



DARIEN POLICE



JOSEPH MARCHESE
Mayor

GREG THOMAS
Chief of Police

EDWARD RENTKA
Deputy Chief – Operations Commander

1710 Plainfield Road
Darien, Illinois 60561-5044
Administration 630.971.3999
FAX 630.971.4326
Police Response 9-1-1
www.darien.il.us

POLICE COMMITTEE
February 18, 2020
6:00 P.M.
Police Department Training Room
1710 Plainfield Road

1. Call to Order
2. Public Comment and Communications
3. Approval of Meeting Minutes from January 20, 2020
4. Agenda Memo – Consideration of a resolution approving the purchase of Speer/Federal ammunition from Kiesler Supply in the amount of \$6,320.57.
5. Agenda Memo - A resolution to approve an Intergovernmental Agreement between the City of Darien and the Illinois Office of the Comptroller regarding access to the Comptroller's local debt recovery program.
6. Review of the Preliminary FYE2021 Police Department Budget
7. Next Meeting Date – March 16, 2020
8. Adjournment



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POLICE COMMITTEE
January 20, 2020
Regular Meeting Minutes
Police Department Training Room
1710 Plainfield Road

1. Call to Order
Chairman Joseph Kenny called the regular meeting of the Darien Police Commission to order at 6:00 p.m. In attendance were commissioners Lester Vaughan and Thomas Chlystek and Chief of Police Greg Thomas
2. Public Comment and Communications
Commissioner Vaughan brought to the committee concerns that he received from Darien residents in his district who were looking for answers about the recent incidents of home invasions and burglaries to motor vehicles. Chief Thomas reviewed the statistics of the recent criminal activity in Darien and noted that crime is actually down from 5 and 10 years ago. Chief feels that the recent use of social media to share crime activity may be contributing to a perception that crime is on the rise. A discussion ensued about officers' frustration about the no vehicle pursuit policy in Darien. Chief explained that the return of recovering low value items stolen from motor vehicles does not justify the high liability potential that occurs with vehicle pursuits. The potential for crashes, injury and vehicle damage for the City does not justify changing the vehicle pursuit policy. A discussion followed regarding the purchase of a Star Chase Pursuit Management System. Chief reviewed the pros and cons of the system and does not recommend it due to liability issues. To implement the device correctly police vehicles need to be in very close proximity to the fleeing car which increases the potential for crashes and injury.
3. Approval of Meeting Minutes from the November 18, 2019 meeting.
Chairman Kenny called for a motion to approve the minutes from the November 18, 2019 police committee meeting. Commissioner Chlystek motioned to approve seconded by commissioner Vaughan. The minutes were unanimously approved.
4. Agenda Memo – A resolution approving the payment of the Fiscal Year 2019 Police Reporting Management System (PRMS) equipment replacement contribution, operating expenses and cutover costs to DuPage County ETSB in the amount of \$24,153.41.

Chief Thomas reviewed with the committee that this new system was purchased from Hexagon through DuPage County in consortium with 37 other agencies. It was implemented in June of 2019. There are some hiccups with any new system, but overall it is working pretty well. Staff recommends paying this installment which is under budget estimates. Commissioner Vaughan motioned to approve seconded by commissioner Chlystek. The resolution was unanimously approved.

5. Next Meeting Date – February 18, 2020

6. Adjournment

Chairman Kenny called for a motion to adjourn. Commissioner Vaughan motioned to adjourn seconded by Commissioner Chlystek. The meeting was adjourned at 6:47 p.m.

Approved: _____
Date

Alderman: _____
Thomas Chlystek

Chairman: _____
Joseph Kenny

Alderman: _____
Lester Vaughan

AGENDA MEMO

Police Committee

February 18th, 2020

ISSUE STATEMENT

A motion authorizing the purchase of ammunition from:

- Kiesler's Police Supply in the amount of \$6,320.57
- Ray O'Herron in the amount of \$1,080

BACKGROUND/HISTORY

The police department is requesting to order all ammunition and training rounds requested for FYE20 budget, line item 01-40-4217. Sgt. Topel handles purchases for the firearms program and training. He researches availability and pricing. Ray O'Herron has the state contract on ammunition which can take up to 9 months or longer to receive. Some of the ammunition the department uses is not on state contract. Kiesler's Police Supply carries the other types of ammunition we need. This includes our duty ammunition and simunition marking rounds.

Proposals/Bids

Ray O'Herron		
	Quantity	Total
	Winchester Q4172 9mm practice (IL State Bid)	
	6 cases x \$180	\$1,080.00
TOTAL		\$1,080.00
Kiesler's Police Supply		
5.56	(XM 193) 12 cases x \$156.80	\$1,881.60
.40	Gold Dot (Duty) 1,000 rounds \$477.68/1,000	\$368.00
	Speer Gold Dot 9mm 147 1,000	\$327.75
5.56	Federal Ballistic Clean 4 cases x \$422.87	\$1,691.48
	Federal Ballistic Clean 9mm 2 cases x \$401.87	\$803.74
	CTS Super Sock Less Lethal 200 x \$5.00	\$1,012.00
	Force on Force 9mm Blanks 500 (IL State Bid)	\$236.00
TOTAL		\$6,320.57

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of a motion authorizing the purchase of ammunition from:

- Kiesler's Police Supply in the amount of \$6,320.57
- Ray O'Herron in the amount of \$1,080.00

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the March 2nd, 2020 agenda for formal Council consideration and approval.



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer
 DARIEN POLICE DEPARTMENT
 1710 PLAINFIELD ROAD
 ATTN: ROSE GONZALEZ
 DARIEN, IL 60561

Ship-to Address
 DARIEN POLICE DEPARTMENT
 SGT. JAMES TOPEL
 1710 PLAINFIELD ROAD
 ATTN: ROSE GONZALEZ
 DARIEN, IL 60561

Your Reference
 Bill-to Customer No. L03762
 Tax Registration No.

 No. Q108991
 Document Date January 9, 2020
 Due Date February 8, 2020
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method

Salesperson
 Email
 Home Page
 Phone No. RONI

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	IL CONTRACT: 53962, 53619, XM193	0	EACH	0.00	0
SPEER53962	SPEER GOLD DOT 40S&W 180GR GDHP 1000RD/CASE 50RD/BOX	1	CASE	368.00	368
SPEER53619	SPEER GOLD DOT 9MM 147 GRAIN HOLLOW POINT 1000RDS/CASE, 50RDS/BOX	1	CASE	327.75	327.75
CTS2581	CTS 12GA SUPER SOCK BEAN BAG ROUND ***MUST ORDER QUANTITIES OF (5)*** ***PRICED INDIVIDUALLY***	200	EACH	5.00	1,000
FEDEBC9NT3	FED#BC9NT3 9MM LUGER 100GR BLLSTCLN CQT, FRANGIBLE 1000RDS PER CASE 50RDS PER BOX 20 BOXES PER CASE	2	CASE	401.87	803.74
FEDEBC223NT5A	FEDERAL BALLISTICLEAN 223CAL 55GR 500-RDS PER CASE BAG ROUNDS	4	CASE	422.87	1,691.48
FEDEXM193	FEDERAL 5.56MM 55GR MC/BT 500RD/CS 20RD/BOX	12	CASE	156.80	1,881.6
SPEERFF9BLK2	SPEER FORCE/FORCE 9MM BLANK 500-ROUNDS PER CASE	1	CASE	236.00	236
SHIPPING	Shipping AMMO SHIPS FREE; FREIGHT CHARGE IS FOR BEAN BAG ROUNDS.	1	EACH	12.00	12
Amount Subject to Sales Tax		0.00	Subtotal		6,320.57
Amount Exempt from Sales Tax		6,320.57	Total Tax		0.00
			Total \$ Incl. Tax		6,320.57
			Tax Amount		0.00



KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

Quotation / Order Form

Ray O'Herron Co.

Date: 1/17/2020

Quotation #O120

Darien Police

Attn: Jim Topel

Phone#

Fax#

Order Information;

PO #

Name / Badge #

Price effective through: April 30st. 2020

Ray O'Herron is pleased to submit the following proposal:

Terms: Net **30** Days

ITEM#	QTY	DESCRIPTION	PRICE	TOTAL
Winchester Quote				
Q4172	6	9mm, 115gr. FMJ 1k Rnds. 6k Rnds. (In stock as of today)	\$180.00	\$1,080.00
RA223SF	2	Frangible 223Rem., 55gr. SF 2k Rnds. (On back order could be 90+ days or longer.)	\$725.00	\$1,450.00

We look forward to your order

Prepared By: Dan Yara

Sales Representative

Email: dpyara@comcast.net

Office #708-532-5712

Fax #708-532-5714

Cell #708-710-3396

AGENDA MEMO
Police Committee
February 18, 2020

ISSUE STATEMENT

A resolution to approve an Intergovernmental Agreement between the Illinois Office of the Comptroller (IOC) and the City of Darien (local unit) for access to the Comptroller's local debt recovery program.

BACKGROUND/HISTORY

The IOC operates a system known as the Comptroller's Offset System (hereinafter, "the System"), for collection of debt owed the State by persons receiving payments from the State.

The Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d].

The purpose of this agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State's tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

For the purposes of this agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the March 2nd, 2020, City Council agenda for formal consideration.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF DARIEN
REGARDING ACCESS TO THE COMPTROLLER’S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the City of Darien (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.
- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

- (vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,
- (viii) the date of final determination of the debt.
- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.
- (b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.
- (e) For purposes of this Agreement, “chief officer of the local unit” means the Accounting Manager.
- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

- 1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
- 2. Fee. A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
- 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.
5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.
6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 630/852-5000.
7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if

an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Cesar Orozco, Director – Department of Government and Community Affairs
2. Local Unit: Bryon Vana, City Administrator - City of Darien

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: John Gay, General Counsel
Illinois Office of the Comptroller
100 W. Randolph St, Suite 15-500
Chicago, Illinois 60601
Phone: 312/814-5783
Fax: 312/814-0957
E-mail: John.Gay@illinoiscomptroller.gov

Local Unit: John B. Murphey, City Attorney
Rosenthal, Murphey, Coblenz + Janega
30 N. LaSalle suite 1624
Chicago, Illinois 60602
Phone: 312/541-1072
Email: Jmurphey@rmcj.com

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the City of Darien. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of Darien by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Susana A. Mendoza

Title: Comptroller

CITY OF DARIEN

By: _____

Date: _____

Name: Joseph A. Marchese

Title: Mayor