of property (5/21-1.3); and criminal damage to government supported property (5/21-4).
- (H) Any motor vehicle used in the unlawful use of weapons in violation of 720 ILCS 5-24, *et seq.*, ("Deadly Weapon") of the Illinois Criminal Code, or that contains a firearm or ammunition for which a Firearms Owner's Identification Card is required under the Illinois Owners Identification Card Act, 430 ILCS 65/0.01, *et seq.*
- (I) Any motor vehicle used in the commission of mob action as defined in the Illinois Criminal Code, 720 ILCS 5/25-1.
- (J) Any motor vehicle otherwise subject to seizure and impoundment pursuant to 720 ILCS 5/36-1.

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✓ ANY AMOUNT? NOT JUST STREETS / RESIDUAL

(K) Any motor vehicle that contains any cannabis or controlled substance, as defined in the Illinois Cannabis Control Act, 720 ILCS 550/1, *et seq.*, and the Illinois Controlled Substances Act, 720 ILCS 570/100, *et seq.*, or that is used in the possession, delivery, trafficking, purchase, attempt to purchase, sale or attempt to sell such cannabis or controlled substances in violation of said Acts.

(L) Any motor vehicle used in the sale or delivery of drug paraphernalia or the unlawful possession of drug paraphernalia in violation of the Drug Paraphernalia Control Act, 720 ILCS 600/1, *et seq.*

(M) Any motor vehicle which is operated by a person who does not own a valid Illinois driver's license or permit or a restricted driver's permit in violation of 625 ILCS 5/6-101(a), of the Illinois Vehicle Code; except said violation does not include instances where a driver's license was validly issued to the vehicle operator but has expired for a period of less than one (1) year.

PROBABLY SHOULD NOT TOW FOR PERMISSIVE VIOLATION

(N) Any motor vehicle which is operated by a person driving while his/her driver's license, permit or privilege to operate a motor vehicle is suspended or revoked in violation of 625 ILCS 5/6-303 of the Illinois Vehicle Code. For purposes of this subsection, the terms "revoked" or "suspended" when used in context of driving privileges or driver's licenses, shall have the same meaning as contained on the Illinois Vehicle Code, 625 ILCS 5/6-100, *et seq.*

1. Any person who is in violation of 7-601 of the Illinois Vehicle Code, 625 ILCS 5/7-601, relating to mandatory insurance requirements, shall have his/her motor vehicle immediately impounded.

(O) Any motor vehicle which is operated by a person when such vehicle is used by the person in aggravated fleeing or attempt to elude a law enforcement officer in violation of 625 ILCS 5/11-204.1.

(P) Any motor vehicle which is operated by a person who is under the influence of alcohol, other drug or drugs, intoxicating compound or compounds, or any combination thereof, in violation of 625 ILCS 5/11-501(a) of the Illinois Vehicle Code.

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1. The maximum amount of time allowed for the impoundment of such vehicle under this subsection is 12 hours after the time of arrest of the driver of the vehicle pursuant to section 4-203(e) of the Illinois Vehicle Code, 625ILCS 5/4-203(e).

- (Q) Any motor vehicle which is operated by a person driving against whom a warrant has been issued by the Circuit Court in Illinois for failing to answer charges that the driver violated subsection 9-8-2(N) or 9-8-2(P) above.
- (R) Any motor vehicle which is operated by a person who commits reckless driving as defined in 625 ILCS 5/11-503 of the Illinois Vehicle Code.
- (S) Any motor vehicle which is operated by a person who is engaging in street racing as defined in 625 ILCS 11-506 of the Illinois Vehicle Code.
- (T) Any motor vehicle which is operated by a person when such vehicle's registration is cancelled, suspended or revoked in violation of 625 ILCS 5/-702 of the Illinois Vehicle Code.
- (U) Any motor vehicle which is operated by a person when such vehicle is being operated with a false, fraudulent, stolen or altered registration in violation of 625 ILCS 5/3-703 of the Illinois Vehicle Code.
- (V) Any motor vehicle which is operated by a person when such vehicle's registration is suspended for noninsurance in violation of 625 ILCS 5/3-708 of the Illinois Vehicle Cod.
- (W) Any motor vehicle which is operated by a person who presents or displays a false insurance card to a law enforcement officer, court, or officer of the court in violation of 625 ILCS 5/3-710 of the Illinois Vehicle Code.
- (X) Any motor vehicle that has any alcoholic beverage which is not in its original container and/or has its seal broken in the passenger area of the vehicle in violation of 625 ILCS 5/11-502 of the Illinois Vehicle Code.

✓
OPEN ALCOHOL - - 14 -
NOT DUE

✓ YES OR NO - TOW

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 (Y) Any motor vehicle that is used by a person engaged in the business of scavenging or in the business of collecting or disposing of garbage, refuse or ashes who has not first secured a license therefor in violation of Section 7-1-2 of the Darien City Code or is used by a person for the purpose of dumping refuse in violation of Sections 7-1-3 or 7-3-1(i) of the Darien City Code.

9-8-3 **EXCEPTIONS:** This Chapter shall not apply to:

- (A) A vehicle used in any of the violations set forth in Section 9-8-2 of this Chapter that was stolen at the time and the theft was reported to the appropriate law enforcement authorities within twenty-four (24) hours after the theft was discovered or reasonably should have been discovered;
- (B) If the vehicle is operating as a common carrier and the violation occurs without the knowledge of the person in control of the vehicle; or
- (C) With respect to subsections 9-8-2(H), (K) or (L) of this Chapter, the owner proves the item(s) found is not unlawful.

← WEAPONS / DRUGS

9-8-4 **GENERAL REGULATIONS:** .

- (A) This Chapter is in addition to and shall not replace or otherwise abrogate any existing federal or state laws or City codes or ordinances pertaining to the seizure, towing and/or impoundment of motor vehicles.
- (B) The owner of record of the motor vehicle shall be subject to the administrative penalty set forth in this Chapter in addition to any penalties that may be assessed by a court of law for any criminal charges in connection with said violation.
- (C) The owner of record is responsible for paying fees for towing and storage of a vehicle towed and impounded pursuant to this Chapter, in addition to the \$500.00

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administrative penalty imposed by Section 9-8-2 of this Chapter. The fees for towing and storage of a motor vehicle under this Chapter shall be those approved by the Chief of Police for all towers authorized to tow for the City of Darien Police Department.

9-8-5: NOTICE OF IMPOUNDMENT AND PRELIMINARY HEARING:

- (A) **Notice.** Whenever a police officer determines that a motor vehicle is subject to seizure and impoundment pursuant to this Chapter, the police officer shall provide for the towing of the vehicle to a facility authorized by the Chief of Police. Before or at the time the vehicle is towed, the police officer shall notify any person identifying him/herself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, and who is physically present at the scene, of the alleged violation, seizure and impoundment of the vehicle and the owner's right to request a preliminary vehicle impoundment hearing to be conducted pursuant to this Chapter. If the owner is present at the scene, the police officer shall inform the owner that he/she has the right to make a written request for a preliminary vehicle impoundment hearing within forty-eight (48) hours of the seizure in accordance with Section 9-8-6 of this Chapter. If the owner of the vehicle is not present at the scene, the City shall send the owner written notice of the seizure and impoundment by certified mail, return receipt requested, at the address listed on the owner's vehicle registration within twenty-four (24) hours of the impoundment, excluding Saturdays, Sundays and City holidays. Said notice shall inform the owner that he/she has the right to request a preliminary impoundment hearing within forty-eight (48) hours of the owner's receipt of the notice in accordance with Section 9-8-6 of this Chapter.
- (B) **Impoundment Pending Hearing.** Said motor vehicle shall be impounded pending the completion of the preliminary vehicle impoundment hearing provided for in Section 9-8-6 of this Chapter, unless the owner of the vehicle posts with the City a cash bond, or pays by money order or certified check with the City of Darien Police Department the amount of \$500.00 plus any accrued towing and storage charges.

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9-8-6: **PRELIMINARY HEARING:** If the owner of record of a motor vehicle seized and impounded pursuant to this Chapter desires to appeal the seizure, said owner must make a request for a preliminary vehicle impoundment hearing within forty-eight (48) hours of the seizure, or within forty-eight (48) hours of receipt of notice by the owner of the vehicle if the owner is not present at the time of the seizure. Said request shall be in writing and filed with the Chief of Police or his duly authorized designee who shall conduct such preliminary hearing within forty-eight (48) hours after receipt of the request, excluding Saturdays, Sundays and City holidays. All interested persons shall be given a reasonable opportunity to be heard at the preliminary vehicle impoundment hearing. The formal rules of evidence shall not apply at the hearing and hearsay evidence will be admissible only if it is the type commonly relied upon by reasonably prudent persons in the conduct of their affairs. If, after the hearing, the Chief of Police or his duly authorized designee determines there is probable cause to believe the vehicle is subject to seizure and impoundment pursuant to this Chapter, the Chief of Police or his duly authorized designee shall order the continued impoundment of the vehicle as provided in this Chapter, unless the owner of the vehicle posts with the City, a cash bond, or pays by money order or certified check, the amount of \$500.00 plus any applicable towing and storage fees. If the Chief of Police or his duly authorized designee determines there is no probable cause for the seizure and impoundment of the vehicle pursuant to this Chapter, the vehicle will be returned to the owner without penalty or other fees.

NOT JUDGE - CHIEF OR DESIGNEE
YES OR NO - THEN CAN ASK FOR FORMAL HEARING

9-8-7: **ADMINISTRATIVE HEARING:**

- (A) **Notice.** Unless the owner of the motor vehicle prevails at a preliminary vehicle impoundment hearing held pursuant to Section 9-8-6 of this Chapter, or the owner of record affirmatively waives his/her right to an administrative hearing, within five (5) business days after a motor vehicle has been seized and impounded pursuant to this Chapter, the City shall notify the owner of record by personal service or certified mail, return receipt requested, of the date, time and location of the scheduled hearing that will be conducted pursuant to this Section. The name and address of the person to whom a vehicle is registered as shown on the records of the state in which the vehicle is registered shall be conclusive evidence of the name and address of the owner of record of the vehicle, unless the owner of record has given the City actual written notice of a different name and/or address.

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The notice shall state the penalty and fees that may be imposed, and that a motor vehicle not released by cash bond or other form of payment acceptable to the City may be sold or disposed of by the City in accordance with applicable law.

- (B) **Hearing.** The administrative hearing shall be scheduled, unless the owner prevailed at the preliminary vehicle impoundment hearing, affirmatively waives the administrative hearing, or the hearing is continued by order of the hearing officer, no later than thirty (30) days after the motor vehicle is seized. The hearing shall be conducted and the case heard and decided by a hearing officer appointed by the City as provided in Title 9, Chapter 7, Administrative Hearing System, of the City Code. If, after the hearing, the hearing officer determines by a preponderance of the evidence that the motor vehicle, operated with the permission, express or implied of the owner, was used in connection with a violation set forth in this Chapter, the hearing officer shall enter an order finding the owner of record civilly liable to the City for an administrative penalty in an amount not to exceed \$500.00 and requiring the vehicle to continue to be impounded until the owner pays the administrative penalty to the City plus any applicable towing and storage fees. ~~If the owner fails to appear at the hearing, the hearing officer shall enter a default order in favor of the City, requiring the payment to the City of an administrative penalty in the amount of \$500.00. A copy of the default order shall be sent to the registered owner via certified mail, return receipt requested.~~ If a cash bond or other acceptable form of payment has been posted, that amount shall be applied to the amount owed. If the hearing officer finds by a preponderance of the evidence that the vehicle was improperly seized and impounded pursuant to this Chapter, the hearing officer shall order the immediate return of the owner's vehicle along with any previously paid cash bond and any additional fees.

30 →
DAYS -
HOPEFULLY
WILL ONLY
HAVE (ONE)
DATE
PER MONTH

RECORDS →
TO
HANDLE

- (C) **Driving While Intoxicated; Standard of Evidence.** A sworn report of a police officer prepared in conformity with Section 11-5-1.1 of the Illinois Vehicle Code, 625 ILCS 5/11-501.1, establishing that a person refused testing or has submitted to a test that discloses a blood alcohol concentration of 0.08 or more, or any amount of a drug, substance, or intoxicating compound in the person's breath, blood or urine resulting from the unlawful use or consumption of cannabis listed in the Cannabis Control Act, controlled substance listed in the Controlled

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Substances Act, or an intoxicating compound listed in the Use of Intoxicating Compounds Act, shall constitute prima facie evidence under this Chapter sufficient to establish a finding of the vehicle owner's liability under this Chapter. The presumption may be rebutted by clear and convincing evidence.

9-8-8: ADMINISTRATIVE PENALTY:

- (A) **Liability for Administrative Penalty and Costs.** If an administrative penalty is imposed pursuant to this Chapter, such penalty shall constitute a debt due and owing the City. If a cash bond or other form of monetary payment acceptable to the City has been posted pursuant to this Chapter, such amount shall be applied to the total penalty assessed at the hearing. If a motor vehicle has been impounded when such an administrative penalty has been imposed, the City may seek to obtain a judgment on the debt and enforce such judgment against the vehicle as provided by law. Except as provided otherwise in this Chapter, a vehicle shall continue to be impounded until: (i) the administrative penalty is paid to the City and any applicable towing and storage fees are paid to the tower, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle; or (ii) the vehicle is sold or otherwise disposed of to satisfy a judgment to enforce a lien as provided by law. If the administrative penalty and other applicable fees are not paid within thirty (30) days after an administrative penalty is imposed against the owner of record who defaults by failing to appear at the hearing, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles. In all other cases, if the administrative penalty and other applicable fees are not paid within thirty (30) days after the expiration of time in which administrative review of the hearing officer's determination may be sought, or within thirty days (30) after an action seeking administrative review has been resolved in favor of the City, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided for the disposition of unclaimed vehicles under section 4-208 of the Illinois Vehicle Code, 625 ILCS 5/4-208; provided, however, where proceedings have been instituted under state or federal drug asset forfeiture laws, the vehicle may not be disposed of by the City except in a manner consistent with the disposition of vehicles that is provided for in those proceedings.

UN CLAIMED - JOURNAL

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9, "TRAFFIC REGULATIONS" BY ADDING NEW CHAPTER 7, "ADMINISTRATIVE HEARING SYSTEM," AND NEW CHAPTER 8, "SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES THERETO

CFETW →
HOLDRENS -
WIKED TO
PAY \$1500

(B) ~~Vehicle Possession~~ Except as otherwise specifically provided by law, no owner, lienholder, or other person shall be legally entitled to take possession of a vehicle impounded under this Chapter until the administrative penalty and other applicable fees under this Chapter have been paid in full. However, whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he/she agrees in writing to refund the City the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lienholders of record, not to exceed the administrative penalty plus applicable fees.

SECTION 3: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ___ day of ___, 2010.

AYES: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9,"TRAFFIC REGULATIONS" BY ADDING NEW CHAPTER 7, "ADMINISTRATIVE HEARING SYSTEM," AND NEW CHAPTER 8,"SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES THERETO

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE

COUNTY, ILLINOIS, this _____ day of _____, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

G:\rncj\ DAR\ORDRES\Amend Title 9, and Ch 7 & 8.wpd

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9,"TRAFFIC REGULATIONS" BY ADDING NEW CHAPTER 7, "ADMINISTRATIVE HEARING SYSTEM," AND NEW CHAPTER 8,"SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES THERETO



November 19, 2010

Diane Daly
Darien Police Department
1710 Plainfield Road
Darien, Illinois 60561
630-353-8142
ddaly@darienil.us

Re: System 4000 Telemetry Information

Dear Ms. Daly:

We are pleased to provide a proposal to Darien Police Department for the supply and installation of System 4000 Telemetry Siren Controllers compatible with the siren encoder at Du-Comm dispatch agency.

I have included information on the System 4000 Telemetry system for your review. The System 4000 telemetry system is on a dedicated siren frequency and uses encrypted time-stamped digital data transmissions for reliable communications between the encoder and sirens. The system is monitored by Fulton Technologies and tested every business day. Reports are sent every Monday and the first Tuesday of the month to inform you of the siren status. Also, history of activations and siren status will be available at your request should you ever need to reference the information.

System 4000 telemetry units and sensors can be added to each siren for \$4150.00 each. An optional System 4000 Siren Controller to activate the units will cost approximately \$6500 installed. Since Du-Comm will be providing your dispatching services, the controller is not mandatory but will be available if you decide to install one. The total budgetary cost for three sirens would be \$12,450.00. The annual monitoring fee for Fulton Technologies to monitor and test your siren system will be \$360 and is included free for the first year. We also provide full preventive siren maintenance and complete repair services, please contact me to request a quote.

Should you have any questions, or require further information, please contact me.

Sincerely,
FULTON TECHNOLOGIES INC.

John Vistine
Technical Services



SYSTEM 4000 SIREN TELEMETRY SYSTEM

Prior to telemetry, sirens were typically activated by one-way radio signals. When the siren heard the signal via its radio, it would decode the signal and command the siren to operate. Verification of actual siren operation was accomplished by having someone stand by each siren and listen. This requires dedicated personnel to wait by each siren during the test to determine if the siren ran successfully, not to mention that during an actual emergency, no one would be monitoring the siren for proper operation. Most sirens today are tested only once a month, no one actually knows the rest of the time if the siren is actually operational. Following the monthly test, a loss of power, storm damage, or siren malfunction would go unnoticed until the next monthly test or emergency activation.

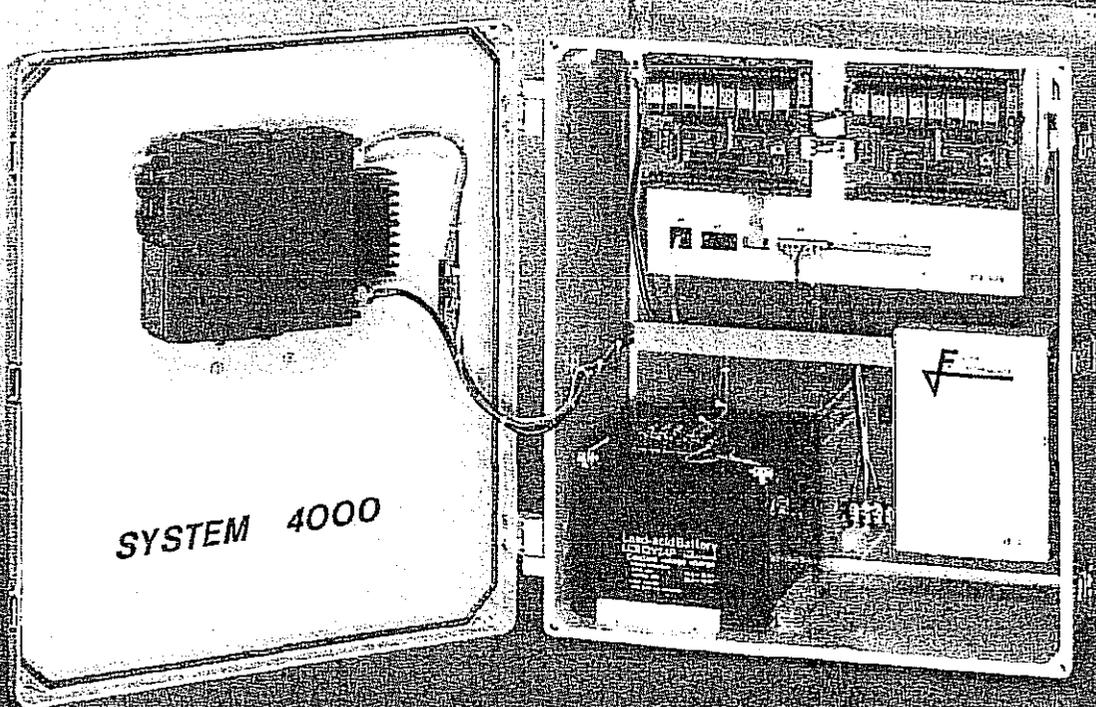
It was not until the nuclear power industry, with its hundreds of remote sirens, requested a means of monitoring and testing its sirens on a 24 hour basis, did telemetry finally evolve into today's modern siren warning system. Since the Three Mile Island incident, Fulton Contracting Co. working closely with the nuclear industry, designed and installed the largest two-way siren monitoring and control system in the world. Fulton Technologies Inc., from its Roselle facility, presently monitors and tests hundreds of sirens and control stations throughout several states. From loss of AC power, intrusion, motor, battery status, and weather information, the System 4000 polls, interprets, and sends information back and forth between the computer and siren sites.

The System 4000 consists of a centralized computer which performs the monitoring, testing and data storage. Remote Terminal Units known as RTU's, are installed at each siren. The siren status is monitored by the RTU's various sensors and sent back to the Central Computer. From this information, the Central Computer determines if the sirens operation is satisfactory or requires service. Activation of the sirens can be initiated from the Central Computers menu or a remote pushbutton panel. Simplicity and ease of operation are two important features of the System 4000.

FULTON TECHNOLOGIES

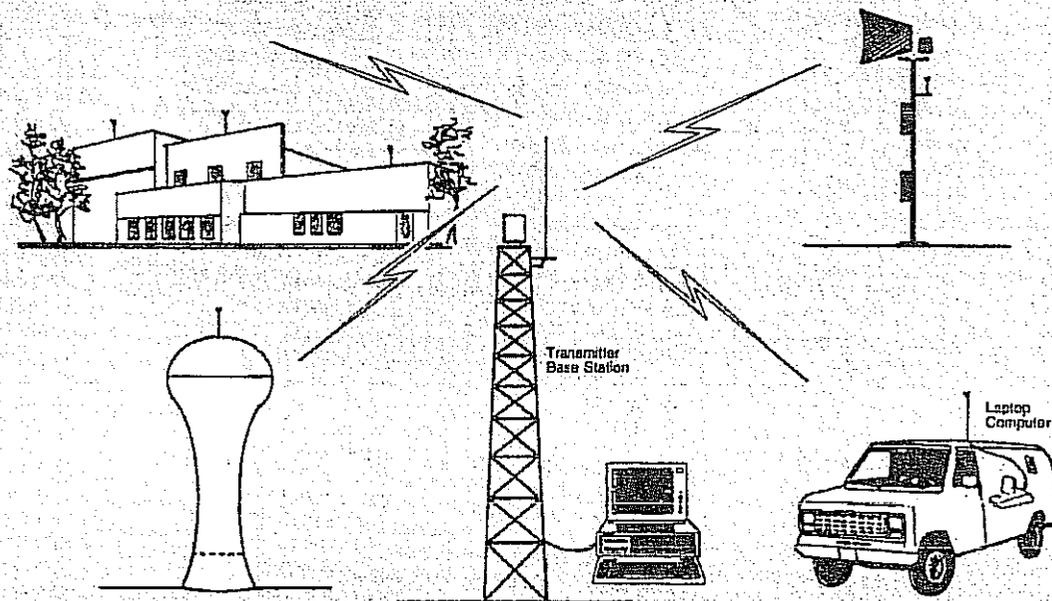
SYSTEM 4000

REMOTE
MONITORING
MEASUREMENT
AND CONTROL



== FULTON TECHNOLOGIES ==

SYSTEM 4000



Fulton Technologies' System 4000 is a powerful yet cost effective solution for today's remote monitoring, measurement and control needs. Designed for both turnkey and custom design applications, the System 4000 integrates proven radio telemetry and microcomputer technology into a unique remote monitoring and control tool. The System 4000 operates where hardwire or land lines are unavailable and offers an excellent alternative to rapidly escalating costs of leased lines. The System 4000's PC compatible software is designed to be "User Friendly" with easy to understand menus and prompts.

The System 4000 remote units are rugged microcontrollers utilizing low current CMOS integrated components. An on-board FSK modem provides a 1200 baud link for radio communications. For monitoring and control there is a standard 32 channels of digital I/O and 8 channels of 12 bit analog I/O. All remote units are of a modular design to facilitate system flexibility, installation, expansion, and repair. Opto isolation, battery backup, RS-232 interface and surge protection are all standard features. The System 4000 has a growing line of expansion products designed to meet most data acquisition and control applications.



COMPANY BACKGROUND

Fulton Contracting Company can best be described as a specialty electrical contractor. Fulton has gained a reputation over the years as a company able to undertake and complete difficult projects and to do them both efficiently and cost effectively. The company's innovative approach to projects, along with its extensive facilities and specialized equipment inventory, has resulted in its becoming an industry leader.

Primarily because of Fulton's reputation, it was sought out in 1981 by the Metropolitan Edison Division of General Public Utilities in Middletown, Pennsylvania, to install the country's first Prompt Notification System (PNS) in accordance with the then adopted NUREG 0654, Appendix 3. This project, at GPU's Three Mile Island generating station, provided for the installation of 80 warning sirens and radio control modules along with the associated control units.

Fulton Contracting Company has also installed the radio controlled warning siren system for Commonwealth Edison Company in Chicago, Illinois, the largest owner of nuclear power generating stations in the United States. During related projects over a period of eight years, the company installed 420 units and communication modules as well as a number of repeater and computer control units for this utility. Fulton has a contract to monitor and maintain Commonwealth Edison's warning siren system and also serves as a consultant to this utility on matters relating to these systems.

The company's capabilities extend far beyond the ability to simply install siren warning systems according to the customer specifications. The company has the expertise to conceptualize and design systems to meet the unique needs of a variety of clients. In 1983, the company began research and development on radio telemetry applications for warning systems. It was apparent to Fulton's management that existing hard-wire or leased-line concepts were inadequate to fulfill the requirements of a state-of-the-art siren monitoring and control system. To overcome the shortcomings of these concepts, Fulton's design utilizes two-way radio technology, controlled by computers, as the foundation to create the most advanced system available today. Additionally, these systems are the most cost effective, flexible, and user-friendly systems on the market.

In addition to performing ongoing maintenance for many of the siren systems installed by the company, Fulton has maintenance agreements with a number of utilities and municipalities throughout Iowa, Wisconsin, Illinois, Indiana, and Michigan. Fulton's maintenance and repair programs provide its customers with a level of service unmatched in the industry due to its unique capabilities and prompt attention to customers' needs.

The company's management serves as consultants to several utilities, municipalities and industrial clients, throughout the Midwest, regarding warning siren systems and their monitoring and control aspects.

Fulton has also installed underground power distribution systems, automatic parking controls and various other projects for a variety of Federal agencies, which include the U.S. Department of Energy, the National Weather Bureau, and the U.S. Navy. While installing IFR and VRF landing approach systems for the Federal Aviation Administration, the company participated in their Value Incentive Engineering Program and initiated dramatic cost-saving techniques in the procedures used to install instrument landing facilities.



EQUIPMENT

Fulton Contracting Company maintains a large fleet of specialized equipment designed to satisfy the needs of its customers. Much of this equipment has been custom designed or modified by Fulton's staff of mechanics to meet the requirements of specific applications. Equipment inventory includes light and medium duty service vehicles, large-scale equipment haulers, cranes, drilling and digging equipment. Fulton also owns the largest fleet of aerial personnel lift equipment of any privately-owned company in the Midwest. These include 50-, 70-, 100- and 120-foot aerial lifts.

All vehicles and equipment are maintained by company personnel in a 35,000 square foot service facility. All facets of maintenance are performed in-house. This includes routine service, engine overhauls and body and fender work. The company's staff of mechanics has developed their expertise to such an extent that owners of similarly specialized equipment rely on Fulton to repair and service their equipment.

FACILITIES

Fulton Contracting Company occupies a modern, 35,000 square foot office and shop complex, surrounded by a six-acre storage yard, at 160 North Garden Avenue in Roselle, Illinois. The shop includes areas for custom fabricating, machining, sandblasting, painting, and light- and heavy-duty equipment repair.

Fulton Contracting Company moved to its present location in 1973. It was incorporated in Illinois in 1975.

This complex is continually upgraded and expanded to prepare for future requirements of the company.

RECENT CHANGES to the COMPANY

In 1991, the owners of Fulton Contracting Co., which is an Illinois corporation, formed Fulton Technologies, Inc., another Illinois corporation. Both of these companies are sub-chapter S and 100% of the stock is owned by Frank and Corinne Kehoe. Fulton Technologies was formed as a sales and Management Company in the electronic end of the business for our SCADA and radio controlled telemetry systems.

At this time, in 2007, Mrs. Kehoe is retiring and by agreement Mr. and Mrs. Kehoe are closing Fulton Contracting Co., doing final audits, and deferring all work, equipment, personnel, and facilities to Fulton Technologies, Inc. with the same location, same personnel, with the same operating capabilities.

From this point forward, all work (contract or otherwise) will be managed, serviced, and maintained by Fulton Technologies, Inc.



Outdoor Warning Siren System References

Village of Addison
Attn: Bruce Mensinga
131 W. Lake St.
Addison, IL 60101
(630) 543-4100

City of Aurora
Attn: Mark Flaherty
44 Downer Place
Aurora, IL 60507
(630) 896-4714

Village of Bartlett
Attn: Dan Maloney
228 So. Main St.
Bartlett, IL 60103
(630) 837-0846

Village of Bloomingdale
Attn: Karen Maranto
201 S. Bloomingdale Rd.
Bloomingdale, IL 60108
(630) 671-5705

Village of Burlington
Attn: Larry Gobel
Dept. of Public Works
Burlington, WI 53105
(920) 763-2060

Village of Burlington
Attn: Larry Gobel
Dept. of Public Works
Burlington, WI 53105
(920) 763-2060

Village of Clarendon Hills
Attn: Chief Brian D. Leahy
1 No. Prospect Ave.
Clarendon Hills, IL 60514
(630) 654-1414

Village of Coal City
Attn: Chief Dennis Nenry
545 So. Broadway St.
Coal City, IL 60416
(815) 634-8533

Village of Cortland
Attn: Chief Stokes
300 W. Lincoln Hwy.
Cortland, IL 60112
(815) 756-2558

City of Darien
Attn: Rick Curneal
1040 Frontage Rd.
Darien, IL 60559
(630) 852-5000

Village of Downers Grove
Attn: Lt. Bill Budds
801 Burlington
Downers Grove, IL 60515
(630) 434-5631

Elk Grove Village
Attn: Chief Miller
901 Wellington Ave.
Elk Grove Village, IL 60007
(847) 870-7990

Village of Elmwood Park
Attn: Michael J. Marino
11 Conti Parkway
Elmwood Park, IL 60635
(708) 452-3900

Village of Glen Ellyn
Attn: Joe Carrachi
30 So. Lambert Rd.
Glen Ellyn, IL 60137
(630) 469-6756

Village of Glendale Heights
Attn: Joe Caracci
300 Civic Center Plaza
Glendale Heights, IL 60139
(630) 260-6000

Hanover Park
Attn: Chief Gatz
2121 W. Lake St.
Hanover Park, IL 60103
(630) 372-4402

Village of Hebron
Attn: Frank M. Beatty
P. O. Box 372
Hebron, IL 60034
(815) 648-2353

Hoffman Estates Fire Dept.
Attn: Lt. Wayne Rothbauer
1900 Hassell Rd.
Hoffman Estates, IL 60195
(847) 882-2138

Illinois Beach State Park
Attn: Robert Grosso
Lake Front - Park Office
Zion, IL 60099
(847) 662-4811

Iowa City Fire Dept.
Attn: Chief Andy Rocca
410 E. Washington St.
Iowa City, IA 52240
(262) 356-5256

Kendall Co.
Attn: Dep. Chief Terry Tichava
1102 Cornell Ave.
Yorkville, IL 60560
(630) 553-7500

Kenosha County
Attn: Ben Schliesman
1000 - 55th St.
Kenosha, WI 53140
(262) 653-6595

Lemont Township
Attn: Tom Ballard
16020 - 127th St.
Lemont, IL 60439
(630) 257-2376

Village of Lisle
Attn: Denis Michaels
1040 Burlington Ave.
Lisle, IL 60532
(630) 271-4170



Outdoor Warning Siren System References

Village of Montgomery
Attn: Gene Keck
1300 So. Broadway
Montgomery, IL 60538
(630) 897-8707

Mt. Prospect Fire Dept.
Attn: John Malcolm
112 E. Northwest Highway
Mt. Prospect, IL 60059
(847) 870-5660

City of Morrison
Attn: M. Joseph Woith
200 W. Main St.
Morrison, IL 61270-2400
(815) 772-7657

N. Riverside Fire Department
Attn: Chief Ray Martinek
2331 So. Des Plaines Ave.
North Riverside, IL 60546
(708) 447-1981

Northlake
Attn: Dale Roberts
100 W. Palmer Ave.
Northlake, IL 60164
(708) 562-5482

Village of Oak Park
Attn: Battalion Chief Bill Bell
100 No. Euclid Ave.
Oak Park, IL 60301-1404
(708) 445-3300

Village of Orland Park
Attn: Jack Mattes
14600 So. Ravinia Ave.
Orland Park, IL 60462
(708) 349-4111

Plainfield Police Dept.
Attn: Chief Donald Bennett
1400 No. Division St.
Plainfield, IL 60544
(815) 436-7093

City of Prophetstown
Attn: Bruce Franks
339 Washington St.
Prophetstown, IL 61277
(815) 537-2386

Village of North Aurora
Attn: Fire Chief Steve Miller
2 N. Monroe St.
North Aurora, IL 60542
(630) 897-9698

City of Rolling Meadows
Attn: Jerry Winterstein
3900 Berdnick St.
Rolling Meadows, IL 60008
(847) 394-8500

Village of Roscoe
Attn: Rick Gibson
10595 Main St.
Roscoe, IL 61073
(815) 877-0746

Schaumburg Fire Dept.
Attn: Chief David Schumann
1601 No. Roselle Rd.
Schaumburg, IL 60193
(847) 885-6300 ext. 456

South Beloit Fire Rescue
Attn: David Brusche
429 Gardner Ave.
S. Beloit, IL 61080
(815) 389-3097

Village of Sugar Grove
Attn: Chief James R. Quist
P. O. Box 2
Sugar Grove, IL 60554
(630) 466-4526

Village of Union Grove
Attn: Bill Behling
1015 State St.
Union Grove, WI 53182
(262) 878-1818

West Chicago
Attn: Steve Gottlieb
475 Main St.
West Chicago, IL 60185
(630) 293-2222

Village of Western Springs
Attn: Ingrid Velkme
740 Hillgrove Ave.
Western Springs, IL 60558
(708) 246-8540

Village of Westmont
Attn: Bill Klass
6015 So. Cass Avenue
Westmont, IL 60559
(630) 829-4480

City of Wheaton
Attn: Ray Catala
303 W. Wesley St., Box 727
Wheaton, IL 60187
(708) 260-7500

City of Wood Dale
Attn: Craig Celia
404 No. Wood Dale Rd.
Wood Dale, IL 60191
(630) 787-3820



Outdoor Warning Siren System References

Utilities & Industrial

Exelon Nuclear

Braidwood, Byron, Clinton, Dresden, LaSalle, Quad Cities, & Zion Generating Stations
Operating in DeWitt County, Grundy County, Kendall County, Kankakee County, Lake County, LaSalle County, Ogle
County, Rock Island County, Will County, Whiteside Counties in Illinois and Scott County and Clinton County in Iowa.

Attn: Gerald DeYoung
4300 Winfield Rd.
Warrenville, IL 60555
(630) 657-4666

American Electric Power

Attn: Dan Strzelecki
2425 Meadowbrook Rd.
Benton Harbor, MI 49022
(269) 934-6101

Corn Products

Attn: Rich Ford
6400 So. Archer Rd.
Bedford Park, IL 60501
(708) 563-6963

Dispatch Agencies

Northwest Central Dispatch

Attn: Jim Hunt
1975 E. Davis St.
Arlington Heights, IL 60005
(847) 398-1130

Du-Comm Public Safety

Attn: John Lozar
600 Wall St.
Glendale Heights, IL 60139
(708) 563-6963

W.E.S.C.O.M.

Attn: Steve Rauter
1400 N. Division St.
Plainfield, IL 60544
(815) 439-2949

City of Darien

1/31/2011

POLICE DEPARTMENT BUDGET FISCAL YEAR 2011

ACCOUNT	FYE '10 ACTUAL	FYE'11 BUDGET	FYE '11 ESTIMATED AC TUAL	FYE'12 REQUESTED	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE '13 FORECAST	FYE '14 FORECAST
PERSONNEL								
SALARIES-CIVILIANS	\$ 463,706	\$ 417,152	\$ 403,928	\$ 428,573	\$ 412,069	\$ 16,504	437,144	445,887
SALARIES-OFFICERS	3,329,261	3,514,874	3,295,120	3,428,440	3,302,761	125,679	3,497,009	3,566,949
OVERTIME	525,092	495,000	495,000	500,983	460,000	40,983	510,000	515,000
SUB-TOTAL	4,318,059	4,427,026	4,194,048	4,357,996	4,174,830	183,166	4,444,153	4,527,836
BENEFITS								
SOCIAL SECURITY	27,039	29,000	28,000	29,000	29,000	-	30,000	31,000
MEDICARE	48,257	55,000	52,000	55,000	55,000	-	55,000	55,000
IMRF	38,913	49,000	47,000	49,000	49,000	-	50,000	51,000
MEDICAL/LIFE INSURANCE	439,423	478,000	440,000	479,000	479,000	-	478,000	478,000
POLICE PENSION	948,960	1,103,909	1,103,909	1,174,292	1,174,292	-	1,319,494	1,338,606
SUPPLEMENTAL PENSION	47,488	55,200	52,600	52,800	52,800	-	52,800	52,800
SUB-TOTAL	1,550,080	1,770,109	1,723,509	1,839,092	1,839,092	-	1,985,294	2,006,406
OPERATING COSTS								
ANIMAL CONTROL	1,290	2,500	1,300	2,000	2,000	-	2,000	2,000
AUXILIARY POLICE	692	6,500	3,000	9,600	9,600	-	3,000	3,000
BOARDS & COMMISSIONS	13,421	8,000	5,500	27,500	7,500	20,000	21,000	6,000
DUES & SUBSCRIPTIONS	4,899	4,200	3,100	6,000	6,000	-	6,000	6,000
INVESTIGATION & EQUIP.	32,314	61,000	59,000	62,739	58,739	4,000	63,000	57,000
LIABILITY INSURANCE	219,084	291,100	209,475	252,800	252,800	-	267,968	284,046
MAINTENANCE-BUILDING	28,063	53,100	30,000	44,175	44,175	-	44,200	44,200
MAINTENANCE-EQUIPMENT	30,616	79,500	79,500	15,500	9,500	6,000	9,785	3,899
MAINTENANCE-VEHICLE	49,240	74,000	56,000	78,000	78,000	-	43,200	46,500
POSTAGE/MAILINGS	2,633	4,000	2,200	3,000	3,000	-	3,000	3,000
PRINTING & FORMS	1,998	5,000	2,500	3,000	3,000	-	3,000	3,000
PUBLIC RELATIONS	7,290	11,000	10,000	12,750	1,250	11,500	10,750	12,750
RENT-EQUIPMENT	2,867	6,600	5,100	6,600	6,600	-	207,600	208,600
SUPPLIES-OFFICE	7,367	9,000	6,270	7,500	7,500	-	7,725	7,960
TRAINING & EDUCATION	43,436	14,405	12,000	29,950	25,015	4,935	32,000	35,000
TRAVEL/MEETINGS	13,139	7,175	5,200	11,100	10,500	600	12,000	13,000
TELEPHONE	10,686	13,080	12,750	14,388	14,388	-	15,827	17,409
UNIFORMS	43,265	78,150	37,600	71,485	71,485	-	66,000	76,000
UTILITIES - GAS/ELECTRIC	12,063	12,000	9,500	12,000	12,000	-	14,000	14,000
VEHICLE GAS & OIL	100,285	120,000	100,000	120,000	120,000	-	120,000	120,000
SUB-TOTAL	624,648	860,310	649,995	790,087	743,052	47,035	952,055	963,364
CONTRACTUAL								
CONSULTING/PROF.SERV	4,250	6,000	4,000	346,944	346,944	-	361,078	375,657
DARIEN AREA DISPATCH	419,135	396,122	396,122	-	-	-	-	-
DUMEG/FIAT/CHILD CENT	27,800	20,280	19,240	26,240	26,240	-	27,240	27,240
SEDCOM	-	-	-	24,000	24,000	-	-	-
SUB-TOTAL	451,185	422,402	419,362	397,184	397,184	-	388,318	402,897
CAPITAL								
INTEREST	-	-	-	-	-	-	-	-
EQUIPMENT	29,254	-	-	115,300	5,000	110,300	20,000	20,000
SUB-TOTAL	29,254	-	-	115,300	5,000	110,300	20,000	20,000
TOTAL EXPENDITURES	\$ 6,973,226	\$ 7,479,847	\$ 6,986,914	\$ 7,499,659	\$ 7,159,158	\$ 340,501	7,789,820	7,920,503

POLICE DEPARTMENT SUMMARY

2011-2012 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 4,174,830	\$ 183,166
BENEFITS	\$ 1,839,092	\$ -
OPERATING COSTS	\$ 743,052	\$ 47,035
CONTRACTUAL	\$ 397,184	\$ -
CAPITAL	\$ 5,000	\$ 110,300
TOTAL	\$ 7,159,158	\$ 340,501

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditure
<u>SALARIES</u>			
40-4010	SALARIES - CIVILLIANS	\$ 412,069	\$ 16,504
	5 Civilians	252,390	-
	CSO	55,653	-
	Admin Sec	57,838	-
	1 Part Time Clerk	16,438	-
	Merit	2,250	-
	Longevity	3,500	-
	Crossing Guards	24,000	-
	Holiday Pay	-	9,708
	Holiday Work Bonus	-	6,796
	Total	412,069	9,708
40-4020	SALARIES - OFFICERS	\$ 3,302,761	\$ 125,679
	Union Salaries 36	2,703,152	-
	Staff Salaries	358,528	-
	Holiday Pay	86,553	-
	OIC	6,000	-
	Outside Details	100,000	-
	Merit	4,500	-
	Longevity	-	-
	hol wk bonus	44,028	-
	DARE Officer	-	81,498
	continue 3 sgt positions	-	44,181
	Total	3,302,761	125,679

POLICE DEPARTMENT SUMMARY

Account #	Description		Department Maintenance Budget Request	City Council Discretionary Expenditure
40-4030	OVERTIME		\$ 460,000	\$ 40,983
	Overtime	250,000		-
	Darien Fest	-		15,000
	#REF!	#REF!		#REF!
	4th July Parade	-		5,000
	Comp Sell Back	210,000		-
	K-9 fixed OT	-		20,983
	Total	#REF!		#REF!
<u>BENEFITS</u>				
40-4110	SOCIAL SECURITY		\$ 29,000	\$ -
40-4111	MEDICARE		\$ 55,000	\$ -
40-4115	IMRF		\$ 49,000	\$ -
40-4120	MEDICAL/LIFE INSURANCE		\$ 479,000	\$ -
40-4130	POLICE PENSION		\$ 1,174,292	\$ -
40-4135	SUPPLEMENTAL PENSION		\$ 52,800	\$ -
<u>OPERATING</u>				
40-4201	ANIMAL CONTROL		\$ 2,000	\$ -
40-4203	AUXILIARY POLICE		\$ 9,600	\$ -
	4 Vests	2,600		-
	Base	2,500		-
	2 New replacement	4,500		-
	Total	9,600		-
40-4205	BOARDS & COMMISSION		\$ 7,500	\$ 20,000
	Hiring Expenses	4,500		-
	PO Testing	-		-
	Training & Assoc.	2,500		-
	#REF!	#REF!		-
	Incidentals	500		20,000
	Sgt. Test	-		-
	Total	#REF!		20,000

POLICE DEPARTMENT SUMMARY

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditure
40-4213	DUES & SUBSCRIPTIONS	\$ 6,000	\$ -
	Dues	-	-
	Subscriptions	-	-
	Haines	-	-
	IRAS	-	-
	Notaries	-	-
	Total	-	-
40-4217	INVESTIGATION & EQUIPMENT	\$ 58,739	\$ 4,000
	Range	41,739	-
	E-Bay Expenses	3,000	-
	Batteries	2,000	-
	Evidence Supplies	3,000	-
	Canine Food/Equip	-	4,000
	Seizure Fees	4,500	-
	Investigative Services	2,000	-
	OAF	2,000	-
	#REF!	500	-
	Prisoner Needs	-	-
	0	-	-
	Total	58,739	4,000
40-4219	LIABILITY INSURANCE	\$ 252,800	\$ -
	IRMA	175,000	-
	Legal	25,000	-
	Prosecution	25,000	-
	PPE/First Aid	4,000	-
	Vision	3,000	-
	Fire Extinguishers	1,200	-
	Gas Masks	1,000	-
	Wellness Fair	3,600	-
	Deductibles	15,000	-
	Total	252,800	-
OPERATING (cont'd):			
40-4223	MAINTENANCE - BUILDING	\$ 44,175	\$ -
	Base Maintenance	30,000	-
	HVAC Contract	975	-
	Elevator	1,500	-
	Boiler Inspection	300	-

POLICE DEPARTMENT SUMMARY

Account #	Description		Department Maintenance Budget Request	City Council Discretionary Expenditure
	Janitorial Supplies	5,000	-	-
	Generator Maint.	1,500	-	-
	Generator Fuel	500	-	-
	Total	39,775	-	-
40-4225	MAINTENANCE - EQUIPMENT		\$ 9,500	\$ 6,000
	Vet	-		6,000
	#REF!	#REF!		-
	Radar Repairs	500		-
	Radar Trailer	-		-
	#REF!	#REF!		-
	Software Licenses	-		-
	#REF!	#REF!		-
	Office Equipment	3,500		-
	Computer Repairs	-		-
	Livescan	-		-
	0	-		-
	Truck Scales	1,500		-
	0	-		-
	Portable Radios	1,000		-
	Copier Service	3,000		-
	Total	#REF!		6,000
40-4229	MAINTENANCE VEHICLES		\$ 78,000	\$ -
	Car Washes	7,500		-
	Repairs	60,000		-
	Tires	8,000		-
	Registrations	1,000		-
	Radios/Lights/Sirens	1,500		-
	Total	78,000		-
40-4233	POSTAGE/MAILINGS		\$ 3,000	\$ -
40-4235	PRINTING & FORMS		\$ 3,000	\$ -
40-4239	Public Relations		\$ 1,250	\$ 11,500
	Open House	-		2,000
	Alive at 25	-		2,000
	Materials	1,000		-
	Job Fairs	250		-

POLICE DEPARTMENT SUMMARY

Account #	Description		Department Maintenance Budget Request	City Council Discretionary Expenditure
	DARE	-	6,000	
	#REF!	#REF!	500	
	CPA	-	1,000	
	Jr. CPA	-	-	
	0	-	-	
	Total	#REF!	<u>11,500</u>	
40-4243	RENT - EQUIPMENT		\$ 6,600	\$ -
	Range Fees	4,000	-	-
	Pagers	600	-	-
	#REF!	#REF!	-	-
	Rentals	<u>2,000</u>	-	-
	Total	#REF!	-	-
40-4253	SUPPLIES - OFFICE		\$ 7,500	\$ -
40-4263	TRAINING & EDUCATIONS		\$ 25,015	\$ 4,935
40-4265	TRAVEL/MEETINGS		\$ 10,500	\$ 600
	100 Club	-	600	
	IACP	500	-	
	Training Meals	2,000	-	
	Dept. Meeting	600	-	
	NEMRT In House	700	-	
	Police Memorial	250	-	
	Chamber of Commerce	150	-	
	#REF!	2,000	-	
	Lodging	1,800	-	
	Coffee	500	-	
	West Sub Detectives	1,000	-	
	Professional Meetings	1,000	-	
	Mileage Reimbursement	-	-	
	Total	10,500	<u>600</u>	
40-4267	TELEPHONE		\$ 14,388	\$ -
	EVDO Verizon	13,200	-	
	Comcast-Internet	<u>1,188</u>	-	
	Total	14,388	-	
40-4269	UNIFORMS		\$ 71,485	\$ -
	New Allowance	25,350	-	

POLICE DEPARTMENT SUMMARY

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditure
	Civilians	2,000	-
	Replacement Vests	1,400	-
	New Officers (2)	7,000	-
	SWAT Vest-Rep.	2,800	-
	0	-	-
	Liability	31,235	-
	Guns	1,200	-
	Crossing Guard	500	-
	Total	71,485	-
40-4271	UTILITIES - GAS/ELECTRIC/SEWER	\$ 12,000	\$ -
	Nicor	10,500	-
	Sewer	1,500	-
	Total	12,000	-
40-4273	VEHICLE - GAS & OIL	\$ 120,000	\$ -
<u>CONTRACTUAL SERVICES</u>			
40-4325	CONSULTING/PRO. SERVICES	\$ 346,944	\$ -
	Traffic Consulting	-	-
	Emergency plan update	500	-
	Lexipol	5,600	-
	PD flood engineering	-	-
	PD flood remedies	-	-
	total	6,100	-
40-4335	DARIEN AREA DISPATCH	\$ -	\$ -
40-4337	DUMEG/FIAT/CHILD CENTER	\$ 26,240	\$ -
	FIAT	3,500	-
	Children's Center	3,500	-
	DUMEG	19,240	-
	Total	26,240	-
40-4370	SEDCOM	\$ 24,000	\$ -
<u>CAPITAL PURCHASES</u>			
40-4815	EQUIPMENT	\$ 5,000	\$ 110,300
	Traffic Counters	-	4,500
	Ballistic Shields	5,000	-
	Miscellaneous	-	10,000

POLICE DEPARTMENT SUMMARY

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditure
	Projector	-	1,800
	MDC Replacement	-	94,000
	0	-	-
	0	-	-
	0	-	-
	0	-	-
	0	-	-
	0	-	-
	0	-	-
	Total	<u>5,000</u>	<u>110,300</u>
		<u>\$ 7,159,158</u>	<u>\$ 340,501</u>