Administrative-Finance Committee October 8, 2012 6:30 P.M. – Conference Room

- 1. Call to Order
- 2. Establishment of Quorum
- 3. Public Comment
- 4. Discussion Items
 - a. Liquor License Request Darien Pantry
 - b. Liquor License Request Broosters
 - c. Liquor License Ordinance Changes
 - d. Video Camera System Police Department
 - e. Microwave Dish Agreements
 - f. Police Pension Report FYE April 30, 2013
 - g. Tax Levy Determination
 - h. Executive Session Minutes
- 5. Other Business
- 6. Next Meeting November 12, 2012
- 7. Adjournment

AGENDA MEMO Administrative/Finance Committee October 8, 2012

Issue Statement

Approval of an Ordinance increasing the number of Class A liquor licenses from ten to eleven and reducing the number of Class E liquor licenses from five to four.

Background/History

Darien Pantry has again applied for a Class A liquor license, which allows for the sale of alcoholic liquor, including spirits. Darien Pantry currently possesses a Class E license, which provides for the sale of only beer and wine. Previously the Liquor Commissioner has not allowed this change, intending to allow smaller convenience stores to sell beer and wine only. Darien Pantry has also pled guilty to selling alcohol to a minor during an alcohol check by the Darien Police Department this year.

Attached is the letter and application provided by the attorney for Darien Pantry requesting the Class A liquor license.

Staff/Committee Recommendation

As directed.

Alternate Consideration

As directed.

Decision Mode

This ordinance will be on the October 15, 2012, City Council agenda for formal consideration.

LAW OFFICES OF MAJDI Y. HIJAZIN, LTD.

ATTORNEYS AT LAW

June 18, 2012

RECEIVED

VIA HAND DELIVERY

JUN 18 2012

Honorable Mayor Kathleen Weaver City of Darien 1702 Plainfield Road Darien, Illinois 60561

CITY CLERK'S OFFICE CITY OF DARIEN

Re: Shreeji Mini Mart, Inc., d/b/a Darien Pantry Letter of Intent for Application for Class "A" Liquor License

Dear Mayor Weaver,

I hope this message finds you well. I have been retained by Shreeji Mini Mart, Inc., ("Sh reeji") to assist with the facilitation of its application for a Class "A" Liquor License.

Mr. Bhavin Patel, the owner of Shreeji, has been involved in the hospitality and beverage industry for over five years. Mr. Patel, through his entities, maintains liquor licenses in the states of Illinois, Ohio, and Kentucky. Mr. Patel has maintained a good relationship with the state, county, and local governments. None of his companies have ever been issued a liquor citation by the above-named states.

In the City of Darien, Shreeji has possessed a Class "E" Liquor License since September 2007. Shreeji has maintained a very good relationship with the surrounding community, its employees, and the City of Darien. Shreeji continues to own and operate Darien Pantry.

Attached, please find Shreeji's application. The addition of a Class "A" license will create additional sales tax revenues for Darien due to the expected increase in overall sales dollars. The additional revenues and increase in customer traffic will also create new employment opportunities at Darien Pantry. As such, and due to Mr. Patel's established record of running a "clean shop" and his good relationship with the City of Darien, it is his sincere hope that the City will grant Shreeji a Class "A" liquor license.

Please direct all future correspondence to my office. Should you or your staff have any questions, do not hesitate to contact me directly. Thank you for your consideration.

Cordiall

Majdi Y. Hijazin

Altorney At Law

cc: Shreeji MiniMart, Inc. d/b/a Darien Pantry

enc: Class A Liquor License Application w/attachments



CITY OF DARIEN

In the County of DuPage and the State of Illinois Incorporated 1969

June 22, 2010

Bhavin Patel Shreeji Mini Mart 737 Plainfield Road Darien, IL 60561

Dear Mr. Patel:

The City is in receipt of your liquor license application for a class A liquor license. The City Code allows for 8 class A liquor licenses to be available and all of those are currently used by other businesses. In addition, Mayor Weaver has reviewed your request and does not intend on allowing smaller convenience stores to have a full liquor license. Therefore, your application is denied.

If you should have any additional questions, please feel free to call me at (630) 353-8114.

Respectfully,

CITY OF DARIEN

Bryon D. Vana City Administrator



CORPORATION FILE DETAIL REPORT

Entity Name	SHREEJI MINI MART, INC.	File Number	65286017
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/12/2006	State	ILLINOIS
Agent Name	BHAVIN V PATEL	Agent Change Date	12/12/2006
Agent Street Address	1618 PERCY LANE	President Name & Address	BHAVIN V PATEL 1618 PERCY LANE ITASCA IL 60143
· Agent City	ITASCA	- Secretary Name & Address	VISHNVEHAI PATEL SAME
Agent Zip	60143	Duration Dale	PERPETUAL
Annual Report Filing Date	12/09/2011	ForYear	2011

Return to the Search Screen

Purchase Certificate of Good Standing (One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

3-3-7-1: CLASS A LICENSE: ®

- (A) A class A license shall authorize sale at retail of alcoholic liquor in the original package but not for consumption on the premises of sale. Provided, however, that the commissioner may authorize the licensed premises to offer liquor samples without charge to invitees as part of a promotional or advertising program. The granting of permission to give away such liquor samples shall be within the sole discretion of the commissioner who shall be petitioned in writing to allow such a promotional or advertising activity at least three (3) days prior to the date upon vehich such activity is proposed to take place. It shall be unlawful for such an advertising or promotional activity to take place without the prior permission of the commissioner. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package but not for consumption on the premises of sale in the city between orne minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale any alcoholic liquor at retail in the original package but not for consumption on the premises of sale between the hours of one minute past twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M. (Ord. 0-41-08, 11-17-2008)
- (C) The number of class A licenses shall be ten (10). (Ord. 0-07-12, 2-21-2012)
- (D) The annual fee for a class A license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS	_
ORDINANCE NO	
AN ORDINANCE AMENDING SECTION 3-3-7-6 OF THE DARIEN CITY CODE	
·	_
ADOPTED BY-THE	
MAYOR AND CITY COUNCIL	
OF THE	
CITY OF DARIEN	
THIS 15th DAY OF October, 2012	
	_
Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this	

ORDINANCE NO	
AN ORDINANCE AMENDING SECTION 3-3-7-6	OF THE DARIEN CITY CODE
SECTION 1: Section 3-3-7-6 of the Darier	City Code, "Class A License," is hereby
amended to provide as follows [deleted langua	ge stricken]:
3-3-7-6: CLASS A LICENSE:	
(F) The number of class A licenses shall be on	e (1) two (2).
SECTION 3: This Ordinance shall be in full for	orce and effect from and after its passage and
approval, and shall subsequently be published in pamp	hlet form as provided by law.
PASSED BY THE CITY COUNCIL OF	THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 15th day of October, 2012	<u>.</u>
AYES:	
NAYS:	•
ABSENT:	
APPROVED BY THE MAYOR OF THE C	
ILLINOIS, this 15 th day of October, 2012.	,
•	. •
ATTEST:	ATHLEEN MOESLE WEAVER, MAYOR
JOANNE RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
:	
CITY ATTORNEY	

AGENDA MEMO

Administrative/Finance Committee Meeting Date: October 8, 2012

Issue Statement

Approval of an Ordinance increasing the number of Class F liquor licenses from one to two.

Background/History

The City received an application and request from Brooster's Chicken of Darien to acquire a license to serve beer and wine for onsite consumption. Their request is to serve beer and wine to dine-in customers in the dining room only. The existing license matching this request is a Class F license.

Currently the City Code allows for only one establishment in the City of Darien to hold a Class F license. Chuck E. Cheese holds this one available license. If the City Council wishes to allow Brooster's to serve alcohol, an additional license would need to be added under the City Code, which Brooster's could then apply for.

Staff/Committee Recommendation

As directed.

Alternate Consideration

As directed.

Decision Mode

This ordinance will be on the October 15, 2012, City Council agenda for formal consideration.

BROOSTER'S CHICKEN OF DARIEN, INC. 1010 PLAINFIELD RD DARIEN, IL 60561

TEL: 630-515-1505

October 1, 2012

To: City of Darien 1702 Plainfield Rd Darien, IL 60561

Re: REQUEST FOR BEER AND WINE SERVICE LICENSE

This letter is written as a follow up to our application for the right to acquire a license to serve our customers beer and wine for onsite consumption.

Our intention is to provide our dine-in customers a small selection of beer and wine to consume while dining in our premises in the dining room only. Over the past three months we have begun remodeling our restaurant in the hopes of raising our sales. As part of our remodel, we have asked our existing customers about what we can do to better serve them and a large number has indicated that they are likely to come in more often if we had a license to sell beer and wine.

In these difficult times it is important to cater to needs of our customers. We appreciate your time and consideration of our application. Should you have any additional questions, please do not hesitate to call.

Respectfully Yours,

Laila Musa - President

Issa Musa - Vice President

3-3-7-6: CLASS F LICENSE: (**)

(A)	A class F license shall only authorize the sale at retail of beer and wine for consumption at tables on the premises of sale provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis. Beer shall be sold only by the glass or pitcher. Wine shall be sold only by glass or carafe.
(B)	The serving of beer or wine for consumption while seated at a counter or bar shall not be permitted under a class F license.
(C)	Delivery of beer or wine by the license holder or his employees with carryout orders shall not be permitted under a class F license.
(D)	It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a class F liquor license between one o'clock (1:00) A.M. and eleven o'clock (1:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a class f liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) moon. The commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.
(E)	A class F liquor license, where issued, shall be for an establishment which caters principally to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations directed toward children and their families shall be permitted within such an establishment. The use of automatic amusement devices shall be allowed at such an establishment to the extent that they are otherwise permitted by the ordinances of the city.
(F)	The number of class F licenses shall be one.
(G)	The annual fee for a class F license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

CITY OF DARIEN

	DU PAGE COUNTY, ILLINOIS	
	ORDINANCE NO.	
AN ORDINANC	AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE	
		
	ADOPTED-BY THE	
	MAYOR AND CITY COUNCIL	
	OF THE	
	CITY OF DARIEN	
	THIS 15th DAY OF October, 2012	•
Published in pamphlet the Mayor and City (form by authority of council of the City of	
Darien, DuPage Coun day of	y, Illinois, this	50 12.0 2011

ORDINANCE NO
AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE
SECTION 1: Section 3-3-7-1 of the Darien City Code, "Class A License," is hereby amended to
provide as follows [deleted language stricken]:
3-3-7-1: CLASS A LICENSE:
(C) The number of class A licenses shall be ten(10) eleven (11).
SECTION 2: Section 3-3-7-5 of the Darien City Code, "Class E License," is hereby amended to
provide as follows [deleted language stricken]:
3-3-7-5: CLASS E LICENSE:
(C) The number of class E licenses shall be five (5) four (4).
SECTION 3: This Ordinance shall be in full force and effect from and after its passage and
approval, and shall subsequently be published in pamphlet form as provided by law.
PASSED BY THE CITY COUNCIL OF THE CITY OF DARREN, DU PAGE COUNTY,
ILLINOIS, this 15 th day of October, 2012.
AYES:
NAYS:
ABSENT:
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 15 th day of October, 2012.
KATHLEEN MOESLE WEAVER, MAYOR

.

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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AGENDA MEMO Administrative/Finance Committee October 8, 2012

Issue Statement

Approval of an Ordinance reducing the number of Class K liquor licenses from four to two and eliminating the Class L liquor license designation.

Background/History

The City of Darien had four Class K liquor licenses available to be used in 2006. Since this time Salerno's has shut down operations and Aodake was approved for a different license. Removing these licenses keeps other businesses from applying for and possibly obtaining the ability to sell alcohol.

The Class L liquor license was created for Wine Styles in 2006 to account for a unique business model in which wine was opened and served in a retail setting. Since this time Wine Styles has gone out of business. Since no other business requiring alcohol sampling and selling exists, staff recommends eliminating the designation. If another business wanted to open in the future, an ordinance could be prepared for the creation of a new designation that would fit the business at that-time.

Staff/Committee Recommendation

Staff recommends approving this ordinance.

Alternate Consideration

Not approving the ordinance would be an alternate consideration.

Decision Mode

This ordinance will be on the October 15, 2012, City Council agenda for formal consideration.

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3-3-7-11: CLASS K LICENSE: @

- (A) A class K license shall authorize the sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.
- (B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (1:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)
- (C) The number of class K licenses shall be four (4). (Ord. 0-06-95, 2-6-1995)
- (D) The annual fee for a class K license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-12: CLASS L LICENSE:

- (A) A class L license shall authorize sale at retail of wine, port and sherry in the original package or for consumption on the premises. (Ord. 0-18-06, 5-15-2006)
- (B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package in the city between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale any alcoholic liquor at retail in the original package between the hours of one minute past twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M. (Ord. 0-41-08, 11-17-2008)
- (C) The number of class L licenses shall be one.
- (D) The annual fee for a class L license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-18-06, 5-15-2006)

LIQUOR LICENSE HOLDERS 2012-13

CLASS A LICENSE (10)

Eva Investments DBA/ BROOKHAVEN MARKETPLACE

7516 Cass Avenue Darien, Illinois 60561 Attn: Licensing (\$1,500.00 – License A-1)

Saibaba Inc. DBA/ HERITAGE FOOD & LIQUOR

7515 Cass Avenue Darien, Illinois 60561 Mr. Bharat Bhagwakar (\$1,500.00 – License A-2)

Jewel Food Stores Inc. DBA/ JEWEL FOOD STORE #3123

7335 Cass Avenue
Darien, IL 60561
Ms. Cozetta P. Alcorn
[Jewel-Osco
150 Pierce Road, Suite 200
Itasca, IL 60143-1290
Attn: Ms. Constance Zaio
(708) 492-3014]
(\$1,500.00 – License A-3)

Highland Park CVS, LLC DBA/ CVS/Pharmacy #8501

8325 Lemont Road
Darien, IL 60561
Daniel J. Soller
[CVS/Pharmacy
One CVS Drive
Woonsocket, RI 02895
Attn: Ms. Denise Perron
(401) 770-3566]
(\$1,500.00 – License A-4)]

American Drug Stores LLC DBA/ OSCO DRUG STORE #3123

7329 Cass Avenue
Darien, IL 60561
Mr. Dwight Klein
[Jewel-Osco
150 Pierce Road, Suite 200
Itasca, IL 60143-1290
Attn: Ms. Constance Zaio
(630) 948-6010]
(\$1,500.00 - License A-5)

ALDI INC. #80

2251 75th Street
Darien, Illinois 60561
Mr. Michael Pollard, Manager
[ALDI INC.
1200 N. Kirk Road
Batavia, IL 60510-1477
Attn: Ms. Janet Meyer]
(\$1,500.00 – License A-6)

MPAS, INC Darien Liquor

8125 Cass Avenue Darien, IL 60561 Mr. Ramesh-Chandok (\$1,500.00 – License A-7)

Wal-Mart Store #2215

2189 75th Street
Darien, IL 60561
[Wal-Mart Stores Inc.
702 SW 8th Dept 8916
Bentonville, AR 72716-0500
Attn: Ms. Erin Eidson
(479) 204-6530]
(\$1,500.00 – License A-8)

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LIQUOR LICENSE HOLDERS 2012-13

WALGREENS

7516 Cass Avenue
Darien, IL 60561
Mr. Christopher M. Reiter
[Ms. Laura Milowski
Walgreens Co.
Tax Department
300 Wilmot Road MS#3301
Deerfield, IL 60015-4614
(\$1,500.00 – License A-9)

WALGREENS

8300 Lemont Road
Darien, IL 60561
Ms. Cheryl L. Karas
[Ms. Laura Milowski
Walgreens Co.
Tax Department
300 Wilmot Road MS#3301
Deerfield, IL 60015-4614
(\$1,500.00 – License A-10)

CLASS B LICENSE (1)

ALPINE BANQUETS, INC.

8230 Cass Avenue Darien, IL 60561 Mr. & Mrs. Stanley Kos (\$2,000.00 – License B-1)

CLASS C LICENSE (1)

CARRIAGE WAY WEST, INC.

8700 Carriage Greens Drive Darien, Illinois 60561 Mr. Brian Broderick (\$2,000.00 – License C-1)

CLASS D LICENSE (8)

Tai San Chef, Inc. DBA TAI SAN CHEF 2811-13 83rd Street Darien, IL 60561 Mr. Biyan Zhao (\$2,000 – License D-1)

PATIO RESTAURANT OF DARIEN, INC.

7440 Kingery Highway Darien, IL 60561 Ms. Janet Koliopoulos (\$2,000.00 – License D-2)

AODAKE, INC.

2129 75th Street Darien, IL 60561 Ms. Xiao Pan (aka/Lucy) (\$2,000.00 – License D-3)

Carlson Restaurants DBA/TGI FRIDAY'S INC.

2201 75th Street
Darien, IL 60561
Mr. Jay Gordon
[Carlson Restaurants Worldwide
4201 Marsh Lane
Carrollton, Texas 75007
Attn: Ms. Sonya Coleman
(972) 662-5458]
(\$2,000.00 - License D-4)

LA NOTTE DUE

8123 Cass Avenue Darien, IL 60561 Mr. Yogesh Patel (\$2,000 – License D-5)

MI HACIENDA INC.

2601 75th Street
Darien, IL 60561
Mr. Enrique A. Rodriguez
(\$2.000 – License D-6)

LIQUOR LICENSE HOLDERS 2012-13

Lietuvele, Inc. dba Old Vinius Café

2601 75th Street
Darien, IL 60561
Andrius Bucas
(\$2,000 – License D-7)

CHUCKS SOUTHERN COMFORTS CAFÉ

8025 Cass Avenue Darien, IL 60561 (\$2,000 – License D-8)

CLASS E LICENSE (5)

SHREEJI MINI MART, INC DBA DARIEN PANTRY INC.

737 Plainfield Road Darien, IL 60561 Mr. Patel Bhavin (\$1,500.00 – License E-1)

SPEEDWAY #5344

8301 Lemont Road
Darien, IL 60561
Mr. Paul Stavropoulos
[Speedway LLC
Ms. Sharon Stevens
P.O. Box 1580-License Dept.
Springfield, OH 45501]
(\$1,500.00 – License E-2)

RDK Ventures LLC DBA Circle K#6713

8975 Lemont Road
Darien, IL 60561
[RDK Ventures LLC
Ms. Carol Owings
P.O. Box 347
Columbus, IN 47202]
(\$1,500.00 – License E-5)

SPEEDWAY #7765

7502 Cass Avenue
Darien, IL 60561
Mr. Mohammed Zayed
[Speedway LLC.
Ms. Sharon Stevens
P.O. Box 1580-License Dept.
Springfield, OH 45501]
(\$1,500.00 – License E-6)

SPEEDWAY #1425

10250 Lemont Road
Darien, IL 60561
Mr. Patrick T. Windt
[Speedway LLC
Ms. Sharon Stevens
P.O. Box 1580-License Dept.
Springfield, OH 45501]
(\$1,500.00 - License E-7)

CLASS F LICENSE (1)

CEC Entertainment, Inc. DBA/CHUCK E. CHEESE'S

7409 Cass Avenue
Darien, IL 60561
[Ms. Maribel Alejandro
CEC Entertainment, Inc.
4441 West Airport Freeway
Irving, Texas 75062
Attn: Licensing]
(\$1,500.00 - License F-1)

CLASS G LICENSE (1)

DRY DOCK INN, INC.

1125 North Frontage Road Darien, IL 60561 Mr. Mark LaHa (\$2,000.00 – License G-1)

CLASS H LICENSE (1)

HOME RUN INN PIZZA CORP.

7521 Lemont Road
Darien, IL 60561
Mr. Joe Perrino
[Mr. John Carlson
HOME RUN INN PIZZA CORP.
1300 International Parkway
Woodridge, IL 60517]
(\$2,500.00 – License H-1)

LIQUOR LICENSE HOLDERS 2012-13

CLASS I LICENSE (1)

Action Billiards, Inc. DBA/ Q Bar 8109-8115 Cass Avenue Darien, IL 60561 Mr. Robert D. Taft (\$2,500.00 – License I-1)

CLASS J LICENSE (Temporary)

CLASS K LICENSE (4)

Smashburger Acquisition-Chicago LLC DBA/Smashburger #1111
2425 W. 75th Street, Unit D
Darien, IL 60561
[Smashburger Acquisition Chicago LLC 1515 Arapahoe Street
Tower 1, 10th Floor
Denver, CO 80202
Attn: Ms. Dena Flageolle
(303) 633-1544]
(\$1,500.00 – License K-1)

BUONA

7417 Cass Avenue
Darien, IL 60561
[Mile High Beef, LLC dba Buona
6801 W. Roosevelt Rd.
Berwyn, IL 60402
Attn: Licensing]
(\$1,500.00 - License K-3)

AVAILABLE - 2 (K-2 & K-4)

CLASS L LICENSE (1)

Open

CITY OF DARIEN

ORDINANCE NO AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN THIS 15 th DAY OF October, 2012	DU PAGE COUNTY, ILLINOIS				
AÐOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN	ORDINANCE NO				
MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN .	AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE				
MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN .					
MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN .					
OF THE CITY OF DARIEN	ADOPTED BY THE				
CITY OF DARIEN	MAYOR AND CITY COUNCIL				
•	OF THE				
THIS 15 th DAY OF October, 2012	CITY OF DARIEN				
	THIS 15th DAY OF October, 2012				

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this _____day of ______, 2012.

ORDINANCE NO
AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE
SECTION 1: Section 3-3-7-11 of the Darien City Code, "Class K License," is hereby
amended to provide as follows [deleted language stricken]:
3-3-7-11: CLASS K LICENSE:
(C) The number of class K licenses shall be four(4) two (2).
SECTION 2: Section 3-3-7-12 of the Darien City Code, "Class L License," is hereby
deleted in its entirety.
SECTION 3: This Ordinance shall be in full force and effect from and after its passage and
approval, and shall subsequently be published in pamphlet form as provided by law.
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 15th day of October, 2012.
AYES-

ORDINANCE NO	
APPROVED BY THE MAYOR OF THE ILLINOIS, this 15 th day of October, 2012.	CITY OF DARIEN, DU PAGE COUNTY,
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR
JOANNE RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	

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AGENDA MEMO Administrative/Finance Committee October 8, 2012

ISSUE STATEMENT

Consideration of a motion to authorize the City Administrator to purchase a camera system from Andromeda Technology Solutions for monitoring the Police Department building, booking room, holding cells, and interview rooms, and add four cameras to the system.

BACKGROUND/HISTORY

The camera system monitoring the Police Department building and grounds is approximately seven years old. Over the past eighteen months, the main operating console has required service and replacement parts four times costing \$2,005.50. This system is critical as it not only monitors the property but video tapes arrestees and suspects during the interview process. This video is often needed by the state's attorney to prosecute the offenders, so any problems with the system are high priority.

The current setup is an analog system, and the cameras themselves are still in great working order. Because we do not anticipate problems with the cameras or wiring, purchasing new DVRs is the most cost effective solution to maintain our current needs. These DVRs improve the process of downloading video to various types of media at specific employees computers. They are more specialized than other camera recording systems with the ability to watermark video, which keeps it from being modified. This is important for court proceedings to ensure video has not been tampered with. Additionally, four new cameras will be added to the system to allow for monitoring of the EOC, the armory, the command center, and the exercise room.

Some companies recommended moving to an IP surveillance system at this time. While staff believes this may be a good option in the future, it requires the replacement of working existing equipment that still has value. Staff recommends accepting the low cost proposal, Andromeda, which takes advantage of existing equipment while upgrading our capabilities to download and distribute video. There will also be a cost, between \$1,500 and \$2,000, for our IT company to provide new wiring to the server room to locate the DVRs. The more costly quotes listed were for the IP systems recommended by these companies. The new cameras will be IP cameras that are also able to operate on an analog system. There is \$27,600 budgeted for this project and the Municipal Services Security Camera system in line item 25-35-4815, which will come to the committee at a later date.

Company	Quote
Andromeda	\$7,162.04
Cipher Technology Solutions	\$31,849
Reliable	\$8,387
First Security Systems	\$17,536
Purchase From Internet Security Systems, Install by AIS	\$7,612.92
Chubb	\$18,560.09

STAFF/COMMITTEE RECOMMENDATION

Staff recommends purchasing this video equipment.

ALTERNATE CONSIDERATION

Not purchasing the camera system and continuing with repairs would be an additional consideration.

DECISION MODE

This item will be on the October 15, 2012 City Council meeting agenda.

Andromeda Technology Solutions

Phone: (815) 836-0030 Fax: (888) 389-9870

16624 West 159th Street, Suite 600

Lockport, IL 60441



Quote

No.:

9252

Date:

09/25/2012

Prepared for:

John Cooper

Darien Police Department 1710 Plainfield Road

Darien, IL 60561 U.S.A.

Prepared by: Patrick L. McDonalcl

Account No.: 5947 Phone: (630) 353-8359 Fax: (630) 971-4326

Qty.	Part Number	Description	UOM =	Sell	Total
2	EasyNet Pro Series	16 Channel Pro Series DVR 4TB - 16 Audio Ch.	EA	\$2,303.58	\$4,607.16
	 16-ch (480pps @ CIF) 16 Audio Input Chann H.264 				
	 Real-time recording po Pentaplex functions Available in 1TB - 4TB 				
	 Multiple monitor outpu DVR control methods: 	its Front panel, IR Remote, Mouse, Keyboard (CK-1000) USB flashdrive file copy methods			
	 Time synchronization is Windows PC & Mac co Free EasyNet Touch in Free DDNS Service 	mpatible VMS Pro			
2		Rackmount ears ED series	EA	\$52 <i>.</i> 67	\$105.34
4		Dome, Indoor Camera EasyView2 Hi-Res Ivory	EA	\$201.93	\$807.72
	Specifications •SIE II DSP Chipset •1/3" CCD Sensor •700 TV Lines •2.8~10mm, DC Auto II •EZ-Coax Optional •12VDC/24VAC Dual Vo.				
600	·	Carnera Video Cable, RG59, Siamese Video with 18g Power Pair	FT	\$0.37	\$222.00
8		BNC Video Connector, BNC RG-59 Crimp Pin and Sleeve	BOX	\$1.79	\$14.32
5.00		Remove existing DVR's. Install new DVR's and setup on network. Setup remote viewing software on select PC's. Train users on operation of unit.	HR	\$110.00	\$550.00
7.00	92. 	Mount cameras and sight new cameras. Add new cameras to recording system.	HR	\$110.00	\$770.00
0.00		Repoint and focus Sallyport entrance	HR	\$110.00	\$0.00

The above camera system is covered under the 3 year manufactures parts warranty, except where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, lightning or other natural disaster),

Quote

No.:

9252

Date: 09/25/2012

Qty. Part Number Description UOM Sell Tota

war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalizations, government sanction, blockage, embargo, labor dispute, strike, lockout. Also not covered are failures due to misuse, neglect or abuse.

Your Price:

\$7,076.54

Freight: SubTotal: \$85.50

\$7,162.04

Total: *

\$7,162.04

Prices are firm until 10/24/2012 Terms: Due on Receipt

Quoted by:

Patrick L. McDonald, PatM@wenetwork.com

Date: 9/25/2012

Accepted by:

Date:_____

Disclaimer

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ANY ADDITIONAL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. Andromeda Technology Solutions does not provide a warranty on purchased hardware (parts or entire computers) or software. The original manufacturer's warranty applies to parts or warranty service. Any work done by Andromeda is billable, even if the unit is still covered under the original manufacturer's warranty. This billable work may include, but is not limited to, debugging of hardware or software problems and removing/replacing a piece of hardware supplied by the manufacturer. (The replacement part may be provided free of charge by the manufacturer.) This holds true even if the hardware is covered under an on-site replacement warranty.

For any new devices (telephones, access points, computers etc) that require additional wiring (including network and telephone patch cables, surge protectors, etc), the work will be billed Time & Materials at our standard rates (unless that wiring is specifically covered in a line item above.) For any existing building wiring that is not station-to-station, does not follow standard color coding, or is below needed specifications, any additional work that is incurred will be billed Time & Materials at our standard rates.

Please Sign above and fax back to (888) 389-9870 (or Email to your account manager) to accept this quotation. For new customers, or existing customers with quotations over \$2,000, a 50% payment will be required before any hardware is ordered. The balance will be due 25% upon hardware delivery and the final 25% due upon completion of the job.

IMPORTANT: You agree that you have reviewed the terms and conditions of the Services Agreement located at www.WeNetwork.com/agree.htm and that your purchase is subject to these terms and conditions. By signing this quotation you are subject to the terms of the agreement.



easynet[™] Pro Series ED-P400/P800/P1600



Product Description

- · Available in 4, 8, & 16-ch
- · Embedded Linux operating system
- Pentaplex function simultaneous live / record / playback / network / file copy
- · Recording compression method: H.264
- · Real-time recording per channel
- · Multiple monitor outputs & Looping video outputs
- . DVR control options: Front panel, IR remote, PC mouse,
- Keyboard (CK-1000)

- · File copy method: Built-in DVD burner or USB flashdrive
- · Multi-channel audio support
- Watermark
- Time synchronization between multiple DVRs
- · Firmware upgrade via USB or network
- · VMS Pro Windows PC & Mac compatible
- · Free mobile app
- · Free DDNS service

Advanced Features



Multi-Layer Streaming™

When monitoring live over a network, easynet™ DVRs transmit 3 video streams simultaneously for optimal network performance. Independent of the actual frame rate and resolution being recorded by the DVR, these secondary and tertiary streams represent an ideal solution for low bandwidth environments such as DSL and 3G networks.

- Primary Stream (H.264): User defined recording frame rate & resolution per channel
- Secondary Stream (H.264): 6pps @ CIF per channel(Fixed)
- Third Stream (M-JPEG): 3pps @ CIF per channel(Fixed)



Copy Files & Playback from DVR

For your convenience, recorded files can be copied and archived to a USB flashdrive or CD/DVD in multiple formats.

- NVF (NUVICO File System) Our new proprietary & tamper proof file system, also allows playback from any easynet™ DVR
- EXE (NVF w/ mini player)
- MP4 A standard format where copied files can be reviewed from Windows PC or Mac, without using any 3rd party software



Widescreen Support (16:9)

New easynet™ DVRs utilize the latest HD Mux & Decoder chip sets available. Designed to accommodate modern-day HD widescreen monitors, easynet™ DVRs deliver industry-leading display resolution.



easynet $^{\text{TM}}$ Touch $^{\text{TM}}$ - Free Mobile App

NUVICO's new app allows the user to access video streams directly from easynet™ DVRs to their handheld devices over Wi-Fi or 3G/4G networks. In addition to remote video monitoring, our powerful app incorporates many advanced features required in everyday security environments:

- . Display up to 16 cameras in both live view & playback
- · Favorite camera group setup from multiple DVRs
- Instant playback
- Time Search
- DVR status icons Recording On/Off, Alarm, Video Loss & HDD fail
- PTZ controls



Multi-Layer Recording™

A derivative of NUVICO's exclusive Multi-Layer StreamingTM technology, Multi-Layer Recording allows a user to quickly review recorded files over a network, which is as important as live video monitoring. Multi-Layer RecordingTM gives you the option to record 3 independent video streams in tandem. This powerful function makes faster remote search and playback possible. This feature is especially useful when performing multi-channel playback over a low bandwidth network.

- Primary Stream (H.264): User defined recording frame rate & resolution per channel
- Secondary Stream (H.264): 6pps @ CIF per channel (Fixed)
- Third Stream (M-JPEG): 1pps @ CIF per channel (Fixed)



RTSP: Real Time Streaming Protocol

In addition to Multi-Layer StreamingTM, we have integrated an RTSP server into the new easynetTM DVRs. RTSP enables an unlimited number of users to access live video streams using a common media player such as QuickTimeTM, which is available for both a Windows PC and Mac. Simple but effective, this is an ideal approach to applications requiring a large number of simultaneous users, such as a university campus, construction site, day-care center, pet shop, marina, and the like.



easynet™ VMS Pro

Our new multi-site management software exclusively developed for new easynet DVRsTM, as well as our upcoming easynet TM iP cameras and NVRs. Built on a universal software platform, easynet TM VMS Pro works flawlessly on both a Windows PC and Mac.

- Register and manage up to 1,000 DVR sites
- . View up to 128 cameras from multiple sites simultaneously
- Memory reserve for event and system status log 10,000 events.
- Intelligent PC resource & network bandwidth management
- E-map
- 2 way Audio
- Multiple monitor support
- Windows PC & Mac compatible

Technical Specifications

easynet™	ED-P400	ED-P800	ED-P1600	
Pro Series				
Video Format	NTSC / PAL Auto Detect	NTSC / PAL Auto Detect	NTSC / PAL Auto Detect	
Video Compression	H.264	H.264	н,264	
Operating System	Embedded Linux	Embedded Linux	Embedded Linux	
Pentaplex Function	Simultaneous Live / Record / Netwo	rk / Playback / File Copy		
Video Input / Loop Output	4/4	8/8	16/16	
Maximum Recording Rate &	120pps @ CIF	240pps @ CIF	480pps @ CIF	
Resolution	120pps @ 2ClF	240pps @ 2CIF	240pps @ 2CIF	
	120pps @ 4CIF	120pps @ 4ClF	120pps @ 4CIF	
Monitor Output				
- Main 1	VGA (1280 x 1024)	DVI/HDMI (1920 x 1080)	DVI/HDMI (1920 x 1080)	
- Main 2	Composite	VGA (1920 x 1080)	VGA (1920 x 1080)	
- Main 3	N/A	Composite	Composite	
- Spot 1 (BNC: Composite)	(Full / Sequence)	(Full / Sequence)	(Full / Sequence)	
- Spot 2 (BNC: Composite)	N/A	(Full / Sequence)	(Full / Sequence)	
- Spot 3 (BNC: Composite)	man () and () and ()		(Full / Sequence)	
- Spot 4 (BNC: Composite)	17.11 (Personne		(Full / Sequence)	
Network Transmission Method	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Selectable	
- Primary Stream	H.264 @ User-defined resolution H.264 @ User-defined resolution		H.264 @ User-defined resolution	
- Secondard Stream	H.264 @ CIF	H.264 @ CIF	H.264 @ CIF	
- Third Stream	M-JPEG @ CIF	M-JPEG @ CIF	M-JPEG @ CIF	
Internal Storage	1 Internal HDD bay (Up to 2TB)	3 Internal HDD bay (Up to 6TB)	3 Internal HDD bay (Up to 6TB)	
Mirror Recording	No	No No		
Alarm In/Out	4 Inputs / 1 Output	8 Inputs / 2 Output	16 Inputs / 4 Output	
Audio In/Out	4 Inputs / 1 Output	B Inputs / 1 Output	16 Inputs / 1 Output	
Audio Over Network	2-way	2-way	2-way	
PTZ Dome & Controller Interface	RS-485	RS-485 / RS-422	RS-485 / RS-422	
Network Port	Gigabit Ethernet	Gigabit Ethernet	Gigabit Ethernet	
Built-in Copy Device	CD / DVD Burner (Max 4GB Clips)	CD / DVD Burner (Max 4GB Clips)	CD / DVD Burner (Max 4GB Clips)	
External Copy Device	USB Flashdrive (Max 2GB Clips)	USB Flashdrive (Max 2GB Clips)	USB Flashdrive (Max 2GB Clips)	
USB Ports	2 Front, 1 Rear	2 Front, 1 Rear 2 Front, 1 Rear		
Recording Modes	Continuous, Schedule, Alarm, Motic	on, and Panic Recording		
Recording Adjustments	Resolution, frame rate, and picture			
Pre-event & Post-event Recording				
Search Mode	Time / Calendar / Event Search	Time / Calendar / Event Search Time / Calendar / Event Search		
Alarm Notification	t up up, barren e (mail, and tola)		Pap up, buzzer, e-mail, and relay	
Watermark / Time Sync.	Yes / Yes Yes Yes / Yes			
Power Fallure Recovery	Auto reboot while maintaining system settings			
Rack Mount Kit	Yes (Optional)	Yes (Optional) Yes (Optional)		
Operating Temperature	41°F - 104°F (0°C - +40°C)	41°F - 104°F (0°C - +40°C) 41°F - 104°F (0°C - +40°C)		
Dimensions (W-D-H) mm	14.53" x 15.35" x 3.46" (369mm x 390mm x 88mm)			
Power Input	AC 100 - 240V, 50/60 Hz, 85W Max, Typical 60W			
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Available Models

HDD Capacity	Model Number	HDD Capacity	Model Number	HDD Capacity	Model Number
1TB	ED-P410	1TB	ED-P810	1TB	ED-P1610
2TB	ED-P420	2ТВ	ED-P820	2TB	ED-P1620
		ЗТВ	ED-P830	ЗТВ	ED-P1630
		4TB	ED-P840	4TB	ED-P1640

*Minimum System Requirements (Single site mode) Windows 7 or Mac OS X 10.6 as:

CPU:

Core 2 Duo

Memory:

2GB

Video Card: Network:

1GB 100Mbps *Preferred System Requirements (Multi-site mode)

OS:

Windows 7 or Mac OS X 10.7

CPU:

Core 17

Memory:

16GB

Video Card:

BGB

Network:

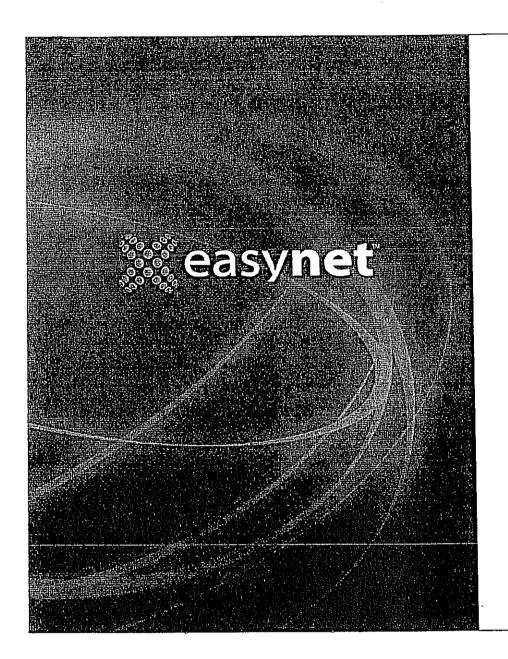
1Gbps



NUVICO Corporata Headquarters 53 Smith Street Englewood, NJ 07631 Tel: 201-541-1605 Toll Free: 866-523-1700 Fax: 201-541-1620 sales@nuvico.com | www.nuvico.com

NUVICO International Corporation BH101, KCFOMO Tower, 16-3 Sunae-Dong, Bundang-Gu, Seongnam:Si Gyeonggl-Do, 453-825, Korea Tel: B2-31-712-8814 Fax: 82-70-7500-9164 | export@nuvico.com

ED-P400/P300/P1600



INSTRUCTIONAL WANUAL

EasyNet[™] Series **VIVIS Pro**

OVERVIEW

VMS Pro

What is VMS Pro?

VMS Pro is NUVICO's new multi-site management software exclusively developed for new EasyNet™ DVRs, as well as our EasyNet™ IP cameras and NVRs. Built on a universal software platform, EasyNet™ VMS Pro works flawlessly on both a Windows PC and Mac.

Features

- Register and manage up to 1,000 devices (DVRs, NVRs, IP and Mega-pixel cameras)
- View up to 128 cameras from multiple sites simultaneously
- Memory reserve for event and system status log 10,000 events
- · Intelligent PC resource & network bandwidth management
- E-map
- 2 way Audio
- · Multiple monitor support
- Windows PC & Mac compatible

Minimum System Requirements (Single site mode)

OS: Windows 7 or Mac OS X 10.6 CPU: Core 2 Duo or higher Memory: 1GB or higher

Video Card: 1GB Network: 100Mbps

Preferred System Requirements (Multi site mode)

OS:-Windows 7 or Mac-OS-X 10.7

CPU: Core i7 Memory: 16GB Video Card: 8GB Network: 1 Gbps



OVERVIEW

Features

- 4.8 and 16 channels
- · Embedded Linux Operating System
- · H/W based true HD Display
- Quadruplex function simultaneous record / playback / network / backup
- · Recording compression method: H.264
- · Real-time live display & recording per channel
- Up to 480pps recording @ 4CIF (704 x 480) resolution
- · Multiple video outputs:
- · User friendly graphic menu & Intuitive mouse GUI
- · Hidden / Covert camera function
- · Backup device: DVD-RW and/or USB
- 6 SATA HDD bays: Up to 12TB on ED-U1600 model
- · Watch dog / power failure recovery
- RS-422/485 for PTZ speed dome and Controller Keyboard (CK-1000)
- · Support various PTZ protocols
- Time synchronization between multiple DVRs
- · Firmware upgrade via USB or Network
- IR remote controller
- · Supportable Text Input devices for Point of Sale integration using AVE VSI Pro.

Network Features

- · Any web browser (Internet Explorer, Mozilla Firefox, Google Chrome and Apple Safari)
- VMS -- Pro (Multi-site Client Software)
- Network transmission method: H.264 / JPEG selectable
- 10 Simultaneous live users, 2 Simultaneous playback users
- · 2-Way audio over network
- · Dynamic DNS Service





Providers & Integrators of Structured Cabling, Security and Fire Alarm Systems

June 15, 2012

Darien Police Department 1710 Plainfield Rd. Darien, IL. 60561

Phone (630) 971-3999

Attn: Deputy Chief John Cooper

Re: Darien PD Camera System Upgrade

As an existing system analysis was conducted, it is suggested that the system with the below mentioned items be installed. We believe this would provide full functionality of the requested desires and needs of the department. This system is an IP based system designed to integrate with the existing analog cameras onsite. The system will provide the ability to move forward with current technology when the additions of new cameras or camera replacements are desired. It was requested during the site visit that CTS Inc. provide pricing for an IP based system but also an alternate of a DVR type system. An IP based option is the ornly option we are suggesting due to the functionality of the existing system. It is felt that migrating to a DVR type system would be a patch to existing issues as opposed to a system to build onto for the future and provide the needs required. The existing Vicon system with its functionality was a precursor to an IP based system and only moving to a DVR system will not achieve the same desired function.

We are pleased to offer a price for the additions to the existing camera system at the above mentioned property. The included scope will contain the following:

- OnSSI software package for existing cameras and required client load.
- Sony encoders to create integration between existing analog cameras and new management software.
- Server to support existing camera load as well as further expansion with additional storage and software licenses.
- Network switch for new system as required.

· 中央共享的政治。17万万万元,17万年14年共和共2014年,1877年2月,其次1877

- Relocation of existing head end to lower level mechanical room into wall mount enclosure.
- New cable to MDF closet from existing camera head end as required as required.

Pricing:

• Camera equipment, software, configuration and misc. hardware parts and labor \$29,231.00

Alternate #1

• Upgrade interview recording notification lighting and camera reconfiguration in two locations. This will include new switch plates with lighting to notify of recording for investigative purposes. Add \$2,618.00 to the base pricing.

Qualifications:

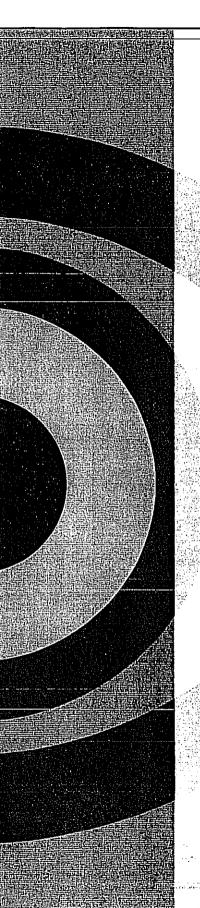
- Power if and where required to be provided by others.
- Integration to existing network for client access to be coordinated with customers IT personnel.

Any existing cameras not functioning properly that need to be replaced would be conducted as an extra.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the above mentioned sum. Payment will be

will apply (1 ½% monthly) unless powill be executed only upon written of upon strikes, accidents or delays are until paid in full. Owner is to carry specified, and the above work to be completed in a substantial workman executed only upon written orders, a strikes, accidents or delays beyond of Customer shall become liable for all result of failure to make payment.	reviously arranged. Any orders, and will become beyond our control. Alfire, tornado and other reperformed in accordance like manner. Any alterand will become an extraour control. Owner is to reasonable attorney's for Eipher Technology Solud or vandalism will not	y alteration or deviation from ab an extra charge over and above ill equipment remains the propert necessary insurance upon above the wit the drawings and specifical ation or deviation from above sp a charge over and above the esti of carry fire, tornado and other nefees, court costs, finance charges ations Inc. pays all applicable states be covered under this contract.	completion net 30 days. Finance charges ove specifications involving extra costs, the estimate. All agreements contingent by of Cipher Technology Solutions Inc. work. All material is guaranteed to be as ation submitted for the above work and ecifications involving extra costs, will be mate. All agreements are contingent upon accessary insurance upon above work. If and expenses that may be incurred as a ste sales taxes. Any damage to contract Repair/replacement of such an event will tract.
Respectfully submitted by: SIGNATURE:	Eric Light (Vice P	resident of Operations)	uun en la saar en la s
NOTE: We may withdraw th	s proposal if not ac	cepted within 30 days.	
	ACCEPTA	NCE OF PROPOSA	L
The above prices, specification do the work as specified. Pay	ons and conditions a ment will be made	are satisfactory and are her as outlined above.	eby accepted. You are authorized to
DATE:	-	SIGNATURE	
PO #:	_ (OF APPLICABLE)	TAX EXEMPT #:	(IF APPLICABLE)

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OCULARIS

We started to develop Ocularis with one question in mind: You have a video surveillance system streaming hundreds and thousands of cameras, now what?

Ocularis is a comprehensive video management system that combines power ful network video recorders (NVRs) with physical security information management (PSIM) functionality.

Ocularis represents the latest evolution in IP-video surveillance and security. As an integrated video and event management platform, it includes a full-fledged video management system (VMS) for streaming, recording and managing an unlimited number of cameras at multiple sites.

Ocularis' straightforward workflow provides a collaborative environment in w hich video and alerts from across the organization are converted into meaningful events, for efficient shared handling and building a video-evidence case file.

Ocularis extends the reach of your video surveillance and security operation with more types of data and more intelligence and automation, realizing your true needs, presen trandituture.

Simplicity, Efficiency and Productivity

Ocularis employs multiple tools for video intelligence and automation, all operated through a user-friendly, intuitive controller interface. The result is greater productivity in your security operation, which translates into significantly lower operating costs and improved ROI.

Ocularis is the Next Evolution in IP-Video and Security

At the forefront of IP-based video surveillance, OnSSI has introduced the network video recorder (NVR) and the video management system (VMS).

Now is the time for OCULARIS.



THE OCULARIS WORKFLOW

Perord

Ocularis allows you to optimize video recording based on your true needs and constraints, with full control over each camera's video attributes.

Montai

Monitor and control any number of cameras, at a single or at multiple sites, through desktop-based or mobile video clients.

AnalyzeVide0

The Ocularis Analytics add-on automatically detects and analyzes specific movements and patterns, from tailgating at entry points to in-store customer behavior.

REPORTED IN

Video of meaningful events automatically pops up on operators' video client displays and on control-room video walls.

ENER

Multiple alerts from different sources are combined into a composite Boolean-logic event, which compiles with the organization's physical security environment. Event Fusion reduces false detections by adding a level of alert validation.

menate

Ocularis was designed for Integration with a variety of physical security and transaction systems including access control, license plate recognition, hazmat detectors and more.

investina is

Ocularis provides multiple investigation tools for accessing and enhancing video of incidents, eliminating the need to review hours of footage.

Ocularis' dynamic navigation maps display your entire array of cameras in context, as they are positioned. You can preview cameras right on the map, or use the map as a video wall controller.

convolvideo Válus

With one click, carriera and camera groups can be displayed and controlled on any control room video wall (optional) for shared system-wide operation.

CHARLES THE SECOND

Segments of video are bookmarked and copied to a secure database, for shared handling among multiple operators. Selected segments can be exported in multiple still-image and video formats.

SINGULAR STRUCTURES VALUE

Alerts generated by access control, video content analytics and other integrated systems can be handled simultaneously by operators at multiple locations.

OCULARIS CLIENT

Ocularis Client represents a totally new level of human engineering in video surveillance and security. It is the unified user interface used under the Ocularis platform, for all operator operations:

Ocularis Client's intuitive interface, optimized for both mouse and touchscreen operation, intelligently reacts to the user's actions at any given moment. It elegantly presents only the controls and tools required for the current camera and mode of operation, eliminating all confusing toolbars and dashboards. This allows operators to reach proficiency within minutes of training.

Designed for maximum simplicity and efficiency, Ocularis Client provides a host of alerting, investigation and event-hand ling tools that allow operators to respond to events faster - when every second counts.

ADD-ONS AND INTEGRATED SOLUTIONS

Ocularis VideoWall

Control multiple video walls directly from Ocularis Client's map-based interface, with no limit on the number of cameras, displays and operators. This makes Ocularis the ideal platform for command-and-control centers and remote alarm monitoring operations.

Ocularis OpenSight

OpenSight allows central monitoring systems to access multiple Ocularis systems, all through a single map-based interface. At a glance, a city's police department or central monitoring station could see what is happening where, and better direct first responders.

Ocularis Analytics

Video Content Analytics enable the detection of specific movements and behaviors, both human and vehicular. Analytics generated alerts are automatically pushed to users, together with a graphical metadata overlay of the movement that triggered the event.

SDK-Partner Integrated Solutions

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Ocularis integrates a variety of access control, physical security, license plate recognition, transaction and other third-party systems; that enhance and increase the value of the entire surveillance and security system.



Why Ocularis

Offering a unique user experience on an advanced technology platform, Ocularis delivers significant cost savings and ROI for organizations of all sizes and types:

- Ocularis provides the functionality, unlimited scalability, and lower total cost of ownership required to move to a tru ty
 integrated IP-video and security platform.
- · Ocularis increases overall productivity, so that fewer operators are required for handling increasingly larger cameral arrays.
- Ocularis supports hundreds of IP camera and encoder models. Leverage your existing IP or analog cameras, or choose the
 devices that best fit your needs.
- With Ocularis you can integrate data from video content analytics, access control and other physical security and transaction systems, and combine multiple alerts into validated composite events.
- Ocularis' non-proprietary platform runs on off-the-shelf hardware, allowing for hardware and component updating throughout
 the lifetime of the software.
- OnSSI's Software Upgrade Plan (optional) assures that you're always up-to-date with the latest features and functionality. You are also able to trade-in and upgrade your system to meet future needs.
- Ocularis Client requires virtually minutes of training to full proficiency, allowing you to hire operators that are not computer-sayvy.
- Ocularis reduces insurance exposure and costs, and serves as an invaluable tool for enhancing marketing/merchandishes and maintenance decisions.
- · Most importantly, Ocularis enhances the security of your employees, your community and your assets.

About OnSSI

On-Net Surveillance Systems, Inc. (OnSSI) offers a comprehensive IP video surveillance control and management software solution and continues to develop the most advanced IP-based intelligent video surveillance solutions in the market.

Ocularis, OnSSI's flagship IP video surveillance and security platform, combines a comprehensive video management system with physical security information management (PSIM) functionality. It enables handling an unlimited number of cameras at multiple locations, as well as alerts across the organization, all through an extremely user-friendly video client interface.

OnSSI collaborates with leading developers of physical security and video content analytics modules worldwide, and is committed to an open-architecture, non-proprietary solution that supports virtually any IP camera and/or encoder on the market.

With core competencies rooted in both the IT and professional security markets, OnSSI's IP solutions can be found in a wide range of municipalities, federal and local government agencies, as well as enterprise, industrial, and educational settings.

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Providers & Integrators of Structured Cabling, Security and Fire Alarm Systems

June 15, 2012

Darien Police Department 1710 Plainfield Rd. Darien, IL. 60561

Phone (630) 971-3999

Attn: Deputy Chief John Cooper

Re: Darien PD Camera System Upgrade Server Specifications

HP OEM VSS - HP DL180G6 SERVER 2U-E5620-8GB RAM-WIN SVR 2008 R2 (2)250GB-(1)300GB SAS-(3) 2TB SAS-(2) 750W PS- 3YR ONSITE WTY-450812 (2) 250GB DRIVERS FOR OS, RAID 1 (2) 300GB SAS DRIVES FOR LIVE VIDEO, RAID 1 (3) 2TB SAS DRIVES FOR STORAGE, RAID 5

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Choose the Ocularis Feature Set that's Right for You

Ocularis is offered in four feature sets, designed to meet the needs of organizations of all sizes and structures, from single-location retail outlets or schools to multiple-site, complex municipal and campus installations.

To find the best match for you, find the type of organization and installation that fits you the most.

Ocularis PS

Designed for organizations with limited need for active live monitoring and alerting. *Ocularis PS* is the ideal IP video surveillance solution for installations operating in a single or at multiple locations, running a relatively small number of cameras in each.

Ocularis CS

For large distributed organizations with extended command and control needs. *Ocularis CS* supports that VideoWall and OpenSight add-ons, allowing the control of video walls at multiple command and control centers, and incorporating camera streams from other Ocularis installations.

Ocularis IS

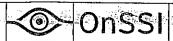
Competitively priced, Ocularis IS was designed for organizations operating at multiple locations with no size limit ations. It supports integration with access control, video analytic and other 3rd-party systems, meeting the needs of Organizations with dedicated resources for live monitoring and alerting.

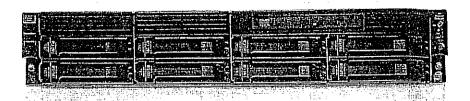
Ocularis ES

Ocularis ES brings a higher level of efficiency to recording system maintenance. Intended for very large and complex multi-site installations, it incorporates a central video recording system management utility, which eliminates much of the complexity of managing many hundreds and tho usands of cameras at multiple sites.

Ocularis Feature Set	PS	is a large	Cs	ES
Single-camera increment licensing	0	0	• · · · · • · · · · · · · · · · · · · ·	⊙
Scalable for unlimited number of cameras	i da en			70 20 3 TH
Unlimited number of servers at multiple sites	0	. 0	•	<u> </u>
a Bundled with Ocularis Client (Unlimited installs)	0.75		9	6
Concurrent video client connections	4	Unlimited	Unlimited	Unlimited
Instant investigation during live monitoring	F. FORES		10	
Support for hundreds of camera models	0	0	•	©
Gentralized user rights management	OF THE		0	
Advanced video investigation tools	0	0	•	©
Video evidence exporte de la		0	0	
Map navigation with active camera previews	•	0	©	⊙
3rd-party-integration compatible		200		
Shared event and alerting management	The state of the s	Θ	. ©	0
On event automated push video alentino o			20	ii Zaosta
Network storage archiving		Θ	©	<u> </u>
CaseMaker (enhanced bookmarking)		0.0	o .	
OpenSight-compatible (as viewer system)	Township to the and a firm on a second a grade from the profession of the profession of	The state of the s	•	<u>©</u>
Control room video wall management:			O O	6.0
Multicasting capabilities	· 1000年1月2日 1973年1月1日 1月1日 1月1日 1月1日 1月1日 1日 1	·····································	ELEMENTERS TO SEE THE THE SEE SEE SEE SEE	•
Central recording server management :: 1/11				Θ.
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HP ProLignt DL180 G6 Server

Data sheet

Combining storage density, expandability, and energy efficiency, the new HP ProLiant DL180 G6 Server gives you an extremely flexible computing platform with powerful compute technology and ample I/O and storage.

With the HP ProLiant DL180 G6 Server, you will find a cost-effective, general-purpose rack server that effectively meets the needs of growing businesses and corporate scale-out. The HP ProLiant DL180 G6 Server is a powerful dual-processor capable server that delivers power efficiency and essential features for 32-bit and 64-bit applications. Developed to address the needs of small and medium enterprises, the ProLiant DL180 G6 Server offers the efficiencies of a rack server while maintaining the economics of a tower server.

-The ProLiant DL180-G6-Server has an array of new features and innovations that set it apart from previous generations and the competition. The ProLiant DL180-G6 Server features the latest Intel® Xeon® processors, an increased DIMM slot count, small form factor (SFF) drives, a 28 TB internal storage capacity, and efficient memory and power supplies.

The ProLiant DL180 G6 Server is a flexible, space-saving solution combining the benefits of a compute node with those of a storage server. Moreover, with improved features providing enhanced reliability, simplified maintenance, and lower total cost of ownership (TCO), it can help you handle complex business requirements with ease.

Key features and benefits

High performance

The ProLiant DL180 G6 Server gives you the performance advantages of a dual- and quad-core architecture along with the following new features:

 Up to two quad-core or six-core Intel Xeon 5500 and 5600-series processors give you the compute power you need for heavy workloads.

- Up to 192 GB of PC3-8500 (1066 MHz) DDR3 memory allows you to benefit from fast speeds and increased bandwidth.
- Four internal PCI Express slots (3x8 full-length/ full-height and 1x16 low-profile/holf-height) provide flexible connectivity options.
- Up to 28 TB of internal storage provides the capacity you need.
- Support for up to 14 large form factor (LFF) or 25 small form factor (SFF) drives gives you the flexibility of choice.
- HP Smart Array support facilitates increased I/O performance and optional RAID 5 data protection.

Simplified management and deployment
The ProLiant DL180 G6 Server has added
capabilities that reduce unplanned downtime as well
as setup and update time. In addition, it delivers
standards-based control from any location, anytime.
Key highlights include:

- HP ProLiant Onboard Administrator powered by HP Lights-Out 100i (LO100i) enables standards-based, remote management.
- Intelligent Platform Management Interface (IPMI) 2.0 standard and Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP) allow you to standardize commands for remote management.
- LO100i Advanced (available with license-activated keys) provides virtual KVM and virtual media support.





- The addition of the Easy Setup CD facilitates rapid and simplified deployment with the SmartStart Scripting Toolkit (SSSTK), HP Smart Update Manager (HP SUM), and Smart Components.
- SNMP agents provide HP Systems Insight Manager (SIM) management (health and performance monitoring, alerting, and system control), which helps reduce unplanned downtime.

In addition, the ProLiant DL180 G6 Server supports HP Insight Control suite for Linux (ICE-Linux), which enables comprehensive monitoring and management of Linux-based ProLiant server platforms.

Right-sized solution

The ProLiant DL180 G6 Server provides expandable performance and is designed to enhance processing throughput and dependability at a low cost. Options include:

- Choice of the latest quad-core Intel Xeon processors
 provides the processing-power to run multiple tasks
 and applications simultaneously.
- PC3-10600 DDR3 registered or unregistered DIMMs provide cost and power flexibility at a component level.
- PCI riser options give you the ability to replace two x8 slots with one x16 slot.
- Four-drive LFF models can be expanded with an eight-drive option kit.

Ease of ownership

The HP ProLiant DL180 G6 Server delivers performance and value with these features:

- Optional high-efficiency power supplies and low-voltage CPUs help achieve lower total cost of ownership.
- Industry-standard management tools from your choice of leading operating system vendors make the ProLiant DL180 G6 Server easy to set up, maintain, and troubleshoot.
- "Tool-less" rail kits save time during rack installation.
- Dense 2U rock design and efficient power supply choices facilitate increased use of server rack and data center space.

- Rack-optimized 2U form factor allows fast deployment and efficient main*enance of large-scale cluster solutions.
- Easy-occess chassis and internal component labels enable fast and simple maintenance and expansion.

Enhanced reliability

- Embedded HP NC362i Integrated Dual Port 1 Gb NIC features load-balancing, Failover, and sideband support—reducing network latency.
- Support for up to two redunda nt hot-plug power supplies helps keep environme nts up and running.
- Internal USB option provides a dditional connectivity and security.
- Trusted Platform Module (TPM) option facilitates enhanced data protection.

Energy-efficiency leadership

The ProLiant DL180 G6 Server comes with new features and components that reduce power consumption without affecting performance. This is ideal for energy-conscious customers. With a family of high-efficiency power supplies, you can lower your power consumption and help make sure that you do not oversubscribe your power requirements. With the ProLiant DL180 G6 Server, you can:

- Reclaim lost data center power with right-sized ProLiant power supplies that enable you to meet your exact needs
- Choose from 460 W or 750 W power supplies that are up to 94 percent efficient
- Benefit from common power slots that significantly reduce the spares needed
- Rely on efficient-choices at the component level power supplies, low-power processors and memory, and voltage regulators—to conserve energy

Click here to view the demo and get an overview of the HP ProLiant DL180 G6 Server



Dependability and support

Thriving businesses know that properly deployed and supported technology can offer a competitive advantage. So when it comes to expert, dependable support, HP can help you in more ways than one.

- A global server support network assists you with setup and installation, and provides reliable aftersales support when you need it from a single point of contact.
- A broad range of preconfigured, factory integrated, and tested cluster packages are ideal for midrange technical computing.

HP ProLignt DL180 G6 Server



Processor type

Intel Xeon 5500 and 5600 series processors

Available processors

Six-Core Intel Xeon Processor X5675 (3.06 GHz, 95 W) Six-Core Intel Xeon Processor X5670 (2.93 GHz, 95 W) Six-Core Intel Xeon Processor X5650 (2.66 GHz, 95 W) Six-Core Intel Xeon Processor X5660 (2.80 GHz, 95 W) Six-Core Intel Xeon Processor E5649 (2.53 GHz, 80 W)

Six-Core Intel Xeon Processor E5645 (2.4 GHz, 12 MB L3 cache, 80 W)

Six-Core Intel Xeon Processor L5640 (2.26 GHz, 60 W) Quad-Core Intel Xeon Processor E5640 (3.2 GHz, 95 W) Quad-Core Intel Xeon Processor E5640 (2.66 GHz, 80 W) Quad-Core Intel Xeon Processor E5630 (2.53 GHz, 80 W) Quad-Care Intel Xean Processor E5620 (2.40 GHz, 80 W) Quad-Care Intel Xeon Processor 15630 (2.13 GHz, 40 W) Quad-Care Inlel Xeon Processor E5540 (2.53 GHz, 80 W) Quad-Core Intel Xeon Processor E5520 (2.26 GHz, 80 W) Quad-Care Intel Xeon Processor E5606 (2.13 GHz, 80 W) Quad-Core Intel Xeon Processor E5603 (1.6 GHz, 80 W) Quad-Core Intel Xean Processor E5506 (2.13 GHz, 80 W) Quad-Core Intel Xeon Processor E5504 (2.00 GHz, 80 W) Quad-Core Intel Xeon Processor L5630 (2.13 GHz. 40 W) Quad-Core Intel Xeon Processor L5520 (2.26 GHz, 60 W) Dual-Core Intel Xeon Processor E5503 (2.0 GHz, DC)

Processor core

Processor cache 12 MB, 8 MB, or 4 MB Level 3 cache

Max processor speed

Memory type

Slorage type

Declovment

Multiprocessor

Maximum front-side bus speed

PC3L 10600R-9 DDR3 PC3-10600E DDR3-1067

PC3-8500 DDR3-1066

Standard memory 4 GB; 8 GB; or 16 GB depending on model

Max memory 192 GB using 16 GB DIMMs

12 DIMM Memory slots

Advanced memory protection Advanced ECC

> Hol-plug 3.5 in. SAS Hot-plug 3.5 in: SATA Hol-plug 2.5 in. SAS Hot plug 2.5 in SATA Hol-plug SATA Midline SSD

25

Note: Up to 14 hot-plug LFF SAS 7.2K rpm 2 TB and 15K 1 TB and 300/147/72 GB

Up to 14 hot-plug LFF SATA 7.2K rpm 1 TB and 750/500/250/160 GB

Up to 25 hot-plug SFF SAS 15K rpm 146/72 GB, 10K rpm 600/300/146, 7.2K rpm 500 GB

Up to 25 hot-plug SFF SATA 7.2K rpm 500/160 GB

Removable media bays

Max number of hard drives

4 total; 3 or 4 available depending on model

Expansion slot

Storage controller HP Smart Array P212, HP Smart Array P410, or HP Smart Array B1101 SATA RAID Controller on standard models; aptional Smart Array controllers

Rock Form lactor Rock height

Embedded HP NC362i Integrated Dual Part Gigabit Server Adapter Networking

Infrastructure management HP Proliant Onboard Administrator powered by IO100i

1. built in power supply

(optional redundant power supply)

Redundani lans Optional ---

. 3-year parts Warronty

Ideal environment

The HP Proliant DL180 G6 Server provides ultimate flexibility and capacity for small and midsize businesses as well as scale-out computing.

Small and midsize businesses

- Performance in a cost-effective solution can meet small and midsize business budget needs.
- Quad-core Intel Xeon processors and DDR3 memory options allow for fast throughput on most applications.

Network service providers

- Large-capacity and low-cost drive options make the ProLiant DL180 G6 Server ideal for gaming, mail, and messaging; Web search; 1 GB mailboxes; video storage and streaming; file/print; and photo applications.
- Rack-optimized, 2U form factor enables fast deployment and efficient maintenance of large-scale cluster solutions.

HP Financial Services

HP Financial Services provides innovative financing and financial asset management programs to help you cost-effectively acquire, manage, and ultimately retire your HP solutions. For more information on these services, contact your local HP representative, or visit: www.hp.com/go/hpfinancialservices

HP Factory Express

HP Factory Express is designed to help you get a better return from your IT investment by providing customization, integration, and deployment services along with your storage and server purchases.

It provides predictable, trusted, and tested IT solutions tailored to your business needs. We allow you to customize hardware to your exact specifications in the factory—helping to speed up deployment and free up internal resources. To know more about HP Factory Express, Visit: www.hp.com/go/factoryexpress

Customer technical training

Consider education as an integral part of your strategy to get the best return on investment for your HP storage solution. HP offers a variety of training courses on storage software, networking, archiving, and disk storage systems. Our classes are available in many delivery modalities from traditional instructor-led courses at one of our 80 training centers worldwide to online and/or onsite training cust omized to your needs. To know more, visit: www.hp.co.rn/learn/storage

HP Technology Services—consultants and support experts to solve your most complex intrastructure problems. We help keep your business running, no mailer whal.

Boost, availability and avoid downtime; trust our expertise to enhance your HP solution.

Recommended services

3-year, 13x5, some-business-day, 4-hour Onsile response coverage

HP:Hardware Support Onsile Service provides high-quality remale: ossistance and a predictable onsite support service level for your. covered hardware, helping you to improve server and application upline: Service is available during the coverage window.

Deployment services

HP hardware only installation service provides for the installation of HP branded servers. It is part at a suite of HP deployment services: that is designed to give you the peace of mind of knowing your products have been installed by an HP specialist.

Related services

3-year, 24x7, same business-day, 4-hour onsite response coverage HP 24x7 Hardware Support Onsile Service delivers round the clock. lost reliable: 4 hour response onsile support. Get product expertise from the manufacturer for last and accurate problem resolution, with inlegrated high-quality remale manitaring.

Proactive Select

ls a flexible way to purchase HP first-rate consultancy and services. You can buy Prooctive Select service cred its when you purchase your hardware, and then use the credits over the next 12 months, or 3 to

3-year, 9x5; next-business-day; onsite coverage; excluding holidays Provides a low-cost hardware support option to uplif hardware wantanty coverage. Service level delivers next-business day support with a coverage window of 9 hours per day, between 8:00 a.m. and 5:00 p.m. local lime, Monday through Friday.

Trust the services professionals at HP. For more information, contact your HP sales representative or HP authorized channel partner, or visit: http://www.hp.com/hps

To understand how the HP ProLiant DL180 G6 Server can be easily deployed to virtualize your environment and achieve greater power efficiency, visit: www.hp.com/servers/proliantal180

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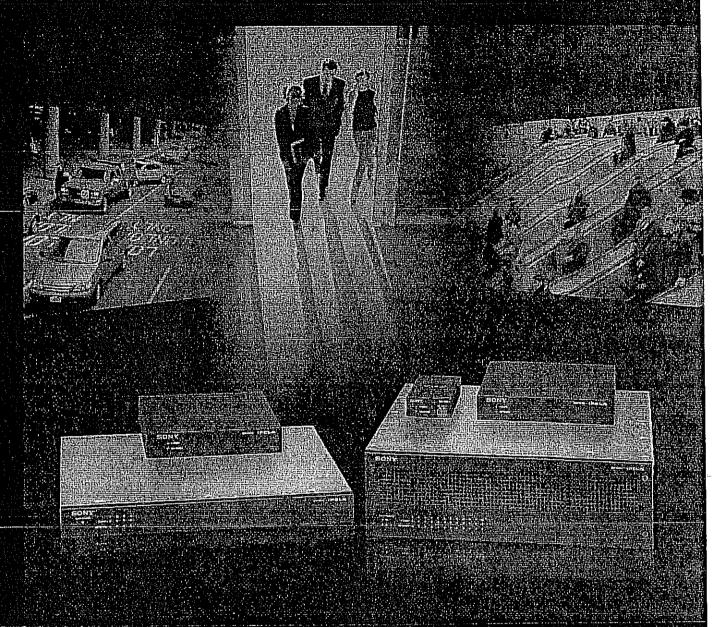


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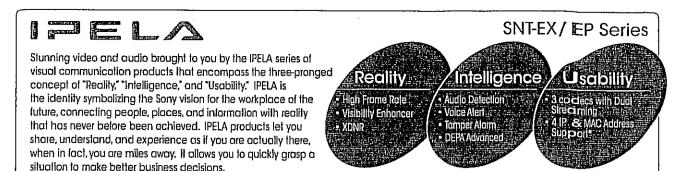




Surveillance Video Encoder SNT-EX/EP Series SNT-EX101/EX101E, SNT-EX104/EP104, SNT-EX154/EP154

(simulated images)

sony.com/security



Real audiovisual communication over networks – this is business communication of the future, this is business communication brought to you tockey, this is *IPELA.*

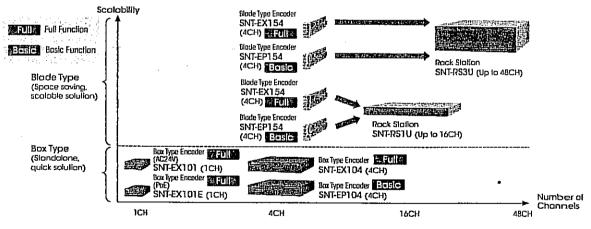
* Available on SNFEX 104/EP104/EX154/EP154

With the SNT-EX/EP Series, Your Analog Cameras Will Be Reborn

Sony's SNT-EX/EP Series includes a full lineup of video encoders designed to meet various system requirements. There's a choice of 1-channel and 4-channel standalone models, as well as 1U and 3U Rack Stations that accept 4-channel blades – all of which can dual-stream H.264/JPEG, H.264/MPEG-4, or MPEG-4/JPEG video at full 30/25 fps (NTSC/PAL) in up to D1 resolution.

These video encoders not only convert analog video signals to a digital video stream for IP-based networks, but also improve the picture quality of the original signals with state-of-the-art image-enhancing technology. What's more, the SNT-EX Series also incorporates advanced security features such as DEPA Advanced™ intelligent video and audio analytics.

The SNT-EX/EP Series is the ideal choice when migrating from an existing analog camera system to an IP-based monitoring system with intelligence technology, even in the most demanding application environments, such as education, transportation, factories, healthcare facilities, public venues, and airports.



Key Features	Füll Fünd		Basic Function
SI CONTRACTOR	1CH Box NTEX101 SNTEX101E	4CH Box 4CH Blade SNT-EX104	4CH Box 4CH Bldde
XDNR Visibility Enhancer			
DFI Super-Impose			
Privacy Masking DEPA Advanced			
Voice Alert Local Storage PTZ Control			
RS422: 155 156 156 156 156 156 156 156 156 156	50的 (1) 2 2 14 14 14 14 14 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16	在大學的自然的特別的	nga paggapaga paggapaga paggapaga
Cooxitron AC24V power			ayaan ka ka ah
PoE	Secretary Telephone and the Control of the Control	en grande de la companya de la compa	

THE REPORT OF STREET

FEATURES

High-quality Images Based on Advanced Technology

The SNT-EX/EP Series delivers clearer and brighter, high-quality images thanks to state-of-the-ort image-enhancing technology.

Visibility Enhancer

The SNT-EX/EP Series includes Visibility Enhancer technology. This tone-correction technology optimizes the visibility of a scene by increasing brightness in darker areas of the scene and compressing the brighter areas. The result is sharper, clearer images and a higher level of visibility – all of which are critical for security surveillance.

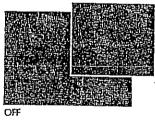


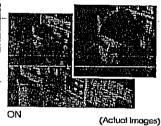


XDNR (eXcellent Dynamic Noise Reduction)

Incorporating newly developed XDNR technology, these video encoders can provide clear images while at the same time minimizing motion blur under low illumination. What's more, when both XDNR and Visibility Enhancer are turned on, the video encoders can achieve four times the sensitivity compared to when they are off.

This technology is ideal for any outdoor surveillance monitoring, such as a car parked at night.





Dynamic Frame Integration (DFI)

Incorporating Dynamic Frame Inlegration (DFI) technology, the SNT-EX/EP Series can reproduce clear images that contain both still and moving objects. DFI technology detects movement within the image and reproduces those areas with minimal blurring, while – at the same time – areas with little or no movement are displayed naturally with minimal jagged edges. DFI also ensures clear images in low light conditions.





操作是否的原则Without DFIsh 。在Street Editor 使用于StWillis DFIsh

(Actual images)

System Flexibility

Three Codecs – H.264, MPEG-4, and JPEG Support Each model supports the H.264, MPEG-4, and JPEG compression formats at full 30/25 fps in D1 resolution. The industry-standard JPEG compression format is the best choice for high-quality still images. MPEG-4 provides clear moving images efficiently over networks when bandwidth and storage are limited. While H.264 provides twice the efficiency of MPEG-4, for when bandwidth and storage is even more limited.

Dual-encoding Capability

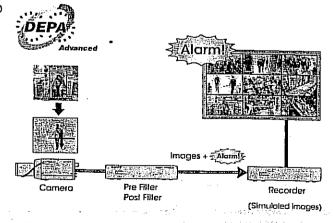
With its dual-encoding capability, the SNT-EX/EP Series can generate any two formats from H.264, MPEG-4, and JPEG simultaneously. This flexibility allows you to maximize your network and storage resources.

1ª Sfream? Codec	2 nd Stream Codec	Examples
H.264	H.264	1. stream of high frame rate, for live monitoring that requires clear moving.
MPEG-4	MPEG4	2 rd of low frome rate stream for recording that needs to meet storage copability.
MPEG-4	H.264	For the system that has limited decoding capability
UPEG JPEG	H.264 MPEG-4	For the system that requires JPEG Images

Intelligence

DEPA Advanced – Intelligent Video and Audio Analytics*¹ (SNT-EX Series)

Incorporating DEPA Advanced technology, the SNT-EX Series offers intelligent video and audio analytics. With this feature, the video encoders can trigger an alarm based on user-defined rules. This allows users to further refine the criteria for triggering an alarm, making the overall system more efficient.

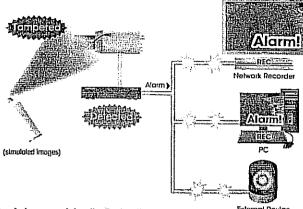


Intelligent Motion Detection

With this feature, the SNT-EX Series can trigger an alarm based on up to three user-defined rules, such as intrusion across a virtual border utilizing edge VMF or a beam intrusion detector*7

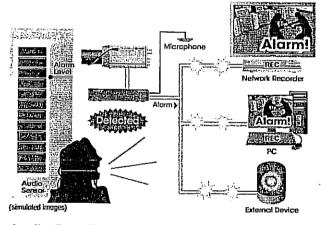
Tamper Alarm

When an attempt is made to tamper with the camera, such as spray-painting the lens, the SNT-EX Series detects this and triggers an alarm. This event can be used to activate the camera relays, or even to start the Voice Alert function.



Advanced Audio Detection*7

Unlike conventional audio detection where an alarm is triggered based on a simple preset audio level, the SNT-EX Series takes into account the ambient sound levels as well as its associated frequencies to establish a threshold where any audio level above this is treated as an alarm.



Audio Functions*1 (SNT-EX Series)

Voice Alert

The SNT-EX Series can store up to three pre-recorded audio files. Upon initiation, either manually or via an alarm, these video encoders can play out one of the three pre-recorded audio files via a locally connected active speaker.

Ambient Sound Filter

The SNT-EX Series is capable of learning ambient sound and suppressing extraneous noise.

Dynamic Range Compressor *7

To prevent audio clipping from occurring due to high audio levels, these video encoders employ the dynamic range compressor, which dynamically controls the gain to maintain incoming audio at a proper level.

Take Museum Echo Cancellation

The SNT-EX Series has an echo-cancellation capability. This feature cancels the echo that would otherwise occur between the operator site and the video encoder site, when speakers and microphones are used in the system.

Easy Installation

Supports Four IP and Four MAC Addresses **2
The four-channel models, including the blade encoders, support four IP and four MAC addresses. This encodes you to monitor your video cameras via the SNT-EX/EP Series using each camera's unique IP address. Furthermore, defining an IP address for each camera is very simple, so systems setup can be achieved quickly.

Remember Function*3

MAC address information is stored on the 1U ancil 3U rack stations. After installing the blade and assigning the IP address, the IP address is then stored in the rack station. In the event of a failure on a blade encoder, you can simply replace the card with a new one and be up ancil running very quickly.

ONVIF Software

(Open Network Video Interface Forum)

ODVIE

In line with Sony's commitment to open standarcis, the SNT-EX/EP Series conforms to ONVIFTM software specifications. ONVIF defines a common protocol for the exchange of information between different network video devices regardless of manufacturer, and realizes greater interoperability in multi-vendor network video systems.

Support for IPv6

The SNT-EX/EP Series supports Internet Protocol Vension 6 (IPv6).

Versatile Interfaces

Third-party PTZ Control via Serial Interface RS-422*4/485*5 The SNT-EX Series has an RS-422/485 serial interface. It also has bulli-in protocols to support the control of third-party analog Pan/Tilt/Zoom (PTZ) cameras, plus support of some setting adjustments. For further ease of installation, the camera ID of the PTZ camera can be set on the SNT-EX Series, so there is no need to manually change or set the camera address.

Coaxitron Protocol Support*1

The SNT-EX Series supports the Coaxitron® Protocol, which allows both video and command signals to be transmitted with just a single BNC cable. This means the SNT-EX Series can support a wider variety of monitoring environments.

Local Storage**

Stream Support*7

Video can be stored on optional USB memory and then streamed by using RTP/RTCP/RTSP protocol.

USB Port for External Data Storage

Data storage capacity is available with USB flash memory, onto which all the compressed video formats – MPEG-4, JPEG, and H.264 – can be recorded. Periodic recording is possible and pre-/post-alarm images can also be recorded.

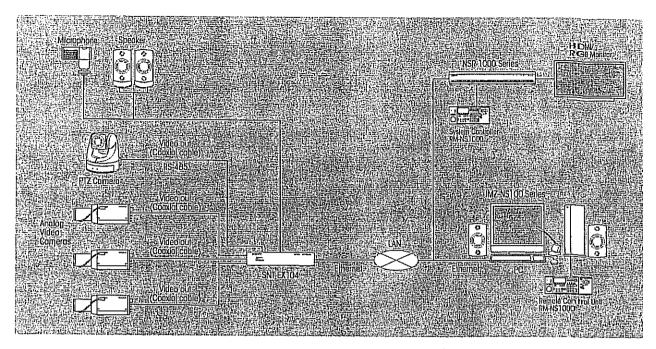
¹ Available on SNT-EX Series 2 Available on SNT-EX 104/EP104/EX154/EP154

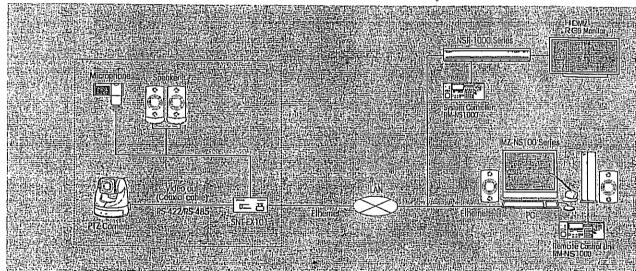
^{*3} Available on SNT-EX154/EP154 *4 Available on SNT-EX101/EX101E

⁵ Available on Shit-Extol/Extol Eext 54 * Available on Shit-Extol/Extol/Extol

⁷ These functions are available with software version 1.1 or later.

SYSTEM CONFIGURATIONS





RACK STATION

OPTIONAL ACCESSORY





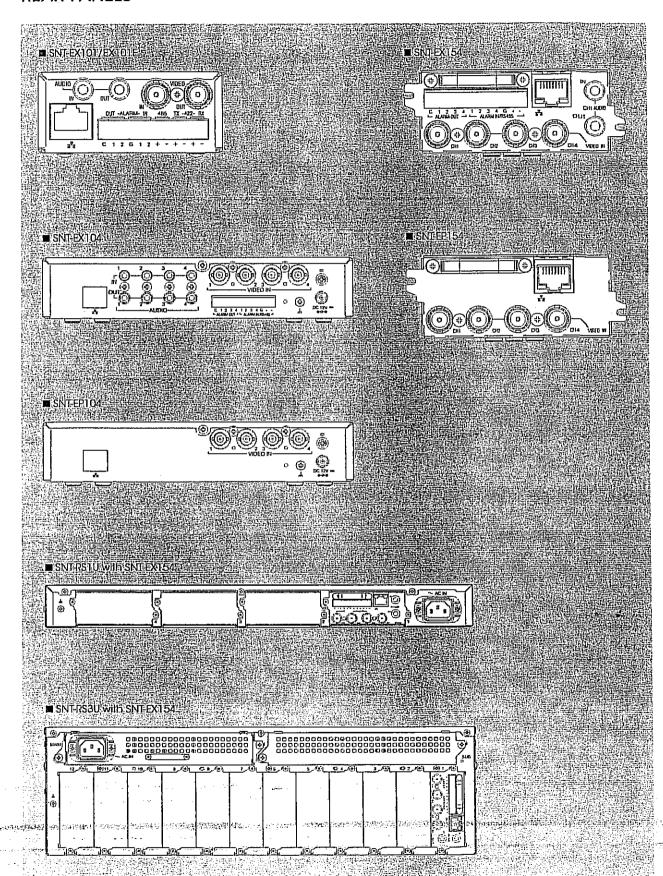
SNT-RS3U
Accepts up to 12 blade encoders (up to 48 ch)
Universal power capability
ACJ00V_AC240V 50/60 Hz



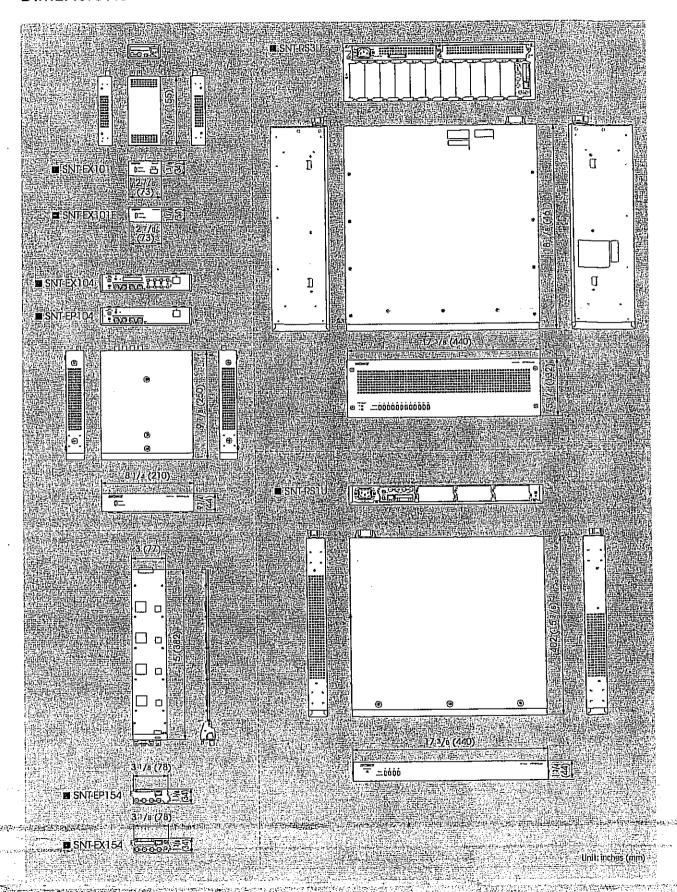
SNTA-RP1 Redundant Power Supply Unit (for SNT-RS3U only)

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REAR PANELS



DIMENSIONS



SPECIFICATIONS

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These products include software developed by the OpenSSL Project for use in the OpenSSL Toolkit, (http://www.openssl.org/)

Sony Electronics Inc. 1 Sony Drive Park Ridge, NJ 07656 Sony.com/security

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Remark fusion in whole of the part without willies permissions is prohibiled.

Features and specifications are as of software vision 1.1 or later, and other continues and specifications are stated for range without notice.

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12845 SOUTH CICERO AVE. • ALSIP, ILLINOIS 60803-3083 PHONE: (708) 597-4600 • FAX: (708) 389-1150

"ONE CALL DOES IT ALL"

October 2, 2012

Mr. Scott Coren City of Darien 1702 Plainfield Road Darien, Illinois 60561 Scoren@darienil-gov

PROPOSAL #

RE: Additional Cameras

Dear Scott:

Thank you for this opportunity to provide you with this proposal for the installation of the Additional Cameas at the City Of Darien Police Department 1710 Plainfield Road Darien, Illinois 60561 location.

Reliable Fire Equipment will install five (5) additional cameras at the following locations. All of the wire will be installed as open wire.

The cameras will be located at the following locations.

- Command Center
- **EOC**
- Armory
- Exercise Room
- Sally Port

Pricing

TOTAL FURNISHED & INSTALLED COST FOR THE ABOVE \$3,258.00

(THE PORTION OF THIS PROPOSAL FOR THE SALLY PORT CAMERA IS \$1,195.00)

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Proposal#		Page 1 5		Date

Work Included:

Installation by Reliable Fire Equipment non-union field technicians is included

Wiremold in the Sallyport is included

Work Not Included:

- 1. Dedicated 110VAC 20 amp AC power circuit by others. We will use the existing power sources
- 2. Conduit and wiremold are not included in this installation except for the Sallyport. Otherwise all field work will be installed using open PVC wire.
- 3. Premium time labor is not included. All field work is to be provided between the hours of 7AM – 3:30PM Monday through Friday.
- 4. All existing cameras, field wiring and camera power supplies that are assumed to be in good working condition.
- 5. The DVR's and monitors are not included. They have been quoted on a separate proposal.

Notes:

We anticipate beginning field work two weeks from award and the installation work taking approximately two days.

ACCEPTANCE: This proposal is based on current costs and current Certificate of Insurance Additional Insured Endorsements CG20100704 and CG20370704, or its equivalent. Reliable Fire Equipment Company reserves the right to revise this proposal if not accepted by the purchaser within 30 (thirty) days. Reliable Fire Equipment Company's Standard Terms and Conditions are attached and are a formal part of this proposal.

Reliable Fire Equipment Company is an Equal Opportunity Employer.

TECHNICIAN QUALIFICATIONS: Our technicians maintain the training and standards for the State of Illinois Fire Equipment Distributor Employee License, National Institute of Certification • in Engineering Technologies (NICET), and OSHA 10-Hour General Industry Safety & Health Certification.

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Thank you for the opportunity to submit our quotation, and we look forward to receiving your order to proceed on this project. If Reliable Fire Equipment Company may be of any further assistance to you concerning this, please do not hesitate to contact us. My office number is (708) 653-9230, cell phone (708) 774-8659, or e-mail krupp@reliablefire.com.

Sincerely,

RELIABLE FIRE EQUIPMENT COMPANY

Ken Rupp Account Manager

DB:bg Enclosure

RELIABLE FIRE EQUIPMENT COMPANY INSTALLATION OF EQUIPMENT TERMS AND CONDITIONS Revision 4-8-11

- AGREEMENT. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this
 Agreement by a duly authorized representative of Reliable Fire Equipment Company, ("Company"), at Reliable Fire Equipment
 Company's home office in Alsip, Illinois. This Agreement is comprised of these Terms and Conditions, and the Reliable Fire Equipment
 Company's proposal set forth on the reverse ("Proposal") and other documents referred to in the Proposal, all of which are
 incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.
- 2. SALE OF SYSTEM AND RELATED EQUIPMENT. Reliable Fire Equipment Company shall sell to Customer and the Customer shall purchase from the Reliable Fire Equipment Company the system and related equipment ("System") identified in the Proposal.
- 3. INSTALLATION. Reliable Fire Equipment Company shall install or cause to be installed the System at Customer's loc ation identified in the Proposal. Reliable Fire Equipment Company shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Reliable Fire Equipment Company shall not be held responsible for any clelays caused by unforeseen difficulties or unexpected conditions. If during the installation Reliable Fire Equipment Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), Reliable Fire Equipment Company shall be permitted to stop work immediately. Reliable Fire Equipment Company shall contact the Customer so the Customer can instruct the Reliable Fire Equipment Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Reliable Fire Equipment Company shall be paid for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and Reliable Fire Equipment Company.
- 4. PRICE AND PAYMENT. Customer agrees to pay Reliable Fire Equipment Company the price for the System set forth on the Proposal. The price includes the related equipment and installation. The price is based upon the location and environment specifications which Customer provided to Reliable Fire Equipment Company and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts more than thirty (30) days past the date of invoice shall incur interest at the rate of lifteen (15%) percent per annum or the maximum rate permitted by applicable law, whichever is less. If Reliable Fire Equipment Company retains a collection agency, legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Reliable Fire Equipment Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent on any occurrence, malter or event, including, without limitation. Customer's receipt of payment from any third party such as an owner or insurance company.
- 5. APPROVAL AND PERMITS. Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
- 6. ACCESS TO SITE. Customer agrees that Reliable Fire Equipment Company shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer represents and warrants that the site will be free of any gas including, without limitation, flammable, explosive or poisonous gases. Customer shall provide all necessary security, elevator, heat, lighting and electrical service for Reliable Fire Equipment Company to complete the installation. Customer shall deliver to Reliable Fire Equipment Company all records, sketches, drawings, photographs, prototypes, data or models and any and all other documentation and information in possession of Customer relating, directly or indirectly, to Reliable Fire Equipment Company's performance of the installation of the System at the site. Reliable Fire Equipment Company shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to Reliable Fire Equipment Company and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the Reliable Fire Equipment Company in connection with Reliable Fire Equipment Company's performance of the installation and take any and all action reasonable requested by Reliable Fire Equipment Company.
- 7. TAXES. The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, properly, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Reliable Fire Equipment Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
- 8. GRANT OF SECURITY INTEREST. Customer, on behalf of the owner and Customer, grants to Reliable Fire Equipment Company a security interest in the System to secure payment of the purchase price and grants to Reliable Fire Equipment Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Reliable Fire Equipment Company shall have all of the rights of a horse secured creditor under the Uniform Commercial Code in Illinois including the right-to-enter Customer's premises and do disable or security interests.

remove the System and related equipment, or both.

- 9. TERMINATION. Reliable Fire Equipment Company shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums due under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable.
- 10. LOCATION ENVIRONMENT. Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Reliable Fire Equipment Company with surveys describing the physical characteristics, legal limitations and utility locations for the alto.
- 11. FORCE MAJEURE. Reliable Fire Equipment Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casually or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond Reliable Fire Equipment Company's reasonable control.
- 12. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Reliable Fire Equipment Company for Company's alleged breach of this Agreement or violation of any federal or state I aw now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by Reliable Fire Equipment Company, unless: (i) Customer notifies Reliable Fire Equipment Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided company does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.

13. LIMITATION OF LIABILITY.

- a. Reliable Fire Equipment Company's obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.
- b. Reliable Fire Equipment Company shall have no liability for loss of anticipated profits, incidental, consequential or special damages and shall not be liable, for any reason, whether under this Agreement or otherwise, for any loss, cost, expense or clamage suffered by customer or any other person, including, without limitation, cost, expense, loss or damage:
 - i. Resulting directly or indirectly, from the use or loss of use of the System;
 - ii. Such as personal injury and property damage;
 - iii. Such as any claim or demand against Customer by any third party.
- c. If Reliable Fire Equipment Company has any liability under this Agreement, it shall be to repair or replace a defective item, at Reliable Fire Equipment Company's discretion and in the event Reliable Fire Equipment Company is unable or unwilling to repair or replace, Customer agrees that Reliable Fire Equipment Company's liability shall not exceed, under any circumstances, the amounts paid to Reliable Fire Equipment Company by customer under this Agreement.
- 14. NO WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND RELIABLE FIRE EQUIPMENT COMPANY EXPRESSLY WAIVES ALL SUCH IMPLIED WARRANTIES.
- 15. INDEMNIFICATION. Customer indemnifies Reliable Fire Equipment Company, holds Reliable Fire Equipment Company harmless, and agrees to defend Reliable Fire Equipment Company from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including, without limitation, strict liability and joint and several liability) costs and expenses (including, without limitation, fines, penalties and the reasonable costs of arbitration, costs of appeal, and the reasonable attorneys' fees) (collectively referred to as "Damages" arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of Reliable Fire Equipment Company in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the gross negligence or willful misconduct of Reliable Fire Equipment Company, which is deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages suffered by the Reliable Fire Equipment Company's insurance coverage does not cover the Damages. As used in this paragraph, the term "Company" shall include Reliable Fire Equipment Company's employees, agents, representatives, shareholders, officers, directors and subcontractors; at any level, and the subcontractors' representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.
- 16. INSURANCE. Customer represents and warrants to Reliable Fire Equipment Company that it has adequate fiability insurance coverage to cover the work to be performed under the Agreement and shall provide Reliable Fire Equipment Company with evidence of such insurance upon request of Reliable Fire Equipment Company.

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Proposal #	Page 5 _ 5 6 _	י בו

said policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra Cost.

18. MISCELLANEOUS.

- a. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on Reliable Fire Equipment Company if expressly accepted in writing by Reliable Fire Equipment Company. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
- b. This Agreement is made and entered into in the State of Illinois and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Illinois as if entirely performed in Illinois and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or after Reliable Fire Equipment Company's rights and Customer's obligations under the Illinois contractor and Subcontractor Payment act.
- c. Customer consents to the exclusive jurisdiction and venue of the Cook County Court of Illinois with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 18.
- d. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of Reliable Fire Equipment Company or Customer shown below. Notice will be deemed to have been given upon the mailing of the notice.
- e. This Agreement is not cancelable by Customer for any reason whatsoever.
- 19. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Reliable Fire Equipment Company upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Reliable Fire Equipment Company's favor existing at law or in equity. Reliable Fire Equipment Company may exercise all remedies, whether or not expressed successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
- 20. NO ASSIGNMENT. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of Reliable Fire Equipment Company, which consent may be withheld by Reliable Fire Equipment Company, in its sole discretion, for any reason or no reason.
- 21. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
- 22. COMMERCIAL TRANSACATION. Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, household or family purposes.
- 23. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.
- 24. HEADINGS. Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.
- 25. TOOLS. Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Reliable Fire Equipment Company for the manufacture or installation of articles under this Agreement shall remain the property of Reliable Fire Equipment Company.
- 26. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which Reliable Fire Equipment Company shall have disclosed or may hereafter be Reliable Fire Equipment Company's confidential and proprietary information and Customer shall take any and all sleps as are reasonable to protect the confidentiality of such information. Reliable Fire Equipment Company does not grant to Customer any reproduction rights or any rights to use such information.
- 27. ELECTRIC POWER CONNECTION. When electric is required for System operation, Customer will provide a separately fused (120 Vac, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.
- 28. SERVICES NOT INCLUDED.

Prop

- a. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overlime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 5 p.m., Monday through Friday, except Company holidays.
- b. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work; painting, carpentry work and the like.
- c. Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, tans or cooking equipment.
- d. Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc,
- ential and the proposal services do not include pressure release trip devices. Unless specifically indicated in the Proposal services do not include the proposal services and include the proposal services are costs for any discharge or concentration tests required by approval authorities.
 - e. No provision to exhaust any discharged agent is included in this Proposal.

osal#	Page 6 _ 57 _	Date

- f. Should an employee of Reliable Fire Equipment Company be required to attend a "right to know" session at Custo rner's location, a surcharge will be added to the final invoice.
- 29. MECHANICS' LIEN NOTICE. Where Reliable Fire Equipment Company is a subcontractor, the Customer acknowled ges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as Reliable Fire Equipment Company's preliminary notice of Reliable Fire Equipment Company's intention to file a Mechanic's Lien if and when Reliable Fire Equipment Company is not paid. The subcontractor is the Reliable Fire Equipment Company, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.
- 30. AGREEMENT MODIFICATION. No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon Reliable Fire Equipment Company or Customer unless made in writing and signed by Reliable Fire Equipment Company and Customer.
- 31. ELECTRONIC DOCUMENTS: Reliable Fire Equipment Company hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. Reliable Fire Equipment Company may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

Acknowledgement:

Customer, by his signature below, acknowledges that he has read these statements, understands them and agrees to be bound by them. The Customer further understands that Reliable Fire Equipment (herein referred to as "the Company") is not an insurer of lives and/or property and is relying upon the limitation(s) set forth in this document to determine the cost of services provided to you.

		·	
Social Sec No. or Employe	r Identification No. of Customer:		
Print Customer Name			
Address of Customer			
Print Name of Signer			<u></u>
Sign & Date Here	Ву:		
Reliable	Fire Equipment Company	Date	

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Meeting Notes - meeting held

Day Tuesday
Date 9/25/2012
Time 2:30PM

Re Additional Cameras

Those present

Scott Core Darien Police Department John Coop Darien Police Department Ken Rupp Reliable Fire Equipment Pat McDon Andromeda Security Contact information

Ken Rupp

Reliable Fire & Security 12845 S. Cicero Avenue Alsip, Illinois 60803-3083

708-774-8659 c 708-597-0174 f

krupp@reliablefire.com

Memo:

Darien PD wants a price on the following work:

New cameras at the following locations

Command Center. We can install the wire over the drywall

Emergency Operations Center (EOC)

Exercise Room

Armory

Relocate Camera at the following location

Sally Port

Notes:

These cameras will communicate with the new DVR's
The DVR's have been quoted under a separate proposal
The new DVR has not been purchased
The work to relocate the Sally Port Camera will be priced separately.
There are 23 or 24 existing analogue cameras
Use existing conduit run to bring new wires back to Server Room

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12845 SOUTH CICERO AVE. • ALSIP, ILLINOIS 60803-3083 PHONE: (708) 597-4600 • FAX: (708) 389-1150

"ONE CALL DOES IT ALL"

August 30, 2012

Mr. Scott Coren City of Darien 1702 Plainfield Road Darien, Illinois 60561 Scoren@darienil-gov

PROPOSAL # _____

RE: DVR Retrofit

Dear Scott:

Thank you for this opportunity to provide you with this proposal for the installation of two DVR's at the City Of Darien Police Department 1710 Plainfield Road Darien, Illinois 60561 location.

This proposal is intended to provide a direct replacement of the existing VicoNet NVR's that are installed in the Police Station. We understand that there are 23 existing cameras in the Police Station.

The new DVR's will have the capacity for recording up 24 cameras.

EQUIPMENT LIST

QTY DESCRIPTION

- 1 Clinton 2 TB 16 channel DVR
- 1 Clinton 2TB 8 channel DVR.

Pricing

TOTAL FURNISHED & INSTALLED COST FOR THE ABOVE \$3,565.00

ADD \$1,564 TO RELOCATE THE NEW DVR'S INTO SERVER ROOM

Proposai	#	

rangan dan perdagan menggangkan kenggan perdagan pendagan kenggan pendagan pendagan pendagan pendagan pendagan

Work Included:

Installation by Reliable Fire Equipment field technicians is included

One year parts and labor warranty is included

Work Not Included:

- 1. Dedicated 110VAC 20 amp AC power circuit by others.
- 2. New 19" racks are not included. We will use the existing racks.
- 3. Premium time labor is not included. All field work is to be provided between the hours of 7AM 3:30PM Monday through Friday.
- 4. This proposal is to support fixed cameras only. We are not anticipating that we will need to control any PTZ cameras
- 5. All existing cameras, field wiring and camera power supplies that are assumed to be in good working condition.
- 6. Remote viewing software loaded by others. This is a proposal for the installation of the DVR's only
- 7. The network connection at the DVR's is to be provided by others. We will use the existing connection.

Notes:

We anticipate beginning field work two weeks from award and the installation work taking approximately one day.

ACCEPTANCE: This proposal is based on current costs and current Certificate of Insurance Additional Insured Endorsements CG20100704 and CG20370704, or its equivalent. Reliable Fire Equipment Company reserves the right to revise this proposal if not accepted by the purchaser within 30 (thirty) days. Reliable Fire Equipment Company's Standard Terms and Conditions are attached and are a formal part of this proposal.

Reliable Fire Equipment Company is an Equal Opportunity Employer.

TECHNICIAN QUALIFICATIONS: Our technicians maintain the training and standards for the State of Illinois Fire Equipment Distributor Employee License, National Institute of Certification in Engineering Technologies (NICET), and OSHA 10-Hour General Industry Safety & Health Certification.

Thank you for the opportunity to submit our quotation, and we look forward to receiving your order to proceed on this project. If Reliable Fire Equipment Company may be of any further assistance to you concerning this, please do not hesitate to contact us. My office number is (708) 653-9230, cell phone (708) 774-8659, or e-mail krupp@reliablefire.com.

Sincerely,		****	
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RELIABLE FIRE EQUIPMENT COMPANY

Proposal #	Page 2	Date
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Ken Rupp Account Manager

DB:bg Enclosure

Proposal # _____

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General and the final control of the control of the

RELIABLE FIRE EQUIPMENT COMPANY INSTALLATION OF EQUIPMENT TERMS AND CONDITIONS Revision 4-8-11

- AGREEMENT. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this
 Agreement by a duly authorized representative of Reliable Fire Equipment Company, ("Company"), at Reliable Fire Equipment
 Company's home office in Alsip, Illinois. This Agreement is comprised of these Terms and Conditions, and the Reliable Fire Equipment
 Company's proposal sel forth on the reverse ("Proposal") and other documents referred to in the Proposal, all of which are
 incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.
- 2. SALE OF SYSTEM AND RELATED EQUIPMENT. Reliable Fire Equipment Company shall sell to Customer and the Customer shall purchase from the Reliable Fire Equipment Company the system and related equipment ("System") identified in the Proposal.
- 3. INSTALLATION. Reliable Fire Equipment Company shall install or cause to be installed the System at Customer's location identified in the Proposal. Reliable Fire Equipment Company shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Reliable Fire Equipment Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation Reliable Fire Equipment Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), Reliable Fire Equipment Company shall be permitted to stop work immediately. Reliable Fire Equipment Company shall contact the Customer so the Customer can instruct the Reliable Fire Equipment Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Reliable Fire Equipment Company shall be paid for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and Reliable Fire Equipment Company.
- 4. PRICE AND PAYMENT. Customer agrees to pay Reliable Fire Equipment Company the price for the System set forth on the Proposal. The price includes the related equipment and installation. The price is based upon the location and environment specifications which Customer provided to Reliable Fire Equipment Company and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts more than thirty (30) days past the date of invoice shall incur interest at the rate of lifteen (15%) percent per annum or the maximum rate permitted by applicable law, whichever is less. If Reliable Fire Equipment Company relains a collection agency, legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Reliable Fire Equipment Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent on any occurrence, matter or event, including, without limitation. Customer's receipt of payment from any third party such as an owner or insurance company.
- 5. APPROVAL AND PERMITS. Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
- 6. ACCESS TO SITE. Customer agrees that Reliable Fire Equipment Company shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer represents and warrants that the site will be free of any gas including, without limitation, flammable, explosive or poisonous gases. Customer shall provide all necessary security, elevator, heat, lighting and electrical service for Reliable Fire Equipment Company to complete the installation. Customer shall deliver to Reliable Fire Equipment Company all records, sketches, drawings, photographs, prototypes, data or models and any and all other documentation and information in possession of Customer relating, directly or indirectly, to Reliable Fire Equipment Company's performance of the installation of the System at the site. Reliable Fire Equipment Company shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to Reliable Fire Equipment Company and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the Reliable Fire Equipment Company in connection with Reliable Fire Equipment Company's performance of the installation and lake any and all action reasonable requested by Reliable Fire Equipment Company.
- 7. TAXES. The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Reliable Fire Equipment Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
- 8. GRANT OF SECURITY INTEREST. Customer, on behalf of the owner and Customer, grants to Reliable Fire Equipment Company a security interest in the System to secure payment of the purchase price and grants to Reliable Fire Equipment Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Reliable Fire Equipment Company shall have all of the rights of a secured creditor-under the Uniform Commercial Code in Illinois including the right to enter Customer's premises and to disable or remove the System and related equipment, or both.

Proposal # Page 4 - 63 - Date

9. TERMINATION. Reliable Fire Equipment Company shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums. Que under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is u mable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated. For any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable.

10. LOCATION ENVIRONMENT. Customer will prepare and maintain the location in conformance with Company's site s pecifications as defined in the appropriate site preparation document. Customer shall furnish Reliable Fire Equipment Company with surveys

describing the physical characteristics, legal limitations and utility locations for the allo.

11. FORCE MAJEURE. Reliable Fire Equipment Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond Reliable Fire Equipment

Company's reasonable control.

- 12. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Reliable Fire Equipment Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by Reliable Fire Equipment Company, unless: (i) Customer notifies Reliable Fire Equipment Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided company does not remedy or correct the breach or violation within sixly (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
- 13. LIMITATION OF LIABILITY.

a. Reliable Fire Equipment Company's obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.

 Reliable Fire Equipment Company shall have no liability for loss of anticipated profits, incidental, consequential or special damages and shall not be liable, for any reason, whether under this Agreement or otherwise, for any loss, cost, expense or chamage suffered by customer or any other person, including, without limitation, cost, expense, loss or damage:

. Resulting directly or indirectly, from the use or loss of use of the System;

ii. Such as personal injury and property damage;

ii. Such as any claim or demand against Customer by any third party.

c. If Reliable Fire Equipment Company has any liability under this Agreement, it shall be to repair or replace a defective item, at Reliable Fire Equipment Company's discretion and in the event Reliable Fire Equipment Company is unable or unwilling to repair or replace, Customer agrees that Reliable Fire Equipment Company's liability shall not exceed, under any circumstances, the amounts paid to Reliable Fire Equipment Company by customer under this Agreement.

14. NO WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND RELIABLE FIRE EQUIPMENT COMPANY EXPRESSLY

WAIVES ALL SUCH IMPLIED WARRANTIES.

- 15. INDEMNIFICATION. Customer indemnifies Reliable Fire Equipment Company, holds Reliable Fire Equipment Company harmless, and agrees to defend Reliable Fire Equipment Company from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including, without limitation, strict liability and joint and several liability) costs and expenses (including, without limitation, fines, penalties and the reasonable costs of arbitration, costs of appeal, and the reasonable attorneys' fees) (collectively referred to as "Damages" arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of Reliable Fire Equipment Company in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the gross negligence or willful misconduct of Reliable Fire Equipment Company, which is deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages suffered by the Reliable Fire Equipment Company; provided further that this provision shall only apply to the extent the Reliable Fire Equipment Company's insurance coverage does not cover the Damages. As used in this paragraph, the term "Company" shall include Reliable Fire Equipment Company's employees, agents, representatives, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.
- 16. INSURANCE. Customer represents and warrants to Reliable Fire Equipment Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Reliable Fire Equipment Company with evidence of such insurance upon request of Reliable Fire Equipment Company.
- 17. SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or Reliable Fire Equipment Company or those for whom they are responsible; provided that this release shall be in force and effect only with respection accounts of the effect that this release shall not affect

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said policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.

18. MISCELLANEOUS.

- a. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on Reliable Fire Equipment Company if expressly accepted in writing by Reliable Fire Equipment Company. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
- b. This Agreement is made and entered into in the State of Illinois and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Illinois as if entirely performed in Illinois and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or alter Reliable Fire Equipment Company's rights and Customer's obligations under the Illinois contractor and Subcontractor Payment act.
- c. Customer consents to the exclusive jurisdiction and venue of the Cook County Court of Illinois with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 18.
- d. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of Reliable Fire Equipment Company or Customer shown below. Notice will be deemed to have been given upon the mailing of the notice.
- e. This Agreement is not cancelable by Customer for any reason whatsoever.
- 19. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Reliable Fire Equipment Company upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Reliable Fire Equipment Company's favor existing at law or in equity. Reliable Fire Equipment Company may exercise all remedies, whether or not expressed successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
- 20. NO ASSIGNMENT. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of Reliable Fire Equipment Company, which consent may be withheld by Reliable Fire Equipment Company, in its sole discretion, for any reason or no reason.
- 21. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
- COMMERCIAL TRANSACATION. Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, household or family purposes.
- 23. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.
- 24. HEADINGS. Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of
- 25. TOOLS. Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Reliable Fire Equipment Company for the manufacture or installation of articles under this Agreement shall remain the property of Reliable Fire Equipment Company.
- 26. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which Reliable Fire Equipment Company shall have disclosed or may hereafter be Reliable Fire Equipment Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information. Reliable Fire Equipment Company does not grant to Customer any reproduction rights or any rights to use such information.
- 27. ELECTRIC POWER CONNECTION. When electric is required for System operation, Customer will provide a separately fused (120 Vac, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.
- 28. SERVICES NOT INCLUDED.
 - a. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 5 p.m., Monday through Friday, except Company holidays.
 - b. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work; painling, carpentry work and the like.
 - c. Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on a or or off such as alarms, motors, conveyors, fans or cooking equipment.
- - e. No provision to exhaust any discharged agent is included in this Proposal.

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Proposal #	Page 6 _{- 65} -		Dat
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- f. Should an employee of Reliable Fire Equipment Company be required to attend a 'right to know' session at Custorner's location, a surcharge will be added to the final invoice.
- 29. MECHANICS' LIEN NOTICE. Where Reliable Fire Equipment Company is a subcontractor, the Customer acknowled ges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as Reliable Fire Equipment Company's preliminary notice of Reliable Fire Equipment Company's intention to file a Mechanic's Lien if and when Reliable Fire Equipment Company is not paid. The subcontractor is the Reliable Fire Equipment Company, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.
- 30. AGREEMENT MODIFICATION. No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon Reliable Fire Equipment Company or Customer unless made in writing and signed by Reliable Fire Equipment Company and Customer.
- 31. ELECTRONIC DOCUMENTS: Reliable Fire Equipment Company hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. Reliable Fire Equipment Company may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

Acknowledgement:

Customer, by his signature below, acknowledges that he has read these statements, understands them and agrees to be bound by them. The Customer further understands that Reliable Fire Equipment (herein referred to as "the Company") is not an insurer of lives and/or property and is relying upon the limitation(s) set forth in this document to determine the cost of services provided to you.

Social Sec No. or Employe	Identification No. of Customer:	
Print Customer Name		
Address of Customer		
Print Name of Signer		
Sign & Date Here	Ву:	
Reliable	Fire Equipment Company	Date

April 20, 2012



First Security Systems, Inc. 1811 High Grove Lane Suite 191 Naperville, IL 60540

tel. 630_961.5900 fax. 63O_961.9540

CCTV Proposal -

Attn: Scott Coren City of Darien

First Security Systems is pleased to provide you this proposal for the above referenced project.

CCTV System Scope of Work

The below equipment will connect the existing cameras at the front desk and the audio. The below system will be able to connect a total of (32) cameras and is expandable as well as for the future of IP Cameras. The head end will require another CCTV monitor which is not included.

<u>Item</u>	Quantity	Description
1	2	TruVision DVR 60, H2.64, 16 Channel Hybrid DVD/CD, 8TB Storage
		(16) Analog Camera & (8) IP Cameras
		Or (16) IP Cameras & (8) Analog Cameras
2.	1	GE Navigator Software w/PTZ Controls
3.	1	Reconfigure of PTZ'S to communicate with new DVR
4.	1	(1) Year Parts & Labor Warranty

Total Project Cost \$ 17,536.00

The DVR gives the flexibility to add IP Cameras.

Notes:

The computers which the GE Navigator Software we run on will need to meet or exceed the specification. Proposal includes installation of GE Navigator on (1) Computer. The additional installations of software on computers will be performed on time and material at the labor rate of \$ 110.00 hour.



First Security Systems, Inc. 1811 Hi gh Grove Lane Suite 191 Naperville, IL 60540

tel. 630, 961,5900 fax. 630,961,9540

	Included /	Not I included
Programming of system	YES	
Overtime (except as specifically noted)		NO
Offsite monitoring system fees / Equipment		NO
Costs associated with multiple trips to jobsite due to incompletion of others		NO
Costs associated with schedule acceleration or multiple unplanned phases		NO
Sales Tax		NO
Training on System (4) Hours	YES	

This Proposal is based on the First Security Systems, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. (Available upon Request) Proposal is valid for thirty (30) days from below date.

Proposal Accepted:	Proposal Submitted: First Security Systems, Inc.	
First Security Systems, Inc. is authorized to Proceed with the work proposed.	FIRST S	ecunty Systems, Inc.
Purchaser	Ву	Brian Schmid
Signature		
0.6.1.1.1.1.1		
Title	Title	Fire and Security Sales
Date	Date	April 20, 2012



DVR 60

Real-time H.264 Hybrid Digital Video Recorder



OVERVIEW

The TruVision™ DVR 60 (TVR 60) offers real-time recording with H.264 compression and live-mode, dual streaming functionality for efficient bandwidth utilization and network performance in multiple network environments. Delivering hybrid capability for an easy migration from DVRs to NVRs, the TVR 60 can store, display live, search and transmit analog or IP video from up to 24 cameras.

With up to 12TB of internal storage this DVR accommodates high-resolution video and can be configured for redundant recording across multiple drives. The SlotDrive DVD adds-reliability due to less wear and tear when inserting media. Keeping the installer in mind, the TVR 60 uses a looping video cable instead of dual BNC connections—the added space to the back panel makes cable connection easier.

Although the recorder delivers powerful features, it remains easy to use with a convenient setup wizard for standard applications. Other ease-of-use features include one button archive methodology that facilitates quick and simple export of evidence clips.

Even more powerful management is supported by the license-free TruVision Navigator software, allowing for management of unlimited devices. The intuitive Web browser interface also enables remote configuration and secure viewing from Internet-connected computers.

STANDARD FEATURES

- Real-time recording at up to 4CIF on all channels
- H.264 compression and dual streaming on live video
- Records up to 16 IP camera streams and HD IP streams
- Up to 12TB internal JBOD storage for redundant and flexible storage options
- Fully integrates with TruVision Navigator software
- Mobile device support and networkable via Ethernet (TCP/IP)
- Quick, easy configuration and installation with Set-up Wizard
- Camera to HDD assignment for storage grouping
- 24-channel audio recording (analog and IP) with 1-channel bi-directional
- PTZ and Dome camera control via KTD-405 keypad, mouse, front-panel joystick and IR remote controller and remote software

Real-time H.264 Hybrid Digital Video Recorder

Specifications

Video

- Conditioning: AGC, 0.7 to 1.4 V p-p video accepted
- Horizontal resolution: 704 pixels
- Vertical resolution: 576 lines
- Video compression standard: H.264
- Monitor A VGA: Full & Multi-Screen output
- Monitor B composite: Full & Multi-Screen output, BNC connector, NTSC/EIA or PAL/ CCIR compatible
- Monitor C composite: Spot Monitor for Alarms, BNC connector, NTSC/EIA or PAL/CCIR
- Multi-Screen display; Full, quad, 9, 12 and 16 up

- Hard drive; 6-HDD SATA supporting SMART
- Real-time Recording Resolution: 720p, 4CIF, 2CIF, CIF, and QCIF
- Bandwidth: Up to 6 Mbit/sec. per ch. scalable
- Mode: Manual, Schedule, Motion and Alarm

Audio and Video: Via built-in CD/DVD burner, USB2.0 or e-SATA

Video Motion, Privacy Masking and Tampering Detection

Zones per camera: 396 (22 x 18 grid)

Audio

- Compression standard 16 Kbps
- Input: 16 channels, RCA
- Output: 2 RCA
- Bi-directional Line In: 1 RCA

Alarm Handling

- Alarm Monitor: Mon A or B or C (configurable)
- Alarm input: 16 programmable NO/NC
- Alarm output: Form C alarm relay (4)

Network

Type: 10/100/1000 Base-T, RJ-45

North America

T 886-437-3287

Protocol: TCP, IP, ARP, BARP, PPP, PPPoE, DHCP, SNMP

T 852-2907-8108

E 852-2142-5063

e-SATA: 1

Operation

- OS: VxWorks real-time OS
- Languages: English & 17 European languages
- Users: Admin, Manager, Operator & 13 additional

Connectors

- RS-232 serial port: 9-pin SubD
- RS-485 PTZ control port: Screw terminal strip
- USB: 2, one at the front one at the back
- Keypad: Screw terminal strip

Electrical

- Input voltage: 90 to 135 VAC / 180 to 256 VAC, 47 to 63 Hz
- Power consumption: max 126 W

Environmental

- Temperature: -10 to +50°C
- Relative humidity: 10 to 90%

Mechanical

- Dimensions (W x H x D): 17.1 x 3.7 x 17.9 in. (435 x 95 x 455 mm), 19-inch (2U)
- Weight: Max. 11 kg
- Mounting: Rack-mount kit optional

Browser Software Requirements

- Intel-based PC: 1 GHz or faster
- Memory: 1 GB RAM minimum
- Operating system: Windows XP, Vista or Windows 7
- DirectX: 9.0 or later
- Browser: Microsoft* Internet Explorer 6.0 or later

IP Device Support

F 61-3-9239-1299 T 32-2-721-40-47

Standard Definition IP Cameras:

Europe

T 32-2-725-11-20

Latin America

T 561-998-6100

T 561-994-6572

- UltraView™ IP Cameras
- CamPius" 2 iP Series
- Panasonic (NW484S, NF28-4, NP-244)

Encoder:

T 61-3-9239-1200

UltraView EVP Encoder 10

MPX IP Cameras:

TruVision™ Mpx H.264 Series

Supported Mobile Devices

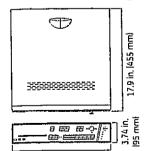
- PDA/Mobile Phone: WinMobile 5 up to 6.5
- Touch Screen support
- Free memory at least 20MB
- CPU 200MHz and better
- Apple iPhone 3G or higher Android, OS V1.6 and above

Regulatory FCC, CE, CTick, UL

Ordering Information

TVR-6016-2T	TruVision DVR 60, H.264, 16 ch Hybrid, DVD/CD, 2TB Storage
TVR-6016-4T	TruVision DVR 60, H.264, 16 ch Hybrid, DVD/CD, 4TB Storage
TVR-6016-8T	TruVision DVR 60, H.264, 16 ch Hybrid, DVD/CD, 8TB Storage
TVR-6016-12T	TruVision DVR 60, H.264, 16 ch Hybrid, DVD/CD, 12TB Storage
	12TB Storage

Dimensional Diagram



Hybrid Support Table*

Analog Cams	Max IP Cams if using Std Def only	Max IP Cams if using 720p only	Max IP Cams if using 2 Mpx only	Max total Analog + IP
9 to 16	8	4	4	24 (16 Analog + 8 Std Def)
Up to 8	16	8	6	24 (8 Analog + 16 Std Def)

*Other combinations possible, see TruVision Calculator Tool (2Mpx IP camera configured to maximum of 12.51ps at 3Mbps bit rate).

Specifications subject to change without notice.

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012-3390 2011/05 (64700)

17.3 in. (435 mm)



interlogix.com

To:

Brian Schmid

Cc:

Scott Coren

Subject:

RE: Darien Quote

Thanks Brian --

We need some cameras to hold 90 days of recordings – IE Booking and Interviews. How much for a dditional HD space or larger?

What about audio recordings in the 2 interview rooms – how much hard-drive space will be sucked up.

The price should be lowered based on not having PTZs???

Thanks John

From: Brian Schmid [mailto:bschmid@first-sec.com]

Sent: Wednesday, April 25, 2012 3:10 PM

To: John Cooper

Subject: RE: Darien Quote

Hi John,

See below....

Brian Schmid First Security Systems, Inc. 1811 High Grove, Suite 191 Naperville, IL 60540 630-961-5900 Main 630-961-9540 Fax b.schmid@first-sec.com

From: John Cooper [mailto:jcooper@darienil.gov]

Sent: Friday, April 20, 2012 4:30 PM

To: Brian Schmid; Scott Coren **Subject:** RE: Darien Quote

Hi Brian - couple of questions - the 2 DVRs you propose -

- Do they store the video inside the VCR shaped box? Yes
- Can these be rack mounted Yes
- Can we back these up on a video server Verifying
- What is the process for making a copy of a recording Will send Doc.
- Will DVD copies play on a regular DVD player Yes
- Are they time/date stamped Yes
- 8TB is this large enough to hold 90 days of video or do you have an estimate of how many days they will hold. Should be able to do 45-60 days
- Is there a back-up if the hard drive fails. No.
- If the city wants to add extra cameras will that mean additional hard drive space?—The 8TB will be

able to handle the extra cameras

- WE do NOT have any PTZ cameras all fixed-unless you are adding some. Ok
- With the navigator software can we view systems from and computer on the network and remotely? Yes, can view from a browser, phones and ipad.

Thanks John

John B. Cooper
Deputy Police Chief
Darien Police Department
1710 Plainfield Rd.
Darien, Il. 60561
Direct 630-353-8359
Main 630-971-3999
Fax 630-971-4326
E-Mail jcooper@darienil.gov

THINK GREEN—KEEP IT ON THE SCREEN



From: Brian Schmid [mailto:bschmid@first-sec.com]

Sent: Friday, April 20, 2012 12:58 PM

To: Scott Coren **Cc:** John Cooper

Subject: RE: Darien Quote

Hi Scott / John,

Attached is the proposal to replace the existing camera system Head End.

Any questions on the proposal please let me know.

Thanks,

Brian

Brian Schmid First Security Systems, Inc. 1811 High Grove, Suite 191 Naperville, IL 60540 630-961-5900 Main 630-961-9540 Fax b.schmid@first-sec.com

and the state of t

From: Scott Coren [mailto:scoren@darienil.gov]

Sent: Friday, April 20, 2012 9:27 AM

To: Brian Schmid Cc: John Cooper

Subject: RE: Darien Quote

Brian,

If we do not receive the quote by the end of the day we will assume you are not interested in the project.

Scott

From: Scott Coren

Sent: Thursday, April 05, 2012 2:55 PM

To: 'bschmid@first-sec.com'

Cc: John Cooper

Subject: RE: Darien Quote

Brian,

I have not heard back on this quote yet... is First Security still planning on quoting this project?

Scott

From: Scott Coren

Sent: Wednesday, March 28, 2012 4:46 PM

To: <u>bschmid@first-sec.com</u> **Subject:** Darien Quote

Brian,

Have you had a chance to complete the quote for the police department cameras yet?

Scott Coren CITY OF DARIEN Assistant City Administrator (630) 353-8104 (630) 852-4709 FAX scoren@darienil.gov

and grant and a series and a consider the series of the constant of the consta



TruVision Navigator v4

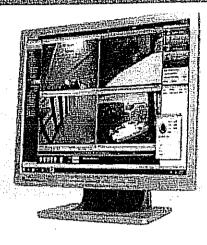
The next generation in DVR/NVR management



TruVision™ Navigator v4 represents the latest advancement in video management software. This single application delivers centralized and remote video management capabilities combined with backward compatibility to accommodate legacy and TruVision DVRs and NVRs. Ideal for LAN or WAN applications, TruVision Navigator v4 is well suited for any application incorporating multiple sites and cameras:

- Schools
- · Retail stores
- Transportation
- Entertainment venues
- Homeland security and public safety
- Geographically dispersed organizations

From a single, easy-to-use and reliable GUI, administrators can remotely configure users/groups, DVRs with analog cameras, NVRs with IP cameras and monitor thousands of video surveillance components. At any time, from any location, operators can cost-effectively provide accurate and timely security response. Backed by Client/Server architecture, TruVision Navigator v4 is a fully scalable solution that can support applications ranging from enterprise IT environments down to small, stand-alone systems.



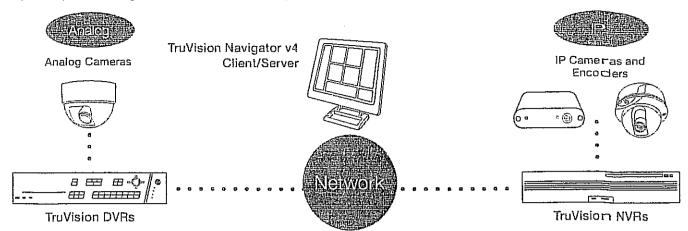
STANDARD FEATURES

- Backward and forward compatibility to protect investment in legacy equipment
- Flexible technology, with analog and IP compatibility to meet current and future needs
- Scalable software architecture from enterprise IT to stand-alone systems
- Remote client software distribution alleviates need to ship media
- Centralized administration reduces administrative workload and security risk
- Health diagnostic service automatically polls for clata to maintain constant system uptime
- Device notifications aid in proper tracking and expedite issue resolution
- Remote device configuration reduces administration time and costly site visits
- Scheduled tasks take place during low-bandwidth hours to optimize network capacity during peak-demand times
- 75-up, multi-site, multi-monitor feature integrates all recording platforms in a single video display
- Custom views allow for user-specified groupings of video streams to deliver the right video at the right time
- Network Time Protocol (NTP) service keeps all system devices synchronized with appropriate time and date
- Evidence Player plays exported video with a max 9-up display, print and snapshot capability, synchronous playback, timeline search, and full-screen mode

interlogix.com utcfireandsecurity.com

System Diagram

System is powerful enough to accommodate either analog or IP camera installations, or a mixture of the two.



Key Functions

Navigator – Provides access to all DVRs, NVRs and cameras in a system with minimal clicks to pinpoint specific video objects.)

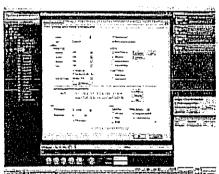
Viewer – View live and recorded video selected from the Notifier,

Navigator or Collector. Manipulate video in the Viewer using tools that include live and playback video switching, marking video segments, taking snapshots, performing timeline seeks and go to searches, playback controls and stream switching.

Collector – Acts as a holding repository for video segments, snapshots and local recordings ready for export.

Tasks – Provides one central place to monitor the progress of the tasks created in the system, such as video exports, firmware upgrades, bulk DVR configurations and database backup and restores. Notifier – Collect and manage any notifications sent from the various devices.

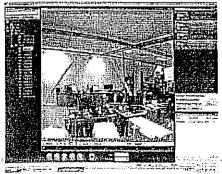
TruVision Navigator presents one, common interface to the user no matter what the device or camera type. This greatly improves organizational efficiency by reducing set-up time and minimizing training requirements.



Configuration DVR Configuration NVR



For the user, remote configuration of a DVR or NVR is seamless and just 1 click away - no need to launch different applications or browsers.



Live Video DVR Live Video NVR



Obtaining live video is a double-click away, regardless of the device. Once viewed, snapshots, local recordings,

füll*screen mode, instant replay, and playback are all afforded with minimal clicks.

Specifications

Component	Minimum	Recommended	High	Notes
Processor	Intel® Pentium® G6950 Processor (3MB Cache, 2.80GHz)	intel® Corel® i5-650 Processor (4MB Cache, 3.20GHz)	Intel® Core® i7-920 Processor, (8MB L3 Cache, 2.66GHz)	CPU power is directly related to the performance of the application when running and rendering video. The better the CPU, the more responsive your application will be.
Метогу	4GB4 Dual Channel DDR3 SDRAM3 at 1066MHz-4 DIMMs	3GB2 Dual Channel DDR3 SDRAM3 at 1333MHz	3GB2 Tri-Channel SDRAM3 at 1066MHz-3 DIMMs	RAM is related to the number of different applications that can run simultaneously as well as the number of different operations that TruVision* Navigator Can perform at once. The higher the RAM the better performance you can expect.
Hard Drive	320GB5-7200RPM, SATA 3.0Gb/s, 16MB Cache	500GB5- 7200RPM, SATA 3.0Gb/s, 16MB Cache	500GB5-7200RPM6, SATA Hard Drive	Optional—Truvision Navigator only recquires approximately 400MB to install. If you wish to store exported video from the devices on time machine, you may want to increase storage.
Graphics Card	Integrated Intel® Graphics Media Accelerator HD	nVIDIA® GeForce® G310 512MB2 DDR3	nVIDIA® GeForce® 310 512M GDDR3	Video Card capability is directly related to the video rendering performance within TruVision Navigator. The better the video card, the better video rendering performance you can expect.
Resolution	1024 X 768	1024 X 768	1024 X 768	
Network	Intergrated PCIE 10/100/1000	Intergrated PCIE 10/100/1000	Intergrated PCIE 10/100/1000	The network interface card can be a performance bottle neck depending upon the throughput of the card. If the card's throughput is less than the amount of data streaming to the machine, you may experience performance issues.
Client Requirements: S	oftware			
Component	Version			Notes
	Microsoft Windows XP		2-bit	Prerequisite to loading TruVision Navigator
	Microsoft Windows Vist	a SP1 32-bit		Prerequisite to loading TruVision Navigator
	Microsoft Windows 7 32/64-bit			Prerequisite to loading TruVision Navigator
Operating System	MICROSOIT VAILUOMS 7 32/04-DR			Runs on the 64-bit OS in 32-bit emulation mode
, 5 -	Microsoft Windows Server® 2003 R2 32-bit			Prerequisite to loading TruVision Navigator
	Minnet Mindows Control 2008 F2 22/64 bit			Prerequisite to loading TruVision Navigator
	Microsoft Windows Server® 2008 R2 32/64-bit			Runs on the 64-bit OS in 32-bit emulation mode
Other	Microsoft .NET Framework 4.0		Packaged with the installation	
Server Guidelines: Har	elestos e			
	Recommended			Notes
Component	Intel® Core™ i5-650 Pro	IOCCCOT		TOTO
Processor			and the second second	
	(4MB Cache, 3.20GHz			
Memory Hard Drive	3GB2 Dual Channel DDR3 SDRAM3 at 1333MHz 500GB5-7200RPM, SATA 3.0Gb/s, 16MB Cache		Optional—this storage requirement will vary widely depending on many factors including whether or not the database is being hosted on the server, the size of the actual database and whether or not you want to store video on the server.	
Graphics Card	nVIDIA® GeForce® G310 512MB2 DDR3			Optional — depending on wether or not you want to view video from a Client on this machine.
Network	Intergrated PCIE 10/100/1000		NOON TO STATE OF THE STATE OF T	
Server Requirements:				Notes
Component	Version	D 000	vo 1-12	Notes Prerequisite to loading TruVision Navigator
Operating System	Microsoft Windows XF		2-011	Presequisite to loading Triving Novigator
	Microsoft Windows Vista SP1 32-bit		Prerequisite to loading TruVision Navigator Prerequisite to loading TruVision Navigator	
	Microsoft Windows 7 32/64-bit		Runs on the 64-bit OS in 32-bit emulation mode	
	Microsoft Windows Server® 2003 R2 32-bit		Prerequisite to loading TruVision Navigator Prerequisite to loading TruVision Navigator	
	Microsoft Windows Server® 2008 R2 32/64-bit		Runs on the 64-bit OS in 32-bit emulation mode	
	Microsoft Windows Se			Prerequisite to loading TruVision Navigator
Web Service	Microsoft Internet Info	rmation Services (IIS)	6.0 or higher	Prerequisite to loading travision manigator
Web Service		rmation Services (IIS)	6.0 or higher	Packaged with the installation
Web Service	Microsoft Internet Info	rmation Services (IIS)	6.0 or higher	Packaged with the installation Microsoft's SQL Express 2008 R2 is packaged with the
Web Service	Microsoft Internet Info Cassini Microsoft's SOL 2005		6.0 or higher	Packaged with the installation Microsoft's SQL Express 2008 R2 is packaged with the installation
Web Service Database	Microsoft Internet Info Cassini Microsoft's SQL 2005 Microsoft's SQL Expre	ess 2005	6.0 or higher	Packaged with the installation Microsoft's SQL Express 2008 R2 is packaged with the installation Upgrades of existing installations will continue to use the
Database	Microsoft Internet Infor Cassini Microsoft's SOL 2005 Microsoft's SOL Expre Microsoft's SOL 2008	ess 2005 R2	6.0 or higher	Packaged with the installation Microsoft's SQL Express 2008 R2 is packaged with the installation Upgrades of existing installations will continue to use the existing SQL 2005.
	Microsoft Internet Info Cassini Microsoft's SQL 2005 Microsoft's SQL Expre	ess 2005 R2	6.0 or higher	Packaged with the installation Microsoft's SQL Express 2008 R2 is packaged with the installation Upgrades of existing installations will continue to use the

TruVision Navigator v4

The next generation in DVR/NVR management North America T 888-437-3287

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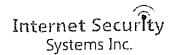
T 61-3-9239-1200 T 32-2-725-11-20 F 61-3-9239-1299 T 32-2-721-40-47

T 561-998-6100 T 561-994-6572

Supported Recording Devices

Recording Devices	Supported Firmware
TruVision™ NVR40 (TVN40)	4.3
TruVision NVR20 (TVN20)	1.0
TruVision DVR60 (TVR60)	4.2g
TruVision DVR40 (TVR40)	3.0 build 100416
TruVision DVR30 (TVR30)	6300
TruVision DVR20 (TVR20)	1.0.23
TruVision DVR10 (TVR10)	2.4
GoVision 2	1.0.0 build 100617
GoVision	2.1
SymDec 16 plus 4	1.60c
SymDec 4	1.48a
SymDec 1	1.48a
SymSafe Pro Series	1.40c
SymSafe Basic Series	1,40c
	
DVSRxU	2.31s
DVMRE CT (Triplex) Series	6.33
DVMRE CT II Series	6.33
DVMRE PRO Series	6.33
DVMRE ezT Series	6.33
DVMRE CS Series	6.33
DVMRE CD Series	6.33
StoreSafe Series	6.33
StoreSale Pro II Series	6.33
StoreSafe Advanced Series	6.33
	· · · · · · · · · · · · · · · · · · ·
DSR	2.24a
DVSE Series	3.04
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7 **在自己的是是一种** \$4,212,92 3 Navico NVC-EDP 1640 15-Channel EasyNet Pro BVR 4TB Calculate Shippin o Rates: to terriove on Hern from your cart Country: United States Emply My Entire Cart Then, Select State Type Of Address*: Residential Business \$0.00 Total: 54,212.92 CHARLES THE D SALISATION OF THE SALES

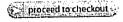
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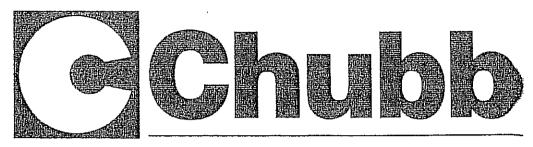
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Customer Service: Phone: 212-537-8540 ...

и се сто**ч од оказандација Бакт. 212-202-2703** годину и потак протован при постаја, по не се бого по посто

Email: mis@securitystateuss com



A UTC Fire & Security Company

Project Agreement

Prepared for

Darien Police Department, 1710 Plainfield Rd. Darien, II. 60561

Attn: Deputy Chief John B Cooper.

Reference: DVR relocation and removal.

\$18,560.09

Agreement Number 2012416 age

AGREEMENT DESCRIPTION:

By and Between

Red Hawk Security Systems, Inc. dba Chubb Fire & Security Systems Darien PD Plainfield Road, Darien il.

8160 South Madison, Burr Ridge. II 60527.

(Hereinafter "Seller")

(Hereinafter "Customer")

Installation and / or Service Location:

OUR PRICE FOR SALES AND SERVICE IS \$ 18,560.09 PLUS APPLICABLE TAXES.

OUR PRICE INCLUDES THE FOLLOWING AS MORE PARTICULARLY DESCRIBED IN THE STATEMENT OF WORK ATTACHED HERETO:

1. Supply/installation/program and test of equipment listed on page three.

OUR PRICE EXCLUDES THE FOLLOWING:

- Any conduit required at no cost to Chubb.
- 2. Any 110 volt power required at no cost to Chubb.
- 3. Any IP/gateways/swifches or ports required, these will be supplied by the customer at no cost to Chubb.
- 4. Any fire alarm interface at no cost to Chubb.



PROJECT AGREEMENT

Proposal Number 880904 Date 4/16/2012

Agreement Number 2012416

Page 3

EQUIPMENT INVENTORY

MAKE

MODEL/SERIAL NUMBER

LOCATION

Vicon

KS2B-4000V6 DVR with 6TB of storage

2

Data room

& 4 Audio inputs

Cable

Lot

The equipment cost for this estimate is \$ 14,966.00 plus any applicable taxes. The labor cost for this estimate is \$ 3,854.93 plus any applicable taxes.





Proposal Number 880904 Date 4/16/2012

Agreement Number 2012416

Page

STATEMENT OF WORK

This estimate is to supply/install/program and control commission new Vicon DVR's as discussed.

We intend to install the following.

Two new DVR's with 6TB of storage for approximately 90 days of storage as requested.

We will remove the existing DVR's under counter in reception and install ne DVR's in data room as discussed.

This estimate is based on the customer supplying the relevant network cables and connections including IP addresses at no cost to Chubb.



PROJECT AGR EEMENT

Proposal Number 880904 Date 4/16/2012

Agreement Number 2012416 Page

PROJECT AGREEMENT GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

- 1. PAYMENT: As a condition of performance, payments are to be made on a progress basis as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer designated site, 30% upon substantial completion and 10% upon final acceptance by Customer. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less. Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a fifteen percent (15%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.
- 2. TAXES: The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.
- 3. WORK HOURS: Seller will perform all work during normal business hours: Monday through Friday, 7 a.m. to 3 p.m. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.
- 4. INSTALLATION/SITE CONDITIONS: Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pils, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the Job site, or because the drawings, wiring, or other work done by Customer or for Gustomer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.
- 5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS: In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller rates in effect at the time the work is performed.
- 6. WARRANTIES: Any equipment provided by the Seller will be warranted for a period of ninety (90) days from the date the equipment or replacement parts are installed by Seller. Notwithstanding the foregoing, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of 90 days from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of 90 days from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

- 7. INDEMNIFICATION: Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.
- 8. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and properly damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occ _ 83 _ and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per



PROJECT AGR. EEMENT

Proposal Number 880904 Date 4/16/2012

Agreement Number 2012416

Page

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occurrence and \$2,000,000 general aggregate. If Seller is performing services on Customer's site, Customer will be named as add itional insured under the Commercial General Liability policy only with respect to liability arising out of bodity injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller closs not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

- 9. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer white interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.
- 10. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES H OWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.
- 11. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.
- 12. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.
- 13. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export taws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.
- 14. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and materiaal basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.
- 15. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer.by sending-written notification to Seller of the rejection within fifteen-(15)-days after their delivery. Such notification shall state the basis of the alleged-nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.
- 16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Altomeys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.
- 17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.
- 18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.
- 20. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

Alln:

And if sent by the Seller to the Customer, shall be addressed as follows: Attn:



Proposal Number 880904

Systems

Date

Agreement Number 4/16/2012 2012416

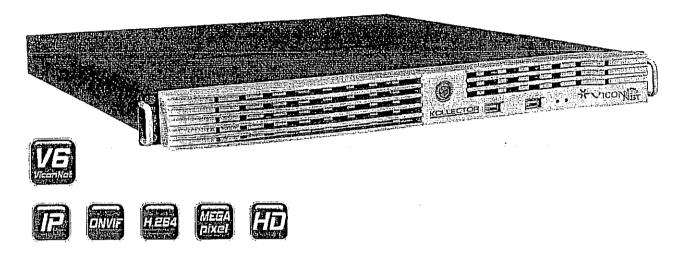
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Red Hawk Security Systems, Inc. dba Ch Systems Proposed By: Neill Griffin	THE COUNTY	Accepted By:	
	Date		Date
Accepted By:			
Da	te		



KOLLECTOR

16-Channel Hybrid Digital Video Recorder



- Configured with ViconNet® Video Management Software (VMS)
- Scalable from one to hundreds of recorders
- Support for HD video and Megapixel cameras
- Real-time Hybrid recording of up to 16 analog cameras and up to 8 additional IP cameras
- · Support for third-party network cameras
- Embedded Windows® operating system for enhanced security and reliability
- M-JPEG, MPEG-4 and H.264 compression
- · High-capacity internal storage
- Removable hard drive model option
- Solid-state drive option for operating system provides less power usage, faster data access and higher reliability
- · Multi-language application
- Advanced video authentication
- Integration with third-party management software using software development kit (SDK)

The Kollector® Strike combines a robust video management and storage solution that enables you to simultaneously capture, view and store high-quality, high resolution voice, video and data for a comprehensive security solution. The Strike helps security organizations reduce system ownership costs, streamline operations and deliver more effective security. Two models are offered: a removable hard drive model, which enables hot-swapping of drives on the fly, and the Strike Basic has internal hard drives. Both offer the same storage capacity.

The Strike has the power to bridge the transition from analog to IP camera installations. It can record 16 analog cameras and encode the analog inputs for use by the VMS. An additional 8 IP channels can also be recorded, and managed by the system, all with real-time frame rates at 4CIF resolution.

Built for Reliability, Usability, and Low Cost of Ownership

Proven in daily operation in thousands of customer installations worldwide, the Strike features an embedded operating system designed for enhanced security and superior reliability. The ViconNet software that powers the Strike, provides an open platform that allows integration with IP cameras, including megapixel cameras, encoders and IP edge devices from numerous industry-leading manufacturers.

Powerful Software

ViconNet software provides outstanding functionality and an intuitive interface for administrators, security managers and system operators anywhere on the network. Multi-site users, in particular, benefit from the efficiency of enterprise management options.

Scalability

The removable hard drive model has external iSCSI RAID device connection capability to extend total recording time well beyond the limits of the internal storage. The system is designed to scale to thousands of cameras with additional Kollector Strike models or any of the ViconNet VMS products. Add storage or additional capability as it's needed when it's needed.

Video Specifications

Video Level Input:

1.0 V peak-to-peak (140 IRE) nominal.

Luminance: Sync:

100 IRE +/- 15%. 40 IRE +/- 15%.

Colorburst:

40 IRE +/- 15%.

Video Input

Impedance:

75 ohms on BNC connectors.

NTSC, PAL, EIA and CCIR.

Video Formats Supported:

Video Recording

Rate:

16 simultaneous channels @ 120, 240 or 480 frames per second, maximum, 30 fps

per channel, maximum.

Local Video Quality:

Local analog camera inputs: Selectable using a 4-position bar, from HCIF to 4 CIF. IP cameras: 10 user selectable resolution capture sizes (camera dependent).

Audio Inputs:

Microphone should be 0 dB, 32 KHz bandwidth, 600 ohm impedance, 2 V RMS (1 V p-p) output.

Audio Sampling

Rate:

8 KHz/sec/channel.

Audio Data

Storage Rate:

Approximately 0.7 GB/day/microphone.

Camera to Recorder Analog Input Video Transmission Distance (coaxial cable distance):

1000 ft (305 m) nominal.

Monitor Output:

SVGA, True-Color Mode with a resolution of

1024 x 768 or 1280 x 1024.

VGA Video Display Modes:

Multi-screen display mode for both live and video playback of 1, 4, 6, 9, 16 cameras.

Panel Indicators:

1 blue power LED used for power status indication. 1 red LED used for HDD indication. 1 green LED used for DVD

operation.

Key lock provided on front panel to secure Panel Key Lock:

all controls.

Analog Video

Inputs:

16 BNC-F connectors.

Monitor Output:

Removable Drive Model: 1 VGA connector. Basic Model: 1 DVI connector and 1 HDMI

connector.

PTZ Control Ports:

Tx output terminal block

Sensor Input Ports:

Alarm input terminal block, Software selectable. Each alarm input is automatically configured as a normally opened (NO) or

normally closed (NC) trigger.

Relay Control Ports: Terminal block used to connect external

equipment.

Microphone Ports:

Terminal block used to connect microphones.

Electrical Specifications

Input Voltage:

115-230 ±10% VAC, 50/60 H≥. 1 A @ 115 VAC; 0.5 A @ 230 VAC.

Current: Power

CPU:

120 W nominal. Consumption: **Heat Output:** 420 btu/hour.

Power Connector:

Standard 3-conductor female socket. Intel® Core™ 2 Duo 2.8 GHz or

Intel Core i3-540

2 GB minimum.

Memory: OS: OS Drive: Storage:

Microsoft® Windows Embedded XP.

250 GB SATA or 64 GB SSD.

500 to 6000 GB, depending orn model. Note

that Vicon certifies DVR and NVR drives on a continual basis, therefore carpacities will

change frequently. Internal DVD drive.

DVD Drive: Network Port(s):

Removable Drive Model: 2 - RJ-45 jacks.

Basic Model: Single RJ-45 jack.

100/1000 Mbps.

Removable Drive Model: PS2 Tack or USB. **Keyboard Port:**

Basic Model: USB.

Removable Drive Model: PS2 jack or USB. Mouse Port:

Basic Model: USB.

USB Ports: Certifications: 6 (2 front, 4 rear). UL, CE and FCC, Class A.

Mechanical Specifications

Application:

Indoor

Mounting: Standard 19 in. (483 mm) rack mount and

stackable, 10 height.

1.75" (44.5 mm) H x 19" (483 mm) W x Dimensions:

23.1" (587.4 mm) D, including connectors (removable hard drive model). Basic model is 22.5" (571.5 mm) including connectors.

Weight:

24.0 lb (10.9 kg). Construction: Steel case and hardware.

Environmental Specifications

Operating

Temperature:

32° to 104°F (0° to 40°C).

Humidity: **Ideal Room**

66° to 75°F (19° to 25° C). Temperature:

Ideal Room

Humidity:

Up to 80% relative, non-condensing.

Maximum Room

Temperature:

50° to 86°F (10° to 30° C).

Storage Temperature

Range:

-4 to 158° F (-20 to 70° C) maximum.

Up to 95% relative, non-condensing.

Warranty

3 years parts and labor.

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ALT ICO TO USE ACCEPT 製造器 製造のもできません

Data Sheet Number: V112-30 🐡

Dated: 3/2012

Die Claim Vicon Data Sheet Part Number: 8009-7112-30-09 Specifications subject to change without notice.

The removable drive Strike and Strike Basic models provide the same functionality, but do have some variations in layout and feature set, in addition to the hard drive removability.

Both Models:

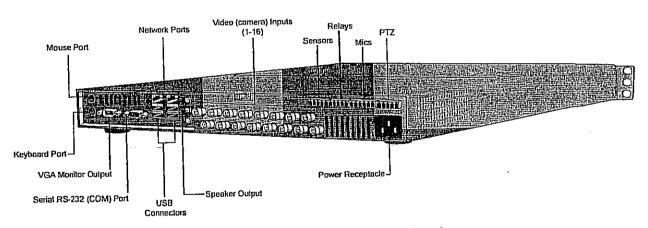
- 16 analog video inputs
- 6 USB connectors: 2 on front panel and 4 on rear panel
- 3 bays for storage drives. One bay for Operating System (OS) drive.
- Solid-state operating system drive (SSD) option frees up OS bay, thereby increasing local storage capability
- Sensor, relay, microphone and PTZ terminal block connections

Removable Drives Model

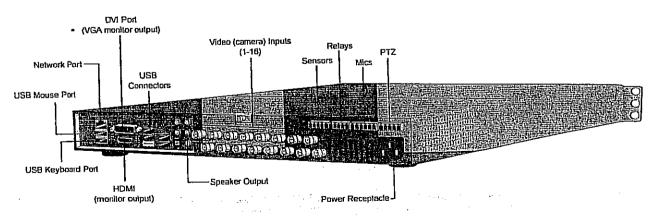
- Additional network port for external iSCSI network RAID drive connection
- RS-232 port

Basic Model

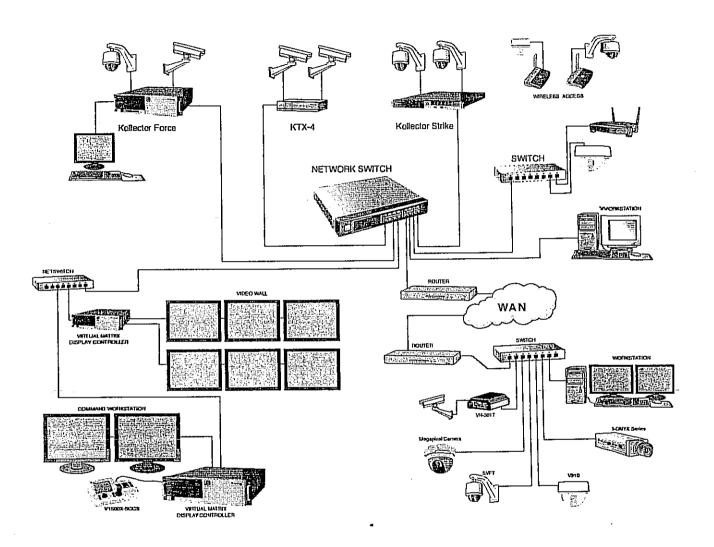
- DVI and HDMI monitor outputs
- Optional desk stand for table-top or desktop mounting



Strike with Removable Drives Rear Panel



Strike Basic Rear Panel



Typical ViconNet System Configuration with Kollector Strike DVR

All models are 16-channel, hybrid DVRs preloaded with ViconNet Version 6 software with an internal DVD drive and 4-channel audio. All have user door with key lock.

Kollector Strike Model	fps at 4CIF	Model Number*
Rolloges, Salvas 113	120 @ ViconNet MPEG-4/60 @ H.264; rio internal hard drives for storage	KS1-SANV6
	120 @ ViconNet MPEG-4/60 @ H.264	KS1-(X)XXXV6
Removable Drives	240 @ ViconNet MPEG 4/120 @ H;264; no internal hard drives for storage	KS2-SANV6
Removable brives	240 @ ViconNet MPEG-4/120 @ H.264	KS2-(X)XXXV6
	480 @ ViconNet MPEG_4/240 @ H.264; no	KS3-SANV6
	480 @ ViconNet MPEG-4/240 @ H.264	K53-(X)XXXV6
		VC+P VVVVVIC
		KS1B-(X)XXXV6 KS2B-(X)XXXV6
Strike Basic	240 @ ViconNet MPEG-4/120 @ H.264	
	480 @ ViconNet MPEG-4/240 @ H.264	KS3B-(X)XXXV6

^{*} The "SAN" models are configured for use with external SAN-RAID storage

(X)XXX indicates the hard drive size in GB. The (X) is not used for the 500 GB drive. For example, a 480 fps Kollector Strike with removable hard drives and 500 GB storage would have a model number of: KS3-500V6. The same unit with 1000 GB storage would have a model of KS3-1000V6.

Options and Accessories

-	Description	Model Number
	Control Keypad. Small profile desk-top, provides multi-function control for camera stations with variable-speed joystick for pan-and-tilt control and push buttons for lens function.	V1410X-DVC
	Control Keypad. Desk-top version, provides multi-function control for camera stations with variable-speed joystick for pan-and-tilt control and push buttons for lens function.	V1411-DVC
	Control Keypad. Desk-top version, provides multi-function control for camera stations with three-function variable-speed joystick for pan-and-tilt control and push buttons for lens function.	V1411J-DVC
Solue:	Network Control Keypad. Used to control ViconNet digital video management systems, including Virtual Matrix Controller (VMC) over an IP network or serial connection.	V1500X-SCCS-1
	External Storage Options. Vicon offers a variety of external storage options using SAN and other technologies. Refer to the web site for more information. Kollector Strike with removable drives model only.	VN-SAN series

AGENDA MEMO Administrative/Finance Committee October 8, 2012

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an agreement with Wireless Internetworks LLC to add equipment to the tower located at 1041 S. Frontage Road.

BACKGROUND/HISTORY

The City of Darien received a tower from the University of Chicago approximately two decades ago and has allowed other public entities and private communication companies to lease space on the tower. Staff has been in contact with a site acquisition company, Communication Infrastructure Corporation, which locates companies and sites to upgrade the performance of wireless networks. Communication Infrastructure Corporation has identified two clients willing to meet the terms of the agreement between the City of Darien and General Communications for locating equipment earlier this year, which provides for a \$25,000 capital contribution and \$4,000 per month to install equipment on the tower.

With the additional equipment on the tower, a structural analysis was performed and upgrades to the tower will need to be completed before the equipment can be located. The two companies have agreed with each other to split these costs, but in the event the second company does not gain City Council approval, Wireless Internetworks LLC will complete the upgrades on their own. All building permit guidelines will need to be followed before the equipment is placed on the tower. The second contract with a wireless provider is anticipated to be ready for the November Administrative/Finance Committee meeting.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval.

ALTERNATE CONSIDERATION

Not approving the contract would be an alternate consideration.

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RESOLUTION NO.		
A RESOLUTION AUTHORIZING THE CITY ADMINISRATOR TO ENTER INTO AN AGREEMENT WITH WIRELESS INTERNETWORKS LLC TO SUPPLY SPACE ON THE TOWER AT 1041 S. FRONTAGE ROAD,		
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARTEN, DU		
PAGE COUNTY, ILLINOIS, that the City Administrator is authorized to enter into an		
agreement with Wireless Internetworks LLC to supply space on the tower at 1041 S. Frontage		
Road, a copy of which is attached hereto.		
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE		
COUNTY, ILLINOIS, this day of 2012		
AYES:		
NAYS:		
ABSENT:		
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE		
COUNTY, ILLINOIS, this day of 2012		
ATTEST: KATHLEEN MOESLE WEAVER, MAYOR		

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Site Name: <u>Darien DPW</u> Site Number:

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien Illinois 60561 (hereinafter referred to as "Landlord") and, Wireless Internetworks LLC, a Delaware limited liability company, having a mailing address of 545 Madison Avenue, 15th Floor, New York, New York, 10022 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a communications tower (the "Tower"), together with all rights and privileges arising in connection therewith, located at 1041 South Frontage Road, in the City of Darien, in the County of DuPage, State of Illinois 60561 as more fully described on Exhibit 1 (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

. 1. PREMISES.

- (a) Landlord hereby leases to Tenant a portion of the Property consisting of: (i) ground area space of approximately 12 square feet for Tenant's equipment shelter ("Equipment Space") and
- (ii) vertical space on the Tower ("Antenna Space"), together with such easements as are necessary for installation, operation and maintenance of Tenant's antennas as described on attached Exhibit 2; and
- (iii) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "Connections"). Landlord agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the non-exclusive right for ingress and egress to the Premises (as hereinafter defined), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Premises as may be designated by the Landlord extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "Premises.".
- (b) During the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the

Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition on the date of this Agreement, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

- (c) If during the term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property which includes (without limitation) the remainder of the Tower) or in the event of foreclosure, Landlord shall promptly notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Term of this Agreement Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or, materially limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.
- PERMITTED USE. Tenant may use the Premises for the transmission and reception of Tenant's communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises for the transmission and reception of Tenant's communications signals (collectively, the "Communication Facility") as depicted on Exhibit 2 attached hereto, as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use") provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on Exhibit 2. If Exhibit 2 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 2. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's Surrounding Property, as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on Exhibit 2. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires The control of the difference of the Communication Facility, and Tenant requires an additional portion of the management Property (the "Additional Premises") for such modification or upgrade, and Landlord does not require such additional portion of the Property for Landlord's own purposes, Landlord agrees to lease to Tenant

the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

- (a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term will be three (3) years ("Initial Term"), commencing on January 1, 2012 ("Commencement Date").
- (b) This Agreement will automatically renew for four (4) additional three (3) year term(s), (each term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.
- (c) The Initial Term and the Extension Term are collectively referred to as the Term ("Term").
- (d) If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement with monthly rent equal to One Hundred Fifty percent (150%) of the then current rent amount.

4. RENT.

- (a) Commencing on the Commencement Date, Tenant will pay the Landlord a monthly rental payment of four thousand and No/100 Dollars (\$4,000.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.
- (b) In year one (1) of each Extension Term, the monthly Rent will increase by six (6%) over the Rent paid during the previous Term.
- (c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.
- (d) Within 30 days after the Commencement Date, Tenant agrees to pay to Landlord, as a one-time capital contribution, the amount of \$25,000, which shall compensate Landlord for Tower maintenance related costs.

5. APPROVALS.

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
- (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.
- 6. <u>TERMINATION.</u> This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant reasonably determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or
- (c) by Tenant upon written notice to Landlord for any reason at any time prior to commencement of construction by Tenant; or
- (d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. INSURANCE.

- (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Tenant's operations.
- (b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.
- (c) Landlord agrees that at its own cost and expense, Landlord will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence, or will maintain adequate self-insurance against such occurrences.

8. <u>INTERFERENCE.</u>

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further warrants that it will operate, keep and maintain the Communication Facility at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Tenant further agrees to cooperate with other authorized users of the Property to identify and eliminate interference problems, and Tenant agrees to cooperate with Landlord and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

- (b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may materially adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that materially interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this A greement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

- (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and again st any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.
- (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.
- (c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.
- (d) The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement.

10. WARRANTIES.

- (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

- (a) Landlord represents and warrants that, to the best of Landlord's knowledge, the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property. Tenant represents and warrants that it will not store, use or release hazardous substances on the Property.
- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. Landlord acknowledges and agrees that Tenant shall have no liability for any hazardous substances located on the Premises or the Property or any environmental or other conditions on or affecting the Property as of the date of this Agreement.
- (c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.
- (d) In the event Tenant-becomes aware of any-hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.
- ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain; and the liquidated damages set forth herein are a reasonable approximation and the liquidated damages set forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth herein are a reasonable approximation and the liquidated damages are forth damages. of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Upon Tenant's request, Landlord will execute a separate recordable easement

evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges (b) for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord-agrees that it will not include a markup on the utility charges. Eandlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.
- (c) The Landlord reserves the right to perform maintenance on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility. Landlord shall provide Tenant with one hundred twenty (120) days advance written notice of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant to continue to operate, to the extent possible. If necessary, to continue Tenant's operations, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property Tenant Tenant to place temporary transmission and reception facilities on the Property Tenant Te

damage nor unreasonably interfere with the Landlord's operation, use, repair and maintenance of the Tower for its intended purpose.

(d) Landlord covenants that it will keep the Tower in good repair as required by all applicable laws. Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Landlord fails to make repairs required for compliance with FCC regulations, the Tenant may make the repairs and the costs thereof shall be payable to the Tenant by the Landlord on demand; provided, however, Tenant has first complied with the default and right to cure provision of Paragraph 15 of this Agreement. If the Landlord does not make payment to the Tenant within ten (10) days after such demand, the Tenant shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Tenant to the Landlord.

15. DEFAULT AND RIGHT TO CURE.

- (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
- (b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in-default beyond any applicable cure-period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.
- ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer this Agreement, without the approval or consent of Landlord, to Tenant's parent, affiliates, subsidiaries of its parent or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, which consent shall not to be unreasonably withheld, conditioned or delayed. Tenant may not sublease the Premises without the approval and consent of Landlord.
- 17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Landlord:

City of Darien

Attn: City Administrator 1702 Plainfield Road Darien, Illinois 60561

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

- (b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord
 - (i) a. Old deed to Property
 - b. New deed to Property
 - c. Bill of Sale or Transfer
 - d. Copy of current Tax Bill
 - e. New W-9
 - f. New Payment Direction Form
 - g. Full contact information for new Landlord including all phone numbers
- 18. <u>SEVERABILITY</u>. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.
- 19. <u>CONDEMNATION</u>. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes-all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.
- 20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Tower is damaged by fire or other casualty so as to render the Premises reasonably unsuitable for the permitted use of Tenant's Communication Facility, then either Tenant or Landlord may terminate this Agreement by providing written notice to the other party within sixty (60) days from the date of such damage of destructiond, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord undertakes to rebuild the Tower or if Tenant undertakes to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent for: (i) three (3) months from the date of such damage or destruction, or (ii) until such time as Tenant is able to activate a replacement transmission facility at another location or (iii) until the reconstruction of the Communication Facility as completed, whichever occurs first. If this Agreement has not been terminated and Landlord is undertaking the reconstruction of the Tower, Landlord agrees to use its reasonable efforts to permit Tenant to place

temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Tower is completed.

21. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. TAXES.

- Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property and all real property taxes levied and assessed against Tenant's leasehold interest in the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for the year covered by the assessment. Tenant shall reinnburse the Landlord for Tenant's proportionate share of the real estate taxes, upon timely receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises (excluding therefrom any unassessed square footage used by Tenant, e.g., the rooftop) relative to taxable portion of Landlord's entire parcel of real estate (using, in the case of building space, the net usable square footage of the building, and in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)); provided, however, that if such method results in an inequitable allocation of taxes to Tenant, in Tenant's reasonable opinion, the parties shall mutually agree upon a methodology for equitably allocating Tenant's proportionate share of taxes.. At the request of either party, the other shall provide evidence of payment of taxes and Tenant shall have the right to audit Landlord's books and records relating to taxes...
- (b) Tenant shall—have the right to contest all taxes, assessments, charges—and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. This right shall include the ability to institute any legal, regulatory, or informal action in the name of Landlord, Tenant, or both, with respect the valuation of the Premises. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within thirty (30) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

23. SALE OF PROPERTY.

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell or lease any areas of the Property on for the installation, operation or maintenance of other specific wireless communications facilities in such installation, operation or maintenance would materially interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole

discretion, any such testing to be at the expenses of Landlord or Landlord's prospective purchaser, and not Tenant. Any such testing shall be performed within thirty (30) days of notice from Landlord of its intent to sell or lease any part of the property for installation of other wireless telecommunications facilities. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant or in violation of FCC technical requirements, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

24. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.
- (b) Memorandum/Short Form Lease. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.
- (c) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- (e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.
- (g) Estoppel. Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchasen or encumbrance of the Premises The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii)

there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

- W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its (h) equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.
- No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

"T ANDI ORD"

WITNESSES:	"LANDLORD"
	The City of Darien, an Illinois corporation
Print Name:	
	Ву:
	Name:
	Its:
	Date:
	"TENANT"
	By: A M C I
	Name: Ari M Rubenstein

TENANT ACKNOWLEDGMENT

STATE OF New York) ss: COUNTY OF New York)	
On the <u>2nd</u> day of <u>October</u> Aci M. Rubenstein and acknowledge	of Wireless Internetwork, LLC the Tenant named
PATRICK J ROMANELLO Notary Public - State of New York NO. 01R06252315 Qualified in New York County My Commission Expires Dec. 5, 2015	Patrick & Romanulo Notary Public: Ne York My Commission Expires: 12/05/2015
LANDLORD ACKNO	OWLEDGMENT
STATE OF) ss: COUNTY OF)	
On the day of, who acknowledged use in the within instrument, and that he/she executed the and deed of the Landlord for the purposes therein contains	
	Notary Public:

EXHIBIT 1

DESCRIPTION OF THE PROPERTY

to the Agreement dated October 2nd, 20 12, by and between The City of Darien, an Illinois corporation, as Landlord, and Wireless Internetwork, LLC, as Tenant.

The Property is described and/or depicted as follows:

EXHIBIT 2

DESCRIPTION OF PREMISES

to the Agreement dated October 2nd, 2012, by and between The City of Darien, an Illinois corporation, as Landlord, and Wireless Internetwork, LLC, as Tenant.

The Premises are described and/or depicted as follows:

WITNESSES:	"LANDLORD"
Print Name:	The City of Darien, an Illinois corporation
Print Name:	By: Name: Its: Date:
Print Name: Gregory V. Pastore Ni	By: Print Name: An M. Rubenstein Its: Managing Partner Date: October 2 nd , 20 17

TENANT ACKNOWLEDGMENT

STATE OF New York) ss: COUNTY OF New York On the 2nd day of October, 2010, before me personally appeared Ari M Rubenstein, and acknowledged under oath that he/she is the Munuging Partner of Wireless Internetwork, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.
PATRICK J ROMANELLO Notary Public - State of New York NO. 01R06252315 Qualified in New York County My Commission Expires Dec. 5, 2015 LANDLORD ACKNOWLEDGMENT
LANDLORD ACKNOWLEDGMENT
STATE OF) ss: COUNTY OF)
On the day of, 2010 before me, personally appeared, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.
Notary Public:

CITY OF DARIEN MEMO

TO:

Administrative/Finance Committee Members

FROM:

Bryon D. Vana, City Administrator

DATE:

October 3, 2012

SUBJECT: Police Pension Fund Actuarial Report FYE 4-30-13

The staff will present the Police Pension Fund Actuarial Report for FYE 4-30-13. This report is the basis for the police pension tax levy that will be formally approved in December.

In summary, the report recommends a 2012 tax levy of \$1,115,282. Last year's approved levy was \$1,082,589. This year's recommended levy is approximately a 3% increase over last year. The 3 year budget forecast estimated a police pension levy of \$1,243,415 for the 2012 tax levy.



CITY OF DARIEN DARIEN POLICE PENSION FUND

Actuarial Valuation Report

For the Year

Beginning May 1, 2012

And Ending April 30, 2013

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INTRODUCTION

Police-sworn personnel of the City of Darien are covered by the Police Pension Plan that is a defined-benefit, single-employer pension plan. The purpose of this report is to disclose the Tax Levy Requirement and GASB Statements No. 25 & 27 financial information and related actuarial information for the year beginning May 1, 2012, and ending April 30, 2013.

The valuation results reported herein are based on plan provisions in effect as of May 1, 2012, the employee data furnished by the City, the financial data provided by the Fund's trustee and the actuarial methods and assumptions described later in this report. I hereby certify that this report is complete and accurate and fairly presents the actuarial position of the Fund as of April 30, 2012, in accordance with generally accepted actuarial principles and procedures. In my opinion, the assumptions used are reasonably related to the experience of the Plan and to reasonable expectations.

Respectfully submitted,

Timothy W. Sharpe, EA, MAAA Enrolled Actuary No. 11-4384

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SUMMARY OF RESULTS

There were no changes with respect to Plan Provisions, Actuarial Methods or Actuarial Assumptions from the prior year.

There were no unexpected changes with respect to the participants included in this actuarial valuation (0 new members, 0 terminations, 2 retirements, 0 incidents of disability, 1 deceased, annual payroll increase -4.3%, average salary increase 7.7%).

There were no unexpected changes with respect to the Fund's investments from the prior year (annual investment return 4.48%).

The City's Tax Levy Requirement has increased from \$1,082,589 last year to \$1,115,282 this year (3.0%). The increase in the Tax Levy is due to the increase in average salaries and the investment return was less than assumed, and was offset due to using 5-year market averaging. The Percent Funded has increased from 60.7% last year to 62.3% this year.

SUMMARY OF RESULTS (Continued)

· ·

n digi ya kulon nama nakin sa katesak sebenak baharan manyak na membake sikatabah sa terbenya sebuah sebenah b Baharan	au ves in Pausa		ear Ending opril 30	करूक परित्योगिक कृतिक स्वयंक्षण केलेसीका -
w ·		<u>2013</u>	-	<u>2012</u>
Tax Levy Requirement	\$	1,115,282	\$	1,082,589
		·	as of May 1	
		<u>2012</u>		<u>2011</u>
City Normal Cost		526,815		5 15,689
Anticipated Employee Contributions		293,081	•	3 06,198
Accrued Liability		32,785,742		31,056,795
Actuarial Value of Assets		20,431,441		18,838,718
Unfunded Accrued Liability/(Surplus)		12,354,301		12,218,077
Amortization of Unfunded Accrued Liability/(Surplus)		-515,505		496,076
Percent Funded		62.3%		60.7%
Annual Payroll	\$	2,957,431	\$	3,089,788

TAX LEVY REQUIREMENT

as of April 30

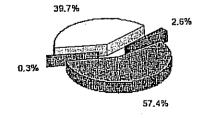
\$1,200
\$1,000
\$1,000
\$5,000
\$600
\$500
\$500
\$500
\$500

ACTUARIAL VALUATION OF ASSETS

grande i Maradan en er	as of May 1					
		<u>2012</u>		<u>2011</u>		
Money Market, NOW, IL Fund	\$	518,595	\$	3 62,156		
Certificates of Deposit		0		1,9 57,200		
Government Securities		11,455,440		9,5 54,992		
Insurance Contracts		55,646	•	53,046		
Mutual Funds		7,925,496		6,816,843		
Interest Receivable		93,540		98,539		
Miscellaneous Receivable/(payable)		(611)		<u>(4,059)</u>		
Market Value of Assets		<u>20,048,107</u>		<u>18,838,718</u>		
Actuarial Value of Assets	\$	20,431,441	\$			

FYE 2012 (Gain)/Loss: \$479,168

SUMMARY OF ASSETS As Of May 1, 2012



- Money Market, NOW, IL Fund Government Securities
- Insurance Contracts
- Mutual funds

ASSET CHANGES DURING PRIOR YEAR

Trust Balance as of May 1, 2011

\$ 18,859,363

Contributions

City 1,185,029

Employee <u>310.448</u>

Total 1,495,477

Payments

Benefit Payments 1,135,485

Expenses <u>23.996</u>

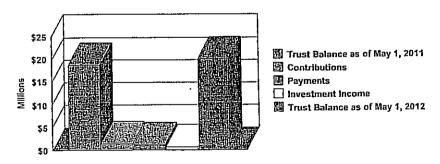
Total 1,159,481

Investment Income 852,748

Trust Balance as of May 1, 2012 \$ 20.04 8.107

Approximate Annual Rate of Return 4.48%

ASSET CHANGES DURING PRIOR YEAR



NORMAL COST

The Normal Cost is the actuarial present value of the portion of the projected benefits that are expected to accrue during the year based upon the actuarial valuation method and actuarial assumptions employed in the valuation.

			as of May 1	
		<u>2012</u>		<u>2011</u>
Total Normal Cost	\$	819,896	\$	821,887
Anticipated Employee Contributions	•	<u>293,081</u>		3 06,198
City Normal Cost		<u>526.815</u>		<u>515,689</u>
Normal Cost Payroll	\$	2,957,431	\$	3,089,788
City Normal Cost Rate		17.81%		16.69%
Total Normal Cost Rate		27.72%		26.60%

NORMAL COST As Of May 1, 2012



☑ Anticipated Employee Contributions☑ City Normal Cost

ACCRUED LIABILITY

 $\mathcal{L}_{\mathcal{F}_{\mathcal{F}}}$

The Accrued Liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and actuarial assumptions employed in the valuation. The Unfunded Accrued Liability is the excess of the Accrued Liability over the Actuarial Value of Assets.

		as of May 1	
Accrued Liability	<u>2012</u>		<u>2011</u>
Active Employees	\$ 15,872,675	\$	17,393,677
Children Annuities	168,702		- 0
Disability Annuities	1,965,570		1,9 <i>5</i> 7,534
Retirement Annuities	13,958,457		10,867,413
Surviving Spouse Annuities	820,338		838,171
Terminated Vested Annuities	<u>0</u>		<u>0</u>
Total Annuities	16,913,067		13,663,118
Total Accrued Liability	32,785,742		31 ,0 <i>5</i> 6,795
Actuarial Value of Assets	20,431,441		18,838,718
Unfunded Accrued Liability/(Surplus)	\$ 12,354.301	\$	<u>12,2 18.077</u>
Percent Funded	62.3%		60.7%

ACCRUED LIABILITY

As Of May 1, 2012

\$35

\$30

\$25

\$520

\$510

\$510

\$55

\$50

TAX LEVY REQUIREMENT

The Public Act 096-1495 Tax Levy Requirement is determined as the annual contribution necessary to fund the normal cost, plus the amount to amortize the excess (if any) of ninety percent (90%) of the accrued liability over the actuarial value of assets as a level percentage of payroll over a thirty (30) year period which commenced in 2011, plus an adjustment for interest. Prior to 2011, the amortization amount was equal to the amount to amortize the unfunded accrued liability as a level percentage of payroll over a forty (40) year period which commenced in 1993. Beginning in 2011, the amortization period has been reset to 30 years.

	For Year Ending April 30			
		<u>2013</u>		<u>2012</u>
City Normal Cost as of Beginning of Year	\$	526,815	\$	515,689
Amortization of Unfunded Accrued Liability/(Surplus)		515,505		496,076
Interest for One Year		<u>72,962</u>		<u>70,824</u>
Tax Levy Requirement as of End of Year	\$	<u>1,115,282</u>	\$	<u>1,082,589</u>
Public Act 096-1495 Tax Levy Requirement				
1) Normal Cost (PUC)		526,815		515,689
2) Accrued Liability (PUC)		32,785,742		31,056,795
3) Amortization Payment		378,701		369,980
4) Interest for One Year		63,386		61,997
5) PA 096-1495 Tax Levy Requirement (1 + 3 + 4)	\$	968,902		947,666

TAX LEVY REQUIREMENT For Fiscal Year Ending April 30, 2013



盔 City Normal Cost 園 Amortization of UAL/(S)

SUMMARY OF PLAN PARTICIPANTS

The actuarial valuation of the Plan is based upon the employee data furnished by the City. The information provided for Active participants included:

Name

Sex

Date of Birth

Date of Hire

Compensation

Employee Contributions

The information provided for Inactive participants included:

Name

Sex

Date of Birth

Date of Pension Commencement

Monthly Pension Benefit

Form of Payment

工具工程的通过内外

至17年中国四级1

Membership	<u>2012</u>	<u>2012</u>	<u>2011</u>	<u>2011</u>
Current Employees				
Vested	25		28	
Nonvested	<u>8</u>		8	
Total	<u>33</u>		<u>36</u>	
Inactive Participants	<u>A</u>	nnual Benefits		Annual Benefits
Children	2 \$	60,696	0 \$. 0
Disabled Employees	3	125,273	3	124,728
Retired Employees	13	1,009,907	11	794,606
Surviving Spouses	2	84,753	2	84,753
Terminated Vesteds	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	<u>20</u>	<u>1,280,629</u>	<u>16</u>	<u>1.004.087</u>
Annual Payroll	\$	2,957,431	\$	3,089,788

SUMMARY OF PLAN PARTICIPANTS (Continued)

والأخلال بالإعجا	"Age ai	id Service	<u>Distribu</u>	<u>tion</u>	Bell Yell da while a section is	التحديث والمحدودة والمحدودة		• •	
Service Age	0-4	5-9	10-14	15-19	20-24	25-29	30+	Total	Salary
20-24								4	72,395
25-29	. 2	2							•
30-34	2	3	4					9	83,236
35-39		1	5					6	87,025
40-44			1	1				2	92,071
				2	1	. 2		5	104,394
45-49				1	1	3		5	95,175
50-54				1	•	1	1	2	107,290
55-59				* * **		-1	1	2	101,200
60+									
Total Salary	<u>4</u> 66,153	<u>6</u> 84,472	<u>10</u> 88,074	<u>4</u> 94,982	<u>2</u> 100,194	<u>6</u> 103,516	<u>1</u> 103,837	<u>33</u>	<u>89.619</u>

Average Age:

39.9

Average Service:

14.4

DURATION (years)

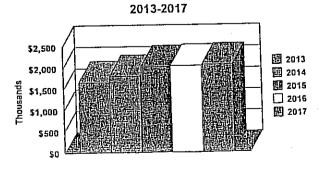
Active Members: 18.7 Retired Members:

9.7 All Members: 14.1

PROJECTED PENSION PAYMENTS

<u>2017</u>	<u> 2016</u>	<u> 2015</u>	<u>2014</u>	<u>2013</u>
\$2,088,116	\$2,047,739	\$2,036,369	\$1,831,741	\$1,681,242

PROJECTED PENSION PAYMENTS



SUMMARY OF PLAN PROVISIONS

The Plan Provisions have not been changed from the prior year.

The City of Darien Police Pension Fund was created and is administered as prescribed by "Article 3. Police Pension Fund - Municipalities 500,000 and Under" of the Illinois Pension Code (Illinois Compiled Statutes, 1992, Chapter 40). A brief summary of the plan provisions is provided below.

Employees attaining the age of (50) or more with (20) or more years of creditable service are entitled to receive an annual retirement benefit of (2.5%) of final salary for each year of service up to (30) years, to a maximum of (75%) of such salary.

Employees with at least (8) years but less than (20) years of credited service may retire at or after age (60) and receive a reduced benefit of (2.5%) of final salary for each year of service.

Surviving spouses receive (100%) of final salary for fatalities resulting from an act of duty, or otherwise the greater of (50%) of final salary or the employee's retirement benefit.

Employees disabled in the line of duty receive (65%) of final salary.

The monthly pension of a covered employee who retired with (20) or more years of service after January 1, 1977, shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least (55) years, by (3%) of the originally granted pension. Beginning with increases granted on or after July 1, 1993, the second and subsequent automatic annual increases shall-be calculated as (3%) of the amount of the pension payable at the time of the increase.

Employees are required to contribute (9.91%) of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than (20) years of service, accumulated employee contributions may be refunded without accumulated interest.

For Employees hired after January 1, 2011, the Normal Retirement age is attainment of age 55 and completion of 10 years of service; Early Retirement age is attainment of age 50, completion of 10 years of service and the Early Retirement Factor is 6% per year; the Employee's Accrued Benefit is based on the Employee's final 8-year average salary not to exceed \$106,800 (as indexed); Cost-of-living adjustments are simple increases (not compounded) of the lesser of 3% or 50% of CPI beginning the later of the anniversary date and age 60; Surviving Spouse's Benefits are 66 2/3% of the Employee's benefit at the time of death.

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ACTUARIAL METHODS

The Actuarial Methods employed for this valuation are as follows:

Projected Unit Credit Cost Method (for years beginning on or after 2011)

Under the Projected Unit Credit Cost Method, the Normal Cost is the present value of the projected benefit (including projected salary increases) earned during the year.

The Accrued Liability is the present value of the projected benefit (including projected salary increases) earned as of the actuarial valuation date. The Unfunded Accrued Liability is the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

Entry Age Normal Cost Method (for years beginning prior to 2011)

Under the Entry Age Normal Cost Method the Normal Cost for each participant is computed as the level percentage of pay which, if paid from the earliest age the participant is eligible to enter the plan until retirement or termination, will accumulate with interest to sufficiently fund all benefits under-the-plan. The-Normal-Cost for the plan is determined as-the-greater of a) the sum of the Normal Costs for all active participants, and b) 17.5% of the total payroll of all active participants.

The Accrued Liability is the theoretical amount that would have accumulated had annual contributions equal to the Normal-Cost been paid. The Unfunded Accrued-Liability is-the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

ACTUARIAL ASSUMPTIONS

The Actuarial Assumptions used for determining the Tax Levy Requirement and GASB Statements No. 25 & 27 Disclosure Information are the same and have not been changed from the prior year. The Actuarial Assumptions employed for this valuation are as follows:

Valuation Date

May 1, 2012

Asset Valuation Method

5-year Average Market Value

Investment Return

7.00%

Salary Scale

5.50%

Mortality

1971 Group Annuity Mortality Table

Withdrawal

State of Illinois DOI Experience Rates

Disability

State of Illinois DOI Experience Rates

Retirement

State of Illinois DOI Experience Rates (100% by Age 62)

Marital-Status

_80%_Married, Female-spouses 3-years-younger

Plan Expenses

None

<u>Age</u>	Mortality	<u>Withdrawal</u>	Disability	<u>Retirement</u>
20	0.05	6.00	0.07	•
30	0.81	5.10	0.10	
40	0.16	2.85	0.20	
50	0.53		0.52	20.00
60	1.31		0.60	83.33
62	1.59			100.00

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION

The Governmental Accounting Standards Board (GASB) issued Statements No. 25 & 27 that established generally accepted accounting principles for the annual financial statements for defined benefit pension plans. The required information is as follows:

Membership in the plan consisted of the following as of:

	April 30, 2012	April 30, 2011
Retirees and beneficiaries receiving benefits	20	16
Terminated plan members entitled to but not yet receiving benefits	0	. 0
Active vested plan members	25	28
Active nonvested plan members	<u>8</u>	<u>8</u>
Total	<u>53</u>	<u>52</u>
Number of participating employers	1	1

SCHEDULE OF FUNDING PROGRESS

					-U-AAL as a
Actuarial	Actuarial Accrued	Unfunded			Percentage
Value of	Liability (AAL)	AAL	Funded	Covered	of Covered
Assets	-Entry Age	(UAAL)	Ratio	Payroll	Payroll
<u>(a)</u>	<u>(b)</u>	<u>(b-a)</u>	<u>(a/b)</u>	<u>(c)</u>	<u>((b-a)/c)</u>
16,866,119	30,626,124	13,760,005	55.1%	3,282,075	419.2%
18,838,718	31,056,795	12,218,077	60.7%	3,089,788	395.4%
20,048,107	32,785,742	12,737,635	61.1%	2,957,431	430.7%
	Value of Assets (a) 16,866,119 18,838,718	Value of Assets (a) Liability (AAL) -Entry Age (b) 16,866,119 30,626,124 18,838,718 31,056,795	Value of AssetsLiability (AAL) -Entry Age (b)AAL (UAAL) (b-a)(a)(b)(b-a)16,866,11930,626,12413,760,00518,838,71831,056,79512,218,077	Value of Assets Liability (AAL) AAL Funded Assets -Entry Age (UAAL) Ratio (a) (b) (b-a) (a/b) 16,866,119 30,626,124 13,760,005 55.1% 18,838,718 31,056,795 12,218,077 60.7%	Actuarial Actuarial Accrued Unfunded Funded Covered Value of Liability (AAL) AAL Funded Covered Assets -Entry Age (UAAL) Ratio Payroll (a) (b) (b-a) (a/b) (c) 16,866,119 30,626,124 13,760,005 55.1% 3,282,075 18,838,718 31,056,795 12,218,077 60.7% 3,089,788

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION (Continued)

ANNUAL PENSION COST AND NET PENSION OBLIGATION

And the second s	April 30, 2012	April 30, 2011
Annual required contribution	1,174,292	1,103,909
Interest on net pension obligation	(4,485)	(3,724)
Adjustment to annual required contribution	<u>2,638</u>	<u>2.728</u>
Annual pension cost	1,172,445	1,102,913
Contributions made	1,185,029	<u>1,113,781</u>
Increase (decrease) in net pension obligation	(12,584)	(10,868)
Net pension obligation beginning of year	<u>(64,073)</u>	(53,205)
Net pension obligation end of year	<u>(76.657)</u>	<u>(64,073)</u>

THREE-YEAR TREND INFORMATION

Fiscal	Annual	Percentage	Net
Year	Pension	of APC	Pension
Ending	Cost (APC)	<u>Contributed</u>	<u>Obligation</u>
04/30/10	938,901	101.1%	(53,205)
04/30/11	1,102,913	101.0%	(64,073)
04/30/12	1,172,445	101.1%	(76,657)

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION (Continued)

FUNDING POLICY AND ANNUAL PENSION COST

Contribution rates:	*, 1/s.	
	40.07%	36.05%
City	9.91%	Same
Plan members	7.7170	•
Annual pension cost	1,172,445	1,102,913
Allitual pension cost		
Contributions made	1,185,029	1,113,781
•		
Actuarial valuation date	04/30/2012	04/30/2011
Actuarial cost method	Projected Unit Credit	Entry age
		0
Amortization period	Level percentage of pay, closed	Same
The state of the s	29 years	30 years
Remaining amortization period	Z) yours	50 , 500.5
-Asset valuation-method-	Market	_Same
-71000t variation incline		
Actuarial assumptions:		
Investment rate of return*	7.00%	Same
Projected salary increases*	5.50%	Same
•		
*Includes inflation at	3.00%	Same
Cost-of-living adjustments	3.00% per year	Same

AGENDA MEMO

Administrative/Finance Committee Meeting Date: October 8, 2012

Issue Statement

Approval of tax levy determination for general and special purposes for Fiscal Year 2012-2013.

Background/History

The process for setting a tax levy is to determine how much revenue to collect from the property tax, and request that the County levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the levy is more than 105% of the preceding year. Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. Nonetheless, we have approached the process this year with an underlying assumption that the Council will not increase property taxes for the combined general corporate purpose (general fund) and special corporate levy (police pension fund). Based on staff anticipating that assessed valuation will decrease city wide the tax rate will increase.

At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a "ceiling" amount, while allowing us to review the budget early next year and consider abatements to the original request. The council could also choose to levy a higher amount.

The attached ordinance requests a general corporate purpose (general fund) and special corporate levy (police pension fund) of \$1,617,850 which represents a 0% increase over this year's non-bond extension of \$1,617,850. Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however property owners will pay the same total amount they paid last year. I determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

Additionally, a levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2012 levy amount to pay for the principal and interest on these bonds totals \$1,000,302. Lastly, any abatement will be presented in conjunction with our budget review.

Staff/Committee Recommendation

Staff recommends approval of the levy determination and ordinances which:

- Set the City's 2012 general property tax levy and special corporate tax levy (police pension fund) at \$1,617,850
- Set the City's 2012 Special Service Area I property tax levy at \$5,000

Alternate Consideration

Levy different amounts.

Decision Mode

The tax levy determination will be on the October 15th, 2012 Council meeting for formal consideration.

This final ordinance will be on the December 3, 2012, City Council agenda for formal consideration.

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CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDIN.	ANCE	NO.	

AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2012,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013,
FOR THE CITY OF DARIEN, ILLINOIS

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS DAY OF DECEMBER, 2012

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this ______day of December, 2012.

AN ORDINANCE LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2012, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013, FOR THE CITY OF DARIEN, ILLINOIS

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

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

WHEREAS, the City Council of the City of Darien, Illinois, adopted the Annual Budget for the City of Darien, Illinois, for the Fiscal Year beginning on May 1, 2012, and ending on April 30, 2013, and which has been duly published.

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

SECTION 1: A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Darien be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the First day of May, 2012, and ending on the Thirtieth day of April, 2013.

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Purpose	Amount <u>Budgeted</u>	Derived From Other Sources	Amount <u>Levied</u>
For Department of Administration:			
For Salaries/Wages	629,693	629,693	0
For Dept. Expenses	348,974	348,974	0
For Police Department:			
For Salaries/Wages	6,085,809	5,583,241	502,568
For Dept. Expenses	1,210,862	1,210,862	0
For Community Development Dep	partment:		
For Salaries/Wages	375,270	375,270	0
For Dept. Expenses	136,687	136,687	0
For Public Works Department:			
For Salaries/Wages	918,723	918,723	0
Other Dept. Expenses	941,102	941,102	0
Total Amount Levied for Gener	al Corporate Purj	poses	<u>502,568</u>
Police Pension Fund		1,115,282 =	1,115,282
2006G.O. Bond Issue- Water Syst		195,057 =	195,057
2012G.O. Refunding Bond- Water		103,699 =	103,699
2007 B G.O. Bonds	-	498,400 =	498,400
2008 G.O. Bond- Capital Projects		202,320 =	202,320
Total Amount Levied for Special Corporate Purposes & Debt			<u>2,115,584</u>
TOTAL TAX LEVY FOR ALL	\$2,618,152		

SECTION 2: The City Clerk of the City of Darien is hereby directed to file with the County Clerk of the County of DuPage, a certified copy of this Ordinance as provided by law.

SECTION 3: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or

ORDINANCE NO.	
regarding a matter not delegated to municipalities by state law. It is the intent of the corporate	
authorities of the City of Darien that to the extent that the terms of this ordinance should be	
inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that	
regard within its jurisdiction.	
SECTION 5: This Ordinance shall be in full force and effect from and after its passage,	
approval and publication in pamphlet form, as required by law, and shall be known as Ordinance	
Number of the City of Darien, Illinois.	
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,	
DU PAGE COUNTY, ILLINOIS, this 3rd day of December, 2012.	
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE	ı
COUNTY, ILLINOIS, this 3rd day of December, 2012.	
•	
ATTEST: KATHLEEN MOESLE WEAVER, MAYOR	F.
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY-ATTORNEY COMMENT OF STREET OF S	SEC.

AGENDA MEMO Administrative/Finance Committee October 8, 2012

ISSUE STATEMENT

A resolution authorizing the destruction of audio recordings of closed executive session minutes.

BACKGROUND HISTORY

The Open Meetings Act requires governmental bodies to maintain verbatim record of closed meetings for eighteen months. After eighteen months, the recordings can be destroyed if the minutes are approved and the governmental body approves of the destruction of the tapes. If this resolution is approved, the audio tapes from the meetings of January 16, 2006, February 21, 2006, March 6, 2006, April 17, 2006, May 15, 2006, June 5, 2006, June 19, 2006, August 21, 2006, September 5, 2006, October 16, 2006, November 6, 2006, November 20, 2006, January 8, 2007, January 15, 2007, February 5, 2007, February 2, 2009, March 2, 2009, May 18, 2009, June 15, 2009, July 20, 2009, September 8, 2009, October 5, 2009, October 19, 2009, November 2, 2009, December 7, 2009, May 3, 2010, May 17, 2010, June 7, 2010 and October 4, 2010.

None of these tapes has ever been requested by a member of the public.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the resolution.

ALTERNATE CONSIDERATION

The alternate consideration would be to not approve the resolution at this time.

RESOLUTION NO.	

A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUTOIO RECORDINGS OF CLOSED EXECUTIVE SESSION MEETINGS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARTEN, DU PAGE COUNTY, ILLINOIS, as follows:

WHEREAS, the Open Meetings Act requires governmental bodies to record closed meetings; and

WHEREAS, the City of Darien has complied with that requirement; and

WHEREAS, the Open Meetings Act permits governmental bodies to destroy the verbatim record of closed meetings without notification to or the approval of a Records Commission or the State Archivist not less than eighteen (18) months after the completion of the meeting recorded, but only after:

- 1. It approved the destruction of a particular recording; and
- 2. It approved written minutes of the closed meeting.

WHEREAS, for the verbatim record by tape of the meeting(s) set forth in Section 1 of this Resolution, at least eighteen (18) months have passed since the completion of those meetings, and this governmental body has approved written minutes for each of the meetings set forth in Section 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: Based upon the statements made within this resolution, the City hereby orders the destruction of the verbatim record being audio tapes of the following closed Executive Session

	01/08/07	01/15/07	02/05/07	e e e e e e e e e e e e e e e e e e e	erent in the second of the second	
	06/19/06	08/21/06	09/05/06	10/16/06	11/06/06	11/20/06
meetings:	01/16/06	02/21/06	03/06/06	04/17/06	05/15/06	06/05/06

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	 -:-					
	02/02/09	03/02/09	05/18/09	06/15/09	07/20/09	09/08/09
	10/05/09	10/19/09	11/02/09	12/07/09		
	05/03/10	05/17/10	06/07/10	10/04/10		
SEC	TION 2: This	Resolution sha	all be in full for	ce and effect fro	om and after its p	assage and
approval as j	provided by la	W.				
PAS	SED AND AP	PROVED BY	THE CITY C	OUNCIL OF	THE CITY OF	DARIEN,
DUPAGE C	COUNTY, ILI	LINOIS, this _	day of Octo	ber, 2012.		
AYES:						
NAYS:						<u></u>
ABSENT:						
APP	ROVED BY	тне мачој	R OF THE CI	TY OF DARI	EN, DUPAGE	COUNTY,
ILLINOIS,	, this day o	of October, 201	2.			
			KATHLE	EN MOESLE V	WEAVER, MA	YOR
ATTEST:						
JOANNE E	E. RAGONA, (CITY CLERK				
APPROVE	D AS TO FOI	RM:				
CITY ATT	OBNEV	····				
CILIMII	OME					

RESOLUTION NO.