

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

**Monday, April 26, 2021
7:00 P.M. – Council Chambers**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Public Affairs Committee of March 22, 2021
3. Public Participation / Presentations
 - A. SAF-T Act Presentation
4. Items for Consent
 - A. Resolution No. 21-R-0028 – RedSpeed Illinois and City of West Chicago Agreement
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
 - A. West Chicago Police Department Monthly Reports
9. Adjournment

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday, March 22, 2021 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 Alderman Brown, Hallett, Birch Ferguson, Swiatek, Short (joined at 7:11pm) and Jakabcsin.

Rosemary Mackey attended via Zoom.

2. Approval of Minutes.

A. Chairman Chassee informed the Committee that Mayor Pineda has determined that in person meetings are not practical at this time, so Zoom meetings will continue.

B. Public Affairs Committee Minutes of February 22, 2021. Alderman Swiatek 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 and Jakabcsin. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

4. Items for Consent.

A. Wheaton Academy Fireworks – Alderman Birch Ferguson made a motion to deny this item due to lack of firework permit signed, seconded by Alderman Hallett. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

B. Virtual Blooming Fest – Alderman Hallett made a motion, seconded by Alderman Jakabcsin for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

5. Items for Discussion.

A. 2021 Public Art Project Milkweed Art Campaign – The consensus of the Committee is for Ms. Mackey to go back to have the conversation about folding the master plan development of Cultural Arts Commission into the City Planning process.

6. Unfinished Business.

7. New Business.

Chairman Brown, Hallett, Birch Ferguson and Short addressed the concerns of speeding complaints in their ward area. Interim Chief Shackelford will look into speedy complaints.

8. Reports from Staff.

Interim Chief Shackelford reported to staff that coyotes are opportunist animals driven by their need for food, therefore residents should not feed these animals. Another option is apply for a permit with the Illinois Department of Resources and then hire a trapper and trap the nuisance coyote.

9. Adjournment. Alderman Birch Ferguson made a motion to adjourn, seconded by Alderman Hallett. The motion was approved by voice vote, and the meeting adjourned at approximately 7:35pm.

Respectfully submitted,

Yahaira Bautista

Administrative Assistant to Chief of Police
West Chicago Police Department

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 21-R-0028

Agreements necessary for the continued administration of the red light camera program:

- Month-to-month agreement between the City of West Chicago and RedSpeed Illinois, LLC
- Agreement with the Illinois Secretary of State

AGENDA ITEM NUMBER: 4.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: April 26, 2021

COUNCIL AGENDA DATE: TBD

STAFF REVIEW: Christopher Shackelford, Interim Chief

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

SIGNATURE _____

ITEM SUMMARY:

The existing contract between the City of West Chicago and RedSpeed Illinois, LLC ("RedSpeed") expired on February 6, 2021. Due to uncertainty of the impact of pending legislation on red light camera programs in the State, a month-to-month agreement to continue services per existing terms is recommended at this time. Once the pending legislation is settled, the impact, if any, can be factored into a new contract with RedSpeed.

Additionally, the Illinois Secretary of State ("SOS") mandates that every two years an agreement be signed between the City of West Chicago, RedSpeed and the SOS. This agreement contains terms and restrictions on the use of the data that RedSpeed purchases from the SOS needed to administer the City's red light camera program.

Please see the attached agreements, one with RedSpeed and one with the SOS, for complete details.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 21-R-0028.

COMMITTEE RECOMMENDATION:

RedSpeed® Illinois

April 19, 2021

Mayor Ruben Pineda
CITY OF WEST CHICAGO
475 Main Street
West Chicago, IL 60185

Dear Mayor Pineda:

The 6-year contract extension agreement between RedSpeed Illinois LLC ("RedSpeed") and the City of West Chicago ("City") dated February 6, 2015 expired on February 6, 2021. Given the current anti-redlight legislation under consideration, RedSpeed proposes continuing service of your account on the same financial basis as it presently exists with all terms of the Agreement remaining in place, on a month-to-month basis, terminable upon 60 days written notice. Once the impact, if any, of this legislation is known, we can certainly discuss executing a new agreement with a duration agreeable to the City.

In summary, the existing (but expired) extension Agreement would be modified such that effective on the date this letter is fully executed the term will continue on a month-to-month basis, terminable upon 60 days written notice, with all other terms and provisions remaining valid and binding upon both RedSpeed and the City.

If this proposal is acceptable to the City, please indicate your agreement by signing below and returning the original to:

RedSpeed Illinois
Attention Debra Beerup
Dir. Of Client Relations
400 Eisenhower Lane North
Lombard, IL 60148

Sincerely,

RedSpeed Illinois, LLC

City of West Chicago

Robert Liberman

By: Robert Liberman
Chief Executive Officer

By:
Title:

RESOLUTION NO. 21-R-0028

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF AGREEMENT WITH REDSPEED ILLINOIS, LLC FOR A TRAFFIC LAW ENFORCEMENT SYSTEM

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 a Letter of Agreement for a Traffic Law Enforcement System between the City of West Chicago and RedSpeed Illinois, LLC, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 3rd of May, 2021.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy Smith

**AGREEMENT FOR PURCHASE BY
CITY OF WEST CHICAGO
AND ITS AGENT, REDSPEED ILLINOIS, LLC,
OF COMPUTER STORED INFORMATION OF THE ILLINOIS SECRETARY OF STATE**

1. This Agreement is dated this _____ day of _____, 2021, between Jesse White, Secretary of State of Illinois, in his official capacity and not as an individual, with his principal address at 312 Howlett Building, Springfield, Illinois 62756, hereinafter known as "SOS," and City of West Chicago, 475 Main Street, West Chicago, Illinois 60185, and its agent, RedSpeed Illinois, LLC, 400 Eisenhower Lane North, Lombard, Illinois 60148, hereinafter known as "Purchasers." This agreement shall remain in effect for two (2) years, unless terminated pursuant to the terms of this Agreement.
2. Purchasers apply to SOS, and SOS agrees to provide to Purchasers, information from the SOS computer files, specifically, vehicle registration data limited to name, address, vehicle year, make, and model, Vehicle Identification Numbers and expiration dates of license plates, submitted to SOS by Purchasers, as outlined in **Exhibit A-1 and Exhibit A-2** to this Agreement. Purchasers agree that prior to issuance of violation notices, the plate images shall be visually reviewed to ensure that the plate is accurately identified given the various plate types, including specialty plates. **Failure to visually review the images as stated herein is cause for immediate termination of this agreement.**
3. Purchasers agree to pay all applicable statutory fees in effect, and currently prescribed by 625 ILCS 5/2-123 of the Illinois Vehicle Code entitled, "Sale and Distribution of Information" and 92 Ill. Adm. Code 1002. The actual cost of said information is to be specified in a separate communication among the Parties and determined when SOS has completed the requested work. Payment shall be made to SOS before delivery of the information to the Purchasers and shall be made by company check, money order or government check.
4. Purchasers agree that they shall obtain the data from SOS on an "**AS IS**" basis. Purchasers acknowledge that SOS compiles the data as required by statute for its own public purposes and that by providing such data to Purchasers, pursuant to this Agreement, SOS is providing only access convenient to Purchasers. SOS assumes no responsibility for the accuracy of the data and disclaims any liability for damages, costs, and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate data.
5. Purchasers may submit a license plate file (SFTP) twenty-four (24) hours per day, seven (7) days per week. If a file is submitted between 12:00 a.m. and 1:00 p.m. Monday through Friday, then the file will be processed by SOS on the same business day, in most cases. If a license plate file (SFTP) is submitted after 1:00 p.m., Monday through Friday, then SOS processing of the file may be delayed for twenty-four (24) hours or until the next business day. SOS will not process files on Saturdays, Sundays, or state-recognized holidays.
6. Purchasers warrant that the use of SOS data is in accordance with Illinois and Federal laws, and shall not be used for criminal or immoral purposes. Purchasers shall furnish Certified Statements (in the form of sworn and notarized affidavits) setting forth the specific uses being made of the information received from and subject to the approval of SOS, which shall be incorporated into this Agreement as **Exhibit A-1 and Exhibit A-2**. **Purchasers agree to neither deviate from nor alter the Certified Statements of Use(s) without the prior express written consent of SOS. This Agreement authorizes SOS or its representatives to audit Purchasers, including any and all computer systems and documents to verify that the data is being used only in accordance with the Certified Statements of Use(s). Unauthorized use and/or unauthorized access to or release of SOS data is a material breach and cause for immediate termination of the Agreement.**
7. **Purchasers agree that information received shall not be made available to other persons, firms, corporations, partnerships or other entities without the prior express written consent of SOS, except as authorized by this Agreement.**

8. RedSpeed Illinois, LLC agrees to carry insurance policies in amounts sufficient to cover potential liabilities arising out of the provision of services under this Agreement. RedSpeed Illinois, LLC shall provide an insurance certificate naming SOS as an additional insured on the General Liability Coverage, Professional Liability Coverage and Cyber Liability Coverage, and shall provide the insurance certificate with evidence of additional insured status and all required coverage prior to the execution on this Agreement.
9. RedSpeed Illinois, LLC shall procure and maintain the following insurance coverages throughout the term of this Agreement and any renewals thereof:
 - a. Professional Liability Coverage – Errors and Omissions insurance covering errors, omissions, or negligence in the provision of services under this agreement with limits of at least:
 - \$5,000,000 each occurrence
 - \$10,000,000 aggregate
 - b. Cyber Liability and/or Data/Privacy Protection insurance with limits of at least:
 - \$5,000,000 each occurrence
 - \$10,000,000 aggregate
10. Prior to the execution of this Agreement, RedSpeed Illinois, LLC shall provide its latest Service Organization Control SOC 2, Type II report completed by a certified auditing agency, as well as any gap letters required to cover stated controls for the applicable annual period, not to exceed three (3) months, to the SOS Director of Information Technology, 574 Howlett Building, Springfield, Illinois 62756. During the term of this Agreement, RedSpeed Illinois, LLC shall provide a copy of its annual SOC 2, Type II report when said report is certified and published and upon request from SOS.
11. As a condition precedent of this Agreement, RedSpeed Illinois, LLC agrees to complete the SOS Network Security Assessment and return the same to SOS prior to the execution of this Agreement.
12. Pursuant to 92 Illinois Administrative Code 1002.60, should Purchasers redisclose any personal information obtained from SOS in any manner allowed under this Agreement, Purchasers shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Purchasers shall make said records available to SOS upon request by SOS. Further, if any personal information is redisclosed, then the provisions of the Driver's Privacy Protection Act are applicable. 18 U.S.C. 2721 et. seq. (hereinafter referred to as "DPPA").
13. Breach by Purchasers of any of the provisions contained in this Agreement shall be deemed a material breach of this Agreement and cause for immediate termination of this Agreement.
14. This Agreement authorizes SOS or its representatives access to Purchasers' computer systems to audit, verify, and assess security controls. **Failure to provide adequate security controls is a material breach and cause for immediate termination of this Agreement.**
15. **All information furnished by SOS to Purchasers is for the EXCLUSIVE use of the Purchasers and shall not be provided to anyone not a Party to this Agreement without the prior express written consent of SOS.** This paragraph does not prohibit Purchasers from using the information in the manner set forth in their Certified Statements of Use(s). PURCHASERS SHALL ABIDE BY AND ARE SUBJECT TO THE PRIVACY GUIDELINES IN THE DPPA. BREACH OF THIS PROHIBITION SHALL BE DEEMED A MATERIAL BREACH AND SHALL RESULT IN THE DENIAL OF THE SALE OF INFORMATION TO PURCHASERS FOR A TERM OF FIVE (5) YEARS. Purchasers agree that each of their respective employees who will be granted access to SOS information shall be given a copy of the attached DPPA describing the limitation on the dissemination of this information and of the civil and criminal penalties for violating the DPPA.

16. Purchasers shall adhere to the Data Processing Confidentiality Act. 30 ILCS 585 et. seq. Purchasers agree not to use, resell, furnish, publish on the internet or otherwise make available any information supplied by SOS pursuant to this Agreement for commercial solicitation purposes to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces; or to update, enhance or verify any information that may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by 92 Illinois Administrative Code 1002.42. A violation of this provision shall result in SOS's denial of sale of information to Purchasers for a term of five (5) years and a fine of up to \$10,000.
17. Purchasers agree that SOS data shall not be transferred nor accessed outside of the United States, electronically or otherwise.
18. Purchasers agree to indemnify and to hold SOS, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to unauthorized access to and/or release of personal information resulting from the acts, omissions, negligence or misconduct of Purchasers and/or Purchasers' respective employees in the performance of this Agreement. Should Purchasers misuse any SOS resources or data or have a breach of any of the data and/or computer systems that compromises the security of SOS data that results in SOS having to notify its customers of the misuse or compromise of their information, Purchasers shall bear all notification costs, damages, claims, liabilities, demands and remedial measures associated with the breach.
19. Purchasers must immediately report to SOS, via telephone and in writing, any unauthorized use unauthorized access or misuse of SOS information, including any suspected or actual breach of or intrusion upon Purchasers' data security systems by contacting the Secretary of State Department of Information Technology (217/558-0049 or 217/557-9000) and the Office of the General Counsel (217/785-3094). If an actual or suspected breach involves SOS information, then the notification must include all names, addresses and license plate numbers of the files Purchasers know or have reason to believe may have been accessed. Furthermore, in accordance with the Personal Information Protection Act ("PIPA"), Purchasers shall notify Illinois residents if there is any unauthorized use or misuse of their personal information, or a breach involving their SOS data within Purchasers' security systems, respectively. 815 ILCS 530.
20. Purchasers shall take all reasonable measures, in accordance with industry-recognized leading practices, necessary to prevent the unauthorized use and disclosure of SOS information and to prevent unauthorized persons or entities from obtaining, accessing, or using such information. Purchasers shall abide by all applicable provisions of the Personal Information Protection Act (815 ILCS 530). Purchasers shall be strictly liable, respectively, for any unauthorized use and disclosure of SOS data. This includes, but is not limited to: data breaches, accessing the database(s) without authority, allowing anyone not a party to access the database(s) or allowing any unauthorized person to view SOS information or altering any existing SOS information in any form.
21. If a data security breach occurs that impacts or may have impacted SOS data during the term of this Agreement, Purchasers shall allow a forensics expert selected by SOS to conduct a full and thorough investigation and report his or her findings at Purchasers' expense, respectively. Purchasers shall cooperate fully with said forensic expert during his or her investigation and shall provide him or her with all documentation, access or other assistance the expert shall deem necessary. Purchasers agree that SOS shall have full and unfettered access to the results of any such investigations.
22. SOS security policies and all data security standards contained therein, as amended, shall be incorporated into this Agreement by reference. Purchasers shall also adhere to the International Standards Organization (ISO) 27001 and ISO 27002. Upon notice to Purchasers, SOS reserves the exclusive right to add and/or modify these and other data security requirements contained in this Agreement at any time during its term.

23. In no case shall SOS give any refund of any purchase price once SOS has completed the work contracted for by Purchasers and presented the information to Purchasers.
24. Purchasers acknowledge that SOS agrees to provide computer accessible resources to Purchasers as an accommodation to Purchasers. SOS shall not be responsible for any failure to deliver resources in a timely manner or at all, in the event that SOS suffers a breakdown of its computer facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of SOS to provide the services described in this Agreement, which shall be known as force majeure. SOS will notify Purchasers of an event of force majeure that may delay or preclude provision of the resources contemplated under this Agreement, and will notify Purchasers when such force majeure no longer exists or precludes or delays such provision of resources. SOS will refund any payment, if applicable, made by Purchasers for undelivered resources; however, SOS shall have no further responsibility or liability to Purchasers with respect to such undelivered resources.
25. This Agreement is subject to including but not limited to the rules outlined in 92 Illinois Administrative Code 1002, all relevant sections of the Illinois Vehicle Code and the Federal Driver's Privacy Protection Act, 18 USC 2721 et. seq., the Personal Information Protection Act, 815 ILCS 530, Data Processing Confidentiality Act, 30 ILCS 585, and the Fair Credit Reporting Act, 15 USC 1681 et seq. Purchasers agrees that any dispute arising under this Agreement which cannot be resolved amicably between the Parties shall be submitted to the court of competent jurisdiction in the State of Illinois, to which jurisdiction Purchasers hereby submit. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.
26. All notices and/or other communication must be in writing and delivered via a national transportation company (with all fees prepaid), email, facsimile, or registered or certified mail, return receipt requested and postage prepaid and must be addressed using the information specified below for that Party. The Parties must maintain their current addresses, phone numbers, facsimile phone numbers, and email addresses with one another. If a Party's below information changes, that Party must notify the Parties as soon as possible.

SOS:
 Irene Lyons, General Counsel
 Illinois Secretary of State
 100 W. Randolph Street, #5-400
 Chicago, Illinois 60601
 Phone: 312-814-8430
ilyons@ilsos.gov

City of West Chicago
 Christopher Shackelford
 Interim Chief of Police
 325 Spencer Street
 West Chicago, Illinois 60185
 Phone: 630-293-2222
CShackelford@westchicago.org

RedSpeed Illinois, LLC
 Debra Beerup
 Director of Client Services
 400 Eisenhower Lane North
 Lombard, Illinois 60418
 Phone: 630-317-5700
debra.beerup@redspeed-illinois.com

27. Purchasers agree to properly and timely dispose of the materials containing personal information, in a manner that renders the personal information unreadable and undecipherable, in accordance with PIPA. 815 ILCS 530. Furthermore, a violation of PIPA may subject Purchasers to monetary and civil penalties not to exceed \$50,000 for each instance. 815 ILCS 530/40(d).
28. The SOS shall have the right to terminate this Agreement immediately if, at any time, Purchasers shall breach any material provision of this Agreement. Any Party may terminate this Agreement upon five (5) days' written notice to the other Parties.

29. This Agreement constitutes the entire Agreement among the Parties concerning access by Purchasers to the computer resources of the SOS and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties' respective successors.
30. Purchasers shall not assign any right and/or obligation hereunder. Any attempted assignment in violation of this provision shall be void and of no effect.
31. Purchasers agree to execute such further documents and take such further steps as SOS reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.
32. Purchasers shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
33. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a Party hereto, unless made in writing and duly signed by all Parties. A failure of or delay by any Party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision. A waiver by any Party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.
34. If any provision(s) or clause(s) of this Agreement, or portion thereof, are held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as near as possible the intent of the Parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
35. The Agreement shall be executed by hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by scanner/email or other electronic transmission will constitute effective delivery of this Agreement for all purposes.
36. The continuation of this Agreement and the obligations of the State are contingent upon the appropriation by the legislature or federal funding source of sufficient appropriate funds to fulfill the requirements of the Agreement. If sufficient funds as determined by the Secretary of State of Illinois are not appropriated, the Agreement shall terminate on the first date in any fiscal year on which sufficient funds are no longer available. The State will give thirty (30) days or as much notice as possible of an appropriation issue.
37. Purchasers acknowledge that a violation of PIPA constitutes an unlawful practice under the Consumer Fraud & Deceptive Business Practices Act. (815 ILCS 530/20).
38. Felony Conviction/Criminal Background Check. Purchasers certify that neither any employee nor officer of Purchasers' accessing SOS data has been convicted of a felony, or if so convicted, at least five (5) years have passed since completion of sentence as of the effective date of this Agreement (30 ILC 500/50-10).
39. All provisions of this Agreement that are reasonably intended to have effect after termination or expiration of this Agreement, including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity and limitation of liability, shall survive such termination or expiration.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed individually or by their duly authorized officers:

DATE: _____

CITY OF WEST CHICAGO

Signature

Print Name, Title

DATE: _____

REDSPEED ILLINOIS, LLC

Signature

Print Name, Title

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

Carrie Leitner
Vehicle Services Department

Reviewed for Legal Sufficiency:

Irene Lyons
General Counsel, Secretary of State

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



FEBRUARY 2021

Christopher Shackelford, Interim Chief of Police

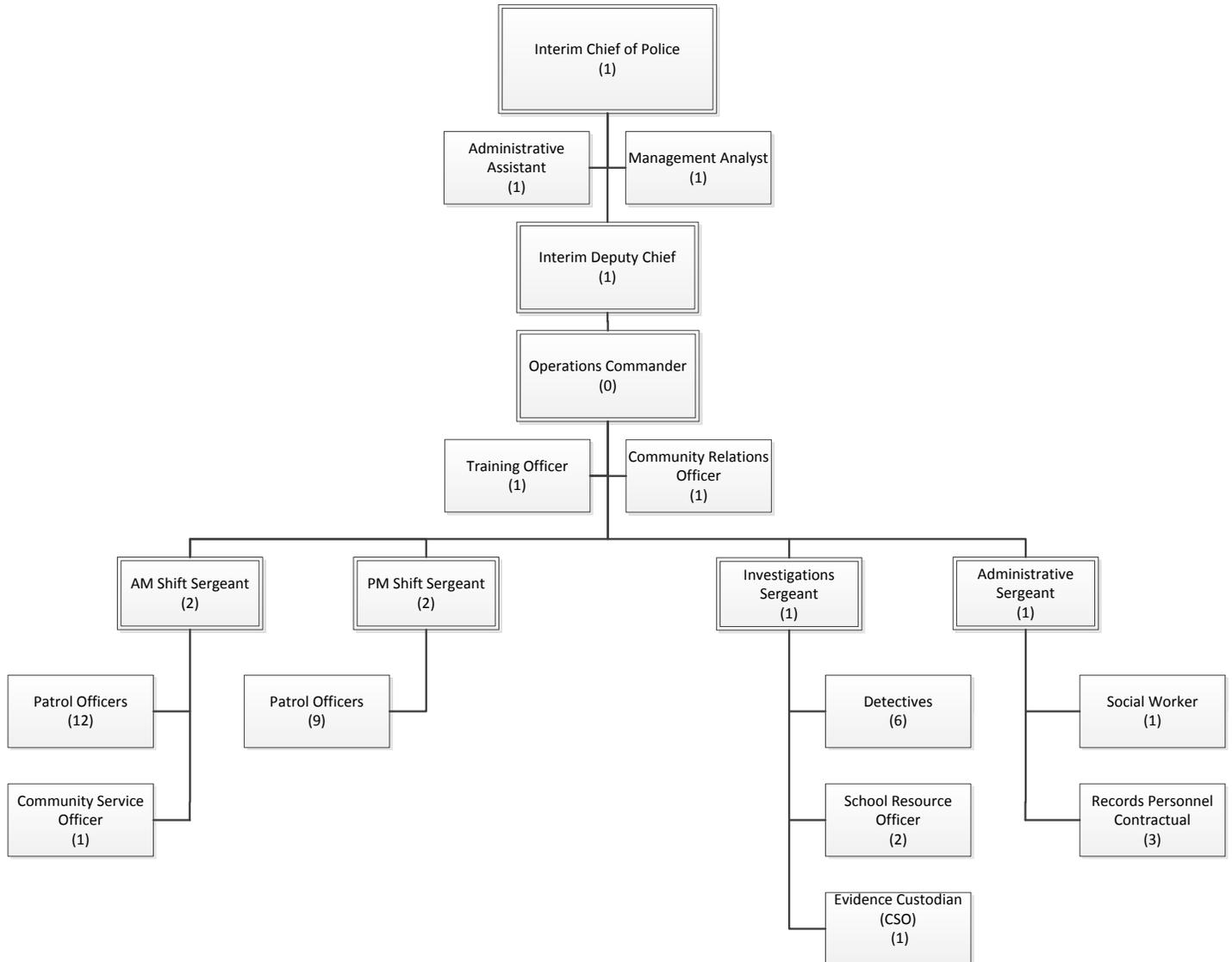
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Organizational Chart

West Chicago Police Department

February 2021



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 units in the Police Department: Office of the Chief of Police, Support Services Unit and Operations Unit.

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 Administrative Assistant.

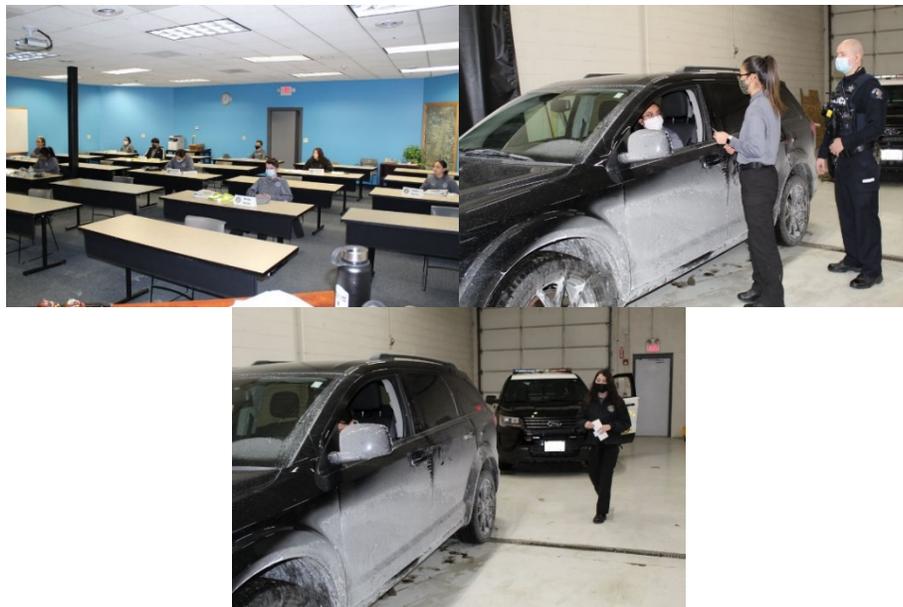
The Support Services Unit consists of Vehicle and Building Maintenance, Records and Social Services. The Operations Unit consists of Uniformed Patrol, Training Officer, Community Relations, Investigations, School Resource Officers, Evidence/Property and Community Service Officers.

Personnel

Effective February 1st, Deputy Chief Shackelford was appointed Interim Chief of Police by Mayor Pineda.



On February 9th, the Police Explorers learned about traffic stops. Officer Rigler assisted Officer Nielsen with this instruction.



Beginning at 9 PM on February 26th, and for the next 24 consecutive hours, Detective Peterson participated in activities related to the annual Super Plunge fundraising event on behalf of Illinois Special Olympics. The efforts raised over \$7,400.00.



Monthly Report

The Alliance Against Intoxicated Motorists (AAIM) in conjunction with the Illinois Department of Transportation (IDOT) recognizes law enforcement personnel for milestones regarding impaired driver enforcement through the DUI Pin Award Program. This program was created in 2001. The following milestones were achieved through the end of 2020:

Milestone: 75 Career DUI Arrests

Officer Sauseda
Sergeant Reavley

Milestone: 25 Career DUI Arrests

Officer Richards
Officer Rigler

Special thanks to Sergeant Langelan for coordinating with AAIM to ensure officers are recognized for their efforts regarding this important work.

Personnel were acknowledged during February 2021 for past instances of exemplary performance in the course of their duties.

The following received **Recognition Letters**: Officers Bertany, Berg, Cummings, Eversole, Fuller, Gelsomino, Jones, Kowalik, Landbo, Levato, Nielsen, Smurawski, Winton and Zepeda, Sergeants Langelan and Zurick, Interim Chief Shackelford, Community Service Officer Sollis and Social Worker Rosie Valencia.

The following officers received **Meritorious Conduct** certificates and bars: Detectives Bowers, Calabrese, Flanigan, Herbert, Peterson and Potapczak, Officers Eversole, Sauseda and Schoonhoven and Detective Sergeant Reavley.

The following officers received **Life Saving Awards**: Officers Bertany, Mielke, Moore, Rigler, Sauseda and Schoonhoven.



Criminal Activities

Criminal Damage to Property:

Person(s) unknown damaged a vehicle in the 100 block of W. Hazel St. Both passenger side tires had been deflated and a passenger side window had been broken by an unknown object.

Person(s) unknown damaged a business in the 100 block of Main St. The complainant alleged that someone tampered with the front and rear door locks. Additionally, someone damaged drywall in the entryway leading to apartments in the building.

Criminal Defacement:

Person(s) unknown spray painted gang-related graffiti on a storage shed located adjacent to the alley in the 800 block of Wendall Ave.

Person(s) unknown spray painted gang-related graffiti on a fence behind a residence in the 800 block of Wendall Ave. While investigating this offense, additional gang-related graffiti was observed to be spray painted on a stop sign at the intersection of Oak St. and Elmwood Ave.

Theft Over \$500.00:

Person(s) unknown removed an engagement ring from a residence in the 1200 block of S. Neltnor Blvd. The \$2,000.00 diamond ring was placed on top of a jewelry box in the victim's bedroom. When the owner returned, the ring was missing. The victim stopped cooperating and wants no further investigation.

Retail Theft:

A known person removed 8 packages of razor blade cartridges from Menard's, located at 220 W. North Ave., and left the store without paying for the items. Amount of the loss is \$297.82. Investigation is ongoing.

Theft of Motor Vehicle:

Persons unknown removed two semi-trucks from a lot in the 1400 block of W. North Ave. The trucks had been parked for an extended period with the ignition keys left on the battery in the engine compartment. Security camera footage show the trucks last seen eastbound on North Ave. On February 20th, one of the semi-trucks was located by the Woodridge Police Department parked in an industrial park. The truck was processed for evidence and released to the owner. Investigation is ongoing.

Fraud:

Person(s) unknown sent a message via WhatsApp to the victim in the 1600 block of Windsor Ct. asking for \$380.00. The victim believed the message was from a friend, prompting her to send the money via the Zell app. The victim subsequently learned her friend had not sent the request.

Person(s) unknown sent a message via WhatsApp to the victim in the 800 block of Lorlyn Dr. asking for \$380.00. The victim believed the message was from a friend, prompting her to send the money via the Zell app. The victim subsequently learned her friend had not sent the request.

Monthly Report

Person(s) unknown sent a message via WhatsApp to the victim in the 500 block of Yale St. asking for \$560.00. The victim believed the message was from a friend, prompting her to send the money via the Zell app. The victim subsequently learned her friend had not sent the request.

Person(s) unknown sent a message via WhatsApp to the victim in the 300 block of Clayton St. asking for \$400.00 and further stating the money would be paid back the next day. The victim believed the message was from a friend, prompting her to send the money as instructed via the Zell app. The victim subsequently learned her friend had not sent the request.

Person(s) unknown opened a checking account with Bank of America using the victim's company name and tax ID number. Investigation is ongoing.

Person(s) unknown referred the victim to a website, advising the victim he could apply to receive government aid in the amount of \$18,000.00. The victim was instructed to send \$580.00 via bitcoin to the suspect as part of the application process for the alleged aid. After sending the money, the victim asked for a refund; the suspect stopped replying to the victim's messages.

Burglary from Motor Vehicle:

Person(s) unknown entered an unsecured vehicle parked in the 400 block of E. Forest Ave. Numerous power tools, an iPad Pro and two ladders were taken. Loss is estimated at \$2,966.00.

Person(s) unknown entered two unsecured vehicles in the 200 block of N. Oakwood Ave. Cash totaling approximately \$100.00 was removed from the vehicles.

Person(s) unknown entered an unsecured vehicle in the 900 block of Acorn Hill Ln. An iPhone and iPad were taken. Loss is estimated at \$400.00.

Person(s) unknown entered a vehicle in the 1100 block of Natalie Dr. It is unknown if the vehicle had been secured. A credit card was taken. The credit card was subsequently used to purchase gasoline at a gas station in West Chicago. Investigation is ongoing.

Criminal Sexual Assault:

A known person sexually assaulted the juvenile victim at a residence in the 500 block of Fieldcrest Dr. Consistent with protocol, the DuPage Children's Center was contacted to investigate. Investigation is ongoing.

Criminal Sexual Abuse:

A juvenile victim disclosed to a school guidance counselor she had been inappropriately touched over her clothing in 2019 by a person known to her. The counselor notified the District 33 School Resource Officer. It was determined the incident occurred at a residence in the jurisdiction of the DuPage County Sheriff's Office. That agency, along with the Department of Children and Family Services and the DuPage Children's Center, were notified to investigate.

Armed Robbery:

An unknown person met the victim in the 1200 block of Bishop St. to purchase a PlayStation. While the victim was waiting for payment through Apple Pay, the suspect pulled a knife and demanded the gaming system. The suspect left the scene in a vehicle. The payment did not successfully route through the Apple Pay system. Investigation is ongoing.

Aggravated Vehicular Hijacking:

A victim reported an aggravated vehicular hijacking took place in the area of Technology Blvd. and Roosevelt Rd. The victim subsequently admitted that his while his car had in fact been taken by an individual who pulled a gun on him, the suspect is someone to whom the victim owes money for the purchase of illegal drugs. The car apparently had been taken to satisfy the drug debt. Investigation is ongoing.

Monthly Report

Monthly Numbers

Activities	Nov 2020	Dec 2020	Jan 2021	Feb 2021	YTD 2021	YTD 2020	Total 2020
Traffic Stops	481	574	508	447	955	902	4,646
Traffic Citations	186	283	121	109	230	314	1,849
Traffic Warnings	240	297	217	181	398	594	2,516
Parking Citations	145	124	343	264	607	273	1,293
Traffic Crashes	63	69	56	77	133	133	700
Incident Reports	229	208	192	182	374	380	2,652

Officer Activities

On January 28th, 2021 at 7:50 p.m., officers responded to Mapei Corporation, located at 530 Industrial Dr., for a report of a subject who had been shot in the face at close range. Upon their arrival, officers discovered the victim walking in a parking lot, unable to communicate due to his injuries. The investigation revealed the victim had been sitting in his vehicle in the parking lot during his dinner break. Security camera footage captured a suspect exit a SUV that was parked in the lot and approach the driver side of the victim's vehicle. The suspect fired a shotgun once into the vehicle, striking the victim. The victim was transported to a local hospital in critical condition. On February 6th, 2021, officers with the Naperville Police Department observed an SUV that matched the suspect's vehicle from the Mapei shooting. Naperville PD Officers conducted a traffic stop on the vehicle and discovered the driver had a revoked driver's license and was taken into custody. The driver was subsequently interviewed by West Chicago PD detectives. A search warrant was executed at the defendant's residence; a shotgun and shotgun shells were found during the course of that search. Detectives re-interviewed the suspect and he confessed to the shooting. The suspect admitted he did not know nor had he previously met or interacted with the victim. The DuPage County State's Attorney's Office approved charges of Attempted Murder and Aggravated Battery with a Firearm. The suspect was transported to the DuPage County Jail to await a bond hearing.

On February 24th, Detectives Flanigan and Calabrese conducted a foot patrol at the Main Street Apartment complex. The Detectives noticed two individuals seated in a vehicle and approached the car. The individual in the driver seat was observed to be holding numerous small baggies containing a white, powdery substance. Officers Hunt and Richards arrived to assist. Contact was made with the occupants and both the driver and passenger were ordered out of the car and searched. Small baggies of apparent illegal narcotics were found on both individuals, who were taken into custody and transported to the Station. A field test on the contents of the baggies indicated the substance contained heroin. The passenger was found to have to have an active, original arrest warrant for burglary issued by the Naperville Police Department. The DuPage County State's Attorney's Office approved charges of Possession of a Controlled Substance against both individuals. The driver was transported to the DuPage County Jail to await a bond hearing, while the passenger was turned over to the custody of the Naperville Police concerning the burglary warrant.

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



MARCH 2021

Christopher Shackelford, Interim Chief of Police

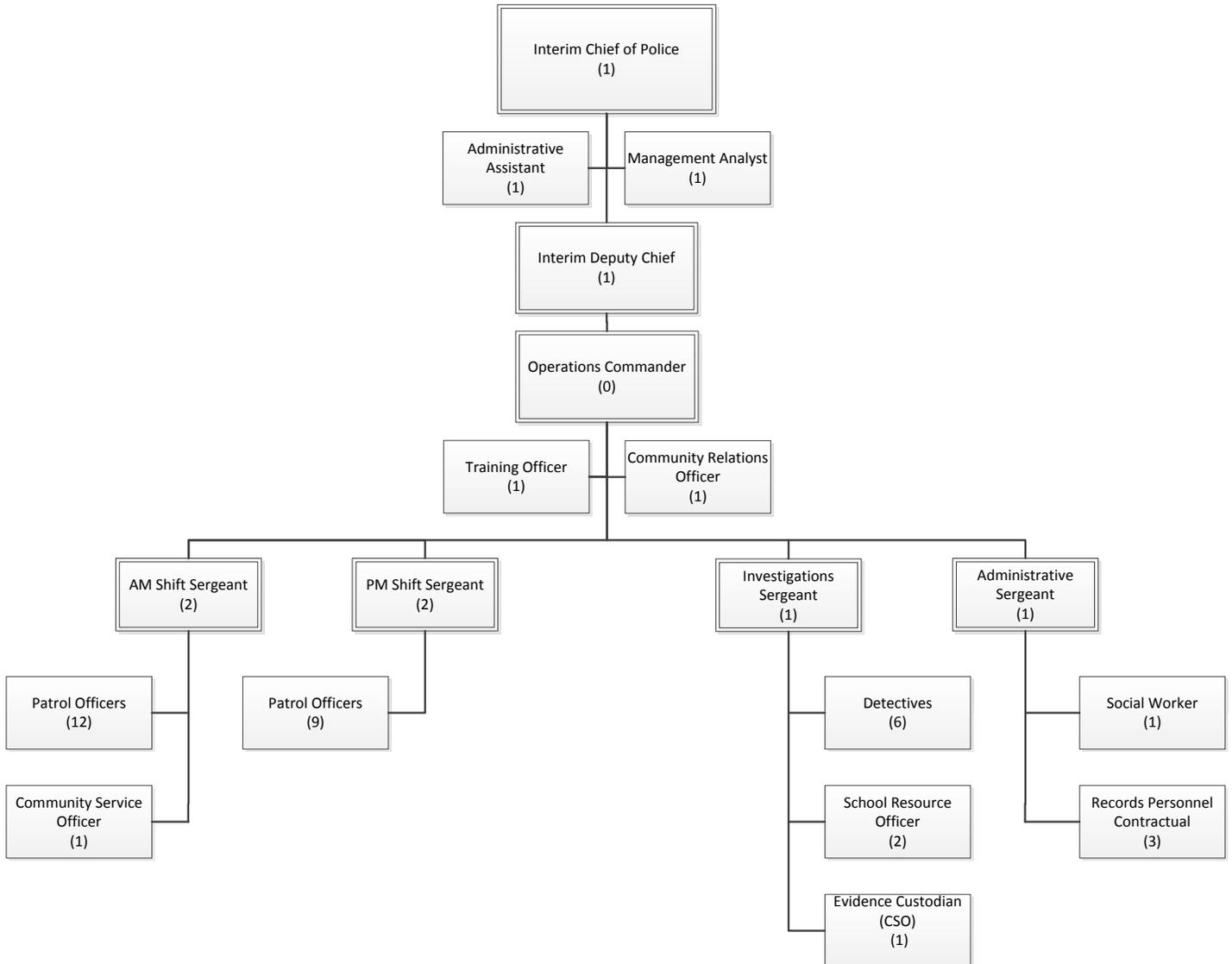
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Organizational Chart

West Chicago Police Department

March 2021



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 units in the Police Department: Office of the Chief of Police, Support Services Unit and Operations Unit.

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 Administrative Assistant.

The Support Services Unit consists of Vehicle and Building Maintenance, Records and Social Services. The Operations Unit consists of Uniformed Patrol, Training Officer, Community Relations, Investigations, School Resource Officers, Evidence/Property and Community Service Officers.

Personnel

On March 9th, the Police Explorers continued their training on traffic stops. The session took place outdoors and participants were able to use a squad car as part of the training. Officer Moos assisted Ofc. Nielson with this instruction.



On March 11th, Adam Jacobs was sworn in as the Department's newest officer. He will begin basic training at the College of DuPage's Suburban Law Enforcement Academy on March 15th.



Monthly Report

On March 14th, members of the West Chicago Fire Protection District and Department staff participated in a modified Polar Plunge event at Hawthorne's Backyard Bar and Grill to support Illinois Special Olympics. Taking the "plunge" on behalf of the Department were Detectives Herbert and Flanigan, Detective Sergeant Reavley, Officer Nielsen, Community Service Officer Fabiani along with family and friends.



On March 17th, School Resource Officer Fuller visited with students at Currier School.



Criminal Activities

Criminal Damage to Property:

A known person damaged a vehicle in the 800 block of Lyman St. The suspect slashed the passenger side tires and broke an exterior mirror on the victim's vehicle. The suspect left the scene in an SUV. The incident was captured by a security camera. The victim recognized the suspect as an individual with whom he has an ongoing dispute. The suspect, a juvenile, was interviewed and admitted to causing the damage. Charges were filed against the suspect in Juvenile Court.

Persons unknown damaged a house in the 800 block of Lyman St. A glass panel on the front door had been shattered by a rock and a window on the front of the house was shattered by BB pellets. The incident was captured by a security camera. Investigation is ongoing.

Person(s) unknown damaged a vehicle that was eastbound on Washington St. near Prince Crossing Rd. The driver heard something strike the vehicle. The driver pulled over and noticed marks on the body of the vehicle consistent with having been struck with BBs or pellets.

A known person damaged a vehicle in the 300 block of Barber St. The suspect had a verbal argument with the owner of the vehicle. The suspect left the house and kicked the driver side door of the victim's car causing a dent. The victim did not want the suspect arrested, but had the suspect advised he is no longer welcome at the residence.

Person(s) unknown shattered the sliding glass door of an apartment in the 1200 block of Kings Cross. A cinder block had been thrown through the glass. Investigation is ongoing

Persons unknown damaged a home in the 100 block of W. Hazel St. The incident was captured by a security camera. One suspect used a baseball bat to break a window on the house, while another threw an unknown object at the residence. The identity of the people seen in the security camera footage is unknown.

Person(s) unknown damaged a vehicle in the 500 block of Carriage Dr. The paint on the hood and trunk had been scratched with an unknown object.

Criminal Defacement:

Person(s) unknown spray painted gang-related graffiti on the George Street bridge.

Person(s) unknown spray painted gang-related graffiti on the side of a maintenance shed at an apartment complex in the 1400 block of S. Neltnor Blvd.

Person(s) unknown spray painted gang-related graffiti on a speed limit sign in the 200 block of Glen Ave.

Person(s) unknown spray painted gang-related graffiti on alley side of a garage in the 200 block of Allen Ave.

Person(s) unknown spray painted gang-related graffiti on a fence in the 200 block of George St.

Theft Over \$500.00:

A known person removed the victim's backpack from an apartment in the 300 block of Wilson Ave. The victim was visiting a friend at that location; also present were several mutual acquaintances of the victim and his friend. The victim stayed the night and when he woke up in the morning discovered his backpack was gone. His backpack contained several items, most notably two credit cards and a .40 caliber handgun. One of the credit cards was subsequently used at a gas station in DeKalb, IL. Investigation is ongoing.

Theft of Motor Vehicle:

Person(s) unknown removed the victim's car from the 400 block of Carriage Dr. The victim noted the car was in the lot when she left for work, but when she returned later the same date, the car was gone. One of the vehicle doors did not lock and she advised she lost a set of keys to the vehicle last year. Investigation is ongoing.

Person(s) unknown removed the victim's vehicle from the 400 block of Harrison St. The vehicle was left unlocked with the keys inside the center console. Shortly afterwards it was learned the vehicle was involved in a single-vehicle, property damage crash in Aurora. The vehicle was unoccupied when Aurora PD officers arrived on scene.

Persons unknown removed the victim's vehicle from the 600 block of Meadowview Crossing. The incident was captured by a security camera. One of three subjects approached and entered the unsecured vehicle, started the vehicle and backed out of the driveway. The victim was unsure if she left the key fob in the vehicle.

Fraud:

A known person cashed four checks totaling \$3,473.58 at Extra Value Liquors, located at 334 S. Neltnor Blvd. All the checks were returned to the business by their bank as being fraudulent. The offender was located at the business and claimed no knowledge as to why the payroll checks would not have been honored by the bank. Investigation is ongoing.

Person(s) unknown used the victim's disability payment to order \$176.79 worth of groceries online from Walmart. The groceries were delivered to an address in Canada.

Person(s) unknown altered the victims' check and deposited it into a BMO Harris Bank account. The victims, of the 2400 block of Alamance Dr., wrote and mailed a check in the amount of \$15.00 to St. Jude's Children's Hospital. The check was later discovered to have been changed to reflect a \$220 payment to "United States Postal". Investigation is ongoing.

A known person with a business located in the 2300 block of Aviation Dr. agreed to sell aviation GPS units to the victim, who resides in Oklahoma. The victim paid for the units, which were never shipped by the suspect. Several checks issued by the suspect as a refund for the units were returned by the bank unpaid due to insufficient funds in the account. The suspect eventually was able to repay the victim, at which time the criminal investigation was closed.

Burglary from Motor Vehicle:

Person(s) unknown entered two unsecured vehicles in the 300 block of W. Washington St. Items had been strewn about one vehicle, but nothing was noted to be missing. A checkbook had been removed from the second vehicle.

Person(s) unknown entered a secured vehicle in the 1300 block of Sandcherry Ln. Removed from the pickup truck was a loaded 9mm handgun. Investigation is ongoing.

Person(s) unknown entered three unsecured vehicles in the 2500 block of Barnhart St. Nothing is known to have been removed from two vehicles; a 9mm handgun and a credit card were removed from the third vehicle. The credit card was later used at a gas station in Hickory Hills, IL. Investigation is ongoing.

Criminal Sexual Abuse:

A known person is alleged to have inappropriately touched the juvenile victim while on a trip to Florida in the fall of 2020. The DuPage Children's Center and the Illinois Department of Children and Family Services were notified to investigate.

Aggravated Battery:

Known persons struck an individual in the 1000 block of Barber St. Three known gang members approached the residence of a rival looking to speak with that individual. While the person being sought was not home, his father was. The father inquired as to why they wanted to speak to his son, at which time the three suspects struck the father with their feet, fists and a plastic pipe. One of the suspects pointed a handgun at another resident who attempted to intervene. The victim was transported to Northwestern Medicine Central DuPage Hospital for treatment. Investigation is ongoing.

Residential Burglary:

Person(s) unknown entered the unsecured, detached garage of a residence in the 300 block of Ann St. and removed a Fuji Racer bicycle. Loss is estimated at \$275.00.

Monthly Report

Monthly Totals

Activities	Dec 2020	Jan 2020	Feb 2021	Mar 2021	YTD 2021	YTD 2020	Total 2020
Traffic Stops	574	508	447	523	1,478	1,221	4,646
Traffic Citations	283	121	109	144	374	421	1,849
Traffic Warnings	297	217	181	210	608	832	2,516
Parking Citations	124	343	264	374	981	362	1,293
Traffic Crashes	69	56	84	42	182	168	700
Incident Reports	208	192	182	304	678	606	2,652

Officer Activities

On March 1st, Officers Eversole and Richards and Detectives Calabrese and Flanigan were dispatched to an apartment in the 800 block of Main St. for a reported overdose. Upon arrival, the victim was found lying on a bedroom floor. The subject was unconscious and experiencing agonal breathing. Officers were advised by family members that the subject regularly uses heroin. A dose of Narcan was administered; personnel from the West Chicago Fire Protection District arrived and assumed care for the victim. The subject regained consciousness, walked to the ambulance and was transported to Northwestern Medicine Central DuPage Hospital.

On March 5th, Officers Eversole, Schoonhoven and Richards responded to a call in the 400 block of Dayton Ave. The complainant advised she was sitting in her vehicle when an unknown individual entered her car. The suspect then exited the car and left the area on foot along with two other subjects. Responding officers located all three subjects, two of who were determined to be under the age of 21. All three had consumed alcoholic beverages, were taken into custody and transported to the Station. The subject who had entered the car was in possession of a backpack. A search of that backpack revealed three bags containing a total of 65.3 grams of cannabis, a digital scale, 115 clear plastic bags and 11 capsules containing a white, powdery substance which field-tested positive for cocaine. The DuPage County State's Attorney's Office approved a charge of Possession of a Controlled Substance. The arrestee was also charged with Criminal Trespass to Vehicle, Possession of Cannabis over 10 grams but less than 100 grams, Possession of Drug Paraphernalia and Intoxicated Subject in the Roadway. He was transported to the DuPage County Jail to await a bond hearing. One of the two other suspects was issued a citation for Underage Consumption of Alcohol and released.

On March 26th, Officers Moore and Rigler, Detectives Calabrese and Flanigan and Sergeant Langelan responded to an apartment in the 1200 block of Kings Cross for what was determined to be a possible overdose. Upon arrival, the subject was found to be unconscious and not breathing. A dose of Narcan was administered and chest compressions were begun. Shortly after, the subject began breathing. West Chicago Fire Protection District personnel arrived on scene and transported the individual to Northwestern Medicine Central DuPage Hospital. A parent allowed a search of the subject's bedroom. Located under a mattress was a loaded .38 caliber revolver. The DuPage County State's Attorney Office approved charges of Unlawful Possession of Firearm and Firearm Ammunition and Defacing Firearms Identification. As the offender was a juvenile, the case was forwarded to the State's Attorney's Office Juvenile Division to be filed with the court.