

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

PUBLIC AFFAIRS COMMITTEE

**Monday, November 24, 2014
7:00 P.M. - Committee Room (A)**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Public Affairs Committee of October 27, 2014
3. Public Participation / Presentations
4. Items for Consent
 - A. Resolution No. 14-R-0045 - A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.
 - B. Resolution No. 14-R-0073 - Consulting Agreement - Inspectional Services City of West Chicago / B&F Construction Code Services.
5. Items for Discussion
 - A. Railroad Days 2015 Site Proposal
6. Unfinished Business
7. New Business
8. Reports from Staff
 - A. Traffic Management Report
9. Adjournment

DRAFT

MINUTES

PUBLIC AFFAIRS COMMITTEE

October 27, 2014, 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum.

Chairman Chassee called the meeting to order at 7:00pm. Roll Call found Earley, Fuesting, Hallett, Edwalds and Murphy.

Alderman Meissner was not present.

Also in attendance were John Said, Community Development Director and Sara Phalen, West Chicago Museum Director.

2. Approval of Minutes

A. Public Affairs Committee of September 22, 2014. Alderman Murphy made a motion, seconded by Alderman Edwalds to approve the minutes of the Public Affairs Committee Meeting with no changes. Voting Aye: Chairmen Chassee, Alderman Earley, Fuesting, Hallett, Edwalds, and Murphy. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

The following people were in attendance for the item of discussion on Modification of the City Code to Allow Backyard Chickens.

Pat McAssey and Patricia McAssey, 815 Town Road

Sherry Juarez, 517 Blakely Street

M. Gonzalez, 704 W. Brown Street

Michael Ratcliffe, 235 Parker Avenue

4. Items for Consent.

A. Agreement for Operation – West Chicago City museum / Phalen Consulting. Alderman Edwalds made a motion, seconded by Alderman Fuesting to direct this item to City Council for approval. Voting Aye: Chairmen Chassee, Alderman Earley, Fuesting, Hallett and Edwalds. Voting Nay: 0. Motion carried.

5. Items for Discussion.

6. Unfinished Business.

A. Possible Amendments to the Municipal Code Concerning Backyard Chickens.
Alderman Earley made a motion, seconded by Alderman Edwalds to not approve the proposal.
Voting Aye: Chairmen Chassee, Alderman Earley, Fuesting, Hallett, Edwalds, and Murphy.
Voting Nay: 0. Motion carried.

7. New Business.

8. Reports from Staff.

A. Traffic Management Reports

9. Adjournment. Alderman Earley made a motion to adjourn, seconded by Alderman Fuesting.
The motion was approved by voice vote, and the meeting adjourned at approximately 7:25pm.

Respectfully submitted,

Yahaira Bautista

Yahaira Bautista

Administrative Assistant

West Chicago Police Department

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 14-R-0045

A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

AGENDA ITEM NUMBER: 4. A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: November
24, 2014

COUNCIL AGENDA DATE: December 1, 2014

STAFF REVIEW: Laz Perez, Chief of Police

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The Illinois Law Enforcement Alarm System (ILEAS) was created in 2002 to meet the needs of local law enforcement agencies throughout the State of Illinois in matters of mutual aid, during times of disasters and emergencies. Today, ILEAS has over 900 member agencies. The City of West Chicago Police Department has been a member of ILEAS since its inception.

In 2014, ILEAS completed a yearlong internal audit of the organization's operations and policies. The audit identified the need for ILEAS to develop a new Law Enforcement Mutual Aid Agreement (LEMAA). The new LEMAA has been provided to all of the member agencies with a request that it be signed and returned to ILEAS by March 2015.

Staff has prepared a resolution allowing the Mayor to sign the LEMAA on behalf of the City. A copy of the LEMAA has been attached for your review.

ACTIONS PROPOSED:

Staff recommends sending Resolution No. 14-R-0045 to the City Council for approval.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 14-R-0045

A RESOLUTION AUTHORIZING THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT AND THE EXISTENCE AND FORMATION OF THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM BY INTERGOVERNMENTAL COOPERATION

WHEREAS, the City of West Chicago (hereinafter "City") is a municipality of the State of Illinois and duly constituted public agency of the State of Illinois, and;

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

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

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

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

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

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

WHEREAS, this City has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of the City and which other public agencies in the State of Illinois are prepared to execute, in conjunction with the City, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

WHEREAS, it is the anticipation and intention of the City that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter

into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Chicago, DuPage County, Illinois, as follows:

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

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

- a. Authorization to enter into a Certain Agreement. The Mayor of the City of West Chicago is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.

SECTION 3. This resolution shall be in full force and effect from and after its adoption and approval.

APPROVED AND ADOPTED this 1st day of December, 2014.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Law Enforcement Mutual Aid Agreement

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

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

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

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

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

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

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

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

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

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

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

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

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

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

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

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

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

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

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

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

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

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

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

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

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

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

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

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

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

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

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

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

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

members, described as follows:

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

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

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

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

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

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

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

desires.

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

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

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

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

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

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

4. Additional Signatory Public Agency Provisions

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

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

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

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

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

5. Termination of Participation in LEMAA

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

6. Non-Member Affiliates

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

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

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

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

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

7. Additional Provisions

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

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

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

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

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

- l. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

Balance of this page is intentionally left blank before the signature page.

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name:

Title: _____

Date: _____

State of Illinois)
County of _____) ss

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

Notary Public

My Commission Expires:

Exhibit A

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

or their respective successors per this LEMAA

ILLINOIS

REGION 1

JO DAVISS STEPHENSON WINNEBAGO BOONE MC HENRY LAKE

REGION 2

CARROLL OGLE

REGION 3

WHITESIDE LEE DE KALB KANE DU PAGE COOK

REGION 4

ROCK ISLAND HENRY BUREAU KENDALL WILL

REGION 5

MERCER PUTNAM LA SALLE GRUNDY KANKAKEE

REGION 6

HENDERSON WARREN KNOX STARK MARSHALL LIVINGSTON IROQUOIS

REGION 7

WOODFORD PEORIA TAZEWELL MCLEAN FORD

REGION 8

HANCOCK MCDONOUGH FULTON MASON DE WITT CHAMPAIGN VERMILION

REGION 9

SCHUYLER ADAMS BROWN CASS MENARD LOGAN PIATT DOUGLAS EDGAR

REGION 10

PIKE SCOTT MORGAN SANGAMON MAISON MOULTRIE COLES CLARK

REGION 11

CALHOUN GREENE MACOUPIN MONTGOMERY SHELBY CUMBERLAND

REGION 12

JERSEY MADISON BOND FAYETTE EFFINGHAM JASPER CRAWFORD

REGION 13

ST. CLAIR WASHINGTON CLAY RICHLAND LAWRENCE

REGION 14

MONROE RANDOLPH PERRY FRANKLIN HAMILTON WHITE

REGION 15

JACKSON WILLIAMSON SALINE GALLATIN

REGION 16

UNION JOHNSON POPE HARDIN

REGION 17

ALEXANDER PULASKI MASSAC

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 14-R-0073
Consulting Agreement – Inspectional Services
City of West Chicago / B&F Construction Code Services

AGENDA ITEM NUMBER: 4.B.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** 11-24-14**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** John D. Said**SIGNATURE** JDS**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Several months ago, City staff began preparing an RFP (Request for Proposals) for inspectional services due to the impending (December 31, 2014) expiration of the contract between the City and B&F Construction Code Services. Staff opted to pursue an RFP process to ensure that the City have the best possible inspectional services and to benchmark pricing to see if the City was paying properly for these services. Collectively, code enforcement, building inspections and building plan reviews are referred to as "inspectional services".

This request for approval of the consulting agreement (or "contract") is the final step in that RFP process. The process included preparation, and then wide distribution of the RFP inviting contractors to submit proposals. A "pre-proposal" conference was held so that potential bidders could discuss inspectional services with the City, and to ask about the City operations related to these services. Four contractors attended the conference.

Four contractors submitted proposals. From these four, City staff selected the three most qualified firms to interview. Interviews were then conducted with each, and B&F was the unanimous choice to again be the inspectional services contractor for the City. B&F has served the City well since it was retained in 2006, and after meeting with the three candidate contractors, staff supports continuing with B&F as the best option for the City. B&F was also the least expensive of the firms that responded to the RFP. Staff participating in this process consisted of the City Administrator, Assistant Community Development Director and Community Development Director.

The draft agreement between the City and B&F is substantially the same as the existing agreement, with updates and additional requirements concerning notifications of staffing changes, stipulations for B&F staffing experience and inspectional performance. Another notable addition is that B&F will begin to provide additional staff presence in the City, with the presence of a full-time supervisor.

The addition of the full-time supervisor results in a price increase from \$307,000 annually to \$345,000 annually for each of the four years of the contract. However, this change is expected to enhance inspectional services provided to the City, with increased oversight and an additional B&F professional to assist with project workload. Further, the longer (four-year) term of the contract provides more continuity for City budgeting as compared to the previous one or two-year contract lengths which included price increases every year or two. Building plan review fees remain unchanged from what is being currently paid to B&F.

This new agreement will provide a continuity of inspectional services for the next four years, along with some fine tuning to improve efficiency. As noted in the contract, the City (through its contractor) conducts a high volume of inspections each year. This includes the following estimates for inspections conducted annually: 850 residential rental, 350 occupancy changes, 2,000 complaints (service calls), 25-50 overcrowding investigations and 1,100 building inspections.

B&F officials will be present at the Public Affairs Committee meeting, should any questions arise.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 14-R-0073.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 14-R-0073

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN CONTRACT
BETWEEN THE CITY OF WEST CHICAGO AND B & F TECHNICAL
CODE SERVICES INC. FOR PLAN REVIEW/INSPECTION SERVICES AND
CODE ENFORCEMENT SERVICES

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor and City Clerk are hereby authorized to execute and the City Clerk is authorized to attest a certain Contract between the City of West Chicago and B & F Technical Code Services, Inc. for plan review/inspection services and code enforcement services for a four-year period not to exceed \$345,000 annually, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED this _____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST: _____
City Clerk

CONSULTING AGREEMENT

B&F Construction Code Services Inc. (hereafter referred to as "B&F") hereby agrees to provide plan review and inspection services to the City of West Chicago (hereafter referred to as "City") from January 1, 2015 through December 31, 2018. These consulting services consist of building plan review, building code inspections and property maintenance inspections. The range of services in this Agreement substantially conforms to the previous Agreement covering calendar years 2013 and 2014. B&F and the City shall hereafter be collectively referred to as the "parties" and individually referred to as the "party".

A. Personnel

B&F will provide all personnel necessary to successfully undertake the scope of services detailed in Section B of this Agreement subject to the following:

- All B&F staff members will be certified and/or licensed to perform plan review and inspections as required by the City.
- No more than one B&F inspector assigned to the City of West Chicago shall have less than one (1) year of previous experience in one or more of the following disciplines: code enforcement, building inspections, or construction.
- A minimum of one inspector fluent in Spanish will be provided at all times throughout the term of the Agreement.
- B&F shall provide three (3) full-time inspectors and one (1) full-time supervisor to West Chicago. The supervisor shall perform the following functions: perform plan reviews, oversee activities of the inspectors, ensure that City direction is carried out regarding inspectional services and assist in completing inspectional services as the need occasionally arises.
- B&F shall also provide additional inspectional staff on an as-needed, on-call basis for plumbing, electrical and mechanical inspections, as well as any other discipline requiring special expertise. B&F shall notify City of any temporary staffing changes (such as due to vacation time or similar circumstances) at least three (3) business days in advance of such changes, except for unplanned circumstances such as illness or emergency. B&F shall notify City of any permanent staffing change at least five (5) business days in advance of such changes being implemented.

A B&F inspector shall work one (1) evening per month until 7:00 p.m. between April 1st and October 30th as well as one (1) Saturday a month between 8:00 a.m. and 12:00 p.m. (noon) throughout the year, except for City-observed holidays and holiday weekends including Christmas Eve/Christmas, New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving and the day after Thanksgiving. During the term of the Agreement, the inspectors shall perform city-wide inspections of properties to determine property maintenance and other code violations, as well as following up on previously identified property violations. Any newly observed violations shall be promptly processed in accordance with this Agreement.

One B&F inspector shall be present at City Hall to provide counter assistance each afternoon from 3:30 p.m. to 4:30 p.m. Monday through Friday, except when City Hall is closed.

An upper level management employee will be available for emergency call outs 24 hours a day.

B&F senior management staff shall meet with the City's Director of Community Development and his designees to review performance matters on a schedule to be mutually agreed to by the City and B&F, but no less than four times per year.

Prior to starting their assignment with the City and annually thereafter, all B&F personnel assigned to the City shall obtain approval from the City and shall have successfully completed a criminal background check (provided by the City). All B&F personnel assigned to the City will be issued a City ID (identification), and all B&F personnel shall carry the ID and display proper

identification at all times while working for the City. City ID badges shall not be worn or displayed when B&F personnel are not working or when not on duty, in accordance with this Agreement. Upon conclusion of employment or tenure with the City, B&F personnel shall return their City ID, access keys, and any other City property.

Further, B&F personnel will be required to:

- Possess valid drivers' licenses, and provide most recent copies of these valid licenses to the City;
- Maintain their own access key card/fobs provided by the City and not share or transfer them to other B&F staff personnel.

Inspectors shall be trained in Incident Command System (ICS) to the same level as all other city response personnel by National Incident Management System (NIMS) standards; inspectors will have a primary role in disaster assessment. Within six months of the signing of this Agreement, or within six months of a new B&F employee being assigned to the City, all inspectors shall complete the following on-line courses:

- IS100 Introduction to ICS
- IS200 ICS for Single Resources and Initial Actions
- IS700 NIMS, An Introduction

These courses are available online at <http://training.fema.gov> and offered at no cost.

Internet access shall be provided by the City to complete this training and to communicate with the public.

In addition to the other provisions made by the City for B&F elsewhere in this contract, the City shall provide the following for B&F:

- Email addresses and access;
- Files and misc. office supplies; and
- Office space including appropriate ancillary facilities.

B. Scope of Services

B&F shall provide the following services:

Plan Review

B&F shall provide all building code plan reviews for the City. The plans will be reviewed to determine if they are in compliance with the Building, Mechanical, Plumbing, Electric, Accessibility, Life Safety, Fire and Energy Codes that have been adopted by the City. These plan review types include, but are not limited to, single-family (new, remodeling and additions), multi-family, office, industrial and commercial (new, remodeling, tenant finish and additions) structures and miscellaneous plan reviews (e.g. fences, minor plumbing installations, satellite dishes, decks and swimming pools, etc.). B&F may complete the plan reviews outside of City Hall. B&F shall not review the plans for compliance with engineering, zoning, storm water, special use or the appearance code regulations.

Initial reviews of all plans except for those involving miscellaneous permits shall be completed within nine (9) business days, with subsequent reviews to be completed within five (5) business days. All reviews, including first and subsequent reviews, for Miscellaneous Plan Reviews (as described in the paragraph above) shall be performed within five (5) business days.

Reviews for single-family homes shall use the two-level format. The first level shall have items which shall be corrected on the plan. The second level shall have items which must be field verified.

The City shall transmit all plans to be reviewed to B&F, using the transmittal form in Appendix A, by 4:00 p.m. each day. B&F shall send a copy of each completed plan review to the City as well as to one project contact from the developer or architect.

Building Code Inspections

B&F will perform the inspections listed in Appendix B. The City is responsible for scheduling all inspections and electronically transmitting the schedule to B&F by 4:00 p.m. for the next business day's inspections. Most inspections will be scheduled for morning or afternoon. Some inspections will be time specific since they require coordination with the West Chicago Fire Protection District (hereafter the "District") and/or another City Department.

All building code citations shall be issued within three (3) business days of an inspector personally verifying the violation.

Inspectors shall use technology, hardware and software provided by the City for entering building inspection results in the field. The inspectors will enter the results using said technology by the end of business on the same day. Equipment and training shall be provided by the City to the B&F staff for any new and/or improved technology, including hardware and software.

Property Maintenance/Code Enforcement Inspections

B&F shall complete the following property maintenance activities during the term of this Agreement:

<u>Activity</u>	<u>Estimated Number Per Year</u>
Rental Inspections	800 - 900
Change of Occupancy Inspections (with District)	325 - 375
Service Calls	700 - 900
Over-occupancy Inspections	25 - 50
Court Appearances	Monthly
Inspections for festivals and not-for profit events	Varies
City-wide inspections ("sweeps")	Every Two Weeks

All property maintenance code citations shall be issued within three (3) business days of an inspector personally verifying the violation.

Each City-wide inspection will provide for a check of the exterior areas visible from the street for all property within the City. Upon completion of each City-wide inspection, B&F inspectors shall provide written verification to the City's Director and Assistant Director of Community Development that said inspection was completed and include a brief summary of the findings and observations. Inspectors shall use technology, hardware and software provided by the City to enter property maintenance inspection results into the system (Pentamation or other software as provided by the City) while in the field. The inspectors will enter the results using said technology by the end of business on the same day. B&F Inspectors shall ensure that all information is up-to-date, accurate, and complete for each property and property file, including entry of information, and providing photographs and other evidence.

Expectations

B&F personnel shall be required to adhere to the timeframes identified in this Agreement, and as directed by City staff, including timely notifications of violations, issuance of citations, and appropriate follow up actions as identified in the City's applicable policies and procedures. B&F shall also be required to adhere to the City's interpretation of applicable code requirements for property maintenance, building, or other applicable codes. B&F shall not implement any new

property maintenance code enforcement provisions without approval from the City's Director of Community Development.

Other Services

B&F shall provide six days of training from the Building and Fire Code Academy at no cost to the City. This training is designated for the Director of Community Development, the Assistant Director of Community Development and the administrative staff of the Department of Community Development.

B&F inspectors shall attend any legal proceedings as required by the City, such as administrative adjudication and court, which are related to building code, property maintenance code and other code violations.

C. Plan Review Fee Schedule

Single Family Homes up to 3,000 square feet (per dwelling unit):	\$635.00
Single Family Homes over 3,000 square feet (per actual square foot):	\$0.20
Single Family Home Additions (per actual square foot):	\$0.133
Minimum fee	\$275.00

Projects at the DuPage Airport shall be invoiced separately using the fee schedule shown in Appendix C.

Commercial and Industrial Plan Reviews are invoiced as shown in the Fee Schedule attached as Appendix D. These plan reviews include; Building, Mechanical, Plumbing, Electrical, Fire Code, and Energy. This does not include engineering, zoning, storm water, special use or the appearance code.

Specialized Commercial and Industrial or Processes (per hour):	\$150.00
Miscellaneous Plan Reviews (per trade):	\$ 25.00

The above fees include unlimited reviews, and there is no charge for subsequent reviews. B&F shall invoice the City upon completion of the first review.

The plan review fee schedules contained in this Agreement are based on the number of building permits issued and assumes a consistent number with the previous year. Should the number and/or type of building permits vary by more than 10% in any given year, the Parties shall negotiate an adjustment in the fee schedule for the subsequent year.

D. Fees for Inspections

The fee for all services associated with providing building and property maintenance code inspections is \$345,000 per year effective January 1, 2015 through December 31, 2018. B&F shall invoice the City \$14,375 twice a month.

Re-Inspection fees only apply to construction inspections and not property maintenance inspections. After the first construction inspection and re-inspection, B&F may invoice the City for all subsequent construction re-inspections at a rate of \$55.00 per re-inspection.

Should other test and/or inspection be required, those fees shall be applied as mutually agreed to by the Parties.

E. Insurance

B&F shall provide an original Certificate of Insurance that maintains coverage limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Professional Liability Coverage: insurance with not less than \$1,000,000 for each claim with respect to negligent acts, errors and omission in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000.

The Certificate of Insurance shall also list the City of West Chicago as loss payee. Also, the Certificate of Insurance shall identify that the City, its officials, agents, employees and volunteers are to be covered as additional insured by endorsement as respects; liability arising out of B&F's work, including activities performed by or on behalf of B&F. Coverage to the additional insured shall be primary and contain no special limitations on the scope of protection offered the City. The City shall be named as cancellation notice recipient.

F. Hold Harmless

To the fullest extent permitted by law, B&F hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by B&F, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its employees or agents, B&F shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, employees and agents, in any such action, B&F shall, at its own expense, satisfy and discharge the same.

G. Agreement

Term

This Agreement shall become effective on January 1, 2015 and may be terminated with cause upon immediate notice or without cause, upon ninety (90) days prior written notice to the other party.

Default

A Party shall be in default if that party breaches a material term of this Agreement. However, no party shall be in default of its performance of its obligations under this Agreement unless it shall have been provided thirty (30) days' written notice specifically setting forth the alleged default and an opportunity to cure the same. Defaults shall be cured within seven (7) days of receipt of said notice. In the event of default, either party may pursue such remedies as a result thereof as are available at law or equity.

Waiver

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

H. Points of Contact

B&F Construction Code Services, Inc.

Richard A. Piccolo, President

Telephone: (847) 428-7010 -

E-Mail: rpiccolo@bfccs.org

City of West Chicago

John D. Said, AICP, Director of Community Development

Telephone: (630) 293-2205, ext. 140

E-Mail: jsaid@westchicago.org

J. Miscellaneous

The City of West Chicago agrees not to hire an employee of B&F for a period of one (1) year after the employee is no longer employed by B&F **WHEREFORE**, the Parties have executed this Agreement as of the date written above, and signify by their signature hereto that they have the authority to execute this Agreement, and intend to be bound by the terms stated herein.

City of West Chicago

B&F Construction Code Services, Inc.

By: _____
Mayor Ruben Pineda

Name: _____

Title: _____

ATTEST:

Subscribed to and sworn before me
this ____ day of _____
, 2014

City Clerk Nancy Smith

Notary Public

APPENDIX A
TRANSMITTAL FORM FOR PLAN REVIEW

B & F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
* TRAINING • INSPECTIONS • CODE CONSULTING

B & F Project Code #: _____

REQUEST FOR PLAN REVIEW

>> TO HELP US SERVE YOU BETTER, PLEASE FILL OUT THIS FORM COMPLETELY. <<

PROJECT INFORMATION:

FROM: Client Name: _____
Address: _____
Telephone: _____
Fax: _____
Submitted by: _____

PROJECT: Project Name: _____
Address: _____

PROJECT CONTACT: Name: _____
Address: _____
Telephone: _____
Fax/Email: _____

BILL TO: Name: _____
Address: _____
Telephone: _____
Fax/Email: _____

COPY TO: Name: _____
Fax/Email: _____
Name: _____
Fax/Email: _____

REQUESTED REVIEWS:

- ☐ Building
- ☐ Electrical
- ☐ Elevator
- ☐ Energy
- ☐ Fire Alarm
- ☐ Fire Code
- ☐ Kitchen Hood & Duct
- ☐ Mechanical
- ☐ NFPA 101 Life Safety
- ☐ Plumbing
- ☐ Quote
- ☐ Renovation
- ☐ Single Family
 - ☐ Building
 - ☐ Electrical
 - ☐ Mechanical
 - ☐ Plumbing
- ☐ Sprinkler
- ☐ _____
- ☐ Three (3) Day Review*
*additional charge applies

PLANS DISPOSITION: AFTER ALL REVIEWS/INSPECTIONS ARE COMPLETED, PLEASE:

- ☐ Return plans & specifications which comply
- ☐ Return all plans & specifications
- ☐ Discard all plans & specifications after 30 days
- ☐ Stamp plans

SPECIAL INSTRUCTIONS: _____

Signature

Date

>>> PLEASE SUBMIT ONE COMPLETE SET OF CONSTRUCTION DOCUMENTS. <<<

2420 Vantage Drive Elgin, IL 60124
Telephone: 847-428-7010 Fax: 847-428-3151 www.constructioncodes.com

2014

APPENDIX B
LIST OF INSPECTIONS COVERED BY THIS AGREEMENT

REQUIRED INSPECTIONS - SINGLE FAMILY HOMES

1. FOOTING FORMS

When the forms are set and before the concrete is poured.

2. FOUNDATION FORMS

When the forms are set and before the concrete is poured.

3. BACKFILL

When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

4. PLUMBING UNDERGROUND

When piping is located between the floors or underground but before the covering is in place. Flushing of the underground shall be witnessed.

5. ENERGY DURING FRAMING

This inspection is performed during the rough framing of the structure

6. FRAMING OR STRUCTURAL

Before any drywall, plaster or interior finish is applied. Rough-in of the electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required.

7. HVAC ROUGH

When piping and ductwork is installed.

8. ELECTRICAL ROUGH IN

When rough in work is complete and before drywall, concrete or backfill is in place.

9. PLUMBING ROUGH IN

When rough work is complete.

10. INSULATION

When insulation is installed prior to drywall.

11. CONCRETE FLOOR BASEMENT

When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

12. CONCRETE FLOOR GARAGE

When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

13. ELECTRIC SERVICE

When meter socket and main panel are installed

14. FINAL PLUMBING

When final work is complete, and before the system is operational.

15. FINAL HVAC

When all HVAC components are complete.

16. FINAL ELECTRIC

When all electrical components are complete.

17. FLATWORK - Driveways and sidewalks

The driveways, sidewalks and all paved surfaces/hardscapes on private property

18. FINAL BUILDING

When all Building components are complete

19. ENERGY FINAL

When all Energy components are complete.

REQUIRED INSPECTIONS - COMMERCIAL & INDUSTRIAL

(New Construction, Additions, Existing)

Should the City obtain appropriate mobile hardware and software for each B&F inspector, inspectors shall enter pass/fail inspection results promptly after each inspection.

1. FOOTING FORMS

When the forms are set and before the concrete is poured.

2. FOUNDATION FORMS

When the forms are set and before the concrete is poured.

3. FOUNDATION BACKFILL

When the concrete is poured, waterproofed, drain tile is in place and covered with *gravel* but before the foundation is backfilled.

4. FRAMING OR STRUCTURAL

Before any drywall, plaster or interior finish is applied. Rough in of electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required for all uses.

5. HVAC ROUGH

When piping and ductwork is installed.

6. ELECTRICAL ROUGH IN

When rough in work is complete and before the drywall, concrete or backfill is in place.

7. PLUMBING ROUGH IN

When rough work is complete.

8. ENERGY CONSERVATION

Inspect for energy conservation as each area is completed.

9. ELECTRIC SERVICE

When meter socket and main panel are installed.

10. DRYWALL

When drywall is installed prior to the taping.

11. CONCRETE FLOORS

When base reinforcing is prepared and in place, and before the concrete is poured.

All utilities and service equipment in the concrete must be in place before the inspection.

12. FINAL PLUMBING

When final work is complete and before the system is operational.

13. FINAL HVAC

When all HVAC components are complete.

14. FINAL ELECTRIC

When all electrical components are complete.

15. STRUCTURAL FINAL

When all the work is completed.

16. SITE INSPECTION

This will include the site handicapped accessibility, private sidewalks, parking lots, driveways and all paved surfaces/hardscape.

17. OCCUPANCY

When all the work is complete and before occupancy.

DRAFT

APPENDIX C
DUPAGE AIRPORT PROJECT PLAN REVIEW AND INSPECTION FEES

1. **Building, Plumbing, Mechanical, Energy, Electrical, Fire and NFPA 101 plan review fees:** According to current fee schedule based on cubic feet of space being altered/addition or new building.
2. **Fire Suppression Systems:** (includes fire pump, hose stations & standpipes)
Total floor areas, mezzanines & combustible attic areas:

0 > 11,000 sq. ft.	=	\$392.34
11,001 sq. ft. > 22,500 sq. ft.	=	\$494.34
22,501 sq. ft. > 34,000 sq. ft.	=	\$601.34
34,001 sq. ft. > 56,500 sq. ft.	=	\$708.34
56,501 sq. ft. >	=	\$815.34 + \$1.00 per sprinkler
3. **Fire Detection and Alarm Systems:**
\$140.00 for each 15,000 sq. ft. of floor area or portion thereof.
4. **Standpipes:**
\$150.00 per standpipe
5. **Carbon Dioxide / Clean agent:**
\$450.00
6. **Halon:**
\$650.00 + alarm fees
7. **Dry Chemical:**
\$300.00 + alarm fees
8. **Elevator:**
\$250.00 per bank of elevators
9. **Hood & Duct:**
\$300.00 per system plus extinguishing systems
10. **Swimming Pools:**
\$450.00 per pool
11. **Building, Plumbing, Mechanical, Energy and Electrical inspections:**
For Hangars and Storage buildings: \$.28 per square foot of each floor and mezzanine space.
For other Industrial or Commercial buildings: \$.32 per square foot of each floor and mezzanine space.
Special Hazard / Assembly / Hotel buildings: \$.37 per square foot of each floor and mezzanine space.
12. **Fire Sprinkler Systems:**
\$1,000.00 + \$300.00 per floor
(\$300.00 tenant spaces only)
Lead in connection flushing \$300.00
13. **Fire Alarm Systems:**
\$700.00 + \$300.00 per floor
(\$300.00 tenant spaces only)
14. **Elevators:**
\$250.00 per elevator
15. **Swimming Pools:**
\$450.00

16. **Special Extinguishing Systems (Halon, Clean Agents, Dry Chemical, Hood & Duct & other)**
\$300.00 per system + alarm if required.

17. **Tests:**
- | | | | |
|-------------|----------|-------------------|----------|
| Standpipes- | \$400.00 | Water Main Flush- | \$300.00 |
| Fire Pump- | \$300.00 | Generator- | \$300.00 |
- Note: Failed tests requires the same fees to be repaid prior to retesting.

DRAFT

APPENDIX D
PLAN REVIEW FEE SCHEDULE

Plan Review Fee Schedule

Building Size	Building Review	Building Plumbing & Mechanical	Building Plumbing Mechanical & Electrical
Up to 60,000 Cubic Ft.	\$347.75	\$ 522.16	\$ 695.50
60,001 to 80,000 Cubic Ft.	\$428.00	\$ 642.00	\$ 856.00
80,000 to 100,000 Cubic Ft.	\$547.70	\$ 818.55	\$1,091.40
100,001 to 150,000 Cubic Ft.	\$625.95	\$ 938.93	\$1,251.90
150,001 to 200,000 Cubic Ft.	\$711.55	\$1,067.33	\$1,423.10
Over 200,000 Cubic Ft.	\$838.00 + 8.00 (per 10,000 Cu. Ft.)	Building Fee x 1.5	Building Fee x 2.0
Footing and Foundation.....	25% of Building Review (Minimum \$300.00)		
Commercial/Industrial Zoning.....	120.00 per 20,000 square feet of site area		
Elevator Plan Review	300.00	per Elevator Bank	
Hood & Duct Plan Review (Type 1)	300.00	per System	
Hood & Duct Plan Review (Type 2)	200.00	per System	
Spray Booth Plan Review	300.00	per Booth	
Miscellaneous Plan Review.....	150.00	per Hour (Min. 150.00)	
In-Ground Pool Plan Review.....	450.00	per Pool	
NFPA 101 Plan Review	25%	of Building Review (Min. 300.00)	
Priority Express Plan Review	x 2.5	of Base Plan Review	
HPM, High Hazard, Processing Piping	x 1.5	of Base Plan Review	
Fire Code	50%	of Review	
Energy Code	50%	of Review	

Fire Suppression & Detection Systems

Fire Suppression Systems
(Includes fire pump, hose stations and standpipes)
Hydraulically Calculated

Number of Sprinklers

Up to 100	\$392.34
101 to 200	\$494.34
201 to 300	\$601.34
301 to 500	\$708.34
Over 500	\$815.34 + 1.00 each

Pipe Schedule (See Miscellaneous Plan Review)

Alternate Fire Protection Systems

Carbon Dioxide, Clean Agent Systems	\$112.35 to 105 lbs. (.80 each pound over)
Fire Detection and Alarm System	\$149.80 First 15,000 sq. ft. (Prorated every 15,000 sq. ft. thereafter.)
Dry Chemical	\$328.00 + alarm fees

Special Services

**Code Writing and
Adoption Assistance**
Fee based on individual project.
**Water Flow/Backflow
Device Testing**
Fee based on quantity and size.

**Safety Training and
Disaster Plans**
Fee based on individual project.
Estimates upon request.
Building Department Analysis
Fee based on services needed.

2008 B & F Technical Code Services, Inc.

Effective October 2003

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: **Railroad Days 2015 Site Proposals**

AGENDA ITEM NUMBER: 5.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: November 24, 2014
COUNCIL AGENDA DATE: _____

STAFF REVIEW: Krista Coltrin

SIGNATURE Krista Coltrin

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The Western DuPage Chamber of Commerce is presenting alternative sites for Railroad Days 2015 due to anticipated construction at Reed-Keppler Park which will prohibit the event from taking place there as stipulated in Resolution No. 12-R-0096.

David Sabathne, president of the Western DuPage Chamber of Commerce, will provide details during the meeting regarding the following proposed locations (see attached documents):

- Site A – South of Ann Street at Factory Street
- Site B – Downtown West Chicago (Main Street and Turner Court)

Site A and Site B proposals have been reviewed by staff from the Police Department and the West Chicago Fire Protection District.

Police Department staff indicated they could develop an effective operational plan for either location. Site B would be more challenging for the Police in that their area of responsibility/control would be spread over a larger area, thus slowing their on-foot response times and limiting crowd surveillance abilities. Site A is more ideal in that their area of responsibility/control is more consolidated, thus increasing the response times and observation abilities in the event of an emergency situation.

The West Chicago Fire Protection District has indicated that fireworks would be acceptable at the proposed locations:

- Site A – property bound by Weyrauch Street to the east, train tracks to the west, City-owned parking lot to the north and Bowling Green complex to the south.
- Site B – City-owned property for the Washington Street Redevelopment Project.

(If Site A is chosen, written authorization from Weston Solutions would be required for use of private property.)

ACTIONS PROPOSED:

- Provide feedback and direction regarding new site proposals for Railroad Days 2015.

SITE A – FACTORY STREET SOUTH OF ANN STREET

Attached is a draft layout for the Factory Street Site Layout:

- There are two views, one of the larger area and one with just our site layout
- Heavy red dotted lines indicate 5-6 foot fencing
- The brown line (middle right) is a stockade fence that exists
- The Gray area represent Pomeroy and Stimmel Streets and North is up



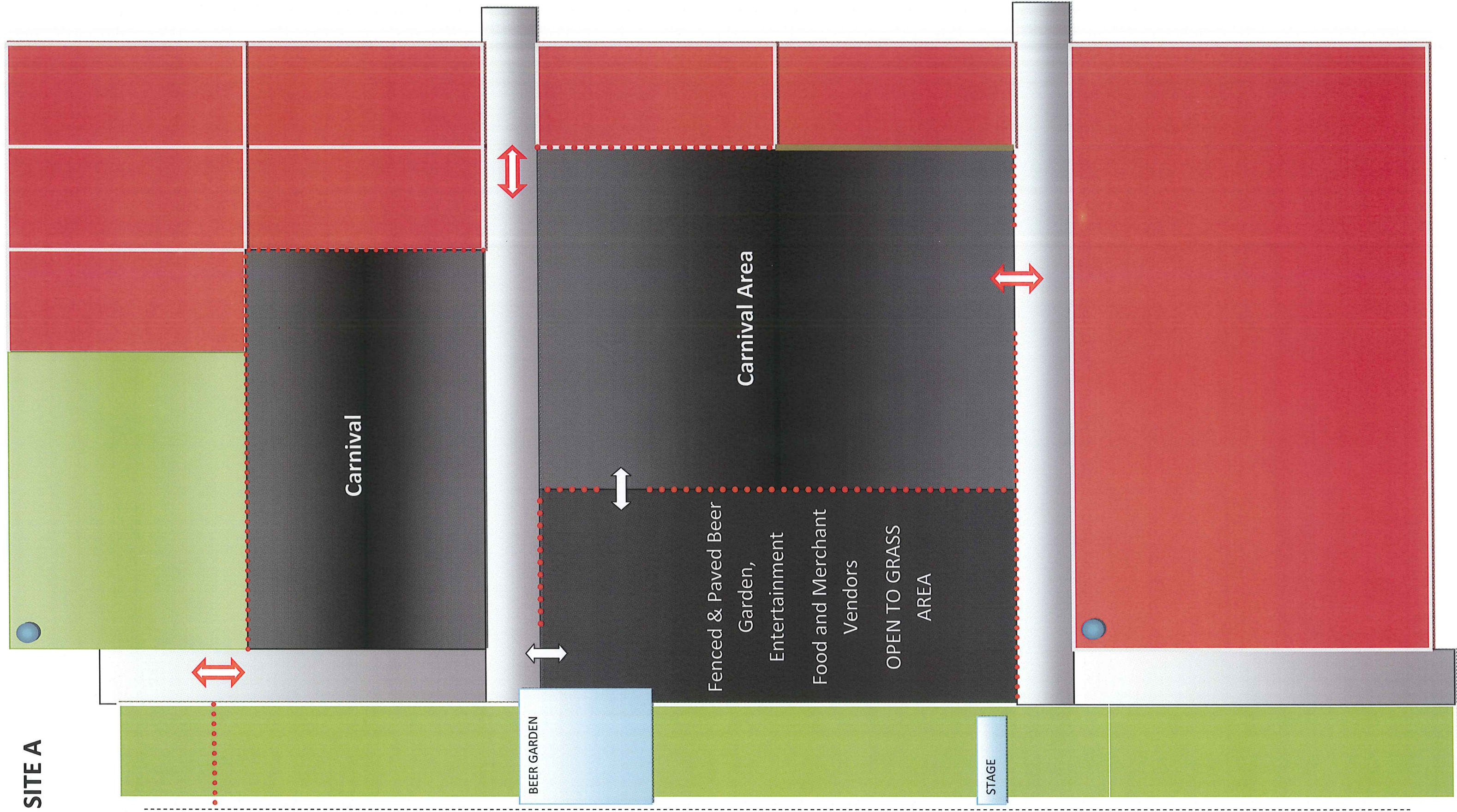
David J. Sabathne'
David J. Sabathne' - IOM • President / CEO
*Serving Warrenville, West Chicago, Winfield &
the Surrounding Communities.*

306 Main St., West Chicago, IL 60185

Phone: 630-231-3003 Fax: 630-231-3009



SITE A



SITE A

ANN STREET

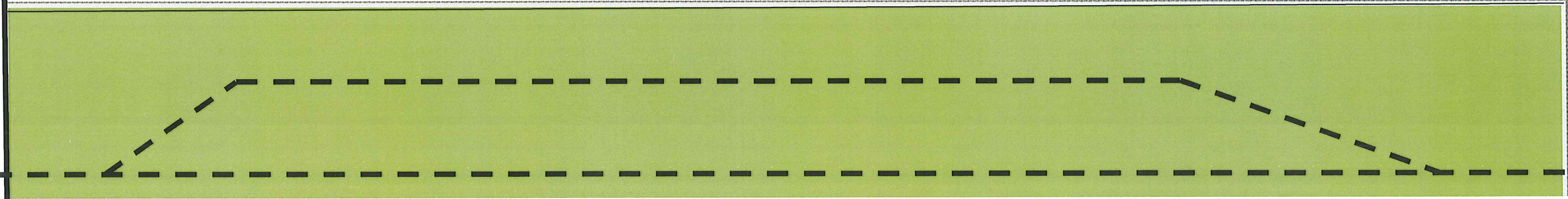
W
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Blair Street

Stimmel Street

Pomeroy Street

Brown Street



SITE B - DOWNTOWN

A few key areas to look at:

- Carnival will not fit on Main Street, too many trees and power lines
- Carnival will be smaller, much smaller as only about 10 rides will fit in the parking lot; unless the Library would let us use some of their space
- Beer garden and Police Command would be at the Community Center with stage at the east end of our parking lot
- Band load-in would be the first 120 feet or so of road and the far east end of our parking lot. Will accommodate emergency vehicles
- Red lines would be fence or backs of tents
- White boxes are vendors, both food and other
- The house can be the area for ESDA and Police Trailer as that is where it is stored much of the time and ESDA has equipment in the garage there
- Games and Food provided by carnival would backup to Turner Court but face in at the carnival. Turner Court would have limited access so that emergency vehicles could get in if they needed to

Certainly not ideal but it would work I think. There will no doubt be many questions/concerns with either plan but we have time to address them at this point



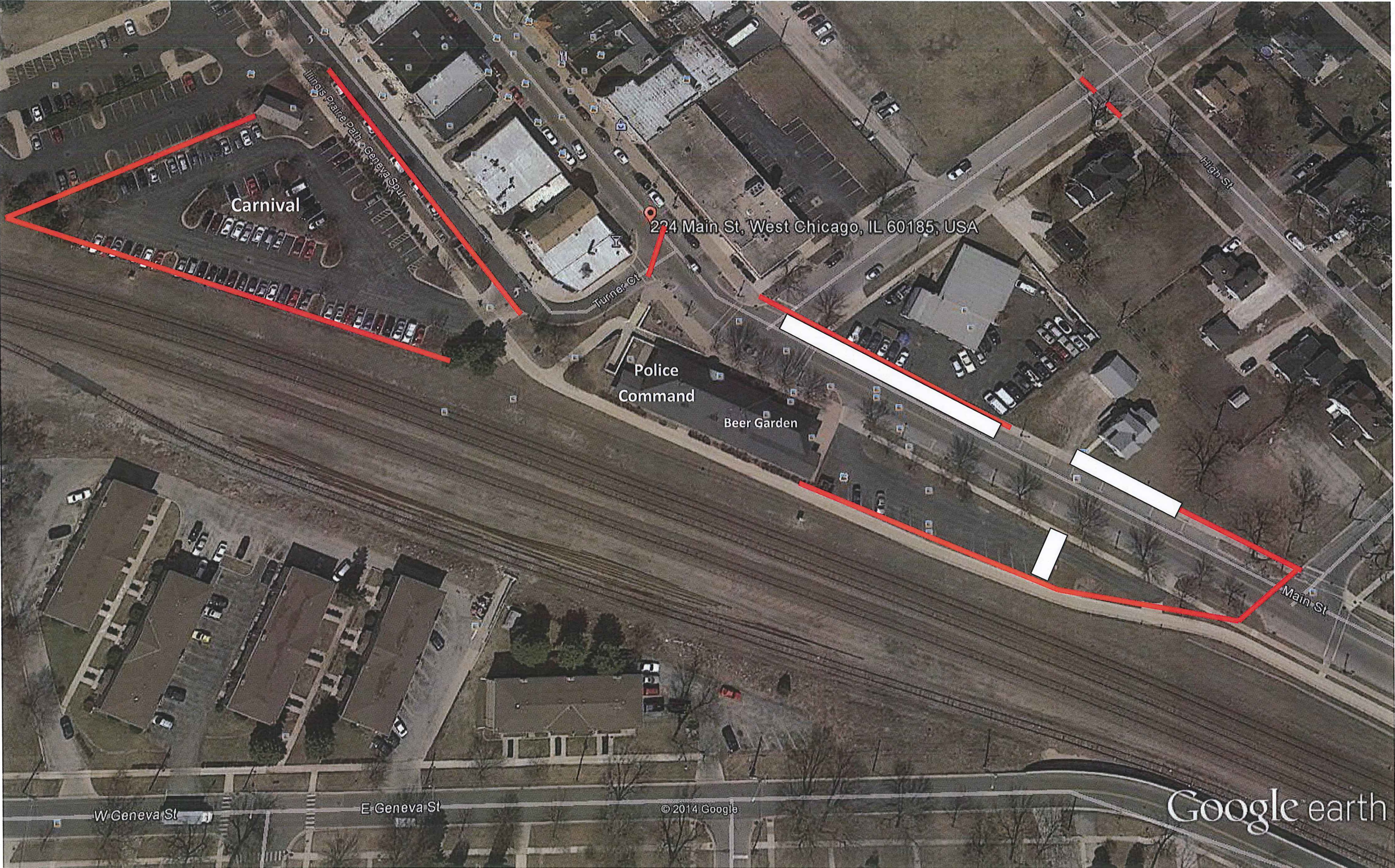
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306 Main St., West Chicago, IL 60185

Phone: 630-231-3003 Fax: 630-231-3009



SITE B



WEST CHICAGO POLICE DEPARTMENT TRAFFIC MANAGEMENT REPORT

	Current vs. Prior Month				2 Prior Months			2014 vs. 2013		
	Oct 14	Sep 14	% Change	Aug 14	Jul 14	% Change	YTD 2014	YTD 2013	% Change	
TRAFFIC CITATIONS										
Regular Duty & Crash	223	233	-4%	252	329	-23%	3326	3429	-3%	
Selective Enforcement	0	0	NC	65	21	210%	185	313	-41%	
PARKING CITATIONS										
Parking Citations	314	184	71%	302	207	46%	3133	2394	31%	
COMMERCIAL OVERWEIGHT ENFORCEMENT										
Citations	0	0	NC	0	0	NC	0	1	-100%	
DUI ARRESTS										
Regular Duty	5	7	-29%	2	6	-67%	58	77	-25%	
Selective Enforcement	0	0	NC	0	0	NC	0	0	NC	
ADMINISTRATIVE TOWS										
Oct 14	Sep 14	% Change	Aug 14	Jul 14	% Change	YTD 2014	YTD 2013	% Change		
No Valid Driver's License	3	1	200%	2	5	-60%	35	32	9%	
License Suspended	0	1	-100%	3	4	-25%	25	15	67%	
License Revoked	0	0	NC	1	0	NC	2	2	0%	
DUI	4	4	0%	3	5	-40%	54	68	-21%	
Drug Possession	0	1	-100%	0	0	NC	3	1	200%	
Warrant Arrest	0	0	NC	0	0	NC	0	0	NC	
Vehicle Amplification	0	0	NC	0	0	NC	0	0	NC	
Illegal Transp of Alcohol	0	0	NC	0	0	NC	0	1	-100%	
Total Citations	7	7	0%	9	14	-36%	119	119	0%	
TRAFFIC CRASHES/INJURIES/FATALITIES										
Oct 14	Sep 14	% Change	Aug 14	Jul 14	% Change	YTD 2014	YTD 2013	% Change		
Property Damage	73	48	52%	55	38	45%	645	728	-11%	
Injury Crashes	9	12	-25%	10	10	0%	105	113	-7%	
No of Persons Injured	10	17	-41%	16	12	33%	144	180	-20%	
Fatal Crashes	0	0	NC	0	0	NC	0	0	NC	
No of Persons Expired	0	0	NC	0	0	NC	0	0	NC	

Item # 8.A.

TOP ACCIDENT LOCATIONS												
	Oct 14	Sep 14	% Change	Aug 14	Jul 14	% Change	YTD 2014	YTD 2013	% Change			
North Ave & Powis Rd	2	2	0%	2	0	NC	12	6	100%			
North Ave & Neltnor Blvd	11	3	267%	7	2	250%	52	34	53%			
Neltnor Blvd & Hawthorne Ln	0	0	NC	0	0	NC	4	5	-20%			
Neltnor Blvd & Washington St	1	1	0%	1	0	NC	8	12	-33%			
Neltnor Blvd & Main St	2	0	NC	0	2	-100%	13	3	333%			
Neltnor Blvd & Forest Ave	0	0	NC	2	0	NC	5	6	-17%			
Neltnor Blvd & Sarana Ave	0	0	NC	0	0	NC	0	0	NC			
Neltnor Blvd & Michael Browning Way	0	0	NC	1	0	NC	11	25	-56%			
Roosevelt Rd & Sarana Ave	0	0	NC	2	0	NC	4	8	-50%			
Roosevelt Rd & Michael Browning Way	0	1	-100%	1	0	NC	4	2	100%			
Roosevelt Rd & Joliet St	2	1	100%	2	1	100%	14	14	0%			
Roosevelt Rd & Fabyan Pkwy/ Washington St	2	1	100%	3	0	NC	17	15	13%			
Roosevelt Rd & Kautz Rd	0	0	NC	0	0	NC	2	5	-60%			
PROGRAMS												
INCEPTION												
January 1, 2001												
Ongoing												
During the month, the SMART trailer was used: (13) times												
5 Ton Truck Enforcement - Hawthorne Ln												
Ongoing												
During the month, (2) tickets were written												
5 Ton Truck Enforcement - Joliet St												
Ongoing												
During the month, (0) tickets were written												
5 Ton Truck Enforcement - E Washington St												
Ongoing												
During the month, (0) ticket was written												
PERFORM CITY WIDE INOPERABLE/ABANDONED VEHICLE INVESTIGATIONS												
CYear-To-Date 2014												
CY2013 Total												
11												
11												
TRAFFIC RELATED HOT SPOTS												
CONCERN												
LOCATION												
Traffic Issue Complaints												
Smith Rd at Norton Creek School, District 33 & 94												
Construction Zone, Distracted Driving, Impaired Driving and Speed												
Rt 38 @ Kautz Rd												
5-Ton Violations												
Hawthorne Ln, Joliet St, and E Washington St												
Speeding												
Rt 64												