

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## NOTICE

### PUBLIC AFFAIRS COMMITTEE

**Monday, June 24, 2019**  
**7:30 A.M. – Council Chambers**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Selection of Chairman and Vice Chairman
3. Approval of Minutes
  - A. Public Affairs Committee of April 22, 2019
4. Public Participation / Presentations
5. Items for Consent
  - A. Ordinance No. 19-O-0020 – Amending Chapter 9, Article XII – Relocators and Repossessors of the West Chicago Code of Ordinances.
  - B. Ordinance No. 19-O-0022 – Amending Chapter 9, Article XXIV – Tobacco Sales of the West Chicago Code of Ordinances
  - C. Ordinance No. 19-O-0023 – Amending Chapter 11, Article II, Division 3, Section 11-38 Tobacco of the West Chicago Code of Ordinances
  - D. Resolution No. 19-R-0030 – Resolution Authorizing The Mayor To Execute An Intergovernmental Police Assistance Agreement To Join The DuPage Metropolitan Emergency Response And Investigation Team (MERIT)
  - E. Waive Competitive Bidding and Purchase a Mechanical Assist High-Density Mobile Storage System and Pass Through Evidence Lockers
6. Items for Discussion
  - A. Downtown Art Mural

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West Chicago, Illinois  
60185

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Ruben Pineda  
MAYOR  
Nancy M. Smith  
CITY CLERK

Michael L. Guttman  
CITY ADMINISTRATOR

7. Unfinished Business
8. New Business
9. Reports from Staff
  - A. West Chicago Police Department Monthly Reports
10. Adjournment

## MINUTES

### PUBLIC AFFAIRS COMMITTEE

Monday April 22, 2019 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 Brown, Hallett, Birch Ferguson, Swiatek, Gagliardi and Short.

**2. Approval of Minutes.**

**A. Public Affairs Committee Minutes of March 25, 2019.** Alderman Hallett made a motion, seconded by Alderman Brown to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Gagliardi and Short. Voting Nay: 0. Motion carried.

**3. Public Participation / Presentations.**

**4. Items for Consent.**

**A.** Ordinance No. 19-O-0016 – Chapter 4, Article I, Building Code of the Code of Ordinances of the City of West Chicago - Alderman Birch Ferguson made a motion, seconded by Alderman Swiatek. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Gagliardi and Short. Voting Nay: 0. Motion carried.

**B.** Ordinance No. 19-O-0017 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City of West Chicago - Alderman Birch Ferguson made a motion, seconded by Alderman Swiatek. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Gagliardi and Short. Voting Nay: 0. Motion carried.

**C.** Western DuPage Chamber of Commerce Special Event Permit - Alderman Birch Ferguson made a motion, seconded by Alderman Swiatek. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Gagliardi and Short. Voting Nay: 0. Motion carried.

**D.** Stations of the Cross - Alderman Birch Ferguson made a motion, seconded by Alderman Swiatek. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Gagliardi and Short. Voting Nay: 0. Motion carried.

**5. Items for Discussion.**

**6. Unfinished Business.**

**7. New Business.**

**8. Reports from Staff.**

A. West Chicago Police Department Annual Report.

B. The Committee unanimously voted in favor to have the meetings at 7:30 a.m. the months of May, June, July and August. Meetings will return to their regular scheduled times in September.

**9. Adjournment.** Alderman Gagliardi made a motion to adjourn, seconded by Alderman Short. The motion was approved by voice vote, and the meeting adjourned at approximately 7:11pm.

Respectfully submitted,

*Yahaira Bautista*

Administrative Assistant to Chief of Police  
West Chicago Police Department

## CITY OF WEST CHICAGO

<b>FINANCE COMMITTEE AGENDA ITEM SUMMARY</b>	
<b>ITEM TITLE:</b> Ordinance No. 19-O-0020 Amending Chapter 9, ARTICLE XII - RELOCATORS AND REPOSSESSORS of the West Chicago Code of Ordinances.	<b>AGENDA ITEM NUMBER:</b> <u>5.A.</u> <b>COMMITTEE AGENDA DATE:</b> June 24, 2019 <b>COUNCIL AGENDA DATE:</b> July 1, 2019
<b>STAFF REVIEW:</b> Michael Uplegger, Chief of Police	<b>SIGNATURE</b> _____
<b>APPROVED BY CITY ADMINISTRATOR:</b> Michael L. Guttman	<b>SIGNATURE</b> _____
<b>ITEM SUMMARY:</b>  Staff would like to revise the City Code concerning Relocators and Repossessors regulations so that it matches State Statute.	
<b>ACTIONS PROPOSED:</b>  Staff recommends adoption of Ordinance No. 19-O-0020.	
<b>COMMITTEE RECOMMENDATION:</b>	

**ORDINANCE NO. 19-O-0020**

**AN ORDINANCE AMENDING CHAPTER 9, ARTICLE XII - RELOCATORS  
AND REPOSSESSORS**

**WHEREAS**, the City of West Chicago (hereinafter referred to as “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code, 65 ILCS 5/11-20-5 to regulate for the public health; and

**WHEREAS**, the City is authorized, pursuant to its police power, 65 ILCS 5/11-1-1, to carry out the powers delegated to it under its grants of authority.

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

Section 1: That Chapter 9, Article XII, Section 9-239 of the Code of Ordinances of the City of West Chicago be amended as follows:

**“ARTICLE XII. RELOCATORS AND REPOSSESSORS**

**Sec. 9-239. - Repossessors- unlawful practice.**

It shall be unlawful for any reposessor:

- (1) To repossess a vehicle prior to obtaining a valid permit issued by the city.
- (2) To violate any other provision of this article, Commission regulations or orders adopted under this article or pursuant to 225 ILCS 422 et.seq.
- (3) No reposessor may remove a vehicle from private property where such entry and/or removal constitutes a breach of the peace~~trespassing signs have been erected prohibiting a reposessor from entering and remaining on the property.~~”

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 1<sup>st</sup> day of July 2019.

Alderman J. Beifuss \_\_\_\_\_  
Alderman J. Sheahan \_\_\_\_\_  
Alderman A. Hallett \_\_\_\_\_  
Alderman Birch-Ferguson \_\_\_\_\_  
Alderman C. Swiatek \_\_\_\_\_  
Alderman R. Stout \_\_\_\_\_  
Alderman N. Ligino-Kubinski \_\_\_\_\_

Alderman L. Chassee \_\_\_\_\_  
Alderman H. Brown \_\_\_\_\_  
Alderman Ferguson \_\_\_\_\_  
Alderman S. Dimas \_\_\_\_\_  
Alderman M. Garling \_\_\_\_\_  
Alderman J. Short \_\_\_\_\_  
Alderman B. Gagliardi \_\_\_\_\_

APPROVED as to form:

\_\_\_\_\_  
City Attorney

ADOPTED this 1<sup>st</sup> day of July 2019.

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

PUBLISHED: \_\_\_\_\_

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:** Ordinance No. 19-O-0022

Amending Chapter 9, Article XXIV, TOBACCO SALES of the West Chicago Code of Ordinances

**AGENDA NO.** 5.B.

**FILE NO.** \_\_\_\_\_

**AGENDA DATE:** June 24, 2019

**COUNCIL AGENDA DATE:** July 1, 2019

**STAFF REVIEW:** Michael Uplegger, Chief of Police

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

Staff would like to revise the City Code to bring it into compliance with the upcoming changes to the State Law prohibiting persons under 21 years of age from buying or selling tobacco in any of its forms, prohibit selling, giving or furnishing tobacco in any of its forms to persons under 21 years of age, and to prohibit the distribution of tobacco samples. The changes to the State law become effective July 1, 2019.

**ACTIONS PROPOSED:**

Staff recommends adoption of Ordinance No. 19-O-0022.

**COMMITTEE RECOMMENDATION:**

**ORDINANCE NO. 19-O-0022**

**AN ORDINANCE AMENDING CHAPTER 9, ARTICLE XXIV  
TOBACCO SALES, OF THE WEST CHICAGO CODE OF ORDINANCES TO  
PROHIBIT THE SALE OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING  
DEVICES TO PERSONS UNDER 21 YEARS OF AGE**

**WHEREAS**, the City of West Chicago (hereinafter referred to as "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code, 65 ILCS 5/11-20-5 to regulate for the public health; and

**WHEREAS**, the City is authorized, pursuant to its police power, 65 ILCS 5/11-1-1, to carry out the powers delegated to it under its grants of authority; and

~~**WHEREAS**, the City has determined that it is reasonable and necessary, pursuant to its community caretaking function and in furtherance of public safety, to provide restrictions on the purchase of nicotine products by minors; and~~

~~**WHEREAS**, the City recognizes that the use of tobacco products has devastating health and economic consequences; and~~

~~**WHEREAS**, according to Centers for Disease Control and Prevention, tobacco use is the foremost preventable cause of premature death in America; and~~

~~**WHEREAS**, the City further recognizes that young people are particularly susceptible to the addictive properties of tobacco products, and are particularly likely to become lifelong users; and~~

~~**WHEREAS**, according to a national survey on drug use and health in 2013, 95 percent of adult smokers begin smoking before they turn 21. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use; and~~

~~**WHEREAS**, according to an article written by Angelica M. Morales and an article from the Tobacco Documents Library, young minds are particularly susceptible to the addictive properties of nicotine. In addition, tobacco industry documents also show that those who start smoking by the age of 18 are almost twice as likely to become lifetime smokers as those who start after they turn 21.~~

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

Section 1: That Chapter 9, LICENSES, PERMITS AND BUSINESS REGULATIONS, Article XXIV. – TOBACCO SALES\_ of the Code of Ordinances of the City of West Chicago be

amended to ~~reflect the change in Illinois State law in regards to persons under 21 years of age from buying or selling tobacco to read as follows:~~

## Chapter 9 LICENSES, PERMITS AND BUSINESS REGULATIONS

### “ARTICLE XXIV. - TOBACCO PRODUCT SALES”

#### Sec. 9-685. - Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them:

Adult-only facility means a facility or restricted area (whether open-air or enclosed) where the operator ensures or has a reasonable basis to believe (such as by checking identification as required under State law, or by checking the identification of any person appearing to be under the age of 30) that no person under legal age is present. A facility or restricted area need not be permanently restricted to persons under 21 years of age to constitute as adult-only facility, provided that the operator ensures or has a reasonable basis to believe that no person under 21 years of age is present during the event or time period in question.

Age Restricted Area means a signed designated area in a retail establishment to which persons under twenty one (21) years of age are not permitted access unless accompanied by a parent or legal guardian.

Alternative nicotine product means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. Alternative nicotine product does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995; tobacco product and electronic cigarette as defined in this section; or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Electronic ~~cigarettesmoking device~~ means (1) any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; (2) any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or (3) any solution or substance, whether or not it contains nicotine intended for use in the device. Electronic cigarette includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device. Electronic cigarette does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995; tobacco product and alternative nicotine product as defined in this Section; any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act. ~~can be used to deliver~~

~~aerosolized or vaporized nicotine, cannabinoids, or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, e cigar, e pipe, vape pen or hookah. Electronic Smoking Device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device.~~

Line of Sight means visible to a cashier or other employee.

Lunch Wagon means a mobile vehicle designed and constructed to transport food and from which food is sold to the general public.

Nicotine means any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

~~Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device.~~

~~Tobacco products means any product containing or made that is made or derived from tobacco, or which contains nicotine or a similar substance, and that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled snorted, sniffed, or ingested by any other means, including, but not limited to, a cigarettes, a cigars, little cigars, -chewing tobacco, pipe tobacco, snuff, or snus and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. Tobacco products includes any component, part, or accessory of a tobacco product, whether or not sold separately. Tobacco product does not include: an electronic cigarette and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and solely for that approved purpose. ~~also mean an electronic smoking device and any component or accessory used in the preparation or consumption of tobacco products, such as filters, rolling papers, pipes, and substances used in electronic smoking devices, whether or not they contain nicotine.~~~~

Tobacco products, electronic cigarettes, and alternative nicotine product may be sold through a vending machine only if such tobacco products, electronic cigarettes, and alternative nicotine products are not placed together with any non-tobacco product, other than matches, in the vending machine and the vending machine is in any of the following locations: (1) Places to which persons under 21 years of age are not permitted access at any time. (2) Places where alcoholic beverages are sold and consumed on the premises and vending machine operation is under the direct supervision of the owner or manager.

Tobacco Specialty Store means a tobacco retailer whose business exclusively or primarily involves the sale of tobacco products and related goods.

*Vending machine* means any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products or electronic smoking devices.

Sec. 9-686. - License—Required.

It shall be unlawful to sell or offer for sale at retail, to give away, deliver or to keep with the intention of selling at retail, giving away or delivering tobacco products, ~~or electronic cigarettes and alternative Nicotine products~~ ~~smoking devices~~ within the city without having first obtained a tobacco dealer's license therefor pursuant to this article. Such license shall be in addition to any other license required by this Code.

Sec. 9-687. - Same—Application.

Application for tobacco sales license should be made to the city clerk on forms provided by the city. Licenses shall run for a one-year period based on the city's fiscal year. A licensee may be prorated for a portion of the year.

Sec. 9-688. - Same—Fee.

The annual fee for a tobacco license shall be as prescribed in Appendix G. Said license is not refundable, in part or in full.

Sec. 9-689. - Prohibited sales, delivery; signs and displays.

- (a) It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products, electronic cigarettes, and alternative nicotine products ~~or electronic smoking devices~~ to any person under the age of twenty-one (21) years.
- (b) Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco products and electronic smoking devices and on or upon every vending machine which offers tobacco products and/or electronic smoking devices for sale. Each such sign shall be plainly visible and shall state:

"THE SALE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES, AND ALTERNATIVE NICOTINE PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE, AND THE SALE OF ELECTRONIC SMOKING DEVICES TO SUCH PERSONS IS PROHIBITED BY LAW."

The text of such signs shall be in red letters on a white background, said letters to be at least one (1) inch high.

- (c) All single packs of cigarettes, and electronic cigarettes, and alternative nicotine products must be sold from behind the counter or in an age-restricted area or in a sealed display case. Any other ~~tobacco~~ products must be sold in line of sight. The restrictions described in this section do not apply to a retail ~~tobacco~~ store that: 1) derives at least ninety percent (90%) of its revenue from ~~tobacco~~ and ~~tobacco~~ related products; 2) does not permit persons under the age of twenty one

(21) to enter the premises unless accompanied by a parent or legal guardian; and 3) posts a sign on the main entrance way stating that persons under the age of twenty one (21) are prohibited from entering unless accompanied by a parent or legal guardian

Sec. 9-690. - Minimum age to sell tobacco products.

It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under sixteeneighteen (168) years of age to sell tobacco products, electronic cigarettes, and alternative nicotine products ~~or electronic smoking devices~~ in any licensed premises.

Sec. 9-691. - Purchase by minors prohibited.

It shall be unlawful for any person under the age of twenty-one (21) years to purchase tobacco products, electronic cigarettes, and alternative nicotine products ~~or electronic smoking devices~~ or to misrepresent their identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products, electronic cigarettes, and alternative nicotine products. ~~or electronic smoking devices.~~

~~Sec. 9-692. - Possession by minors prohibited.~~

~~It shall be unlawful for any person under the age of eighteen (18) years to possess or use any tobacco products or electronic smoking devices; Exception: it shall not be a violation provided that the possession or use by a person under the age of eighteen (18) years is under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home.~~

~~Sec. 9-693. - Proximity to certain institutions.~~

~~It shall be unlawful for any person to sell, offer for sale, give away or deliver tobacco products or electronic smoking devices within one hundred (100) feet of any school, child care facility or other building used for education or recreational programs for persons under the age of twenty-one (21) years.~~

~~Sec. 9-6924. - Certain Ffree distributions prohibited.~~

~~A person shall not distribute without charge samples of any tobacco product to any other person, regardless of age, except for smokeless tobacco in an adult-only facility. It shall be unlawful for any licensee or any person in the business of selling or otherwise distributing, promoting or advertising tobacco products or electronic smoking devices, or any employee or agent of any such licensee or person, in the course of such licensee's or person's business, to distribute, give away or deliver tobacco products or electronic smoking devices free of charge to any person on any right of way, park, playground or other property owned by the city, any school district, any park district or any public library.~~

Sec. 9-6935. - Vending machines; locking devices.

(a) It shall be unlawful for any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products or electronic smoking devices by use of a vending machine, unless such vending machine is equipped with manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of twenty-one (21) years.

(b) Any premises where access by persons under the age of twenty-one (21) years is prohibited by law, or premises where the public is generally not permitted and where vending machines are strictly for the use of employees of business located at such premises, shall be exempt from the requirements of subsection (a) above.

Sec. 9-6946. - Responsibility for agents and employees.

Every act or omission of whatsoever nature, constituting a violation of any of the provisions of this article, by any officer, director, manager or other agent or employee of any licensee shall be deemed and held to be the act of such licensee; and such licensee shall be punishable in the same manner as if such act or omission had been done or omitted by the licensee personally.

Sec. 9-6957. - Suspension; revocation of license; fines, costs.

- (a) The mayor shall be charged with the administration of this article. The mayor may suspend or revoke any license issued under the provisions of this article, if he determines that the licensee has violated any of the provisions of this article. In lieu of suspension or revocation of a license, the mayor may instead levy a fine on the licensee. The fine imposed shall be per section 1-8, general penalty, of this Code for each violation. Each day on which a violation continues shall constitute a separate violation. However, no such license shall be suspended or revoked and no licensee shall be fined except in a public hearing by the mayor with a seven (7) day written notice to the licensee affording the licensee an opportunity to appear and defend against the charges contained in such notice. The seven-day notice provisions shall begin the day following delivery by certified mail or by personal service.
- (b) The mayor shall, within seven (7) days after such hearing, if he determines after such hearing that the license should be revoked or suspended, or that the licensee should be fined, state the reason for such determination in a written order and either the amount of the fine, the period of suspension or that the license has been revoked and serve a copy of such order within the seven (7) days upon the licensee.
- (c) Any licensee determined by the mayor to have violated any of the provisions of this article shall pay to the city the costs of the hearing before the mayor on such violation. The mayor shall determine the costs incurred by the city for the hearing, including, but not limited to: court reporter's fees, the costs of transcripts or records, attorneys' fees, the cost of preparing and mailing notices and orders and all other miscellaneous expenses incurred by the city or such lesser sum as the mayor may allow.

- (d) The licensee shall pay said costs to the city within thirty (30) days of notification of the costs by the mayor. Failure to pay the costs within thirty (30) days of notification is a violation of this article and may be cause for license suspension or revocation, or the levy of a fine.
- (e) ~~All fines collected pursuant to this section shall be deposited in a police restricted subaccount of the general corporate fund. The mayor is hereby authorized to award, at his sole discretion, a bounty to a licensee or the licensee's agent or employee, who has, in connection with an attempt to purchase or obtain tobacco products or electronic smoking devices by a person, demanded positive identification and found that person to be misrepresenting his or her age for the purpose of purchasing or obtaining tobacco products or electronic smoking devices. In order to be eligible for a bounty, the licensee, agent or employee must have confiscated the identification and filed a police report regarding the incident. The bounty shall be no less than fifty dollars (\$50.00) and no more than one hundred dollars (\$100.00), and shall be payable from the subaccount established herein.~~

Sec. 9-6968. - Use of premises after revocation.

When any license shall have been revoked for any cause, no license shall be granted to any person for the period of one (1) year thereafter for the conduct of the business of selling tobacco products, electronic cigarettes, and alternative nicotine products ~~or electronic smoking devices~~ in the premises described in such revoked license.

Sec. 9-6979. - Penalty

In addition to any other relief granted by the courts or the Administrative Law Judge, any person violating Sec. 9-~~691961~~ ~~or Sec. 9-962~~ of this Article shall be subject to a fine per section 1-8, general penalty, of this Code.

Sec. 9-~~698700~~. - Transfer of license.

- (a) *Nontransferable.* A license shall be a personal privilege, in force and effect for that period of time set forth in section 9-687 of this chapter, unless sooner revoked as in this chapter provided, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall cease upon the death of the licensee, and shall not descend by the law of testate or intestate devolution.
- (b) *Change in personnel.* Any changes in partnerships, officers, directors, persons holding directly or beneficially more than five (5) percent of the stock or ownership interest, or managers of establishments licensed under this chapter, shall be reported in writing to the mayor, within ten (10) days of the change and such new individuals shall meet all the standards of this chapter and must otherwise qualify to hold a tobacco dealers license.
- (1) When a license has been issued to a partnership and a change of ownership occurs resulting in a partnership interest by one who is not eligible to hold a tobacco dealers license, the license shall terminate.

- (2) When a license has been issued to a corporation and a change takes place in officers, directors, managers or stockholders of more than five (5) percent of the stock, resulting in the holding of office or such of stock by one who is not eligible for a license, the license shall terminate.
- (3) When a license has been issued to an individual who is no longer eligible for a license, the license shall terminate.

Secs. 9-~~699700~~—9-710. - Reserved.”

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 1st day of July 2019.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman Ferguson	_____
Alderman Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____

APPROVED as to form: \_\_\_\_\_  
City Attorney

ADOPTED this 1st day of July 2019.

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

PUBLISHED: \_\_\_\_\_

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:** Ordinance No. 19-O-0023

Amending Chapter 11 Article II, Division 3, Section 11-38  
TOBACCO of the West Chicago Code of Ordinances

**AGENDA NO.** 5.C.

**FILE NO.** \_\_\_\_\_

**AGENDA DATE:** June 24, 2019

**COUNCIL AGENDA DATE:** July 1, 2019

**STAFF REVIEW:** Michael Uplegger, Chief of Police

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

Staff would like to revise the City Code to bring it into compliance with the upcoming changes to the State Law prohibiting persons under 21 years of age from buying or selling tobacco in any of its forms, prohibit selling, giving or furnishing tobacco in any of its forms to persons under 21 years of age, and to prohibit the distribution of tobacco samples. The changes to the State law become effective July 1, 2019.

**ACTIONS PROPOSED:**

Staff recommends adoption of Ordinance No. 19-O-0023.

**COMMITTEE RECOMMENDATION:**

**ORDINANCE NO. 19-O-0023**

**AN ORDINANCE AMENDING CHAPTER 11, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE II OFFENSES, OF THE WEST CHICAGO CODE OF ORDINANCES AFFECTING MINORS**

**WHEREAS**, the City of West Chicago (hereinafter referred to as “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code, 65 ILCS 5/11-20-5 to regulate for the public health; and

**WHEREAS**, the City is authorized, pursuant to its police power, 65 ILCS 5/11-1-1, to carry out the powers delegated to it under its grants of authority; and

~~**WHEREAS**, the City has determined that it is reasonable and necessary, pursuant to its community caretaking function and in furtherance of public safety, to provide restrictions on the purchase of nicotine products by minors; and~~

~~**WHEREAS**, the City recognizes that the use of tobacco products has devastating health and economic consequences; and~~

~~**WHEREAS**, according to Centers for Disease Control and Prevention, tobacco use is the foremost preventable cause of premature death in America; and~~

~~**WHEREAS**, the City further recognizes that young people are particularly susceptible to the addictive properties of tobacco products, and are particularly likely to become lifelong users; and~~

~~**WHEREAS**, according to a national survey on drug use and health in 2013, 95 percent of adult smokers begin smoking before they turn 21. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use; and~~

~~**WHEREAS**, according to an article written by Angelica M. Morales and an article from the Tobacco Documents Library, young minds are particularly susceptible to the addictive properties of nicotine. In addition, tobacco industry documents also show that those who start smoking by the age of 18 are almost twice as likely to become lifetime smokers as those who start after they turn 21.~~

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

Section 1: That Chapter 11, Article II, OFFENSES, Division 3, AFFECTING MINORS SECTION 11-38, Tobacco, of the Code of Ordinances of the City of West Chicago be amended

to reflect the change in Illinois State law in regards to persons under 21 years of age from buying or selling tobacco to read as follows:

Chapter 11 OFFENSES AND MISCELLANEOUS PROVISIONS

“ARTICLE II. - OFFENSES

Sec. 11-38. - Tobacco.

No person in this city shall sell, buy for, deliver to or furnish any tobacco products, electronic cigarettes, and alternative nicotine products ~~cigars, cigarettes, or tobacco in any of its forms,~~ to any persons ~~minor~~ under the age of twenty-one (21) ~~eighteen (18)~~ years, ~~unless upon written order of the parent or guardian.~~ “

(Ord. No. 879, Art. III, § 3, 5-17-65; Ord. No. 2095, § 2, 10-3-88)

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 1st day of July 2019.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman Ferguson	_____
Alderman Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____

APPROVED as to form:

\_\_\_\_\_  
City Attorney

ADOPTED this 1st day of July 2019.

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

PUBLISHED: \_\_\_\_\_

# CITY OF WEST CHICAGO

## PUBLIC SAFETY COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:** Resolution No. 19-R-0030

Creation of the DuPage Metropolitan Emergency Response and Investigation Team (MERIT).

**AGENDA NO.** 5.0.

**FILE NO.** \_\_\_\_\_

**AGENDA DATE:** June 24, 2019

**COUNCIL AGENDA DATE:** July 1, 2019

**STAFF REVIEW:** Julio Calabrese, Deputy Chief of Police

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR** Michael Guttman

**SIGNATURE** \_\_\_\_\_

### ITEM SUMMARY:

The West Chicago Police Department is an active member of the DuPage County Chiefs of Police Major Crime Task Force, or MCTF, and was one of the first Departments involved with the development of the task force concept. MCTF was first formed in 1998 to promote Countywide public safety and enhance the ability of all law enforcement agencies in DuPage County to solve major crimes through resource sharing, partnership building and joint cooperation, consistent training and application of investigative and enforcement methodology. The purpose of the MCTF is to provide member agencies with highly competent and comprehensive investigative, crime scene, evidence collection, analysis and technical assistance relative to incidents of major crimes. Today, MCTF consists of law enforcement agencies from Federal, State and Local Police Agencies, and the DuPage County States Attorney's Office.

The Felony Investigative Assistance Team (FIAT), which West Chicago is not a member, is a multi-jurisdictional police task force comprising of 14 law enforcement agencies in Cook, DuPage and Will Counties. The mission of the FIAT, SWAT and K-9 Teams is to respond to high risk critical incidents requiring specialized training and equipment and to resolve those incidents while minimizing the potential for injury or loss of life to civilians, officers, or suspects. High-Risk situations include, but are not limited to the following: hostage rescue, anti-sniper activity, and barricaded suspect. FIAT consists of five components, namely, SWAT, K-9, Major Case (ie; forcible felony), Planned Events and Major Crash (ie: reckless homicide).

In 2018, the leadership of the DuPage County Major Crimes Task Force (MCTF) and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Association of Chiefs of Police recognized the benefit of consolidating both task force entities into a single County-wide task force (MERIT) that includes the DuPage County Sheriff's Police. The pooling of resources into a combined County-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

**CITY OF WEST CHICAGO**

**ACTIONS PROPOSED:**

Staff recommends approval of Resolution No. 19-R-0030.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 19-R-0030**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT TO JOIN THE  
DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATION TEAM  
(MERIT)**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute an Intergovernmental Police Assistance Agreement to join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT). A copy of the Agreement is attached hereto and incorporated herein in substantially the same form as Exhibit "A".

APPROVED this 1<sup>st</sup> day of July, 2019

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

## Metropolitan Emergency Response & Investigation Team (MERIT) of DuPage County

### **MERIT POLICY STATEMENT:**

In 2018, the leadership of the DuPage County Major Crimes Task Force and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Association of Chiefs of Police recognized the benefit of consolidating both task force entities into a single county-wide task force that includes the DuPage County Sheriff's Police. The pooling of resources into a combined county-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

These agreements and regulations are made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of these protocols is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all the citizens.

We strongly emphasize that no city or village will assert jurisdiction where none exists, and that MERIT will not operate at cross purposes with any assisting agency. In *view* of the fact that some cases comprise a Federal violation as well as a State violation, the use of MERIT will not be extended where such dual jurisdiction exists, unless it be by mutual agreement with Federal authorities.

### **ORGANIZATION:**

MERIT shall be governed by a twelve-member Executive Board; five variable and seven static positions. The five variable positions consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary, & Immediate Past Chairperson. Static positions on the Executive Board include, the MERIT Coordinator, Deputy Coordinators (3), DuPage County Sheriff, DuPage County Chiefs of Police Association Executive Board Member Chief, and the DuPage County States Attorney (non-voting).

The MERIT Chairperson, Vice Chairperson, Secretary, Treasurer, and Immediate Past Chair shall serve as a member of the Executive Board for two (2) consecutive years.

The election of the MERIT Chair and Vice Chairperson shall be held biennially and must be the Chief Executive Officer of a MERIT member agency. With the exception of the inaugural MERIT Executive Board, the Chair and Vice Chair shall be elected by a majority vote of the member agency's CEO's at the annual membership meeting. The election shall be by ballot. If there is but one nominee for the office, the election may be by voice vote. The inaugural MERIT Executive Board will be approved by majority vote at a general membership meeting of the DuPage County Chiefs of Police Association.

The remaining variable positions of Secretary and Treasurer shall be appointed by the Chairperson of the applicable year to a two-year term of office and must be the Chief Executive Officer of a MERIT member agency. Multiple officers from a single agency may not concurrently serve on the Executive Board. No individual may concurrently hold more than one position on the Executive Board.

Vacancies on the Executive Board shall be filled within 60 days.

Objections to rules or actions by the MERIT Executive Board may be made by any member. Objections by members will be brought to a vote by the general membership and decided by a majority *vote*.

## OPERATIONS POLICY

The MERIT Executive Board shall appoint the MERIT Coordinator, Deputy Coordinators, and Commanders of each MERIT Component. Supervisory and Team Leader positions will be filled by the component Commanders with approval by the MERIT Executive Board. These appointments shall be selected from MERIT member agencies.

### **MEMBERSHIP:**

Membership shall be limited to Illinois law enforcement agencies, as defined by Illinois Statute, in DuPage County.

Requests for membership, other than the inaugural members of FIAT, DuPage Major Crimes, Naperville PD, and the DuPage County Sheriff, must be reviewed and endorsed by the Executive Board. The Executive Board shall consider the requesting agencies commitment to provide personnel to the MERIT components. Only those requests that have received the endorsement of the Executive Board will be brought before the Participating Agencies CEO's for consideration at the annual MERIT membership meeting.

Membership shall be approved or disapproved by a majority vote of those member agencies present at the annual membership meeting or at a special meeting convened by the Chairperson of the Executive Board.

Membership may be suspended or revoked in those instances in which a member agency:

- Fails to meet their obligations in accordance with these bylaws or the MERIT Intergovernmental Police Service Agreement (IPSA);
- or is found to be responsible for behavior detrimental to law enforcement or whose continued membership would prove detrimental to MERIT.

Membership may only be suspended or revoked by a two-thirds vote of the member agencies.

The member agency shall have the opportunity to appear before the membership prior to any vote to suspend or revoke their membership.

The Chairperson of the Executive Board may convene a special meeting of the member agencies for the purpose of determining an agency's membership status (e.g. request for membership, suspension or revocation).

### **MEETINGS:**

The Executive Board shall meet on a monthly basis. The date, time, and location of these meetings shall be determined by the Chairperson. Written notice stating the location, day, and time of any meeting of the membership shall be delivered either personally, by mail, fax, or electronic mail to each member entitled to vote at such meeting, not less than five (5) days before the date of the meeting by, or at the discretion, of the Chairperson, Secretary, or the Executive Board members calling the meeting. If mailed, the notice shall be deemed delivered when deposited in the U.S. Mail.

The membership shall meet on an annual basis. The annual membership meeting shall occur in April. The date, time, and location of the meeting shall be determined by the Executive Board. Special meetings of the Executive Board or member agencies may be called by the Chairperson, if MERIT business so dictates.

The Chairperson may suspend, cancel, or delay meetings if they are in conflict with other law enforcement activities. The Chairperson shall preside over all meetings. In the absence of the Chairperson, the Vice-Chair shall preside. An agenda and meeting minutes shall be made available to all member agencies prior to, and following a meeting.

## OPERATIONS POLICY

### RULES OF ORDER:

The rules contained in *Roberts Rules of Order* (current edition) shall govern MERIT in all cases to which they are applicable, and in which they are not inconsistent with the bylaws of MERIT.

Seven (7) voting members of the Executive Board, one of which must include the Chairperson or Vice Chairperson, shall constitute a quorum at Executive Board meetings.

All matters put to a vote at the Executive Board meetings shall be decided by a majority vote of the board, unless otherwise stated in these bylaws.

The presence of a majority of the member communities shall constitute a quorum at the annual membership meeting.

All matters put to a vote at the annual membership meeting shall be decided by a majority vote. Member agency Chief Executive Officers shall each have one vote.

### COMMITTEES:

The Executive Board shall create such committees as are deemed necessary to accomplish the purpose and needs of MERIT.

### OPERATIONAL COMPONENTS:

MERIT shall be comprised of nine (9) operational components:

- Crisis Negotiations
- SWAT
- K-9 Response
- Major Crash Reconstruction
- Incident Management Assistance Team (IMAT)
- Planned Events
- Crime Scene Investigation
- Computer Forensics
- Investigations
- Major Crimes / OIS
- Intelligence

Police officers assigned to a MERIT component shall be restricted to full-time, salaried, commissioned law enforcement officers of the participating law enforcement agency.

### MERIT COORDINATOR, DEPUTY COORDINATORS, AND COMMANDERS:

The MERIT Coordinator, Deputy Coordinators, and Commanders will be appointed by the Executive Board and shall serve at their discretion.

The MERIT Coordinator will act as a liaison to all the member agencies in overseeing the day-to-day affairs of MERIT, particularly during inactive periods.

The MERIT Coordinator shall be assisted by the three Deputy Coordinators. A Deputy Coordinator shall serve as the Coordinator during those instances in which the Coordinator is unavailable.

## OPERATIONS POLICY

The MERIT Coordinator shall:

- Ensure the maintenance of pertinent call-out information, i.e. contact names and phone numbers at member agencies.
- Disseminate reports, including summaries of MERIT activations. Compile an annual report on a calendar year basis for distribution to all members.
- Disseminate a statistical analysis of MERIT activations, arrests, clearances, critical incidents, and results of investigations.
- At the direction of the Executive Board, and in conjunction with the component supervisor, develop or arrange training for MERIT members.  
Oversee financial expenditures relating to MERIT by providing documentation to the Executive Board for approval prior to expenditures being made, except in an emergency where the approval of the President or the President's designee is authorized. Prepare fiscal reports to be distributed at the Executive Board quarterly meetings and the annual membership meeting.
- Maintain all records of MERIT.
- Consult with the Executive Board and advise them of the status of ongoing MERIT operations.

### COMPONENT COMMANDERS:

Component Commanders will be appointed by the Executive Board and shall serve at their discretion. The Deputy Coordinator overseeing Major Crash Reconstruction and IMAT shall serve as the Planned Events Component Coordinator.

The Commander of each component will:

- Maintain pertinent call-out information, i.e., contact names and phone numbers at member agencies.
- Oversee equipment assigned to the component.
- Ensure the preparation all reports, including summaries of MERIT activations.  
Maintain a statistical analysis of MERIT activations, arrests, and clearances, by-products of the investigation, man-hours expended, leads investigated, and interviews conducted.
- At the direction of the Executive Board, develop or arrange training for MERIT members.

### TRAINING:

Members of MERIT will be trained by the member agency, so that each will be able to handle any facet of a MERIT Operation. MERIT training may be provided to supplement and update departmental training, with the goal of enhancing MERIT. Lesson plans for MERIT component training will be approved by the Executive Board through the MERIT Coordinator. Component Commanders are responsible for maintenance of MERIT component training records. All MERIT lesson plans, training records, and related documents created for MERIT remain the property of MERIT and must be authorized for use outside of MERIT by the Executive Board.

### PROCEDURES FOR ACTIVATION OF MERIT:

MERIT activations are considered the highest priority and take precedence over normal duty assignments. However, MERIT recognizes the need for member agencies to maintain sufficient staffing levels, and as such does not require an agency to immediately release a component member if doing so would compromise that agency's effectiveness. Member agencies are expected to make every effort to replace and release on-duty component members as soon as possible. Component members will become subordinate to the component supervisor until the termination of the activation.

## OPERATIONS POLICY

Patrol supervisors from member jurisdictions have the authority to request the activation of a MERIT component. The request to activate a component can be made by contacting the designated PSAP or MERIT Coordinator.

The Lombard Police Department will notify the component commander of the request. The component commander will review the request and, if appropriate, authorize the activation of the component.

Requests for assistance for Planned Events should go directly to the Deputy Coordinator overseeing same. Requests for the Computer Forensics component may be made by directly contacting the component Commander. The MERIT Chairperson, or designee, must authorize a response request from a non-member agency.

The Chairperson of the Executive Board shall have the authority to authorize the activation and deployment of a MERIT component in those instances not expressly permitted by policy, if doing so is based on an exigent need and all other law enforcement resources have been depleted or are not available.

### COMMAND STRUCTURE DURING ACTIVATIONS:

The requesting agency incident commander during any MERIT activation shall be designated by the Chief Executive Officer of the requesting agency. The command structure utilized by any MERIT component during an activation will be consistent with that component's operations policy.

### FISCAL YEAR:

The fiscal year of MERIT shall be from May 1<sup>st</sup> to April 30<sup>th</sup>.

### DUES:

Annual dues shall be \$4,000. Annual dues shall be invoiced prior to May 15<sup>th</sup>. Dues must be paid by June 30<sup>th</sup> of the applicable fiscal year. Changes to the annual membership dues of MERIT by the Executive Board shall be approved by majority roll-call vote by the participating member agencies CEO at the annual membership meeting.

### PERIODIC POLICY REVIEW:

The MERIT Executive Board will review this policy annually and recommend changes as necessary. Changes to the bylaws must be approved by the MERIT member agencies in the manner outlined in the "Rules of Order".

# **METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY**

## **INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT**

### **Recitals**

This Intergovernmental Police Service Assistance (IPSA) Agreement is executed, in multiple counterparts, by the public agency shown upon last page hereof on the date that is set forth on the last page of this (IPSA) 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 most 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 Intergovernmental Police Service Assistance (IPSA) 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 2020/1 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 reasonable and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement mutual aid by and among signatory public agencies to the Intergovernmental Police Service Assistance (IPSA) Agreement, and;

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

Whereas, the establishment of MERIT, as described below, eliminates the need for and will combine existing IPSA organizations, FIAT and the MCTF under MERIT'S authority enhancing intergovernmental law enforcement capacity and communication while further promoting efficient operational structure to enhance positive public safety outcomes for the citizens of its members in a cost effective manner.

# METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Whereas all units of local government signing this Agreement shall be referred to herein as Participating Agencies.

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

## **Section 1. Incorporation of Recitals.**

The foregoing Recitals are incorporated herein and shall constitute material elements of this IPSA Agreement.

## **Section 2. Purpose.**

Participating Agencies recognize that in certain situations the lawful use of law enforcement personnel and equipment to perform law enforcement duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

## **Section 3. Power and Authority.**

A. Rendering and Requesting Aid. Each Participating Agency agrees that all other Participating Agencies and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the Participating Agency and its employees to which they are rendering aid or assistance, even should that unit of local government's boundaries extend beyond the geographic boundaries of DuPage County. Each "Participating Agency" approving this IPSA Agreement) agrees to render and request mutual law enforcement personnel, equipment, resources and facilities ("Resources") to and from other Participating Agencies to the extent such Resources not required for adequate protection of the Participating Agency. The discretionary judgment of each Participating Agency, by its police chief, director of public safety or his/her designee, as to the amount of its resources available to render aid shall be final.

B. Command and Employment. Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this IPSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the chief law enforcement officer, or his or her designee, of the requesting Participating Agency. However, at all times such law enforcement personnel from a responding Participating Agency shall remain employees of the responding Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

# METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

C. Reimbursement. Except as otherwise agreed to in writing between a requesting and responding Participating Agency, all Resources provided under this IPSA Agreement shall be provided without reimbursement to the responding Participating Agency from the requesting Participating Agency.

D. Withdrawal or Termination: Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to The MERIT board's chairperson. All annual fees payable to MERIT shall be paid prior to the effective date of withdrawal or termination and shall not be refunded or prorated: the obligation being annual regardless of the date of withdrawal or termination.

E. MERIT Member Termination. The chairperson may terminate a Participating Members membership in Merit upon 60 days written notice to the Participating Member of its failure or refusal to pay its annual fees. If a Participating Agency becomes a Requesting Participating Agency before the expiration of the 60 days it shall be obligated to pay MERIT the full annual fee for that year.

F. Dissolution. The Executive Board may vote to dissolve the MERIT Organization in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of all directors of the MERIT Organization must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. All participating agencies shall be given fourteen days' notice of the meeting date where the dissolution vote is on the agenda. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The chairperson will immediately notify all members of the MERIT Organization of the dissolution. The Chairperson shall be authorized to effect the dissolution of the MERIT Organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the MERIT Organization.

## **Section 4. Insurance and Indemnification.**

A. Insurance. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

1. Commercial General Liability (Including contractual liability coverage): \$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. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

## METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
  4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
  5. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.
- B. Indemnification. Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own officers or employees in any action or dispute arising in connection with, or as a result of, this IPSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this IPSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.
- C. Reciprocal waiver and release. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases, and discharges all other Participating Agency's from any and all claims, actions, causes of action, injuries, deaths, costs or expenses resulting from any actionable error or omission of that Participating Agency in its performance of this Agreement at the request of a requesting Participating Agency.
- D. Defense. In the event that DuPage Metropolitan Emergency Response and Investigation Team (MERIT) is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of MERIT in such lawsuit, claim or action.

### **Section 5. DuPage Metropolitan Emergency Response and Investigation Team**

- A. Authority. The DuPage Metropolitan Emergency Response and Investigation Team (MERIT) shall carry out the mutual aid roles and responsibilities of the Participating Agencies and is not a separate, independent public agency under 5 ILCS 220/2. All Participating Agencies shall be members of The DuPage Metropolitan Emergency Response and Investigation Team. The DuPage Metropolitan Emergency Response and Investigation Team shall be governed by an Executive Board that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this IPSA Agreement provided such rules and regulations are not inconsistent with the terms of this IPSA Agreement. Participating Agencies agree to abide by all rules and regulations properly adopted and approved by The DuPage Metropolitan Emergency Response and Investigation Team Executive Board. Each Participating Agency agrees not to hold itself out as an agent of The DuPage Metropolitan Emergency Response and

# METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Investigation Team and will instruct each of its employees that they are not to hold themselves out as employees or agents of The DuPage Metropolitan Emergency Response and Investigation Team.

- B. A copy of MERIT's initial by-laws are attached hereto and incorporated herein as if fully set forth a group exhibit 1. The by-laws may be amended by MERIT's executive board, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase MERIT's budget and result in a request to a Participating Agency for an increased payment shall not become effective until approved in the sole discretion of the corporate authorities of the Participating Member. If the Corporate Authorities of a Participating Member refuse or fail to pay a budget obligation to MERIT, the Chairperson shall proceed with termination as Set forth in Section 3 E.
- C. Executive Board. The MERIT Executive Board shall consist of twelve (12) persons comprised of the following:
  - a. The MERIT Coordinator and three Deputy Coordinators.
  - b. The DuPage County Sheriff
  - c. Five (5) Chief Executive Officers from Participating Agencies.
  - d. A current Executive Board member of the DuPage County Chiefs of Police Association.
  - e. DuPage County States Attorney Designee (non-voting member).

**Section 6. Effective Date and Term.** This IPSA Agreement shall become effective upon its adoption by ordinance by at least two units of local government. Upon adoption of an ordinance approving this IPSA Agreement, a unit of local government shall be deemed a Participating Agency. Additional units of local government may become Participating Agencies upon prior approval of the MERIT Executive Board which approval shall not be unreasonably withheld.

## **Section 7. General Conditions.**

- A. Amendment. No amendment or modification to this IPSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.
- B. Binding Effect and Assignment. The rights and obligations in this IPSA Agreement bind the Participating Agencies and may not be assigned or transferred.
- C. Third Party Beneficiary. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law immunities or privileges available to Participating members, their employees,

## METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.

- D. Governing Laws and Venue. This IPSA Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The exclusive venue for the enforcement of the provisions of this IPSA Agreement or its construction or interpretation shall be in a court of law located in DuPage County, Illinois.
- E. Entire Agreement. This IPSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this IPSA Agreement.
- F. Waiver. The failure of a Participating Agency to exercise at any time any rights under this IPSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

**SIGNATURE PAGES ATTACHED**





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# The DuPage Metropolitan Emergency Response & Investigation Team - MERIT





The Shared Services Subcommittee of the DuPage County Chiefs of Police Association Executive Board

---

Sheriff James Mendrick

Chief John Madden

Chief Ray Turano

Chief Dave Anderson

States Attorney Robert Berlin

Chief Steve Herron

Chief Anthony Romanelli

Chief Brian Cunningham

Chief Robert Marshall

Chief Robert Toerpe

Chief Shanon Gillette

Chief James Gunther

Chief Bob Guerrieri

DC Jason Cates

DC Jason Arres

Sgt. Dave Baley

Sgt. Jeremy Thayer





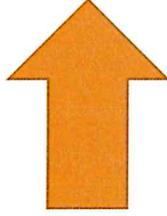
**CURRENT**

**DuPage County Major Crimes Task Force  
Felony Investigative Assistance Team (FIAT)**

**DuPage County Sheriff**

- Crime Scene Investigation
- SWAT
- Computer Forensics
- K-9

**DuPage County Chiefs IMAT**



**JULY 1, 2019 ONE COUNTYWIDE TASKFORCE**

**DuPage County Metropolitan Emergency  
Response & Investigation Team - MERIT**

- Nine Operational Components
  - Crisis Negotiations
  - SWAT
  - K-9 Response
  - Major Crash Reconstruction
  - Incident Management Assistance Team (IMAT)
  - Planned Events
  - Crime Scene Investigation
  - Computer Forensics
  - Major Crimes
  - Investigations / Intelligence / OIS





MERIT Intergovernmental Police Service Agreement – IPSA

The language in the IPSA was approved by:

- Intergovernmental Risk Management Association (IRMA)
- DuPage County States Attorney
- Ancel Glink Law Firm
- Walsh, Knippen, & Cetina Law Firm





## GOVERNANCE

MERIT will be governed by a twelve (12) member Executive Board. The Executive Board will initially meet monthly and then possibly transition to quarterly meetings. Member agencies will meet annually.

Chairperson – Chief Ray Turano  
Vice Chairperson – Chief James Gunther  
Immediate Past Chairperson – Chief Dave Anderson  
Secretary – Chief Brian Cunningham  
Treasurer – Chief Steve Herron  
DuPage County Sheriff James Mendrick  
DuPage Chiefs Executive Board Representative – Chief John Madden  
States Attorney Robert Berlin (non-voting)  
MERIT Coordinator – Chief Anthony Romanelli  
Deputy Coordinator – Deputy Chief Jason Cates  
Deputy Coordinator – Deputy Chief Tim Roberts  
Deputy Coordinator – Deputy Chief Tom Stefanson



## FINANCIAL

Annual Dues \$4,000 per agency.

Monarch Accounting Group of Burr Ridge will be MERIT CPA

- \$1,000 to \$2,000 per quarter (dependent on our demands)
- CPA's \$175 to \$200 per hour

Will require QuickBooks monthly subscription, to work with accounting firm

Will apply as a 501 (c) 6 IRS Organization

- Non-for-profit taxable

Will have EIN/FEIN issued IRS numbers for issuance of W-9's

Will need to open a new bank account

Some Executive Board members will need to supply personal information to IRS



Will need a detailed budget proposal

Will need to prepare 3 year projections for MERIT

Will need to produce set of by-laws

To accept money from FIAT, Major Crimes and DuPage Chiefs (IMAT)

- Finance Sub-Committee
- 3 year review of revenues and expenditures
  - To include producing random expenditures
- Finance Committee will review and produce its own "audit"





## MERIT Structure

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MERIT consists of the operational sections:

1. Tactical Operations
2. Special Operations
3. Investigative Operations

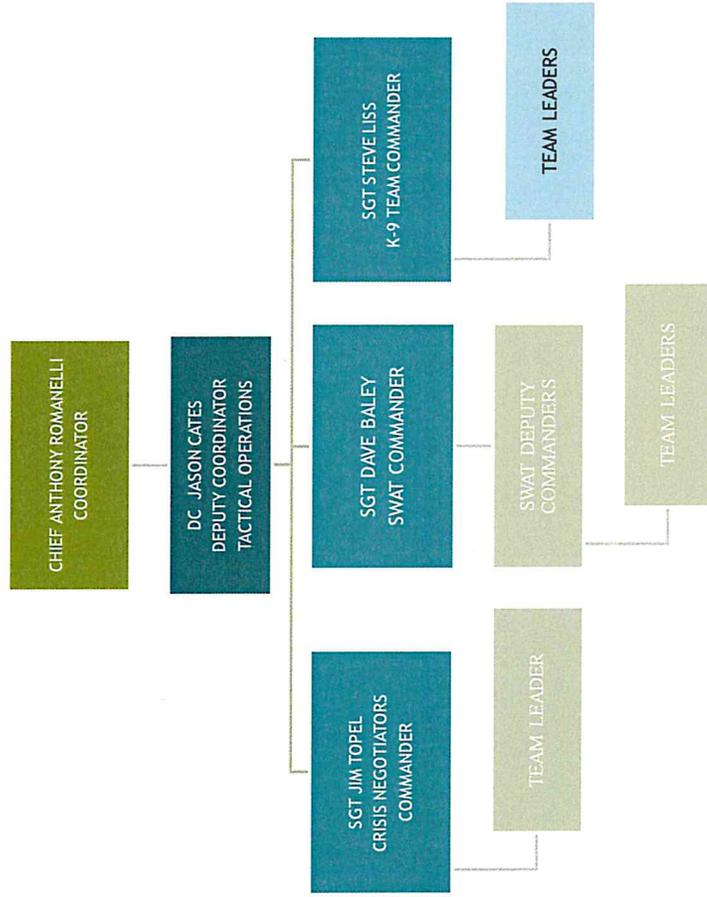
We are estimating approximately 275 to 300 personnel assigned to the this task force.





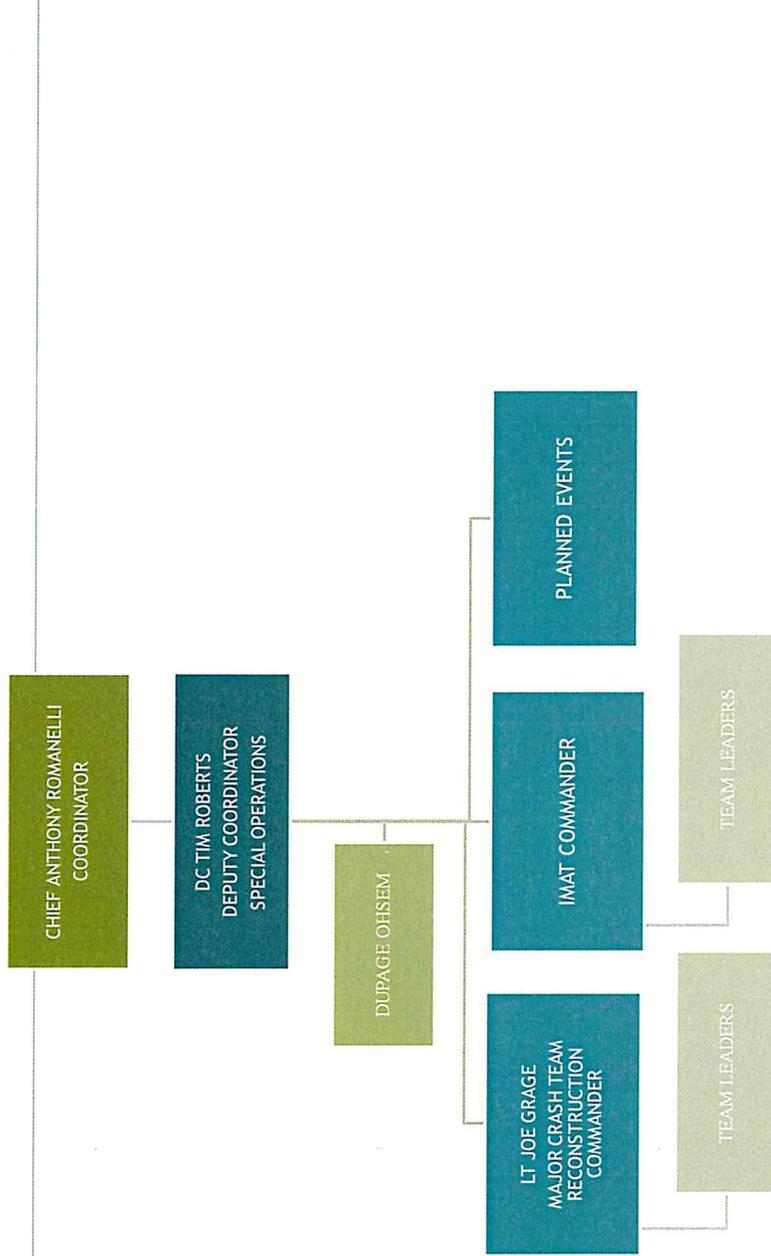
DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATIONS TEAM

[← BACK TO CONTENTS](#)



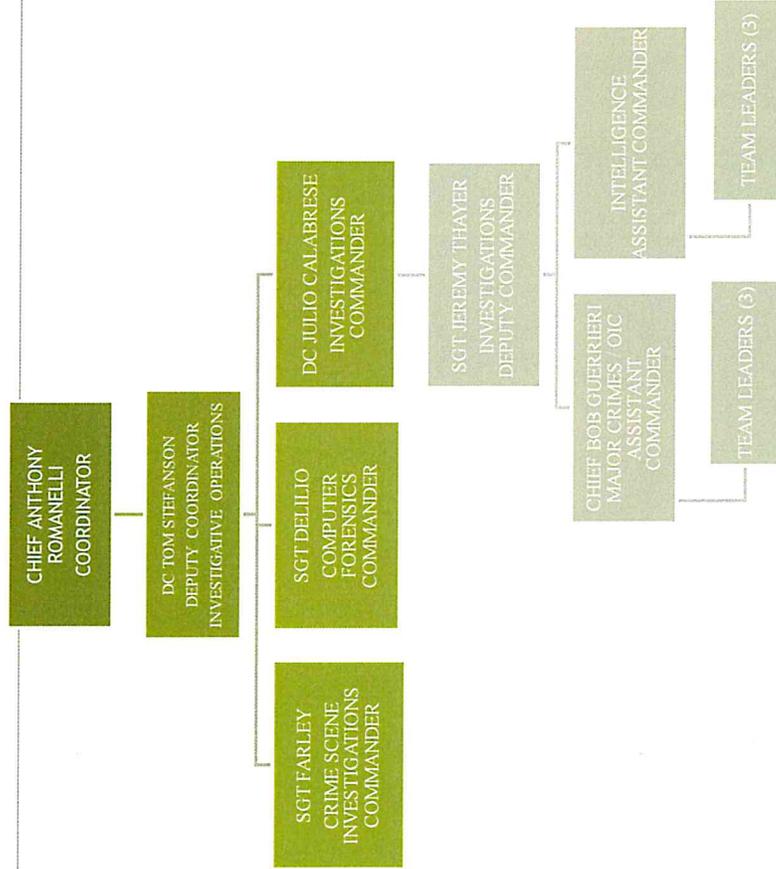


DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATIONS TEAM





DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATIONS TEAM





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## TIMELINE

MERIT becomes operational July 1, 2019

IPSA's and Bylaws will be emailed to all Police Chiefs today.

Please return two signed IPSA's to Chief Ray Turano no later than July 1, 2019.

## QUESTIONS?



## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Purchase and installation of a Mechanical Assist High-Density Mobile Storage System and Pass Through Evidence Lockers at the Police Station.

AGENDA NO. 5.E.

FILE NO. \_\_\_\_\_

AGENDA DATE: June 24, 2019

COUNCIL AGENDA DATE: July 01, 2019

STAFF REVIEW: Michael Uplegger, Chief of Police

SIGNATURE \_\_\_\_\_

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

For FY 2019, the Police Department has planned and budgeted for the purchase and installation of a Mechanical Assist High-Density Mobile Storage System and Pass through Evidence Lockers at the Police Station. The High-density mobile shelving concept will allow the Department to store the same volume of items in a fraction of the space, allowing more room for storage in the present and accommodate growth of incoming evidence in the future.

Police Evidence Storage is a very small and specialized market. Ellis Systems and Bradford Systems are the only two companies in this market. Original quotes were received for the purchase and installation of the above described storage system and evidence lockers as follows:

**Mechanical Assist High-Density Mobile Storage System:**

- Wolter Group (Ellis Systems) , Brookfield, Wisconsin - \$28,065.00
- Bradford Systems, Bensenville, Il. - \$29,340.00

**Pass through Evidence Lockers:**

- Wolter Group (Ellis Systems) , Brookfield, Wisconsin - \$9,040.00
- Bradford Systems, Bensenville, Il. - \$14,310.00

The purchase and installation of the Mechanical Assist High-Density Mobile Storage System and Pass Through Evidence Lockers from the Wolter Group (Ellis System) will be purchased from the Other Capital Outlay line item (0106134806) in which \$38,800.00 has been budgeted for in FY 2019 to cover this expense. Restricted drug funds will be used to fund this project.

**ACTIONS PROPOSED:**

That the West Chicago City Council waive competitive bidding and authorize the purchase of a Mechanical Assist High-Density Mobile Storage System and the Pass Through Evidence Lockers, from Wolter Group, for a cost not to exceed \$37,105.00.

**COMMITTEE RECOMMENDATION:**

**PROPOSAL FOR:**

West Chicago Police Department

Evidence Vault

Eugene Samuel

**Prepared By:**

Ken Pahlke



**WOLTERGROUP** LLC<sup>®</sup>

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WOLTER GROUP LLC

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | **ELLIS SYSTEMS**

WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD

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**CUSTOMER:** West Chicago Police Department  
325 Spencer Street  
West Chicago, IL 60185

**SHIP TO:** West Chicago Police Department  
325 Spencer Street  
West Chicago, IL 60185

Phone : 630-293-2222

Fax :

Terms: Net 30 Days with Credit Approval

Shipping : Prepay & Add

Lead Time : 8-9 weeks

FOB : Factory

Quote Date	Quote No.	Rev	County	Prepared By
6/12/2019	QUO-04852-H0X6Q8	2	17043 - DuPage	Ken Pahlke

We would like to thank you for the opportunity to quote on your Material Handling Equipment requirements. We propose to furnish the equipment, parts or service described herein, in accordance with the specifications, terms and conditions outlined. We are pleased to offer the following:

Mfr	Model	Description	Qty	Sell Each	Total
Aurora Storage	High Density Storage	Mechanical Assist High Density Storage Systems as described in the details below.	1	\$17,195.00	\$17,195.00
Sys Unlimited	Union Installation	Installation of High Density System as per details below	1	\$9,970.00	\$9,970.00
	Fire Retardant Decking	4' x 8' T&G Fire Retardent Decking	8	\$0.00	\$0.00
	Grout	50 lbs Container	7	\$0.00	\$0.00
	Totes for Envelopes	Shelf Bin 17-7/8" x 11-1/8" x 6" OD, 16" x 9.5" x 5-15/16" ID	168	\$0.00	\$0.00
	Freight	Estimated Freight	1	\$900.00	\$900.00

**Total Net Price: \$28,065**

**Additional Notes:**

Mobile Shelving Configuration:

(1) 15' 6" x 48" d x 103" h carriage with Back to Back 24" deep SH1 units.

(1) 15' 6" x 36" d x 103" h carriage with Double Faced 36" d SH1 shelving with centerstops for each opening.

(1) 15' 6" x 36" d x 103" h carriage with Double Faced 36" d SH1 and SH2 units with centerstops. SH2 units come with totes (168 total) to hold up to 9 x 12 envelopes.

System configured with barrier free track, Steel Ramp that wraps two sides, decking that extends to the rear wall. Lifetime Warranty on Structure.

(2) SH4 units 36" w x 12" d x 97.25" h with 6 openings.

**WOLTER GROUP LLC**

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS | WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD



Freight and tax are not included. If you have questions or need additional information, please contact Ken Pahlke at 630-289-0781

Please Email purchase orders to [mrstorage@ellis-systems.com](mailto:mrstorage@ellis-systems.com) or fax to (262) 783-0754.

**Union Installation (prevailing wage)**

- \*During Normal Business Hours
- \*Area of Installation to be Empty Prior to Work Starting in Space
- \*Use of Sallyport for product delivery and storage during installation.
- \*Decking is finished to fire retardant plywood. It can be painted, tiled or carpeted by the client after installation is completed. Finish flooring is not part of the project scope for this quote.
- \*One Phase Installation

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**WOLTER GROUP LLC**

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS | WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD



Buyer hereby grants to Seller a security interest in all equipment and materials listed herein to secure payment in full of the purchase price of all such equipment and materials, and performance of all other obligations by Buyer under this agreement; Buyer authorizes the Seller to file a UCC financing statement with respect to this security interest.

This Proposal is subject to Wolter Group LLC's Standard Terms and Conditions, which are incorporated herein by reference. Buyer expressly agrees to such Standard Terms and Conditions and any inconsistent or additional terms submitted by Buyer are rejected. See: <http://www.wisconsinlift.com/terms-conditions/>

APPROVED AND ACCEPTED BY: West Chicago Police Department

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: X \_\_\_\_\_

**ACCEPTED BY SELLER:**

QUOTATION SUBMITTED BY: Ken Pahlke  
(Project Manager)

SIGNATURE: X \_\_\_\_\_

TITLE: \_\_\_\_\_

(This Quotation shall become a contract only upon signature by the Sales Manager of Seller at its business offices.)

If you have any questions, please contact us:

Project Mgr: **Ken Pahlke**  
Cell Phone: **630-220-4216**  
Email Address: **mrstorage@ellis-systems.com**

Inside Sales:  
Branch Phone: **262-781-8011 ext. 3551**  
Email Address: **MHS@wisconsinlift.com**

Company: **Ellis Systems**  
Address: **490 W. North Frontage Road**  
City/State/Zip: **Bolingbrook, IL 60440**

Customer Name: **West Chicago Police Department**  
Quote Number: **QUO-04852-H0X6Q8**  
Quote Date: **2/11/2019**

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**WOLTER GROUP LLC**

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS | WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD

**PROPOSAL FOR:**

West Chicago Police Department  
Evidence Pass Thru Lockers  
Lisa Eichinger

**Prepared By:**

Ken Pahlke



**WOLTERGROUP** LLC<sup>®</sup>

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WOLTER GROUP LLC

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | **ELLIS SYSTEMS**

WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD

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**CUSTOMER:** West Chicago Police Department  
325 Spencer Street  
West Chicago, IL 60185

**SHIP TO:** West Chicago Police Department  
325 Spencer Street  
West Chicago, IL 60185

Contact : Lisa Eichinger  
Phone :  
Terms : Net 30 Days with Credit Approval

Shipping : Prepay & Add  
Lead Time : 12 weeks  
FOB : Factory

Quote Date	Quote No.	Rev	County	Prepared By
6/17/2019	QUO-04847-L7T6C4	3	17043 - DuPage	Ken Pahlke

We would like to thank you for the opportunity to quote on your Material Handling Equipment requirements. We propose to furnish the equipment, parts or service described herein, in accordance with the specifications, terms and conditions outlined. We are pleased to offer the following:

Mfr	Model	Description	Qty	Sell Each	Total
Tiffin Equipment	10AA	Evidence Pass Thru Lockers 10 Door Keyless Pass Thru Locker. 36" w x 24" d x 82" h. Mail Slots in Both Doors at Top. Includes base, trim and end panels.	1	\$4,179.00	\$4,179.00
Tiffin Equipment	05AD	5 Door Keyless Pass Thru Locker 36" w x 24" d x 82" h.	1	\$3,386.00	\$3,386.00
	Installation	Union Installation - During Normal Business Hours. Client to provide clear opening of 74" w x 83.5" h, units rest on floor.	1	\$1,025.00	\$1,025.00
Tiffin Equipment	Freight	Estimated Freight - Subject to adjustment at the time of shipping.	1	\$450.00	\$450.00
<b>Subtotal for Evidence PT Lockers</b>					<b><u>\$9,040.00</u></b>

**Additional Notes:**

Evidence Pass Thru Locker Area must have old lockers removed and opening framed out to 74" w x 83.5" h. We need studs along the sides and top of the opening to anchor and plumb the lockers!

Freight is estimated and sales tax is not included. If you have any questions contact Ken Pahlke 630-289-0781.

Please email signed quote and purchase orders to [mrstorage@ellis-systems.com](mailto:mrstorage@ellis-systems.com)

**WOLTER GROUP LLC**

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS | WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD



Buyer hereby grants to Seller a security interest in all equipment and materials listed herein to secure payment in full of the purchase price of all such equipment and materials, and performance of all other obligations by Buyer under this agreement; Buyer authorizes the Seller to file a UCC financing statement with respect to this security interest.

This Proposal is subject to Wolter Group LLC's Standard Terms and Conditions, which are incorporated herein by reference. Buyer expressly agrees to such Standard Terms and Conditions and any inconsistent or additional terms submitted by Buyer are rejected. See: <http://www.wisconsinlift.com/terms-conditions/>

APPROVED AND ACCEPTED BY: West Chicago Police Department

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: X \_\_\_\_\_

**ACCEPTED BY SELLER:**

QUOTATION SUBMITTED BY: Ken Pahlke  
(Project Manager)

SIGNATURE: X \_\_\_\_\_

TITLE: \_\_\_\_\_

(This Quotation shall become a contract only upon signature by the Sales Manager of Seller at its business offices.)

If you have any questions, please contact us:

Project Mgr: **Ken Pahlke**  
Cell Phone: **630-220-4216**  
Email Address: **mrstorage@ellis-systems.com**

Inside Sales:  
Branch Phone: **262-781-8011 ext. 3551**  
Email Address: **MHS@wisconsinlift.com**

Company: **Ellis Systems**  
Address: **490 W. North Frontage Road**  
City/State/Zip: **Bolingbrook, IL 60440**

Customer Name: **West Chicago Police Department**  
Quote Number: **QUO-04847-L7T6C4**  
Quote Date: **6/17/2019**

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**WOLTER GROUP LLC**

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS | WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD

BRADFORD  
SYSTEMS

## West Chicago Police Department

Prepared for:  
Eugene Samual

West Chicago Police Department  
325 Spencer Street  
West Chicago, IL 60185

Submitted by:  
Dave Bradford  
847.344.8989  
[dave@bradfordsystems.com](mailto:dave@bradfordsystems.com)

June 17, 2019  
BSC Project #28147

Bradford Systems Corporation is a qualified National IPA Contract provider and is proposing the following Spacesaver equipment and related services benchmarked against:  
**Contract # P15-150-DT**

**Corporate**

945 N. Oaklawn Avenue  
Elmhurst, IL 60126

630-350-3453 office  
630-350-3454 facsimile  
800-696-3453 toll-free

**Missouri & So. Illinois**

1735 Larkin Williams Rd.  
Suite 107  
Fenton, Missouri 63026

636-343-1515 office  
636-343-3588 facsimile  
800-696-3453 toll-free

**Central Illinois**

125 Thunderbird Lane  
Suite 107  
East Peoria, Illinois 61611

309-698-0490 office  
309-698-0491 facsimile

**Indiana**

3815 River Crossing Parkway  
Suite 100  
Indianapolis, Indiana 46240

317-895-0670 office  
317-895-0672 facsimile  
800-862-5036 toll-free

BRADFORD  
SYSTEMS

June 17, 2019

Eugene Samual  
West Chicago Police Department  
325 Spencer Street  
West Chicago, IL 60185

Dear Eugene:

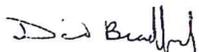
On behalf of Bradford Systems Corporation, I would like to thank you for the opportunity to present this proposal. The following solution has been designed and tailored to meet your storage needs.

We value the opportunity to present our unique capabilities, and look forward to showing you why thousands of clients over the last 50 years have chosen Bradford Systems Corporation to help them solve their most challenging storage dilemmas.

If you have any questions regarding this proposal or if we can make any changes to better accommodate your needs or requirements, please call me at 847.344.8989.

Again, thank you for your consideration.

Sincerely,



Dave Bradford  
Storage Planner

Bradford Systems Corporation  
430 Country Club Drive  
Bensenville, IL 60106  
(m) 847.344.8989  
[dave@bradfordsystems.com](mailto:dave@bradfordsystems.com)

**West Chicago Police Department**  
Project #28147

**Evidence Storage Option 2—High Density Storage Solution:**

**Spacesaver Mechanical Assist High-Density Mobile System:**

- 1 Mobile carriage with dual flange guidance, 32" D x 14' L
- 1 Mobile carriage with dual flange guidance, 36" D x 14' L
- 2 Mobile carriages with dual flange guidance, 36" D x 15' L
- Carriages have a continuous, full-length drive shaft driving all wheels on one side of the carriage
- x Fixed shelving range (to sit directly on the floor)
- 1 B Rail system with 3 rails @ 16' 4-1/2" L
- 1 Low profile floor system with ramp
- 5 Low pressure laminate end panels

**Shelving Components:**

- 2 Four-post single-entry shelving sections, 18" D x 36" W x 88-1/4" H
  - With 6' L locking tambour door
- 3 Four-post single-entry shelving sections, 18" D x 42" W x 88-1/4" H
  - With 10' 6" L locking tambour door
- 4 Four-post double-entry shelving sections, 32" D x 42" W x 88-1/4" H
- 8 Four-post double-entry shelving sections, 36" D x 42" W x 88-1/4" H
- 4 Four-post double-entry shelving sections, 36" D x 48" W x 88-1/4" H

**Project Investment:**

**Evidence Storage Option 2-Total—Material, Delivered & Installed      \$29,340.00**

**Notes:**

1. The above quote is based on the drawings.
2. A non-refundable down payment of one-third (1/3) of the contract, is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion.
3. This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.
4. Pricing valid for 30 days.

**West Chicago Police Department**  
Project #28147

**Evidence Storage—Spacesaver Evidence Locker Storage Solution:**

**Evidence Lockers:**

- (1) Pass-thru evidence locker, 36" W x 24" D X 82" H
- Locker has 6 "E" doors and 2 "E" doors with Digi locks
  
- (1) Pass-thru evidence locker, 36" W x 24" D X 82" H
- Locker has 1 "B" door, 1 "D" door and 2 "E" doors
  
- (1) Pass-thru evidence locker, 36" W x 24" D X 82" H
- Locker has 1 "A" door, 1 "F-F" door, 1 "E" door with mail slot and 1 "E" door with Digi lock

**Door Sizes:**

- "A" door, 30-7/8" wide x 37-1/4" high
- "B" door, 14-9/16" wide x 74-3/4" high
- "D" door, 14-9/16" wide x 37-1/4" high
- "E" door, 14-9/16" wide x 18-5/8" high
- "FF" door, 14-9/32" wide x 18-5/8" high

**Project Investment:**

**Evidence Locker-Total—Material, Delivered & Installed      \$14,310.00**

**Notes:**

1. *The above quote is based on the drawings.*
2. *A non-refundable down payment of one-third (1/3) of the contract, is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion.*
3. *This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.*
4. *Pricing valid for 30 days.*

**West Chicago Police Department**  
Project #28147

1. Purchase orders should be made out to the following:  
Bradford Systems Corporation  
430 Country Club Drive  
Bensenville, IL 60106
2. Purchase orders may be sent via:
  - Email: [purchaseorders@bradfordsystems.com](mailto:purchaseorders@bradfordsystems.com)
  - USPS: 430 Country Club Drive, Bensenville, IL 60106
  - Facsimile: (630) 350-3454
3. Please send the following in conjunction with your purchase order:
  - Reference BSC project # 28147 on your purchase order
  - Project Information Sheet
  - Signed copy of the proposal and project drawings

**West Chicago Police Department**  
**Project Implementation Information**  
Project #28147

**Purchase Order Information:**

P.O. #: \_\_\_\_\_

Approved by: \_\_\_\_\_

**Project Selections:**

Laminate End Panels: \_\_\_\_\_ (See 8 Standard Finishes)

Four-Post Shelving: \_\_\_\_\_ (See 10 Standard Finishes)

Lockers: \_\_\_\_\_ (See 10 Standard Finishes)

Type of Floor Covering: \_\_\_\_\_ (Carpet, Carpet tile, VCT)

Tambour Door Locks:  Keyed Different  Keyed Alike

**Delivery Information:**

Delivery Address: \_\_\_\_\_

Delivery Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Truck or Delivery Time Restrictions: \_\_\_\_\_

Delivery Dock:  Yes  No \_\_\_\_\_

Freight Elevator:  Yes  No \_\_\_\_\_

**Order Acknowledgement/Billing Information:**

Order Acknowledgement Required?  Yes  No \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**Installation Information:**

Installation Address: \_\_\_\_\_

Floor/Room: \_\_\_\_\_

Requested Installation Date: \_\_\_\_\_

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

Construction Schedule Available:  Yes  No \_\_\_\_\_

Client Provided Dumpster Available:  Yes  No \_\_\_\_\_

Are There Security Requirements:  Yes  No \_\_\_\_\_

Parking: Permission/Permits:  Yes  No \_\_\_\_\_

Certificate of Insurance Required:  Yes  No \_\_\_\_\_

General Contractor Name/Phone:  Yes  No \_\_\_\_\_

STANDARD TERMS AND CONDITIONS

1. GENERAL: These terms and conditions shall apply to sales from Bradford Systems Corporation to Buyer and to any quotation by Bradford Systems Corporation for sales. These terms and conditions shall not be superseded by any terms and conditions in Buyer's order except as otherwise specifically agreed in writing executed by all parties to this agreement. The paragraph headings contained herein are for purposes of reference only and are not to be considered in the interpretation of any clauses contained herein. This agreement may be executed in counterpart and a copy of this agreement shall be as binding as is the original.
2. ENGINEERING: The proposal drawings and/or specifications of any quotation are confidential engineering data, and represent Bradford Systems Corporation investment in engineering skill and development, and remain the property of Bradford Systems Corporation. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to Bradford Systems Corporation. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering.
3. SURVEYS, PERMITS AND REGULATIONS: Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by Bradford Systems Corporation, except as otherwise stated.
4. PAYMENT: This system has been specially designed and will be specially manufactured for the Buyers unique requirements. A non-refundable down payment of one-third (1/3) of the contract is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion. One and one-half (1-1/2) percent interest per month will be charged on any unpaid balance after thirty (30) days. If the installation is not entirely complete upon final invoicing, a holdback of reasonable value is allowed without incurring interest charges. A 4% convenience fee will be applied to all orders paid with a credit card.
5. TAXES: All applicable sales taxes, as required by law, will be billed, unless Bradford Systems Corporation has a current Tax Exempt Letter or Resale Certificate on file.
6. EXPIRATION DATE: Pricing is valid for thirty (30) days. After thirty days, a new proposal and revised pricing may be required.
7. CANCELLATION: On all canceled orders, Buyer shall compensate Bradford Systems Corporation for its performance, commitments and damage as follows; Buyer shall pay Bradford Systems Corporation a cancellation fee not to exceed the original purchase price.
8. CHANGE ORDERS: Should the Buyer order changes or additions to the work, such orders and adjustments shall be made in writing to Bradford Systems Corporation utilizing Bradford's formal change order document. The contract price and installation/delivery fees shall be adjusted according to the changes in the work specified in the change order.
9. INSURANCE: Bradford Systems Corporation's employees who enter Buyer's premises will have Workmen's Compensation coverage in statutory limits and Bradford Systems Corporation's automobiles will be covered by Public Liability and Property Damage Insurance.
10. DELIVERY: Installation or delivery date is approximate. Bradford Systems Corporation shall not be liable for delays in or failures of delivery due to changes requested by Buyer, or causes beyond its control. If shipment is delayed at the request of Buyer, payment shall be made by Buyer as though shipment had been made as specified and for any expenses incurred by Bradford due to Buyer's request in delaying shipment.
11. STORAGE: If product is stored for more than thirty (30) days at Bradford Systems Corporation due to delays in delivery caused by buyer, Bradford will charge buyer at the rate of 1% of buyer's invoice per month pro-rated daily.
12. DAMAGE: After product arrival at site, any loss or damage by weather, other trades, fire or other elements, shall be the responsibility of the Buyer. The Buyer agrees to hold Bradford System Corporation harmless for loss for such reasons.
13. BUYER RECEIVING: If the Buyer receives product for any reason, the Buyer is responsible for checking the product during off-load and noting on the packing slip any damage or possible damage and notifying Bradford Systems Corporation immediately. If Bradford does not receive a written notice and copy of the packing slip within twenty-four (24) hours, the Buyer agrees to pay any additional replacement product and delivery costs if a freight claim cannot be awarded.
14. SITE CONDITIONS: Buyer shall provide Bradford Systems Corporation with a free and clear construction site. Buyer shall remove all material and/or construction from the area. Buyer will furnish Bradford with adequate electrical power to operate tools required for the installation.
15. UNLOADING, SPOTTING AND STORAGE: Buyer shall provide Bradford Systems Corporation with adequate unloading facilities and sufficient access to same to insure Bradford's efficient unloading procedure. Adequate aisles shall be provided by the Buyer to provide efficient handling of the materials from the unloading of storage area to construction site.
16. COMMENCEMENT OF INSTALLATION: Bradford Systems Corporation will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer's building is ready for use and necessary utilities and equipment are supplied thereto.

17. **COMPLETION:** Installation shall be deemed completed upon acceptance or use of any equipment by Buyer.
18. **OVERTIME:** This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.
19. **TESTING:** All material and equipment for testing the installation shall be provided at Buyer's expense. At the time when Bradford Systems Corporation states to the Buyer that the work is complete, the Buyer will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to Bradford a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform Bradford in writing of the reasons for such declination. If the Buyer fails to so notify Bradford of if the Buyer fails to make such inspection the work shall be conclusively deemed to have been accepted by the Buyer.

### PROJECT TERMS AND CONDITIONS

1. **FLOOR COVERING:** If Bradford Systems Corporation is not the contractor for the installation of the floor covering, Buyer's floor covering contractor is responsible for coordinating floor covering installation after Bradford installs system rail and floor.
2. **FLOOR LOADING:** Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Floor load data that applies to the project is subject to interpretation by a certified structural engineer. BSC is providing reference data for determining load and distribution conditions. Floor load and considerations are to be reviewed and evaluated by a qualified engineer. It is the responsibility of client to have this system approved for the floor loading if needed. If media weight is unknown; we recommend a sample weight be verified in the field.
3. **FLOOR DRILLING:** Buyer is responsible to notify Bradford Systems Corporation of any electrical or other obstructions located in the floor and Buyer is responsible for relocating said obstructions at Buyer's expense. Anchoring and/or hammer drilling may be required to which it is the Buyers responsibility to notify Bradford if there are any building restrictions on when this work may be performed.
4. **SEISMIC:** Buyer is responsible for determining if a seismic evaluation is necessary at which Bradford Systems Corporation will provide all equipment information for a seismic evaluation by an engineer if applicable.
5. **FIRE CODE:** Fire code typically requires an 18" minimum clearance between installed height of shelving system and any sprinkler system. It is the Buyer's responsibility to verify that the proposed shelving system height meets this requirement prior to the placement of purchase order.
6. **SPACESAVER WARRANTY:** A 5-year standard warranty and 1-year scheduled maintenance are included with your installation. Extended warranty and maintenance agreements are available upon request.
7. **SPACESAVER SYSTEM TRAINING & ORIENTATION:** Bradford Systems Corporation offers training to all potential users to insure safe and efficient system operation upon the Buyer's request.

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Client Signature

Title

Date

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# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE: Proposal for Butterfly Mural on Southwest Corner of Supermercado Tampico Building**

**AGENDA ITEM NUMBER:** 6.A.

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** June 24, 2019

**COUNCIL AGENDA DATE:**

**STAFF REVIEW:** Rosemary Mackey

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

### ITEM SUMMARY:

The Cultural Arts Commission wishes to build the City's collection of meaningful Public Art installations which aim to capture the spirit and story of the community, as well as document the past and present and create a sense of place that is uniquely West Chicago.

As such, the Commission is proposing the creation of a mural by prolific Mexican artist Juan Chawuk, which makes a strong symbolic connection between Monarch butterfly migration and the migration of diverse immigrant populations that traveled to West Chicago throughout its history. As West Chicago celebrates the Year of the Butterfly, the mural would capture the transformative beauty of butterflies, the need to appreciate and nurture these important pollinators, and the opportunity to celebrate One West Chicago through art.

Members of the Commission have been talking with owners of Supermercado Tampico and confirmed interest in the mural being installed on the southwest side of their building, with visibility to countless commuters of Metra as well pedestrian traffic from the walking trail and from Main Street. The mural, approximately eight feet by sixteen feet, would be the first of several similarly sized panels of a related theme which could be added in subsequent years.

Specific details addressing budget, materials, and maintenance are contained in the attached Commission-generated proposal, including a rendering of the proposed artwork for the first panel.

A formal hosting agreement will be created with owners of Supermercado Tampico, naming the City of West Chicago as the owner of the artwork, once the project is approved.

### ACTIONS PROPOSED:

Consideration of the Commission's proposal.

### COMMITTEE RECOMMENDATION:

**Juan Chawuk (Juan Aguilar Santis)**

Birthdate: January 30, 1971

Birthplace: Las Margaritas, Chiapas

Residency: San Cristóbal de las Casas, Chiapas, Mexico

Email: [juanchawuk@hotmail.com](mailto:juanchawuk@hotmail.com)

Cellular: 01152 1967 1030 589

**BIO**

Juan Chawuk is a Tojolobal Maya from Chiapas, Mexico, and is considered by many to be the best artist in Chiapas, Mexico, and an area known worldwide for its artistic excellence. He has had exhibits as well as done murals all over Mexico, in the United States and Europe. He is an excellent educator and is amazing with children and he can do workshops and projects with students and can paint murals as well.

**U.S. exhibits**

West Chicago, Illinois

Chicago

Kansas City, Missouri

Los Angeles, CA

Milwaukee, WI

Moline, Illinois

Phoenix, Arizona

Rutgers University

He has also done murals in Kansas City and Chicago.

He has also exhibited and held workshops in

Belgium

China

Columbia

France

Italy

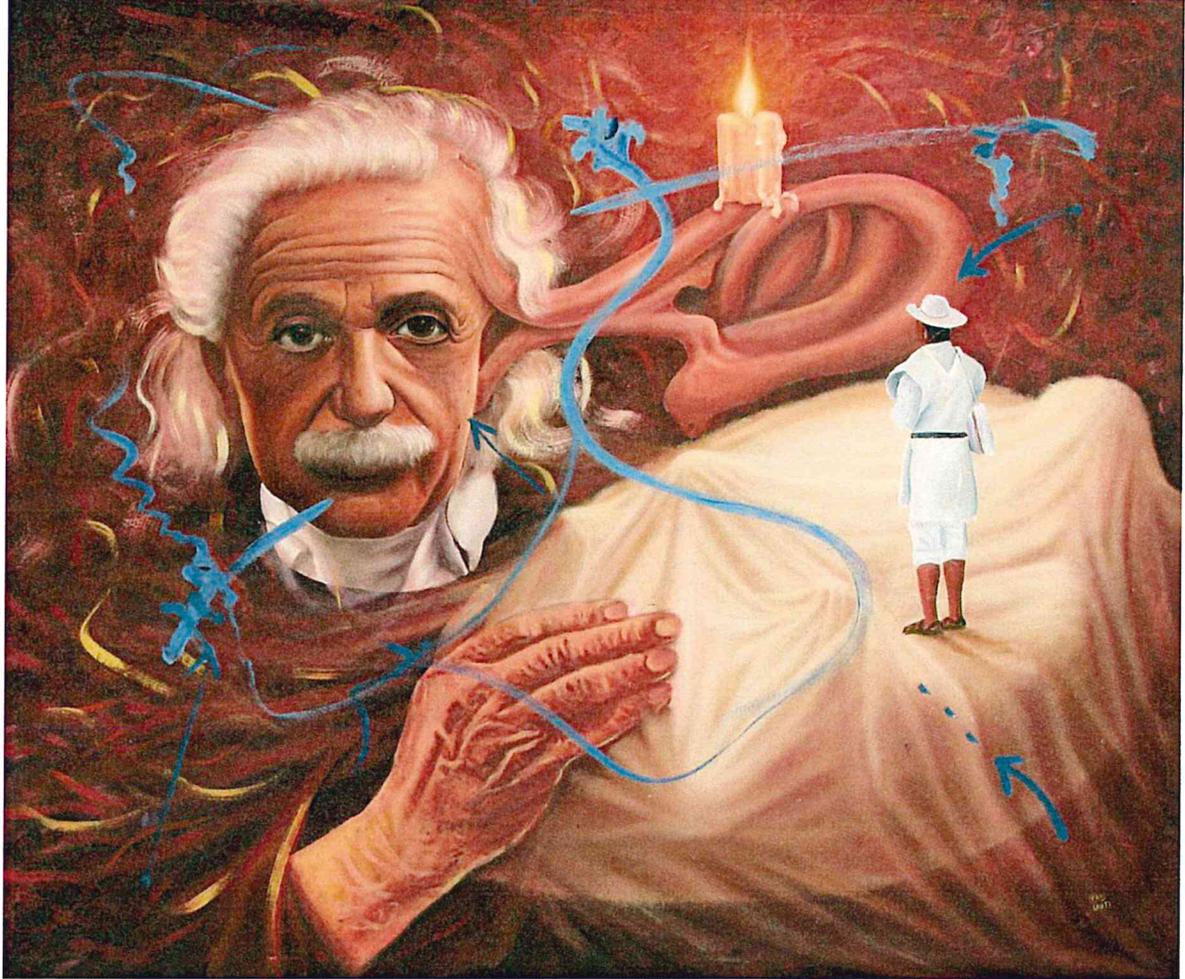
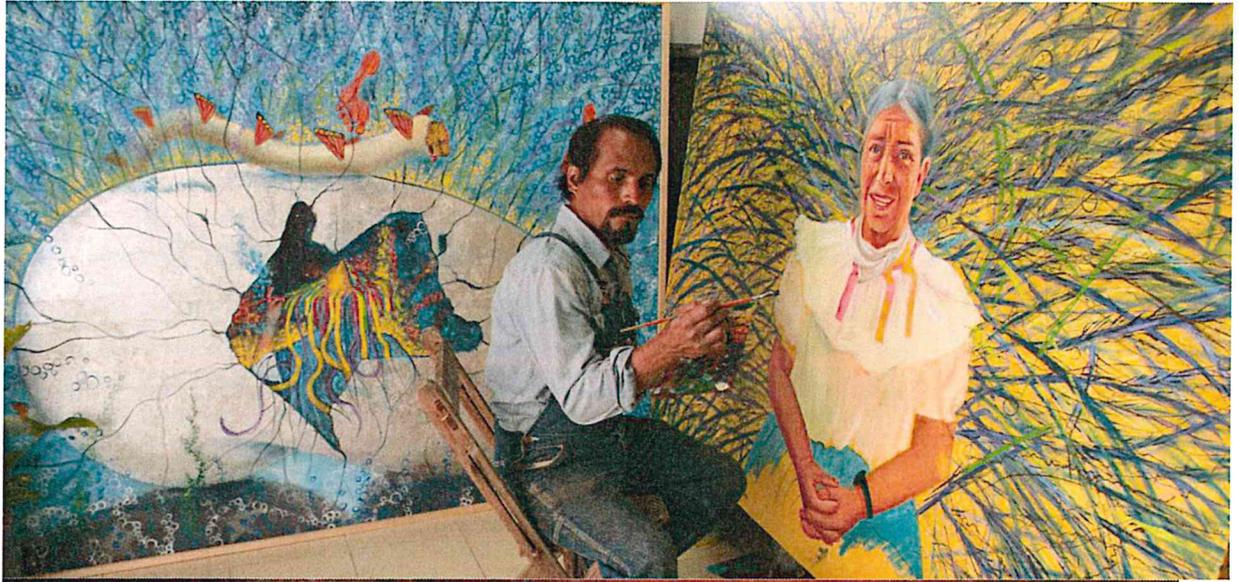
## ARTIST STATEMENT

Ideas appear unbidden to topic or established styles. Chawuk's journey in the arts is visionary but barely accepted because it is complex and arduous. He himself flees from the comfortable ease of a trend or label. He leaps into risk. He neither self-excludes nor indulges himself in vanity art. Instead, even in mistakes, he exalts rational, emotional intelligence within the freedom found therein. That is when the panorama unfolds in his creation, strengthening the reflection of textures of Character, Time and Matter. With the allure of pheromonic attraction that transports us over rainbows of acceptance and respect for human diversity or the uncovering of feculent humanity's racism or discrimination.

Below is a mural from Kansas City school and the second is a mural he did at Solorio. He has done 6 murals in the U.S. and over 20 in Mexico. The others are samples of his work.











Following Mexican artist, Juan Chawuk's success three years of projects in c West Chicago working with People Made Visible and the Mexican Cultural Center DuPage, the West Chicago Cultural Arts Commission (CAC) has approach Juan for a special public art project directly tied to West Chicago's year of the butterfly.

The CAC truly believes West Chicago is a leader in suburban art, and would like to better showcase that through public art at strategic entry points into the City. After discussions with the Ocampo family, who own Supermercado Tampico, it has been proposed to place a butterfly mural on the southwest side of their building to greet visitors who enter West Chicago on the train. The goal would be to expand public murals to eventually cover the entire west side of the building, beautifying the space that greets many people.

An 8 foot by 16 foot mural is proposed, attached digital sketch is proposed, although please see reference images for Juan's work which is more representative of the actual style the mural will be painting in. The mural will be painted onto four aluminum panels in an open studio at Gallery 200, located at 103 W. Washington, over a three week time frame, and then the panels will be directly attached to the Supermercado Tampico building in a way that complies with public art standards and in a way that makes maintenance most efficient.

Juan has been engaged through the College of DuPage's upcoming Frida 2020 exhibit planning committee to do an art piece of the upcoming Frida Kahlo show in July 2019, and West Chicago would be able to have Juan in West Chicago following his work in Glen Ellyn for COD, further capitalizing on the publicity he will receive for his project there.

The budge for the project is as follows:

Artist fee	\$3,000
Artist housing & food	\$550
Aluminum panels	\$500
Paint, primer, sealer, brushes	\$700
Plaque label	\$100
Installation	\$350
<b>Total budget</b>	<b>\$5,200</b>

\$5,000 of this will be covered from the CAC's budget. As the piece will belong to the City of West Chicago, but be hosted by Supermercado Tampico, Tampico is willing to cover the additional \$200 toward the installation fee.

The CAC will place this public art piece into its maintenance plan which entails an annual review of all public art with assessments for repairs and maintenance procedures such as resealing, that will be added to each budget request. Maintenance fees are estimated to be minor based on assessments of previous projects and other communities' projects.





Proposed mural digital draft



other examples of Juan's murals

# **WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT**



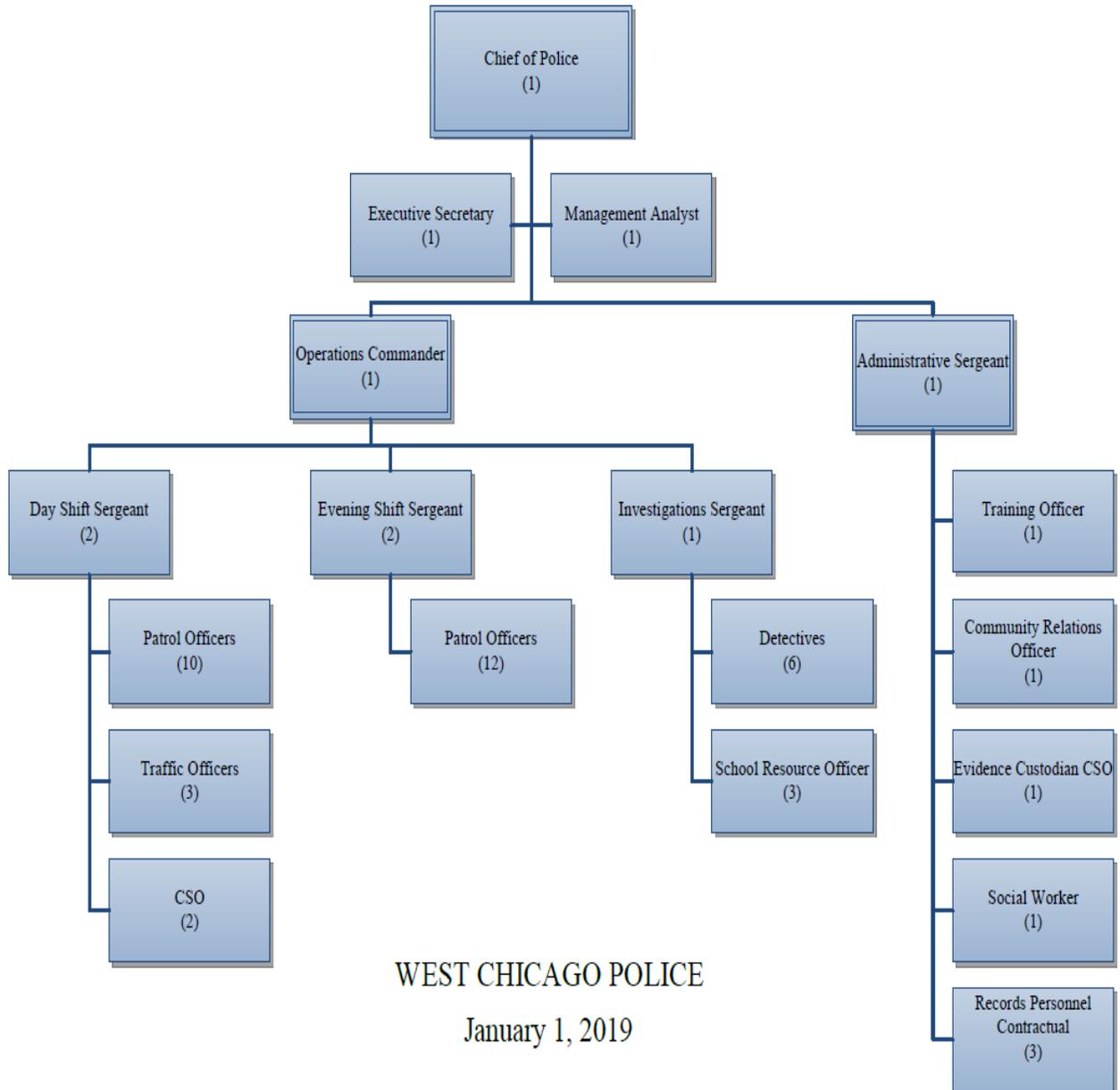
## **MARCH 2019**

Michael Uplegger, Chief of Police

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## Organizational Chart



## Department Overview

The Mission of the West Chicago Police Department is to Protect Life and Liberty, Provide Quality Police Services, and Forge Community Partnerships with Integrity and Professionalism.

There are three divisions in the Police Department: Office of the Chief of Police, Support Services Division, Operations Division.

The Office of the Chief of Police's primary responsibility is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Management Analyst, and the Executive Secretary.

The Support Services Division consists of Evidence/Property, Training Officer, Community Relations, Vehicle and Building Maintenance, Records and Social Services.

The Operations Division consists of Uniformed Patrol, Traffic Safety Unit, the Investigations Unit, School Resource Officers and Community Service Officers.

## Personnel

On Sunday, March 3<sup>rd</sup>, members of the West Chicago Police Department participated in the 2019 Law Enforcement Torch Run Polar Plunge. Those who dunked themselves into the freezing waters of the Silver Springs State Fish and Wildlife Area in Yorkville included: Chief Uplegger, Commander Calabrese and his daughter, Sergeant Cargola and his daughter, Detective Peterson, his two daughters and son, Detectives Herbert, Bowers, Calabrese and Flanigan, Officer Jones, Community Service Officer Sollis and Executive Assistant Bautista. Their efforts raised over \$5,600 for Special Olympics Illinois.



On March 6<sup>th</sup>, the Department held Coffee with a Cop at Dunkin Donuts located at 110 W. Roosevelt Rd. Chief Uplegger, Sergeants Gaztambide and Shackelford, Officers Nielsen, Reavley, Rosenwinkel and Bertany as well as Detective Herbert were on hand to take questions and talk with residents.



On March 20<sup>th</sup>, Officers participated in Rapid Deployment Training. The hands on, scenario-based training prepares officers to respond to an active shooter situation.



## **Criminal Activities**

### **Residential Burglary:**

Person(s) unknown entered a residence in the 800 block of Brentwood Dr. and ransacked two bedrooms. The residents advised they left their home to run errands and secured the doors. Upon returning home, they discovered someone had rummaged through two upstairs bedrooms. Investigation is ongoing.

### **Criminal Damage to Motor Vehicle:**

A known person damaged the victim's vehicle in the 1200 block of Nuclear Dr. The car's paint had been scratched. Officers interviewed the suspect who admitted damaging the victim's vehicle. The suspect's spouse agreed to pay for the damage and the victim declined to press charges.

### **Criminal Damage to Property:**

Person(s) unknown damaged the basement bedroom window of a residence in the 900 block of Hahn Pl.

### **Criminal Defacement:**

Person(s) unknown spray painted gang-related graffiti on a fence in the 1200 block of S. Oak St.

Person(s) unknown spray painted gang-related graffiti on a fence in the 1100 block of S. Bishop St.

### **Strong Arm Robbery:**

Two victims were picked up by unknown persons at the McDonald's located at 305 S. Neltor Blvd. The victims were driven to an apartment complex in the 800 block of Burr Oaks Dr. where they were beaten and a cell phone was taken from one of them. Investigation is ongoing.

### **Criminal Trespass to Property:**

Two individuals were observed on surveillance cameras walking around inside of the General Mills facility located at 705 W. Washington St. Officers entered the building and located the two individuals in the northeast section of the building. The suspects stated they were "Urban Explorers" and were filming the inside of the factory. Both were issued local Ordinance citations for Criminal Trespass to Property, served with No Trespass Letters, and released from custody.

A known person, who had been sleeping inside the Steak and Shake located at 320 W. North Ave., was refusing requests by management to leave. The subject was served with a No Trespass letter and left the restaurant. Shortly afterward, Officers were dispatched to the BP gas station located across the street from the Steak and Shake, for a homeless subject loitering in the station. An Officer transported the individual to a homeless shelter for the evening.

**Retail Theft:**

Two persons unknown entered Menards located at 220 W. North Ave., and removed a no bark dog collar, two wireless fence dog collars and two remote dog trainers without paying for the items. Loss is estimated at \$779.74.

**Theft Under \$500.00:**

Person(s) unknown attempted to purchase two packages of cigarettes using a debit card at the Citgo gas station located at 250 S. Neltnor Blvd. The suspect's card would not process the transaction so the suspect took the two packages of cigarettes and ran from the store. Loss is set at \$16.20.

Person(s) unknown removed approximately 20 bottles of Corona beer from the victim's porch in the 200 block of E. Stimmel St.

**Motor Vehicle Theft:**

Person(s) unknown removed a motorcycle from a business in the 1700 block of Metoyer Ct. Surveillance video captured three individuals arriving and loading the motorcycle into the back of a pickup truck. Investigation is ongoing.

**Delivery Container Theft:**

Person(s) unknown removed a semi-trailer from the unsecured lot of a business in the 1800 block of W. Hawthorne Ln.

**Theft of Gasoline:**

Person(s) unknown pumped \$57.03 worth of gasoline into a vehicle and left the Thorntons gas station located at 1330 S. Neltnor Blvd. without paying. No offender information is available. The license plate on the suspect vehicle had been previously reported stolen to the Round Lake Beach Police.

Person(s) unknown pumped \$45.06 in gasoline into a vehicle and left the Thorntons gas station located at 1330 S. Neltnor Blvd. without paying. No offender information is available. The license plate on the suspect vehicle had been previously reported stolen to the Naperville Police.

**Fraud:**

Person(s) unknown repeatedly telephoned the victim and purported to be a representative from Publishers Clearing House. The victim was advised she won a \$2,500,000.00 prize but had to pay legal fees and prepay taxes. The victim was instructed to purchase \$800.00 worth of gift cards and provide the caller with the redemption codes. The victim was also instructed to wire \$400.00 from Walmart and mail two \$7,500.00 checks to an individual in Mississippi. The victim's financial planner learned of these occurrences and realized the victim was being defrauded. A stop payment order was placed on the checks that had already been mailed. Investigation is ongoing

Person(s) unknown telephoned the victim and advised him that his identity had been stolen by two individuals in California. The victim was advised he needed to post a government bond of \$2,000.00, purchase \$2,000.00 in Google play cards and provide the caller with the redemption codes for the Google Play Cards. The victim provided the codes for \$500.00 worth of cards before being advised by a coworker that this was a scam.

Person(s) unknown called the victim and stated he was from Com Ed. The victim was instructed to load a Green Dot Money Pak card with \$500.00, call back and provide the caller with the redemption code(s) for the card. The victim did as instructed. When the caller told the victim he still owed \$490.00 and that the power was going to be shut off if he did not pay, the victim hung up and called Com Ed, who informed the victim he had no balance due.

Person(s) unknown telephoned the victim and stated they were from Com Ed. The caller stated a crew was on the way to the victim's home to turn off the power unless unpaid bills were satisfied. The victim was instructed to load a Money Pak card with \$500.00 and provide the caller with the codes to the card. The victim provided the suspect with the codes to the card. The victim then called Com Ed and learned they had not contacted him.

**Battery:**

A known person struck the victim in the face and chest with his fist at a facility in the 900 block of Joliet St. The victim declined to press charges and the offender was transported to Central DuPage Hospital for evaluation.

**Credit Card Fraud:**

A known person used the victim's credit cards without the victim's knowledge or permission. The credit card company notified the victim that \$2,485.11 had been charged to the victim's account. The victim believes the suspect is a relative. Investigation is ongoing.

**Predatory Criminal Sexual Assault of a Child:**

A known person sexually abused a child at a residence in the 900 block of Appletree Ln. The DuPage Children's Center is investigating this matter.

**Child Pornography:**

A known person has been sending inappropriate text messages to students at the West Chicago Community High School. Investigation is ongoing.

**Burglary to Motor Vehicle:**

Person(s) unknown entered an unsecured vehicle in the 200 block of Sophia St. and removed a debit card from the victim's purse.

Person(s) unknown entered an unsecured vehicle parked in the 200 block of Post Oak Cir. and removed approximately \$30.00 from inside the car.

Person(s) unknown entered a secured vehicle in the parking lot at Menards located at 220 W. North Ave. and removed three tools. A suspect vehicle was captured on the store's surveillance video. Investigation is ongoing.

Person(s) unknown entered the victim's vehicle in the 900 block of N. Neltnor Blvd. and removed her purse. The victim's purse contained approximately \$300.00, house keys, a driver's license and miscellaneous credit cards.

West Chicago Police Department Monthly

**Monthly Performance**

Activities	Dec 2018	Jan 2019	Feb 2019	Mar 2019	YTD 2019	YTD 2018	Total 2018
Calls for Service (911 Calls)	690	718	623	687	2,028	2,178	9,336
Officer Generated Activity	1,589	1,575	1,282	1,268	4,125	5,924	21,502
Traffic Stops	810	755	677	724	2,156	2,537	9,875
Traffic Citations	472	412	400	435	1,247	1,391	5,928
Traffic Warnings	458	447	410	418	1,275	1,456	5,578
Parking Citations	174	300	259	312	871	765	3,094
Traffic Crashes	76	74	66	45	185	237	930
Incident Reports	247	260	257	268	785	879	3,396

## Uniform Crime Report

State law mandates that Illinois law enforcement agencies report the occurrence of selected offenses and arrests within specific Index Crime categories. The State then forwards the data to the Federal Bureau of Investigation. The Uniform Crime Reporting (UCR) Program has been the starting place for law enforcement executives, students of criminal justice, researchers, members of the media and the public at large seeking information on crime in the nation.

<b>Crime</b>	<b>2017 Total</b>	<b>2018 Total</b>	<b>2019 YTD</b>
Murder	0	2	0
Robbery	11	6	1
Criminal Sexual Assault	7	9	2
Aggravated Assault/Battery	12	13	2
Burglary	53	27	7
Theft	250	191	38
Arson	1	0	0
Motor Vehicle Theft	15	17	1
Human Trafficking Commercial Sex Acts	*	0	0
Human Trafficking Involuntary Servitude	*	0	0
<b>Total UCR</b>	<b>349</b>	<b>265</b>	<b>51</b>

### SUPPLEMENTAL CRIMES

Criminal Damage to Motor Vehicle	68	53	7
Criminal Damage to Property	54	63	9
Criminal Defacement	34	88	17
Simple Assault/Battery	67	12	20
<b>Total Supplemental</b>	<b>223</b>	<b>216</b>	<b>53</b>

## Officer Activities

On March 2<sup>nd</sup>, Officers Schoonhoven, Rigler, Mielke and Berg responded to the 700 block of Lincoln Ave. for a report of an attempted Burglary to Motor Vehicle. Two person(s) approached a vehicle parked in a driveway. Witnesses heard the suspects shouting and then observed the suspects break the driver's side window and windshield of the vehicle before running from the scene. One witness exited the house and began to chase after the suspects while the vehicle owner called 911. Officers located the two suspects in the 800 block of Parkside Ave. The subjects, who were intoxicated and uncooperative, were taken into custody and transported to the Station. The DuPage County State's Attorney's Office approved felony charges of Mob Action and Criminal Damage to Property. After being fingerprinted, photographed and served with a No Trespass Letter for the address of the incident, the subjects were transported to the DuPage County Jail.

On March 1<sup>st</sup>, Officer Bertany met with the complainant who advised he received notification from his credit card company of suspicious activity on his account. Multiple transactions were made for the purchase of gift cards at various locations within West Chicago, totaling over \$1,000.00. Officer Bertany obtained surveillance videos and receipts for the transactions. The victim was shown the video and was able to identify the suspect as a relative. During the course of this investigation, Officer Bertany learned that the suspect had also used the victim's credit card at stores in St. Charles, Aurora and Warrenville. The DuPage County State's Attorney's Office approved felony charges of Financial Identity Theft and Unlawful Use of Credit Card. On March 30<sup>th</sup>, the suspect was arrested in Aurora, Illinois. The suspect was transported to the West Chicago Police Station where he was fingerprinted and photographed, after which the suspect was transported to the DuPage County Jail.

On March 8<sup>th</sup>, Officers Mielke and Rigler were dispatched to the 500 block of Main St. for a report of a suspicious vehicle and possible drug activity. Upon arrival, Officers located the vehicle, which contained two individuals. While speaking with the two subjects the Officers detected an odor of cannabis emitting from the vehicle. Upon speaking further with the occupants, the driver of the vehicle admitted to having a baggie containing a white powdery substance in his pants. Officers located and removed the contraband and placed the individual under arrest. The second individual was released with no charges. The substance field-tested positive as heroin/fentanyl. The DuPage County State's Attorney's Office approved a charge of Possession of a Controlled Substance. After being fingerprinted and photographed, the suspect was transported to the DuPage County Jail.

On March 9<sup>th</sup>, Officers Richards, Sauseda, and Schoonhoven and Sergeant Langelan responded to the 900 block of Roosevelt Rd. (Lorlyn Plaza) for a large group of people fighting. Upon arrival, Officers observed a large group of people that began walking away. Officers were able to detain one individual. Upon checking the individual for weapons, Officers located a cylindrical glass pipe. The suspect said he used it to "burn oils". The suspect was transported to the Station. The residue from the pipe field-tested positive for methamphetamine. The DuPage County State's Attorney's Office approved a felony charge of Possession of Methamphetamine. After being fingerprinted and photographed, the suspect was transported to the DuPage County Jail.

On March 13<sup>th</sup>, Officers Alaniz, Rigler and Landbo responded to the 100 block of W. Washington St. for the report of a domestic battery. The offender allegedly pointed a gun at the victim, threatened to kill her and then fled the area. Upon arrival, Officers located the victim who had obviously been the victim of a battery. While speaking with the victim, Officers learned that the suspect had placed the handgun into a cooler and took it with him. Officers located the offender in a business in the 100 block of W. Washington St. and took him into custody. The cooler, which contained the handgun and a small amount of cannabis, was also located. The DuPage County States Attorney's Office approved felony charges of Armed Habitual Criminal and Unlawful Possession of a Weapon by a Felon. After being fingerprinted and photographed, the suspect was transported to the DuPage County Jail.

On March 21<sup>st</sup>, Detectives Calabrese and Flanigan were patrolling in the area of Pomeroy St. and Blakely St. when they observed an occupied car parked in the driveway of a residence in the 200 block of Pomeroy St. Upon speaking with the individual, the Detectives learned that the individual was wanted on the authority of an arrest warrant. The suspect was placed under arrest and transported to the Station. Upon searching the vehicle, Detectives located drugs and drug paraphernalia. The DuPage County State's Attorney's Office approved a charge of Possession of a Controlled Substance. After being fingerprinted and photographed, the suspect was transported to the DuPage County Jail.

On March 23<sup>rd</sup>, Officer Richards and Detective Calabrese and Sergeant Langelan responded to a residence in the 100 block of W. Lester St. for a possible heroin overdose. Upon arrival, the subject was located lying on the floor in an upstairs bathroom. The individual was unconscious and had labored breathing. Upon being issued a dose of Narcan, the subject began to regain consciousness. The subject was transported to Central DuPage Hospital by personnel from the West Chicago Fire Protection District for further treatment.

# WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



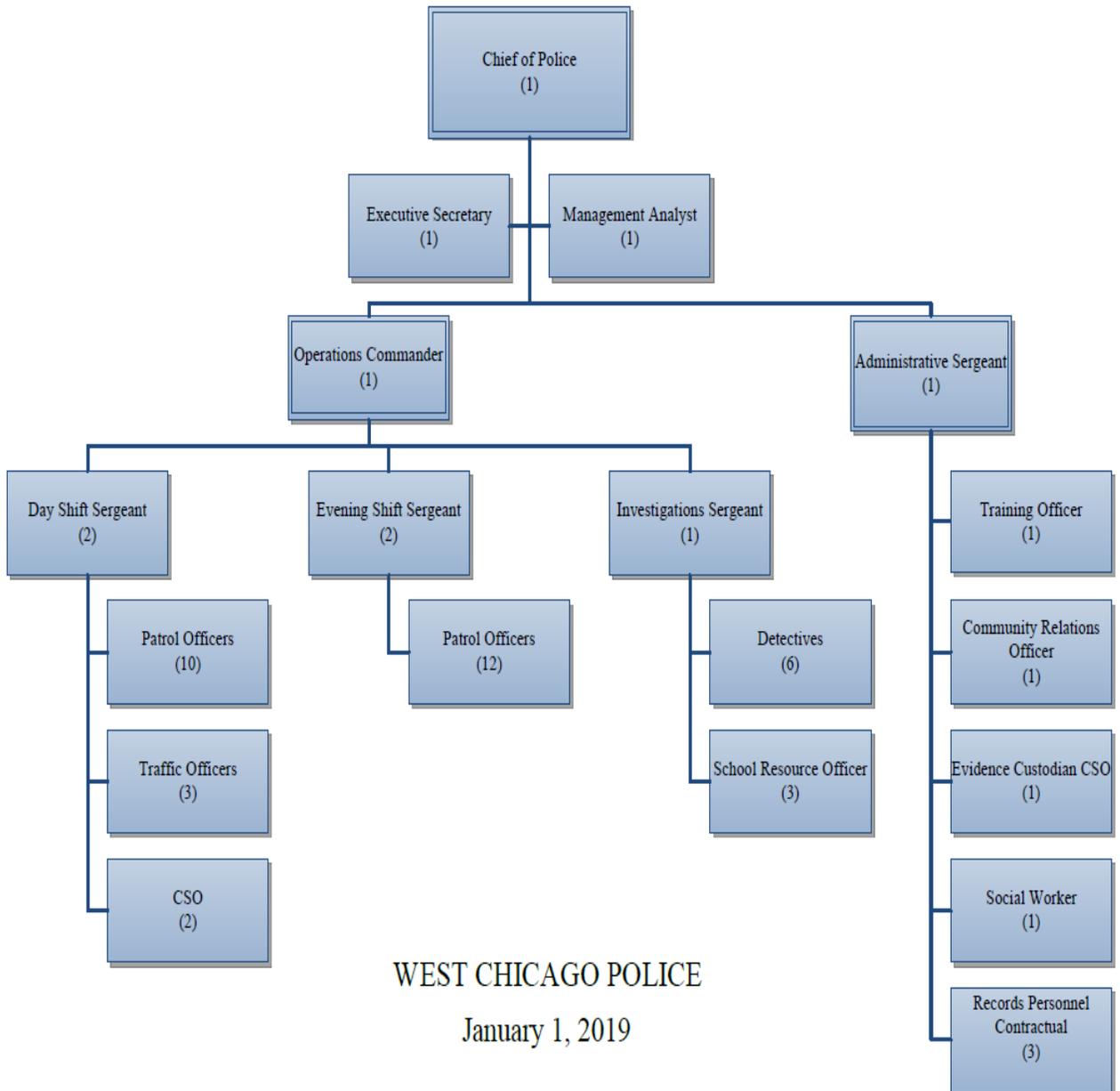
**APRIL 2019**

Michael Uplegger, Chief of Police

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## Organizational Chart



## Department Overview

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The Office of the Chief of Police's primary responsibility is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Management Analyst, and the Executive Secretary.

The Support Services Division consists of Evidence/Property, Training Officer, Community Relations, Vehicle and Building Maintenance, Records and Social Services.

The Operations Division consists of Uniformed Patrol, Traffic Safety Unit, the Investigations Unit, School Resource Officers and Community Service Officers.

## Personnel

On April 3<sup>rd</sup>, Department personnel were at the Starbucks located at 200 W. North Ave. for Coffee with a Cop. In attendance to meet and talk with residents were Chief Uplegger, Commander Calabrese, Sergeant Samuel, Officer Nielsen and Community Service Officer Garcia.



On April 11<sup>th</sup>, a number of Department employees attended the annual Senior Luncheon held at the ARC Center. Attending were Chief Uplegger, Commander Calabrese, Sergeants Samuel and Zurick, Officers Rosenwinkel, Jones and Nielsen, Administrative Assistant Bautista and Community Service Officer Garcia.



On April 13<sup>th</sup>, the West Chicago Police Department hosted a free public training event on "Active Shooter Preparedness and Response". Attendees were educated on what an active shooter is, how first responders handle an active shooter incident and how they can respond if they were ever to find themselves in that situation. The training was held at the West Chicago Fire Protection Training Facility located at 320 Kress Road, and was led by Officers Rosenwinkel, Potts and O'Neil.



## Personnel

On April 26<sup>th</sup>, Department members and Mayor Pineda participated in School District 33's Annual Wellness Walk.



## **Criminal Activities**

### **Burglary:**

Person(s) unknown entered a business in the 300 block of Industrial Dr. and removed chainsaws, hedge trimmers and weed trimmers. Investigation is ongoing.

### **Residential Burglary:**

Person(s) unknown removed jewelry from the victims' apartment in the 800 block of Burr Oaks Dr. Loss is estimated at \$550.00.

### **Burglary to Motor Vehicle:**

Person(s) unknown removed the victim's wallet from an unsecured vehicle in the 200 block of Kress Rd. The wallet contained \$260.00, a driver's license, insurance card and gift cards.

### **Criminal Damage to Motor Vehicle:**

Person(s) unknown damaged a vehicle parked at Menards located at 220 W. North Ave. Both passenger side tires had been punctured. Surveillance video of the incident was obtained from Menards. Investigation is ongoing.

Person(s) unknown damaged a vehicle parked in the 1100 block of S. Neltnor Blvd. The paint had been scratched on the driver's side of the vehicle.

Person(s) unknown damaged a vehicle in the 1200 block of Kings Cross. The passenger side front and rear tires had been punctured.

Person(s) unknown damaged a vehicle parked in the 500 block of Kenwood Ave. A brick had been thrown through the rear window of a car.

### **Criminal Damage to Property:**

Person(s) unknown damaged the window to a business in the 400 block of E. Roosevelt Rd. A piece of asphalt had been thrown at the window damaging the outer window pane.

A known person damaged three trees belonging to St. Andrew's Golf and Country Club. The suspect was located, admitted to cutting branches off the tree that hung over the fence, and onto his property in the 500 block of Partridge Dr. Damage was estimated at \$300.00. The suspect was issued a local Ordinance citation for Criminal Damage to Property.

### **Criminal Defacement:**

Person(s) unknown spray painted non-gang related graffiti on the south wall and sidewalk of the George St. tunnel near Vine St.

Person(s) unknown spray painted gang-related graffiti in a dugout at Pioneer Park.

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Person(s) unknown spray painted non-gang related graffiti on the back of a Stop sign at the southwest corner of Gates St. and Pomeroy St.

Person(s) unknown spray painted gang-related graffiti on the sidewalk at the intersection of S. Oak St. and Glen Ave.

Person(s) unknown spray painted non-gang related graffiti on the rear of a building in the 300 block of Wilson Ave.

Person(s) unknown spray painted gang-related graffiti on a dumpster enclosure in the 300 block of Clayton St.

Person(s) unknown spray painted non-gang related graffiti on the rear of a business in the 500 block of W. North Ave.

Person(s) unknown spray painted gang-related graffiti on a retaining wall in the 600 block of Barber St.

### **Criminal Trespass to Property:**

A known person entered into the McDonald's located at 305 S. Neltnor Blvd., after having been previously served with a Criminal Trespassing Letter. The suspect left the area prior to police arrival.

### **Retail Theft:**

Person(s) unknown removed five pneumatic roofing nailers from Menards located at 220 W. North Ave. Loss is estimated at \$1,445.00.

### **Theft Under \$500.00:**

Person(s) unknown pumped \$44.92 worth of gasoline into a vehicle and left the Thorntons gas station located at 1330 S. Neltnor Blvd. without paying. No offender information is available. The license plate on the suspect vehicle had been previously reported stolen to the Naperville Police.

The victim received a call from a person purporting to be from Microsoft. The victim was advised his computer was infected and the caller could fix it. The victim was instructed to purchase a \$100.00 Google card and provide the caller with the code, which the victim did. The caller then stated the victim's computer was infected worse than thought and instructed the victim to purchase an additional \$400.00 in Google cards. The victim believed it was a scam and hung up.

### **Theft Over \$500.00:**

A known person removed the victim's cell phone from a business in the 200 block of W. North Ave. Surveillance video from the store shows a customer placing the phone in his pocket. Investigation is ongoing.

**Theft From Motor Vehicle:**

Person(s) unknown removed the catalytic converter from a vehicle parked in the 1200 block of Kings Cir.

**Theft of Lost/Mislaid Property:**

Person(s) unknown removed the victim's wallet from an unsecured vehicle in the 1500 block of W. Roosevelt Rd. The wallet contained \$500.00 and a bank debit card.

**Fraud:**

Person(s) unknown removed money without permission from the victim's bank account. When reviewing her bank account, the victim noted that \$1,800.00 had been withdrawn from the account at a bank in Indiana. Investigation is ongoing.

Person(s) unknown used a fraudulent check to purchase merchandise for \$1,079.78 at Menards located at 220 W. North Ave. A video of the transaction is available. Investigation is ongoing.

**Credit Card Fraud:**

Person(s) unknown charged \$1,000.00 to the victim's credit card. The bank cancelled the charge and closed the victim's account.

**Forgery:**

A known person illegally obtained funds from a business in the 900 block of E. Roosevelt Rd. Beginning in February of 2019, the storeowner's family began to notice checks being issued against the business's account made out to a former employee. Investigation is ongoing.

**Aggravated Discharge of a Firearm:**

Person(s) unknown discharged a firearm in the area of Lincoln Ave. and Brown St. The complainant stated he heard three gunshots and saw an older model SUV leave the scene westbound on Brown St. at a high rate of speed. Investigation is ongoing.

**Criminal Sexual Assault:**

A known person is alleged to have sexually assaulted a 14-year-old victim at a residence in the 1200 block of Augusta Ave. during 2016. The report was forwarded to the DuPage County Children's Center for investigation.

**Predatory Criminal Sexual Assault of a Child:**

A known person sexually assaulted the victim at a residence in the 100 block of W. Pomeroy St. The DuPage Children's Center and Department of Children and Family Services were notified of the allegation and will investigate.

**Aggravated Criminal Sexual Abuse- Forcible Fondling:**

A known person has been inappropriately touching a child in the 1200 block of Bishop St. The DuPage County Children's Center was notified and will investigate.

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## Monthly Performance

Activities	Jan 2019	Feb 2019	Mar 2019	Apr 2019	YTD 2019	YTD 2018	Total 2018
Calls for Service (911 Calls)	718	623	687	739	2,767	2,908	9,336
Officer Generated Activity	1,575	1,282	1,268	1,140	5,265	7,685	21,502
Traffic Stops	755	677	724	699	2,855	3,449	9,875
Traffic Citations	412	400	435	445	1,692	1,975	5,928
Traffic Warnings	447	410	418	335	1,610	1,948	5,578
Parking Citations	300	259	312	235	1,106	946	3,094
Traffic Crashes	74	66	46	54	240	306	930
Incident Reports	260	257	268	253	1,038	1,179	3,396

## Officer Activities

On April 3<sup>rd</sup>, Officers Moos, Reyes and Winton and Detectives Bowers, Calabrese and Flanigan responded to Supermercado La Chiquita located at 133 W. Roosevelt Rd., for a report of a fight involving a gun. Officers were further advised that the individuals involved in the fight had left the scene and were last seen walking towards the Jewel. Officers located two subjects (one adult and one juvenile) walking with a bag of groceries on Augusta Ave. The subjects were detained for questioning while officers viewed surveillance video at Supermercado La Chiquita and surrounding businesses. The video showed the two individuals stopped had been in the business and had been involved in the altercation. The two subjects were taken into custody. Officers looked through the bag of groceries and found a loaded .40 caliber handgun. Upon arrival at the Station, the individuals were interviewed. The DuPage County State's Attorney's Office approved charges of Aggravated Unlawful Use of a Weapon, Unlawful Possession of a Weapon by a Street Gang Member and Unlawful Possession of a Firearm and Ammunition against the adult suspect. Charges approved against the juvenile suspect included Aggravated Unlawful Use of a Weapon, Unlawful Possession of a Weapon by a Street Gang Member, and Unlawful Possession of a Firearm by a Felon. Both were photographed and fingerprinted. The adult was transported to DuPage County Jail while the juvenile was transported to the Kane County Youth Home.

While conducting a foot patrol at the Train Depot located at 508 Main St. on April 9<sup>th</sup>, Officer Rigler observed a subject passed out on one of the benches. Officer Rigler also observed what appeared to be drugs and drug paraphernalia in close proximity to the subject. Sergeant Gaztambide arrived to assist. The subject was detained based on the drug paraphernalia. During a search of the subject, Officer Rigler located what appeared to be drugs and drug paraphernalia. The individual was placed under arrest and transported to the Station where one of the substances field-tested positive for heroin. The DuPage County State's Attorney's Office approved charges for possession of a controlled substance. Additional charges are pending lab results of the other substances. After the suspect was fingerprinted and photographed, he was transported to the DuPage County Jail. The Illinois Department of Corrections was also notified due to the fact the suspect was on parole. The Illinois Department of Corrections will be obtaining a warrant for the suspect's arrest for the parole violation.

On April 10<sup>th</sup>, Officers Makofski, Fearon, and Richards and Sergeant Langelan responded to an apartment in the 600 block of W. Forest Ave. for a Domestic Battery call. The victim alleged being choked and then locked out of the apartment. Upon arrival, Officers met with the victim and learned there was also an active Order of Protection in place. The suspect had blocked entry to the apartment by placing a sofa in front of the door. Officers attempted to convince the suspect to open the door but to no avail. After being unable to convince the suspect to surrender, Officers forced entry to the apartment and placed the suspect under arrest. The suspect complained of being injured and was transported by West Chicago Fire Protection District personnel to Central DuPage Hospital, where he was examined by hospital personnel. Upon being released from the hospital, the suspect was transported to the Station. The DuPage County State's Attorney's Office approved a felony charge of Violation of an Order of Protection. After being fingerprinted and photographed, the suspect was transported to the DuPage County Jail. The Illinois Department of Corrections was also contacted due to the fact the suspect was on parole. The Illinois Department of Corrections will be obtaining a warrant for the suspect's arrest for the parole violation.

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On April 17<sup>th</sup>, Officers executed a search warrant at an apartment in the 800 block of Burr Oaks Dr. during which they located a large amount of drugs and a handgun. The individual living in the apartment was arrested and transported to the Station. The DuPage County State's Attorney's Office approved charges of Possession of a Controlled Substance with Intent to Deliver, Possession with Intent to Deliver Cannabis and Unauthorized Use of a Weapon by a Felon. After the suspect was fingerprinted and photographed, he was transported to the DuPage County Jail.

On April 24<sup>th</sup>, Officer Sauseda responded to a burglar alarm in the 1200 block of W. Roosevelt Rd. Upon arrival, Officer Sauseda located a vehicle occupied by two individuals in the driveway of the business. Upon meeting with the occupants of the vehicle, Officer Sauseda observed open alcohol in the vehicle. Officer Zepeda and a Winfield Police Officer arrived to assist. Permission was granted to search the vehicle. During the search, Officers located drug paraphernalia and drugs. The subjects were placed under arrest and transported to the Station, where they were interviewed. The DuPage County State's Attorney's Office approved a charge of Possession of Methamphetamine against both individuals. After being fingerprinted and photographed, they were both transported to the DuPage County Jail.

On April 26<sup>th</sup>, Officers Moos, Reavley, Bertany, Gelsomino, Kowalik and Winton conducted Arbor Day enforcement activities on Arbor Ave. during which they made 24 traffic stops and issued 23 citations. Citations included 13 tickets for speeding, two for seat belt violations, four for sign violations, one for an uninsured motor vehicle, one for no driver's license and two for equipment violations.