

PRESIDENT  
Dr. James L. Discipio

VILLAGE MANAGER  
Julia A. Cedilio

VILLAGE CLERK  
Amanda G. Seidel



TRUSTEES  
Rimas V. Kozica  
Scott F. Mesick  
Patricia B. Rocco  
Marshall Seeder  
Susan M. Storcel  
LaVelle Topps

## VILLAGE BOARD MEETING

Tuesday, AUGUST 28, 2012 – 7:30 p.m.

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### AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Swearing-In Village Treasurer (Chad Chevalier)**
5. **Public Participation (Agenda Related Items *Only*)**
6. **Consent Agenda (Roll Call Vote)**
  - A. Approval of Minutes
    - (i) Village Board Meeting – July 24, 2012
    - (ii) Executive Session Meeting – July 24, 2012
    - (iii) Special Village Board Meeting – August 6, 2012
    - (iv) Executive Session Meeting – August 6, 2012
    - (v) Work Session Meeting – August 14, 2012
    - (vi) Executive Session Meeting – August 14, 2012
  - B. Action – Motion to Approve a Resolution Approving Rebate Agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO) and Illinois Clean Energy Community Foundation (ICE), for the Upgrade of the Water Plan and Public Works Garage Interior Lighting Project
  - C. Action – Motion to Authorize the Village President to Execute an Agreement with Twin Supplies for the labor and materials required to perform lighting upgrades at the Water Plant and the Public Works Garage area
  - D. Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers
  - E. Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and September 25, 2012 subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on September 25, 2012.
7. **Village Manager's Report**
8. **Administration Committee** – Susan Storcel, Chairwomen
  - A. Monthly Report

**VILLAGE BOARD MEETING**  
**Tuesday, AUGUST 28 – 7:30 p.m.**

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**AGENDA (continued – Page 2**

9. **Building & Zoning Committee** – Rimas Kozica, Chairman
  - A. Monthly Report
10. **Engineering & Capital Projects Committee** – Marshall Seeder, Chairman
  - A. Monthly Report
11. **Public Safety Committee** – LaVelle Topps, Chairman
  - A. Monthly Report– Police Department
  - B. Monthly Report – Fire Department
12. **Public Works Committee** – Scott Mesick, Chairman
  - A. Monthly Report – Public Works Department
  - B. Monthly Report – Water Department
13. **Finance Committee** – Patricia Rocco, Chairwoman
  - A. Monthly Report
14. **Other Reports**
  - A. Village Clerk
  - B. Village Treasurer
  - C. Village Engineer
  - D. Village Attorney
  - E. Committee and Collectors Report

Action – Motion to Approve Committee and Collectors Report as Presented
15. **Village President**
  - A. Appointment & reappointment of members to the Youth Commission
  - B. Proclamation National Assisted Living Week 2012 (Sept. 9 – 15)
16. **Public Participation (Non-Agenda Related Items Only)**
17. **New Business**
18. **Executive Session**
19. **Adjourn**

*Village Work Session Meeting: September 11, 2012*  
*Next Village Board Meeting: September 25, 2012*

## **Consent Agenda Items**

## Village Board Agenda Memo

**Date:** August 6, 2012

**To:** Village President and Board of Trustees

**From:** Brendan McLaughlin, Director of Public Works *BSM*  
Julia Cedillo, Village Manager *JC*

**Re:** Illinois Clean Energy & DCEO Grants for Lighting Upgrades at Water Plant and Public Works Garage

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### GENERAL BACKGROUND

Village Staff has consulted with Twin Supplies Limited regarding energy efficiency lighting for the Water Plant, and areas of the Public Work's building/garage which are not part of the possible renovation of the facility. Most of the lighting fixtures in the buildings are original and are in need of replacement. All outside fixtures would be replaced, and the interior fixtures would be upgraded to a more efficient fixture.

Village Staff researched opportunities for fixture replacement through available grant programs, and became aware of grant services offered by Twin Supplies who performed similar work at the Village Hall last year. Twin Supplies, Ltd. is a certified SEDAC (State of Illinois) Trade Ally. They partner with DCEO (Department of Commerce and Economic Opportunity) and Commonwealth Edison to facilitate significant monetary incentives for organizations to upgrade to energy efficient lighting systems.

Through the efforts of Twin Supplies Ltd., the Public Works Department was notified on July 31, 2012, of a grant award for Public Sector Energy Efficiency for the upgrade of lighting at the Water Plant and Public Works facilities. The rebate award from the Illinois Department of Commerce and Economic Opportunity (DCEO) is in the amount \$7,387.00. A second grant from the Illinois Clean Energy Community Foundation (ICE) for energy efficient upgrades, in the amount of \$3,772.00, has also been received. Both awards have progressed to a position where those agencies have now presented grant agreements for review and signature.

These funds are legislative discretionary funds, requiring no matching monies from La Grange Park. These awards will cover all but \$1,248.30 of the project cost, and include the equipment and labor for the upgrading of lighting fixtures, including the environmentally proper disposal of the old ballasts and bulbs. There are funds available in the Water Fund Distribution Fund and the Public Works budget to cover the \$1,248.30 project cost.

In order to receive the funds, the DCEO and ICE Grant Agreements will require the signature of the Village President. The Village must also approve a Contract Agreement with Twin Supplies; the company that has completed the grant application process, helped secure the funds, and will do the procurement and labor through completion. The program budgets, scope of work, grant fund control requirements, are included in the DCEO Pre-approval Application.

### **MOTION/ACTION REQUESTED**

- Motion to approve the Resolution Approving the DCEO Rebate Agreement and ICE Grant Agreement for the Water Plant and Public Works Lighting Upgrade Project.
- Motion to authorize the Village President to execute an agreement with Twin Supplies for the labor and materials required to perform lighting upgrades at the Water Plant and the Public Works Garage area.

### **RECOMMENDATION**

Staff recommends that the Village Board authorize the Village President to sign the following:

- DCEO Formal Notice to Proceed (App 4761) dated July 31, 2012
- ICE Grant Agreement (Request ID 5959) dated April 30, 2012
- Village of La Grange Park Contract Agreement with Twin Supplies, Ltd.

### **DOCUMENTATION**

- Resolution Approving the DCEO Rebate Agreement and ICE Grant Agreement for the Water Plant and Public Works Lighting Upgrade Project.
- DCEO Formal Notice to Proceed (App 4761) dated July 31, 2012\*
- ICE Grant Agreement (Request ID 5959) dated April 30, 2012
- Village of La Grange Park Contract Agreement with Twin Supplies, Ltd.

*\*Due to the size of the DCEO Grant Application, it is not being included. If you would like to receive a copy of the application, please contact Brendan McLaughlin.*

**RESOLUTION NO. 12-15**

**RESOLUTION APPROVING REBATE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) and ILLINOIS CLEAN ENERGY COMMUNITY FOUNDATION (ICE), FOR THE UPGRADE OF THE WATER PLANT AND PUBLIC WORKS GARAGE INTERIOR LIGHTING PROJECT**

WHEREAS, the Village of La Grange Park was the recipient of a Legislative Rebate Award as part of the Illinois Public Sector Energy Efficiency Program 2012-2013 for the retrofit and related expenses related to the upgrading of lighting fixtures for the Water Plant and Public Works garage buildings located at 937 Barnsdale Road, and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (DCEO) notified the Village of La Grange Park on July 31, 2012, of the rebate award available in the amount of \$7,387.00 toward the completion of this project. Prior to receiving the funds, the DCEO has required the execution of a Notice to Proceed (App 4761) dated July 31, 2012; and

WHEREAS, the Illinois Clean Energy Community Foundation (ICE) notified the Village of La Grange Park on April 30, 2012, of a grant in the amount of \$3,772.00 toward the completion of the project. Prior to receiving the funds, the ICE has required the execution of a Grant Agreement (Request ID 5959) dated April 30, 2012.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of LaGrange Park, Illinois, as follows:

1. That the Village of La Grange Park hereby approves DCEO Notice to Proceed (App 4761) and the ICE Grant Agreement (Request ID 5959), attached hereto.
2. The Village President is authorized to execute these agreements.
3. The Village Manager is authorized and directed to take such further actions as deemed necessary and appropriate to implement and administer this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 28<sup>th</sup> day of August 2012.

AYES:

NOS:

ABSENT:

Approved this 28<sup>th</sup> day of August 2012.

\_\_\_\_\_  
Dr. James L. Discipio, Village President

ATTEST:

\_\_\_\_\_  
Amanda G. Seidel  
Village Clerk

APPROVED AS TO FORM-  
VILLAGE ATTORNEY – \_\_\_\_\_



Illinois Department of Commerce & Economic Opportunity

Pat Quinn, Governor • David Vaught, Acting Director

July 31, 2012

Mr. Richard Radde, water operator  
Village of LaGrange Park  
937 Barnsdale Rd  
LaGrange Park, IL 60526-2006

Re: 4761 Village of LaGrange Park

Dear Mr. Radde:

The Department is in receipt of your Public Sector Energy Efficiency Pre-approval Application to improve energy efficiency at the Village of LaGrange Park. Your Application 4761 has been reviewed and was found to meet all the necessary requirements to proceed with the proposed project. Please refer to **APP 4761** for all correspondence regarding this project.

This letter will serve as your formal Notice to Proceed for this project. Funds reserved for your project are estimated to be \$7,387.00. The Final Application and the final documentation must be submitted by May 15, 2013 to ensure processing. **It is your responsibility to verify that equipment meets the required specifications.** Appropriate Program Specifications should be provided to the vendor before you purchase equipment.

Please be advised that final documentation must include required Payment Year 2012-2013 documents (see [www.ilenergynow.org](http://www.ilenergynow.org) for the latest version) to include: final application form, signed certification form and copies of related invoices. Your facility may be selected for a verification site visit.

Please indicate your agreement with these terms by signing this letter and returning to Rajiv Narielwala, DCEO State Energy Office, 500 E. Monroe 11<sup>th</sup> FL, Springfield, IL 62701. Scanned letters can be submitted to [rajiv.narielwala@illinois.gov](mailto:rajiv.narielwala@illinois.gov) or faxed to 217/785-2618.

Sincerely,

Rajiv Narielwala

PSEE Program

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

(Signature)

August 28, 2012

(Date)

Dr. James L. Discipio

Village President (Printed Name)

[www.idceo.net](http://www.idceo.net)

500 East Monroe  
Springfield, Illinois 62701-1615  
217/782-7500 • TDD: 800/785-6055

James R. Thompson Center  
100 West Randolph Street, Suite 3-400  
Chicago, Illinois 60601-3219  
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118  
Marion, Illinois 62959-1180  
618/997-4394 • TDD: 800/785-6055

Printed on Recycled and Recyclable Paper



April 30, 2012

Mr. Phil Kubiszal  
Deputy Chief of Police  
Village of LaGrange Park  
447 N. Catherine Avenue  
LaGrange Park, IL 60526

Re: **Request ID: 5959**  
Public Works Lighting Upgrade

Dear Mr. Kubiszal:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of \$3,772 to the Village of LaGrange Park ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. If the Grantee agrees to the terms and conditions in the agreement, please return one complete counter-signed copy of the Agreement no later than two months from the date of this agreement. Contact the Foundation if you have any questions.

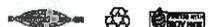
Duration and Payment of Grant

This grant is to be used during the period May 1, 2012 through ~~May 31, 2012~~ <sup>April 30, 2013</sup> (the "Grant Period"). Upon satisfactory completion of the Project as defined herein, the Foundation will make a single payment to the Grantee based on the number of kilowatts of electricity demand reduced as a result of the Project as completed, but not more than \$3,772 or the total resulting cost of the project. If the resulting wattage reduction is less than ~~0.00~~ 7.44 kilowatts, as estimated in the application materials submitted to the Foundation by the Grantee, the amount of the grant may be reduced on a pro-rated basis to reflect the actual reduction. The grant amount will not be increased in the event that the Project yields a greater wattage reduction than estimated in the grant application.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.



### Purpose and Use of Grant

This grant is for the Public Works Lighting Upgrade (the "Project") described in the Project proposal and budget submitted to the Foundation by the Grantee and dated February 9, 2012. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

### Reporting Requirements

An **Interim Report** shall be submitted 6 months from the start date of this Agreement no later than October 31, 2012. The Interim Report shall include an update on project activity including construction – if started. If construction has not started 6 months from the date of this grant award, a detailed explanation must be provided that includes an update on project financing and expected construction start.

If the term of the grant extends beyond the grant expiration date due to substantial delays in project construction and completion, additional Interim Reports may be required if deemed necessary by the Foundation. In such circumstances, additional report(s) should be provided in six month increments after the initial Interim Report is submitted on October 31, 2012.

**Upon completion of the Project to the Grantee's satisfaction, the Grantee shall provide the Foundation with the various documents identified in Exhibit A attached hereto (the "Grantee Documents Required for Payment") as part of the Final Report. Promptly upon the Foundation's receipt of the Grantee Documents Required for Payment in form and substance satisfactory to the Foundation, the Foundation will send to the Grantee a check in the amount specified in the Duration and Payment of Grant section of this Agreement.**

### Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

#### Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

#### Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. **If the Grantee is not a unit of government, it agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

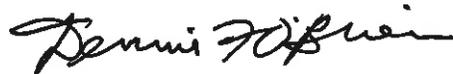
#### The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at bromo@illinoiscleanenergy.org.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien  
Executive Director

Attachment: Exhibit A – Grantee Documents Required for Payment

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee Village of La Grange Park  
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee Dr. James L. Discipio

Title of Signer Village President

Authorized Signature \_\_\_\_\_  
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed August 28, 2012



# Illinois Clean Energy

community foundation

2 North LaSalle Street • Suite 1140 • Chicago IL 60602  
312.372.5191 • fax 312.372.5190 • www.IllinoisCleanEnergy.org

## Exhibit A

### Grantee Documents Required for Payment

#### DOCUMENTS REQUIRED IMMEDIATELY

To accept the grant offered by the Foundation, the Grantee must return one complete, counter-signed copy of the Grant Agreement within one month from the date of this letter. Please keep the second copy of the Agreement for your records.

#### DOCUMENTS REQUIRED UPON PROJECT COMPLETION

Upon completion of the Lighting Upgrade Project to the Grantee's satisfaction, the Grantee must send the Foundation a signed letter on organization letterhead that:

1. confirms the Grantee's acceptance of the Project system hardware and installation as complete and satisfactory;
2. requests that the grant be paid, specifying the exact amount requested; and
3. briefly reports on any educational efforts used to inform facility users or the general public about the benefits of the energy efficient lighting upgrade.

As attachments to that letter, the Grantee must provide the following documentation:

4. a detailed **updated** list of the quantity(ies) and type(s) of all indoor lighting equipment removed and new/retrofit systems installed as part of the Project; (see notes below)
5. a copy of the final itemized invoice(s) from and/or check(s) issued to all vendors involved in the Project, showing amounts already paid and amounts still owed; this may also include a summary of the hours and total costs of any in-house labor used to complete the Project; in sum, these documents should reflect the total resulting cost of the Project *for each facility upgraded*; and
6. a summary **updated** calculation of the electricity demand reduction, in watts or kilowatts, resulting from the Project, as completed, *for each facility upgraded*. (see notes below)

#### (Notes:

- a. The wattage savings due to work that is not eligible to be supported with this grant, such as upgrades to outdoor fixtures or the replacement of incandescent bulbs with "screw-in" compact fluorescent bulbs, should NOT be included in this calculation).
- b. Regarding documentation requirements #4 and #6; updated information reflecting actual lighting upgrade work performed and corresponding reduction in watts or kilowatts must be provided. A copy of documentation provided with the original funding application will not be accepted as evidence of compliance with these requirements.

## **VILLAGE of LAGRANGE PARK CONTRACT**

THIS AGREEMENT ("Agreement"), made and entered into as of this \_\_\_\_ day of August, 2012, by and between the: **VILLAGE OF LA GRANGE PARK**, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and **TWIN SUPPLIES, LTD.**, a contractor authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR"):

### **RECITALS**

**WHEREAS**, the VILLAGE seeks to retain CONTRACTOR to provide **lighting upgrade services** as funded by certain grants described below; and

**WHEREAS**, CONTRACTOR has been chosen to provide these services for the VILLAGE; and

**WHEREAS**, the CONTRACTOR acknowledges that this Agreement is specifically for those services as defined herein; and

**WHEREAS**, this Agreement shall be in full force and effect until May 31, 2013, subject to either party's right to terminate the Agreement upon 30 days' prior written notice for any reason.

**NOW, THEREFORE, IN CONSIDERATION** of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **I. DESCRIPTION OF WORK**

CONTRACTOR'S Work performed under this Agreement shall consist of the installation of new or retrofitted energy efficient lighting on the exterior and interior of the **PUBLIC WORKS FACILITY** (all buildings include Water Plant, Garages, Fuel Area, Storage Buildings, and the North/South portion of the Public Works Facility) as more fully described in Twin Supplies, Ltd. Estimate #Proj. 1600 dated 6/18/12, attached hereto as Attachment A.

#### **II. PAYMENT FOR WORK**

CONTRACTOR acknowledges that VILLAGE has been awarded an Incentive Grant from the Illinois Department of Commerce and Economic Opportunity ("DCEO") and an Incentive Grant from the Illinois Clean Energy Community Foundation ("ICE") to be applied towards Twin Supplies Estimate #Project 1600. CONTRACTOR agrees that DCEO shall not issue payment to the VILLAGE for the Work until all prerequisites set forth in the DCEO Formal Notice to Proceed dated July 31, 2012 (APP 4761) and ICE Rebate Agreement dated April 30, 2012 (Request ID5959) have been fully satisfied.

CONTRACTOR shall, at its sole cost, prepare all documentation required by DCEO and ICE to substantiate the Work and obtain payment from DCEO and ICE for those portions of the Work that DCEO and ICE have agreed to fund. VILLAGE shall cooperate with CONTRACTOR to prepare and submit all such documentation. Within 5 business days of the VILLAGE's receipt of payment from either DCEO or ICE relating to the Work, the VILLAGE shall issue payment to CONTRACTOR in the exact amount of funds received from DCEO and ICE, respectively. CONTRACTOR agrees that VILLAGE shall be obligated to pay CONTRACTOR for the balance

shown due on the Twin Supplies Estimate Project 1600 dated 6/18/12 (Attachment A), in the amount of \$1,248.30. To the extent that grant funds are not received from DCEO and/or ICE, CONTRACTOR shall not be paid for those funds by the VILLAGE.

### **III. STANDARDS**

CONTRACTOR will provide all labor, tools and equipment needed to perform the Work in a timely manner as directed and evaluated by the Director of Public Works. Services will be performed in a good and workmanlike manner. The Director of Public Works shall have the right to terminate this Agreement by written notice to CONTRACTOR if the Director of Public Works can show reasonable evidence that any portion of CONTRACTOR's Work is unsatisfactory.

### **IV. DAMAGE TO PROPERTY**

CONTRACTOR shall be responsible for any property damage caused during its performance of services described in this Agreement. CONTRACTOR will correct any such damage at CONTRACTOR's expense, to the reasonable satisfaction of the Director of Public Works. CONTRACTOR must inform the Director of Public Works in writing of any damages caused and the manner in which they will be repaired. All damages shall be corrected within one week of the occurrence.

### **V. CONTRACT DURATION**

- A. This Agreement shall be in full force and effect until May 31, 2013, subject to either party's right to cancel upon 30 days' notice for any reason.
- B. The VILLAGE may terminate this Agreement "for cause" at any time upon CONTRACTOR'S failure to perform, including, but not limited to:
  1. Filing of bankruptcy by CONTRACTOR.
  2. Failure of CONTRACTOR to provide the services described in this Agreement in accordance with the specifications and standards contained herein, in which case no notice is required.

### **VI. INSURANCE AND INDEMNIFICATION**

- A. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance coverage limits:
  1. Workers' Compensation Insurance as prescribed by Illinois Statute
  2. General Liability Insurance:
    - \$1,000,000 per occurrence
    - \$2,000,000 aggregate
  3. Property Damage Liability Insurance:
    - \$1,000,000 per occurrence
    - \$2,000,000 aggregate
  4. Vehicle Liability:
    - \$500,000 per occurrence

- B. The CONTRACTOR shall include subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.
- C. The CONTRACTOR shall furnish a certificate of insurance verifying the existence of the aforementioned coverage's. Further, the VILLAGE shall be named as additional insured on each policy for any liability arising out of the CONTRACTOR'S work. For purposes of this Agreement, "arising out of the CONTRACTOR'S work" shall mean:
  - 1. Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VI. Section D. below; and/or
  - 2. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
- D. The CONTRACTOR shall indemnify and forever hold harmless, including the payment of reasonable attorneys fees and court costs, the VILLAGE, its agents, officials and employees against any and all claims for injuries, death, loss damages, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, costs and expenses arising from or related in any way to the alleged negligence or act or omission of the CONTRACTOR or its employees, agents, servants, subcontractors or suppliers in connection with performance of this Agreement.
- E. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend any and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, its agents, officials and employees.

**VII. FEDERAL, STATE and VILLAGE LAWS**

- A. The CONTRACTOR shall comply with all Federal, State and VILLAGE Laws.
- B. The CONTRACTOR shall comply with all Federal and State guidelines governing equal employment opportunities.
- C. The Village has adopted an ordinance governing the prevailing rate of wages paid for work performed by contractors in the Village for public works as defined in the Prevailing Wage Act (820 ILCS 130). To the extent that the Prevailing Wage Act is applicable to the services provided under this Agreement, the CONTRACTOR may be subject to some or all of the following provisions of the Prevailing Wage Act:
  - 1) Guarantee the faithful performance of such Prevailing Wage Act;
  - 2) That not less than the prevailing rate of wages as found by the Village or Illinois Department of Labor, or determined by the court on review, shall be paid to all laborers, workers, and mechanics performing work;
  - 3) A requirement to submit to the Village on a monthly basis for the duration of the contract, a Certified Transcript Payroll that must include every worker employed to accomplish the work as specified in the contract. Said Certified Transcript of Payroll shall include every worker's name, address, telephone

- number, social security number, job classification, hourly wages paid in each pay period, and number of hours worked each day; and
- 4) Each Certified Transcript of Payroll shall include a statement signed by the CONTRACTOR or subcontractor which avers that such records are true and accurate, and the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act.

**VIII. NOTICES**

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be delivered to the addressee at the address set forth below.

Village of La Grange Park  
447 N. Catherine Ave.  
La Grange Park, Illinois 60526  
Attention: Brendan McLaughlin, Director of Public Works

- B. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Twin Supplies, Ltd.  
1010 Jorie Boulevard, Suite 124  
Oak Brook, Illinois 60523  
Attention: Chris Skokna

**IX. TERMS**

- A. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore.
- C. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the VILLAGE and the CONTRACTOR.

**X. MISCELLANEOUS**

- A. The CONTRACTOR covenants and agrees to comply at all times with all applicable laws, ordinances and regulations in the performance with and in any manner related to the CONTRACTOR's rights, duties, obligations and operations under this Agreement. The CONTRACTOR shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
- B. The CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

- C. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- D. Applicable law: This Agreement shall be interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement by its duly appointed agent, and the VILLAGE has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

**VILLAGE OF LA GRANGE PARK**

**CONTRACTOR:  
TWIN SUPPLIES, LTD.**

By: \_\_\_\_\_  
Dr. James L. Discipio  
Village President

By: \_\_\_\_\_  
Chris J. Skokna  
Its:

Attest: \_\_\_\_\_  
Amanda G. Seidel  
Village Clerk

Attest: \_\_\_\_\_

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

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

*APPROVED AS TO FORM  
Village Attorney C. Keating 8/9/12*

# TWIN SUPPLIES, LTD.

*High Efficiency Lighting*

CHRIS SKOKNA 1010 JORIE BLVD, STE 124 OAK BROOK, IL 60523  
 PHONE: (708) 609-0784 FAX: (630) 537-1045 EMAIL: chrisjmj@comcast.net

## Estimate

Date	Estimate #
6/18/2012	Proj. 1600

VILLAGE OF LA GRANGE PARK 937 BARNSDALE ROAD LA GRANGE PARK, IL 60526
---

Ship To
VILLAGE OF LA GRANGE PARK 937 BARNSDALE ROAD LA GRANGE PARK, IL 60526

Item	Description	Qty	Rep		Project	
			Rate	Total	Rate	Total
LUMECON-G2-LWP3-1-...	LED MINI WALL PACK 11.5 WATT ***** BLUE LED ***** 90,000 HRS. L70 LUMINAIRE LIFETIME 7 YR. UNMATCHED WARRANTY	9	198.00	1,782.00		
LUMECON-33W CUT-OFF	LUMECON 33W LWP1 LED FULL CUT-OFF WALL PACK 7 YEAR WARRANTY	7	307.00	2,149.00		
COOPER-PHOTO-CELL- ...	PHOTO CONTROL FOR WALL PACK 120V	7	17.45	122.15		
REF-KIT 2 X 4 ADVANCE	REFLECTOR, SOCKETS, BRACKETS, WIRE SHIELDS, TWO F32T8/ADV/850/ALTO SERIES #13990-7 & ADVANCE BALLAST#IOPA-2P32-SC OPTANIUM, POWER PLUG LUMINAIRE DISCONNECT #102	19	60.00	1,140.00		
REF-KIT 1 X 4	TWO PHILIPS F32T8/ADV850/ALTO ENERGY ADVANTAGE ADVANCED BALLAST #IOP2P32LWSC, SOCKETS, POWER PLUG LUMINAIRE DISCONNECT #102	4	32.00	128.00		
TCP-PC4SA332UNIH6CSP	POWER CAGE FLUORESCENT HIGH BAY 3 LAMP T8 HIGH BALLAST 6 FOOT CORD	17	119.00	2,023.00		
TCP-YHOOKX10FT	10' ADJUSTABLE AIRCRAFT CABLE HANGING KIT WITH HOOKS	17	12.78	217.26		
TCP-WL4WA232UNIH10C	TCP-WL4WA232UNIH VAPOR TIGHT	9	124.00	1,116.00		
PHIL-F32T8/ADV850/AL...	PHILIPS F32T8/ADV850/5000K 30,000HR 12HRS LUMEN 3100 ENERGY ADVANTAGE	69	3.55	244.95		
REF-KIT 1 X 8	FOUR PHILIPS F32T8/ADV/850/ALTO SERIES #13990-7 SOCKETS, BALLAST COVER, AND ADVANCE BALLAST #IOPA-4P32-SC OPTANIUM	4	70.00	280.00		
LABOR	LABOR TIME		3,204.94	3,204.94		
DCEO-INCENTIVE	DCEO-INCENTIVE BASED UPON APPROVAL *** When the incentive check is received from Judy Baar Topinka, this amount will be due the next day*****		-7,387.00	-7,387.00		
			<b>Subtotal</b>			
			<b>Sales Tax (0.0%)</b>			
			<b>Total</b>			

**TWIN SUPPLIES, LTD.**

*High Efficiency Lighting*

CHRIS SKOKNA 1010 JORIE BLVD, Ste 124 OAK BROOK, IL 60523  
 PHONE: (708) 609-0784 FAX: (630) 537-1045 EMAIL: chrisjmj@comcast.net

**Estimate**

Date	Estimate #
6/18/2012	Proj. 1600

VILLAGE OF LA GRANGE PARK 937 BARNSDALE ROAD LA GRANGE PARK, IL 60526
---

Ship To
VILLAGE OF LA GRANGE PARK 937 BARNSDALE ROAD LA GRANGE PARK, IL 60526

Item	Description	Qty	Rep	Project
			Rate	Total
ICE-INCENTIVE	ILLINOIS CLEAN ENERGY ACT INCENTIVE BASED UPON APPROVAL ***When the incentive check is received ; this amount will be due the next day**** \$		-3,772.00	-3,772.00
<b>Subtotal</b>			\$1,248.30	
<b>Sales Tax (0.0%)</b>			\$0.00	
<b>Total</b>			\$1,248.30	

## Julia Cedillo

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**From:** Becky Srejma  
**Sent:** Wednesday, August 08, 2012 12:42 PM  
**To:** Julia Cedillo  
**Cc:** Andrea Bagley  
**Subject:** FW: LaGrange Park ID#5959

Here's the confirmation email I received from ICE yesterday....

**BECKY SREJMA**  
**ADMINISTRATIVE ASSISTANT**  
**DEPARTMENT OF PUBLIC WORKS**  
**VILLAGE OF LA GRANGE PARK**  
**937 BARNSDALE ROAD**  
**LA GRANGE PARK, IL 60526**  
**(708) 352-2922 EXT. 102**  
**FAX: (708) 354-9942**

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**From:** Bob Romo [<mailto:bromo@IllinoisCleanEnergy.org>]  
**Sent:** Tuesday, August 07, 2012 10:17 AM  
**To:** Becky Srejma  
**Subject:** RE: LaGrange Park ID#5959

YES.

The agreement reads:

This grant is to be used during the period May 1, 2012 through April 30, 2013 (the "Grant Period").

Send in the signed agreement ASAP.

Bob

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**From:** Becky Srejma [<mailto:bsrejma@lagrangepark.org>]  
**Sent:** Tuesday, August 07, 2012 9:57 AM  
**To:** Bob Romo  
**Subject:** LaGrange Park ID#5959

Mr. Romo,

I left a message on your voicemail, but I wanted to confirm with you that the Village of LaGrange Park still has available the \$3,772.00 which it was awarded on April 30, 2012.

To date, we have not returned a signed copy of the grant agreement because we were waiting to hear about an award from DCEO to help fund the lighting project. On July 31, 2012, the Village received notification from DCEO that they had made an award to the Village.

On August 14, 2012, the Village Board will meet in Work Session to discuss the lighting project, and authorize the Village President to sign all necessary grant agreements. The Board will meet again on August 28<sup>th</sup> to vote on the item, and the Village President will then have the authorization to sign the grant agreements – and I will mail you the requested paperwork the following day.

Thank you for your assistance in this matter.

Becky Srejma  
(708) 352-2922 ext. 102

# Memorandum

**TO:** Trustee Patricia Rocco, Chairman  
Finance Committee

**FROM:** Julia Cedillo, Village Manager

**DATE:** August 23, 2012

**RE:** *First Half & Second Half of August 2012*

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Payments for operating expenses from the various funds for *first & second half of August 2012* includes:

	<u>First Half of August</u>	<u>Second Half of August</u>
General Fund	\$ 196,244.21	\$ 22,360.07
2004 Debt Service Fund	- 0 -	- 0 -
Water Fund	171,126.20	8,131.44
Motor Fuel Fund	- 0 -	- 0 -
Sewer Fund	8,913.82	5,495.16
Emergency Telephone	1,164.90	- 0 -
Trust & Agency Fund	500.00	- 0 -
Working Cash Fund	- 0 -	- 0 -
Capital Projects Fund	4,512.61	733.31
Total	\$ 382,461.74	\$ 36,719.98

Payment for salaries, deductions, and employer payroll costs for the *last week of July, the first & second half of August 2012* includes a payroll disbursement from:

	<u>Last week of July</u>	<u>First Half of August</u>	<u>Last Half of August</u>
General Fund	\$ 168,502.00	\$ 148,417.97	\$ 161,518.91
Water Fund	12,850.25	10,823.52	15,253.18
Sewer Fund	4,012.54	4,061.67	4,173.48
Trust & Agency	- 0 -	- 0 -	- 0 -
Total	\$ 185,364.79	\$ 163,303.16	\$ 180,945.57

# President's Report

# **Village Board Agenda Memo**

**Date:** August 15, 2012  
**To:** Village President and Board of Trustees  
**From:** Dr. James Discipio, Village President  
Emily Rodman, Assistant Village Manager *ERC*  
**RE:** **Appointments to Youth Commission**

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## **GENERAL BACKGROUND:**

The Village currently has one vacancy on the Youth Commission. Over the summer months, the Village solicited for new members and two applications were received. Both applicants were interviewed. Based on records of accomplishments, community involvement, interest in serving on the Youth Commission, and Youth Commission needs, the Village recommends the following candidate to serve on the Commission for a two year term:

<u>NAME</u>	<u>YEAR</u>	<u>SCHOOL</u>
1. Aiden Teppema	Junior	Lyons Township H.S.

## **MOTION / ACTION REQUESTED:**

Motion for the appointment of new member Aiden Teppema, and for the re-appointment of Matt Serafin and Hannah Husemann for a two year term to expire on September 1, 2014. The seven other current members; Daniel Golden, Aubrey Aikins, Matt McGuinn, Nicolas Fuentes, Alex Scotty, Andrew Koncel and Kiley Roache have terms that do not expire until September 1, 2013.

## **STAFF RECOMMENDATION:**

The staff recommends the Board affirm President Discipio's recommendation to appoint the aforementioned individuals to the Youth Commission.

## **DOCUMENTATION:**

- Application submitted by the candidate.

APR 19 2012



## YOUTH COMMISSION APPLICATION

*Feel free to attach a separate sheet if necessary.*

NAME: Aidan Teppema	PHONE NUMBER: [REDACTED]
ADDRESS: [REDACTED]	EMAIL: [REDACTED]
SCHOOL NAME: Lyons Township High School	YEAR IN SCHOOL: 10th (Fall 2011)
LIST SCHOOL ACTIVITIES IN WHICH YOU PARTICIPATE OR HAVE PARTICIPATED IN THE PAST. Choir Madrigals JV Lacrosse Captain of the Speech team	
LIST COMMUNITY ACTIVITIES / PART-TIME JOBS. BRIEFLY DESCRIBE YOUR ROLE IN THEM. Babysitting - I babysit 3 kids at least twice a week Civic weekend - stayed overnight downtown Chicago to volunteer and learn about how to help Church youth group - volunteering at GCFD and Adopt a Highway road clean-up	
HONORS / AWARDS YOU HAVE RECEIVED: Honor roll every year Northwestern University Talent Search	

**WHY ARE YOU INTERESTED IN SERVING ON THE YOUTH COMMISSION?**

I want to become more involved in the community I live in. I want to talk to my peers and find out what their concerns are and discuss with other people my age. I'm always looking for a new experience and chance to get involved.

**WHAT ONE LOCAL ISSUE OR MUNICIPAL SERVICE ARE YOU PARTICULARLY INTERESTED IN DISCUSSING AND/OR CHANGING? WHY?**

The Village has made it easier for people to simply throw away all of their recyclable products by charging monthly for garbage removal instead of by amount. This concerns me because I care a lot for the environment and strongly believe that we have an important role in keeping the earth healthy.

**PLEASE LIST THREE ADULT REFERENCES (At least one reference should be a teacher or school administrator. Please do not list relatives as references.)**

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PHONE NUMBER</u>
1. Connie Lyda	Choir conductor	[REDACTED]
2. Jill Grech	babysitting employer	[REDACTED]
3. John <del>Grech</del> Schaefer	lacrosse coach	[REDACTED]

**WILL YOU BE ABLE TO ATTEND ONE MONDAY EVENING MEETING PER MONTH AND OTHER OCCASIONAL EVENTS AS SCHEDULED?**

YES       NO

SIGNATURE: Didan Teppema

DATE 4/18/12

PARENT/GUARDIAN SIGNATURE:

DATE

**PROCLAMATION**

**“NATIONAL ASSISTED LIVING WEEK” 2012  
“Art for the Ages”  
September 9 - 15, 2012**

- WHEREAS, the number of elderly and disabled Americans is dramatically increasing; and
- WHEREAS, assisted living is a long term care service that fosters choice, dignity, independence and autonomy in our elderly nationwide; and
- WHEREAS, the National Center for Assisted Living proudly created National Assisted Living Week®; and
- WHEREAS, the theme of National Assisted Living Week® 2012 – “Art for the Ages” – highlights the opportunity to share with our residents a multitude of events and activities that demonstrate how much we care for and love them; and

**NOW, THEREFORE BE IT PROCLAIMED THAT:**

1. The Village of La Grange Park proclaims the week of September 9-15, 2012 as National Assisted Living Week® in this Community.
2. The Village of La Grange Park encourages all citizens to visit friends, and loved ones who reside at these facilities and also to learn more about assisted living services and how they benefit our communities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 28<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Dr. James L. Discipio, Village President

**ATTEST:**

\_\_\_\_\_  
Amanda G. Seidel, Village Clerk

## **Items of Interest**

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**VILLAGE OF LA GRANGE PARK**  
**La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois**

**Public Works Garage Committee**

**Thursday, August 30<sup>th</sup>**  
**Board Room**

**Illinois Municipal League Conference**

**October 18 – 20, 2012**  
**Hilton Hotel, Chicago**

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**2012 MEETINGS REMINDER**

September 11, 2012	Work Session Meeting	7:30 p.m.	Village Hall
September 25, 2012	Village Board Meeting	7:30 p.m.	Village Hall
October 9, 2012	Work Session Meeting	7:30 p.m.	Village Hall
October 23, 2012	Village Board Meeting	7:30 p.m.	Village Hall
November 13, 2012	Work Session Meeting	7:30 p.m.	Village Hall
November 27, 2012	Village Board Meeting	7:30 p.m.	Village Hall
December 11, 2012	Work Session Meeting	7:30 p.m.	Village Hall