

PRESIDENT
Dr. James L. Discipio
VILLAGE MANAGER
Julia A. Cedillo
VILLAGE CLERK
Ananda G. Seidel



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

VILLAGE BOARD WORK SESSION

Tuesday, AUGUST 14, 2012 – 7:30 p.m.

AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (Agenda Related Items Only)**
5. **Administration Committee Items**
 - A. Discussion – Installation of Private Equipment for Private Use on Village Property
 - B. Discussion & Action – Local Debt Recovery Program
6. **Public Safety Committee Items**
 - A. Discussion – Woodlawn Avenue Traffic Signage Review by the Traffic, Safety & Engineering Committee
7. **Public Works Committee Items**
 - A. Discussion – Illinois Clean Energy & DCEO Grants for Lighting Upgrades at Water Plant and Public Works Garage
8. **Finance Committee Items**
 - A. Discussion – Audit Services
9. **Other Reports:**
 - (A) Village Manager
 - (B) Village President
 - (C) Village Clerk
 - (D) Committee
10. **New Business**
11. **Executive Session - Motion to move into Executive Session for purpose of *discussing the selection of a person to fill a Village Committee according to 5 ILCS 120/2 (c)(3)***
12. **Adjourn**

Next Village Board Meeting: August 28, 2012

Next Village Work Session Meeting: September 11, 2012

447 N. Catherine Avenue, La Grange Park, Illinois 60526-2099
708/354-0225 • Fax 708/354-0241 • www.lagrangepark.org

Administration Committee

Susan Storcel, Chairwoman

Rimas Kozica

Patricia Rocco

Village Board Agenda Memo

Date: August 7, 2012

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 
Julia Cedillo, Village Manager 

RE: **Installation of Private Equipment for Private Use on Village Property**

ISSUE

Village staff recently received an inquiry from DRW Holdings regarding the company's interest in leasing space to install two satellite dishes on the Village's water tower located at 937 Bamesdale Road (adjacent to the Public Works facility). The dishes would be used solely for DRW Holding's internal communications. Staff would like feedback from the Village Board as to whether they support leasing space on Village-owned property to companies for their private use only.

BACKGROUND

The Village currently leases space on the water tower to five cellular companies (Ameritech, T-Mobile, Verizon Wireless, U.S. Cellular, and Clear Wireless). While the cellular equipment is privately owned, arguably the equipment provides a benefit to the public at large by making wireless communication more accessible to the community. Currently, the Village leases the space for up to \$3,500 monthly.

DRW Holdings would like to install two satellite dishes approximately two feet in diameter, facing east and west on the water tower. The dishes and mounting equipment weigh a total of 44 lbs. The equipment would serve their private wireless data network used for their internal company communications and there would be no customers or subscribers that would utilize the data line. The dishes would be mounted directly to the tower, with no ground equipment or indoor space required. DRW Holdings is proposing a lease rate of \$1,000 monthly, for the term of one year.

If the Village decides to allow the equipment, DRW Holdings would be required to conduct a structural analysis of the water tower to confirm that the tower can support the equipment. They would also be required to obtain building permits to install the equipment. Finally, the proposed lease would require Village Board approval.

STAFF ANALYSIS

It is common practice for municipalities to lease space on their water towers to cellular companies whose equipment provides a larger public benefit. In doing so, the Village receives additional revenue at no additional cost and residents potentially have access to more reliable wireless service. While the Village has the ability to lease publically owned space to private companies for their private use, doing so sets a precedent for future inquiries. If the Village allows DRW Holdings to install their equipment, the Village could not discriminate against future companies or organizations desiring to install their equipment for a

similar private benefit. Space on the Village's water tower is limited and structurally the tower can only support a finite amount of equipment. Permitting private companies to install equipment for private use may restrict the Village's ability to lease space to companies who equipment would provide benefits to the public at large.

MOTION/ACTION REQUESTED:

No motion is required. However, staff requests the Village Board provide direction as to whether they support allowing private companies to install equipment on Village-owned property for their private use only.

Village Board Agenda Memo

Date: August 8, 2012

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager 
Daniel L. McCollum, Chief of Police 

Re: Local Debt Recovery Program

GENERAL BACKGROUND:

On Friday July 13, 2012, Mr. Matt Ryan of Illinois State Comptroller Judy Baar Topinka's Office gave a presentation in La Grange Park on the Local Debt Recovery Program. This program provides a significant opportunity for units of local government to recover funds they are owed by Illinois residents and have been unable to collect. In the case of La Grange Park, the most difficult debts to collect are unpaid parking fines and ordinance violations.

If La Grange Park joined the program, it would provide a valuable resource in collecting fines/debts owed to the Village going back as long as 7 years. The monies are deducted from state payments owed to individuals in the form of income tax payments and lottery winnings. There is no fee charged to La Grange Park to be a part of these efforts. An intergovernmental agreement must be signed by both parties to take advantage of this opportunity.

Village Attorney Cathy Keating has reviewed the proposed agreement and approved it as to form.

Mr. Matt Ryan of the Illinois Comptroller's Office made a presentation at the July 24, 2012 Village Board Meeting. Based upon questions raised during that meeting, Mr. Ryan provided responses and they are included as an attachment to this memorandum. One item to specifically note, is that state retirees are no longer included in the offset group.

MOTION/ACTION REQUESTED:

A motion approving the Village of La Grange Park's participation in the Illinois Local Debt Recovery Program and authorizing the Village President to sign the resolution required for participation.

STAFF RECOMMENDATION

We recommend the resolution be approved and that the Village participate in this program.

DOCUMENTATION

- Program description
- Intergovernmental agreement
- Mr. Ryan's responses to July 24 questions
- Resolution authorizing participation in the program



OFFICE OF GOVERNMENT & COMMUNITY AFFAIRS LOCAL DEBT RECOVERY PROGRAM



STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

HOW THE PROGRAM WORKS

- 1) The program applies to local governments including: municipalities, counties, school districts, community colleges and other types of local entities. (*Local governments are referred to as Local Claiming Entities*)
- 2) The Local Claiming Entity enters into an Intergovernmental Agreement (IGA) with the Illinois Comptroller.
- 3) Prior to the Comptroller issuing a state check, the tax refund, commercial payment, lottery winning, unclaimed property or payroll check, the amount owed to the local government plus an administrative fee will be deducted and deposited in the Comptroller's Local Debt Recovery Trust Fund.
- 4) The debtor will be provided with a written notice of the action and has 60 days to protest the deduction with the Illinois Office of the Comptroller.



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HOW THE PROGRAM WORKS

- 1) If no protest is made at the end of the 60 day period, the amount owed will be transferred to the Local Claiming Entity.
- 2) Other payments will be processed as protests are adjudicated.
- 3) Payments to local units of government will be made on a weekly basis and will be consolidated to include all debts owed to the unit of government for that week.
- 4) The same laws governing involuntary withholdings apply to the Local Debt Recovery Program.



STATE OF ILLINOIS
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JUDY BAAR TOPINKA

HOW TO GET STARTED!

- **Work with your local Program Manager**
- **Confirm** that you have the IT capabilities to participate in the program.
- **Commit** staff, time, and resources to the program.
- **Get On Board:** Build support from your local Board or Committee to ensure passage of the IGA (A Statistical Analysis showing potential revenue may be helpful).
- **Statistical Analysis:** IOC runs a portion of your debt through the "Match" process and provides a snapshot of the dollar amount that would have been offset in 2011 (previous year).

ADMINISTRATIVE FORMS

- **LCE FORM:** Local Claiming Application provides the local entity with an Agency Code (Unique Identifier for your debtor files).
- **ShareFile Form:** A secure web-based program you will use to submit & receive files.
- **Signed IGA** (two copies)
- **Signature Card(s):** Chief Officer named in the IGA (allows you to submit files electronically)

IDENTIFY & DIVIDE DEBT: DIVISION NAMES

- **Types of Debt:** Review the what kind of debt you have (i.e. parking tickets, red light violations, ordinance violations, sewer & water).
- **Divisions Names:** Use Division Names to separate, maintain, and track different types of debt & recovered funds more easily.
- **Important:** You must complete a separate form (Local Claiming Entity Application) for each Division. Also, debtors with known & unknown Tax Identification Numbers are NEVER filed together.

INTEGRATING LDRP WITH YOUR ACCOUNTING & IT SYSTEMS

- **Identify A Program Administrator** – Assign a Program Leader In Your Accounting and IT Department
- **Accounting Leader:** Have controls in place to track all payments made outside of the LDRP & always review the Match Files (report of debtors & all offsets) before creating Add, Change, or Delete Files
- **IT Leader:** Assign a person responsible for preparing initial debtor files (*Testing Contact*), and a *Production Contact* who will be charged with updating the file(s) on our system weekly or bi-weekly.



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MINIMIZE ADMINISTRATIVE ISSUES:

- **Diligent File Maintenance:** Is the secret to your programs success. This will prevent issues in your Accounting, IT, and Adjudication Departments.
- **IT & Accounting Department:** must fully understand the Change & Delete File requirements and work closely with the Finance/Accounting Department to insure data being submitted is Current and complete.
- **Remember:** The dollar amount submitted through Change Files should always reflect the new amount owed by debtor

ADJUDICATION & PROTEST PERIOD

- **Due Process & Notification:** Review your adjudication process & confirm that it meets requirements outlined in the IGA (See Article III, section A, #2).
- **Protest Contact:** Appoint a person responsible for working with the IOC throughout this process
- **Tax Return Season:** Prepare for higher call volume and Customer Service workload throughout the tax return season.

FREQUENTLY ASKED QUESTIONS

- 1) **Can we submit all our old debt?**
Local Claiming Entities can submit debt that is seven years old or less from the date of final determination.
- 2) **How long does it take to get signed up for the program?**
It depends on the local entity's ability to produce the debt files in the required formats.
- 3) **Is the fee assessed against the party responsible for the debt or is it reduced from the payment forwarded to the Local Claiming Entity?**
The fee (up to \$15) will be off-set against the debtor, not the Local Claiming Entity (i.e. Bob Smith owes the City \$100, he will be off-set for \$115).



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FREQUENTLY ASKED QUESTIONS

- 4) Is there a minimum dollar amount per claim or the overall total in a given computer file in order for the debt to be collected by this program?

A Local Claiming Entity may place any claim on the system that is less than 7 years old, but the IOC will only offset a claim if the balance owed to the by

a single debtor is **greater than \$9.99**. Claims which are less than seven years old may remain on the system until the balance owed to exceeds \$9.99.

- 5) How do you verify that the person being collected from is the correct one?

When a SSN or TIN is not available, debt files are run through an algorithm and matched up against 10 years of state payments. We will then provide you with a "match" file, which contains matched records.



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FREQUENTLY ASKED QUESTIONS

- 6) How do third-party debt collectors and other similar vendors interface with this program?

- Local Claiming Entities can place debt with their third-party debt collector and the Illinois Office of the Comptroller
- Third-Party Debt Collectors and similar vendors can provide technical assistance and help manage debt records for **non-consumer debt**.
 - Types of debt third party debt collectors **CAN** submit data for: parking tickets, fines and code violations
 - Types of debt third party debt collectors can assist you, but **CANNOT** submit data for: water bills, any municipal services, tuition, etc.
 - **NOTE:** IT consultants can submit fine/violation and service-related debt



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FOLLOW-UP QUESTIONS FROM BOARD MEETING:

1. Can there be certain components eliminated or isolated from the offset program. Specifically, can the Village of La Grange Park program not offset funds from retirement or state employee wages?

YES. Prior to the start of offsets on behalf of the Village of La Grange Park, you will have an opportunity to select whether or not to include State Employees for withholdings. Additionally, this same provision would have been available for Retirement Benefits, however, our internal decision was to exempt this segment from the entire program. To be clear, we no longer offset retirement benefits.

2. Has a municipality / participant ever been charged back the \$15 fee when an error has been determined? AND: After the pilot program ends and the program is in full swing, will the State require the municipality / participant to pay the \$15 if it was determined the offset was unwarranted?

NO. A municipality/participant has never been charged back the \$15 fee when an error has been determined. Technically, the state has the right to hold the local entity responsible for the \$15 fee if it was determined that the debt should not have been submitted on our system. However, it has been our experience that determining fault for such an error (on a entity or Local Debt Program) can be difficult and is not something we anticipate "charging back" to the local entity.

*Additional Support From The IGA:

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.

Local Unit Refunds. The local unit is responsible for refunding monies to the debtor 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.

1. The following portion of the Statute was raised during the Board Meeting regarding our office accepting claims under \$50.

However, the Comptroller shall not be required to accept accounts or claims owing to funds not held by the State Treasurer, where such accounts or claims do not exceed \$50, nor shall the Comptroller deduct from funds held by the State Treasurer under the Senior Citizens and Disabled Persons Property Tax Relief and Pharmaceutical Assistance Act or for payments to institutions from the Illinois Prepaid Tuition Trust Fund (unless the Trust Fund moneys are used for child support). The Comptroller and the Department of Revenue shall enter into an interagency agreement to establish responsibilities responsibility, duties, and procedures relating to deductions from lottery prizes awarded under Section 20.1 of the Illinois Lottery Law.

This language is actually taken from the State Offset program; this provision allows our office the right to refuse placing or withholding on any debt less than \$50. However, as stated in the ILLM, the Local Debt Recovery Program will accept and offset any claims that are \$10 or more.

1. The following addresses what happens when the debtors state payment is LESS THAN \$30 (i.e. state tax return payment of \$20):

Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administering the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall be equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.

EXAMPLE: If a debtor receives a state payment of \$20, our fee will be reduced to \$10 (Equal to) the \$10 dollars paid to the local entity.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE VILLAGE OF LAGRANGE PARK, COOK COUNTY, ILLINOIS
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 Village of LaGrange Park, (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.

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 such 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 must, 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 (See Appendix A).
- (b) Only debts finally determined as currently due and payable 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 forms provided by the Comptroller and shall contain a signature sample of the person(s) to whom the delegation is made.
- (e) For purposes of this Agreement, "chief officer of the local unit" means the Village Manager.

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.

B. Operational Requirements. Upon receiving a data file from the chief officer pursuant to the terms of this Agreement, IOC will perform a match with the local unit's debt file using a debtor's social security number, taxpayer identification number, name, address, or other unique identifier. The chief officer will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records. The chief officer will 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.

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.
2. Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall be equal to the amount offset. 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.
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: 708-579-2375.
7. Debt Priorities
 - (a) If a debtor has more than one local unit debt, the debt with the oldest date of delinquency shall be offset first.
 - (b) Any debt that is less than or equal to \$9.99 which is placed or remains on the System will not be offset and will not be paid to the local unit until such time as the balance owed to the local unit by the debtor exceeds \$9.99.
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 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.

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: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Julia A. Cedillo, Village Manager

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Cathleen Keating
Village Attorney
Village of LaGrange Park
Martin, Craig, Chester & Sonnenschein
2215 York Road #550
Oak Brook, IL. 60523
Phone: 630/472-3407
Fax: 630/472-0048
E-mail: cmk@mccslaw.com

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and local unit. 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 local unit by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

LOCAL UNIT

By: _____

Date: _____

Name: Julia A. Cedillo

Title: Village Manager

Appendix A



STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Local Debt Recovery Program

Involuntary Withholding Tape/File Certification Form

Local Unit Name: _____

Tape #/File Type: _____

Record Count: _____

Dollar Amount: _____

Please mark the appropriate box:

Add Tape/File

- The debtor(s) has (have) been sent a notice that a claim has been established against said person thus giving the debtor the opportunity to appeal the determination of the existence and amount of the claim(s).
- No hearing(s) was (were) requested or a hearing(s) was (were) held and the result(s) was (were) that the claim(s) was (were) found to be valid in the amount(s) referenced in the attached record.
- The date(s) of the final determination of the debt(s) for each claim was prior to the date of submittal of the claim to IOC for Local Debt Recovery purposes.

Change Tape/File

- All change transactions contained on the enclosed tape/file meet the criteria for inclusion in the Local Debt Recovery Program.

Delete Tape/File

- All claims contained on the enclosed tape/file no longer meet the criteria for inclusion in the Local Debt Recovery Program, and should be removed from the Program.

I, _____, do hereby certify that all of the debts included on the tape/file are in compliance with the requirements of the State Comptroller Act [15 ILCS 405] and the Intergovernmental Agreement entered into between the above named local unit and the Illinois Office of the Comptroller. If I am submitting a facsimile or email signature, I hereby certify by so filing that the original signed document exists in my possession.

Authorized Signature: _____ Date: _____

Local Unit: _____ Phone #: _____

Julia Cedillo

From: Ryan, Matthew J.
Sent: Monday, July 30, 2012 12:00 PM
To: Julia Cedillo
Cc: Dan McCollum; Frost, Joseph B.
Subject: RE: Debt Recovery Program - Follow Up

Hi Julia and Chief McCollum,

I have provided the answers to the Board's questions below, and addressed 2 additional sticking points that I believe came up during the meeting.

Follow-up Questions:

Debt Recovery Program:

1. Can there be certain components eliminated or isolated from the offset program. Specifically, can the Village of La Grange Park program not offset funds from retirement or state employee wages?
YES. Prior to the start of offsets on behalf of the Village of La Grange Park, you will have an opportunity to select whether or not to include State Employees for withholdings. Additionally, this same provision would have been available for Retirement Benefits, however, our internal decision was to exempt this segment from the entire program. To be clear, we no longer offset retirement benefits.
2. Has a municipality / participant ever been charged back the \$15 fee when an error has been determined? AND: After the pilot program ends and the program is in full swing, will the State require the municipality / participant to pay the \$15 if it was determined the offset was unwarranted?
NO. A municipality/participant has never been charged back the \$15 fee when an error has been determined. Technically, the state has the right to hold the local entity responsible for the \$15 fee if it was determined that the debt should not have been submitted on our system. However, it has been our experience that determining fault for such errors (local entity or Local Debt Program) can be difficult and is not something we anticipate "charging back" to the local entity.

*Additional Support From The IGA:

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.

Local Unit Refunds. The local unit is responsible for refunding monies to the debtor 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.

*Below I have addressed a few additional questions that I felt needed some clarification:

1. The following portion of the Statue was raised during the Board Meeting regarding our office accepting claims under \$50.

However, the Comptroller shall not be required to accept accounts or claims owing to funds not held by the State Treasurer, where such accounts or claims do not exceed \$50, nor shall the Comptroller deduct from funds held by the State Treasurer under the Senior Citizens and Disabled Persons Property Tax Relief and Pharmaceutical Assistance Act or for payments to institutions from the Illinois Prepaid Tuition Trust Fund (unless the Trust Fund moneys are used for child support). The Comptroller and the Department of Revenue shall enter into an interagency agreement to establish responsibilities responsibility, duties, and procedures relating to deductions from lottery prizes awarded under Section 20.1 of the Illinois Lottery Law.

This language is actually taken from the State Offset program; this provision allows our office the right to refuse placing or withholding on any debt less than \$50. However, as stated in the IGA, the Local Debt Recovery Program will accept and offset any claims that are \$10 or more.

2. The following addresses what happens when the debtors state payment is LESS THAN \$30 (i.e. state tax return payment of \$20):

Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall be equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.

EXAMPLE: If a debtor receives a state payment of \$20, our fee will be reduced to \$10 (Equal to) the \$10 dollars paid to the local entity.

I hope this helps, please contact me with any other questions or concerns.

Regards,

Matt

Matthew Ryan
Deputy Director
Office of Government and Community Affairs
Office: 312-814-4944
Fax: 312-814-2986

Office of the Comptroller
100 W. Randolph St., Suite 15-500
Chicago, IL 60601-3252

RESOLUTION NO. 12-14

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE
COMPTROLLER'S OFFICE AND THE VILLAGE OF LA GRANGE PARK,
COOK COUNTY, ILLINOIS REGARDING PARTICIPATION IN THE
COMPTROLLER'S LOCAL DEBT RECOVERY PROGRAM**

WHEREAS, the Village of La Grange Park, Cook County, Illinois seeks to participate in the Illinois Office of the Comptroller's Local Debt Recovery Program for purposes of collecting debts owed to the Village of La Grange Park, Illinois; and

WHEREAS, participation in the Comptroller's Local Debt Recovery Program would significantly benefit the La Grange Park in collecting monies lawfully owed to the Village that have previously been uncollectible; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) and Sections 11-1-2.1 and 1-4-6 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1 and 65 ILCS 5/1-4-6), public agencies are empowered to enter into intergovernmental agreements to support matters of mutual interest as provided by law; and

WHEREAS, the Village of La Grange Park believes it would be in the best interests of the Village to participate in the Local Debt Recovery Program and enter into an intergovernmental agreement with the Illinois State Comptroller's Office.

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

1. That the Village is authorized to participate in the Local Debt Recovery Program.
2. That the Village Manager is authorized to sign the Intergovernmental Agreement, and the Village Clerk is authorized to attest the agreement.
3. That the Village Manager is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer and enforce this Resolution and the Intergovernmental Agreement.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this _____ of _____, 2012.

YES:

NOS:

ABSENT:

Approved this _____ of _____ 2012.

James L. Discipio, Village President

ATTEST:

Amanda G. Seidel
Village Clerk

(Approved as to form by Village Attorney Cathy Keating on 7/18/12)

Public Safety Committee

LaVelle Topps, Chairman
Susan Storcel
Patricia Rocco

Village Board Agenda Memo

Date: August 8, 2012

To: Village President and Board of Trustees

From: Julia A. Cedillo, Village Manager 
Daniel L. McCollum, Chief of Police 

Re: Woodlawn Avenue Traffic Signage Review by the
Traffic Safety and Engineering Committee

GENERAL BACKGROUND

Mr. Tony Soucek of 501 N. Ashland Avenue in LaGrange Park submitted two letters concerning traffic safety and volume on Woodlawn Avenue, west of LaGrange Road to the Traffic Safety and Engineering Committee. The first was dated January 10, 2012 and the second June 5, 2012. The letters recommended removing the existing stop signs on three north/south streets at their intersection with Woodlawn. The suggested locations were Catherine and Woodlawn, Spring and Woodlawn and Dover and Woodlawn. Mr. Soucek proposed having vehicles stop on Woodlawn while traveling eastbound or westbound at the intersections of Catherine, Spring and Dover. Currently, northbound and southbound traffic is required to stop at each of the specified intersections and eastbound and westbound traffic has the right of way.

The Traffic Safety and Engineering Committee held meetings on April 11th, June 13th and July 11th to analyze and discuss Mr. Soucek's recommendation. The police department, Village Attorney and Village Engineer provided information to the Committee on the technical and legal requirements for posting stop signs, as well as the accident history for the affected intersections. Also, speed studies and traffic counts conducted by the police department were submitted for review.

At the April 11, 2012 meeting, the Committee voted to deny switching the stop signs at the intersections of Catherine and Woodlawn and Spring and Woodlawn. Unfortunately, the intersection of Woodlawn and Dover was overlooked on April 11th. This required the Committee to reconvene on June 13, 2012 to address only the Dover and Woodlawn request. At the June 13th meeting, the request to switch the stop signs at Dover and Woodlawn was also denied.

Mr. Soucek also raised a concern about the location of the U.S. Postal Service collection box on Woodlawn and Catherine and the risk to persons crossing Woodlawn to mail letters. In response to this issue, the police department received permission from the postmaster to relocate the mailbox on Village property in front of the Village Hall. This will allow individuals to park off the street and in the Village parking lot to increase pedestrian safety.

MOTION/ACTION REQUESTED

This matter is being forwarded to the President and Board of Trustees as an informational item only. Since no changes were recommended, no Board action is required.

DOCUMENTATION

- Letters from Mr. Soucek dated January 10, 2012 and June 5, 2012
- Minutes from the TS&E Committee Meetings of April 11th, June 13th and July 11th
- Memorandum from Chief McCollum, regarding speed studies, dated July 12, 2012

ATTACHMENT A

FEB 27 2012

January 10, 2012

Dear Mr. Graham,

1,

My wife and I have resided at 501 N. Ashland Ave. for 36 years. During the last 5 years traffic travelling on Woodlawn Ave. has increased from 840 vehicles per 24 hours to 1,243 vehicles per 24 hours. The collector mailbox is located on Catherine and Woodlawn in front of our village hall. We do have a great number of school children walking to school as well as adults walking to trains as well as to the village hall or mailbox.

The current speed limit is 25 MPH as other "local" streets. Currently, Woodlawn is being inappropriately used as a "collector" street with the current signage.

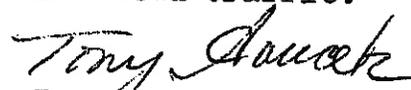
Woodlawn Ave. is defined in the comprehensive land use plan as a "local street." This by definition is a big difference. Collector streets are generally located at the $\frac{1}{2}$ mile point within the grid system. Harding is a true "collector" street so having another just 2 blocks away is poor planning. The comprehensive plan P.5-3 designates Woodlawn as a "local" street.

Due to the increase in vehicular traffic, as well as pedestrian traffic, many near misses are occurring. In my opinion current drivers are far more aggressive in their driving performance, and most do not possess the word "yield" in their vocabulary. Vehicular traffic on Woodlawn has dominated with their speed any movement by pedestrians, adults with strollers and cyclists attempting to cross Woodlawn Ave.

Drivers are avoiding the LeGrange Rd. and Ogden Ave. intersection by driving on Woodlawn since we only have a stop sign at Brainard and also at Edgewood.

We need to bring back civility to the heart of our community "village hall" with common sense and good judgment by removing the stop signs on Catherine and placing them on Woodlawn. Also removing the stop signs on Spring and placing them on Woodlawn.

At the present time we do not have easy access to our village hall or mail collector box, or simply crossing Woodlawn. At the present time Woodlawn Ave. is a miniature expressway in the heart of our community. I do have 20 residents who concur in requesting stop signs be added to Woodlawn Ave. to slow down traffic.


Tony Soucek

COPY

JUN 05 2012

June 5, 2012

To all members of the Traffic, Safety and Engineering Committee,

The agenda item for the last Traffic Safety Committee meeting considered a 4-way stop at Ashland and Woodlawn. The discussion got off track and, at my request, the committee acted on a matter not included on the agenda. I apologize for the confusion.

To be clear, my request for committee action is to remove the stop signs currently on Catherine, Spring and Dover where those streets intersect with Woodlawn and install them on Woodlawn at those intersections. The intent is to decrease mobility on Woodlawn, thereby increasing public safety in LaGrange Park.

The village's current use of Woodlawn for mobility is not in the interests of public safety for the following reasons:

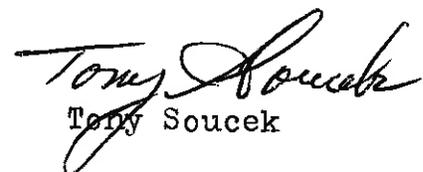
1. Children living north of Woodlawn and attending Ogden, St. Francis or Park schools have only one intersection on Woodlawn with a stop sign. Note that the average speed on Woodlawn is the speed limit.

2. Woodlawn is the only "collector" that does not have a signalized intersection with an arterial (LaGrange Rd.), Maple at 31st, Kemman at 31st, Harding at LaGrange Rd., Brainard at Ogden and at 31st.

3. The use of Woodlawn to collect local westbound traffic and then funnel it to local streets (Edgewood, Malden, Dover) doesn't make sense.

Exchanging 3 sets of stop signs should decrease mobility on Woodlawn and increase safety for children walking to school, traffic entering an arterial and residents of a residential neighborhood.

If you agree with this common sense request, I encourage you to condition your approval on a campaign to inform residents of this change before it is implemented. Full public awareness is important not only prior to the stop sign exchange but during the first few months after the exchange.


Tony Soucek

Village of La Grange Park
Traffic, Safety & Engineering Committee
Minutes
April 11, 2012

A meeting of the La Grange Park Traffic, Safety & Engineering Committee was scheduled for 7:04 p.m. on April 11, 2012, in the Board Room of the La Grange Park Village Hall. Committee Chairman, Paul Graham called the meeting to order at 7:04 p.m. Clerk Seidel called the roll.

Members in attendance were:

Committee Chairman: Paul Graham
Committee Member: Steve May
Committee Member: James Seguin
Committee Member: Keith Krysa
Committee Member: Eric Johnson
Committee Member: Brian Lisek

Also in attendance:

Police Chief: Dan McCollum
Village Engineer: Paul Flood
Village Attorney: Cathy Keating
Village Clerk: Amanda Seidel

Clerk Seidel informed the Chairman a quorum was present.

Chief McCollum handed the Committee the LaGrange Park Police Department Speed Study Report for Woodlawn Avenue from Ashland to Catherine.

Chairman Graham discussed the purpose of the night's meeting and introduced the Committee and others present.

The Committee discussed the Rules for Public Comment. A motion to approve the Rules for Public Comment used by the Village of LaGrange Park Village Board Meetings and Village Board Work Session was made by Mr. Steve May. The motion was seconded by Mr. James Seguin. The motion to approve Rules for Public Comment passed unanimously on a voice vote.

Chairman Graham said he would entertain a motion to approve minutes of March 20, 2008. Mr. Steve May made a motion to approve the minutes of March 20, 2008. The motion was seconded by Mr. Keith Krysa. The motion to approve minutes of March 20, 2008 passed unanimously on a voice vote.

The Committee moved on to discussion of a stop sign request at Woodlawn and Ashland. Discussion started regarding guidance and uniformity with clarification from Engineer Paul Flood. Attorney Keating explained and clarified the rules in regards to a non home rule community and the regulations in regards to stop sign placement not warranted by guidelines.

Engineer Flood clarified the restrictions between 2 way stops and four way stops and mentioned there are specific criteria to meet to warrant placement of 4 way stop signs.

Chairman Graham moved on to Public Comment. Mr. Tony Soucek of 501 N. Ashland explained his petition and letter requesting stop signs on Woodlawn. He explained the change of traffic over the years and his concern for safety.

Chief McCollum mentioned the 2003 Kenig, Lindgren, O'Hara & Aboona Traffic Study which classifies Woodlawn as a collector street. Chief McCollum read page 18 paragraph 2 of the Traffic Study and handed the Committee a copy of page 18. It was mentioned that Woodlawn currently has no stop signs due to the Traffic Study.

It was clarified by Tony Soucek that his request, which is the scope of the night's discussion, is to switch the placement of stop signs in two locations; Catherine & Woodlawn and Spring & Woodlawn.

The Committee expressed concern over safety and if switching stop signs would divert the problem else where. Discussion moved to history of other streets and other stop sign requests as well as examples from other communities.

The Committee then discussed possible options in regards to the traffic problems on Woodlawn. The possibility was discussed to put up a no right turn sign from LaGrange Road onto Woodlawn during certain hours.

Chairman Graham went around the Committee for their opinions on Mr. Soucek's request. Mr. Seguin was in favor of leaving the stop signs alone or the possibility of flipping one for pedestrians to safely cross Woodlawn, he also expressed concern over Village Fire Trucks. Mr. Krysa agreed with Mr. Seguin. Mr. Lisek was in favor of Mr. Soucek's request due to safety concerns. Mr. Johnson said he was possibly in favor of flipping the stop sign by Village Hall and it was worth looking at traffic flow control from LaGrange Road. Mr. May was not in favor of the request due to not meeting requirements that warrant a change in stop signs. Chairman Graham was in favor of keeping the stop signs the way they currently are.

Chief McCollum clarified, to be able to switch stop signs; in accordance to the Manual the Village needs to stop the less traveled streets. Chief McCollum also had great concern over stopping a major traveled street and if the stop sign would be in legal compliance. Attorney Keating clarified the legal authorization from the Manual.

Chairman Graham said he would entertain a motion. Mr. James Seguin made a motion to deny the request by Mr. Soucek to switch placement of stop signs in two locations on Woodlawn. The motion was seconded by Mr. Keith Krysa. The motion to deny the request passed unanimously on a voice vote.

The Committee discussed looking into traffic counts from LaGrange Road onto Woodlawn. Chief McCollum and Engineer Flood mentioned they could place counters on Woodlawn, Richmond, Pine, Brewster and Elmwood to get counts going west from LaGrange Road.

Mr. James Seguin made a motion to get additional data for Woodlawn Avenue which has already been done by Chief McCollum and get traffic counts from other Roads going westbound from LaGrange Road to get a base line. The motion was seconded by Mr. Steve May. Mr. Brian Lisek was against this motion with the rest of the Committee voting in favor. The motion passed by a vote of 5 to 1.

The Committee decided to schedule the next meeting date after the traffic counts were done by Engineer Flood and Chief McCollum.

At the end of this discussion, there was no further business to be brought before the Traffic, Safety & Engineering Committee, so Chairman Graham said he would entertain a motion to adjourn. There was a motion by Mr. Eric Johnson to adjourn the meeting. Mr. Brian Lisek seconded the motion and the motion to adjourn passed unanimously on a voice vote.

The meeting adjourned at 8:40 p.m.

Respectfully submitted,

Amanda G. Seidel

Village Clerk

Village of La Grange Park
Traffic, Safety & Engineering Committee
Minutes
June 13, 2012

A meeting of the La Grange Park Traffic, Safety & Engineering Committee was scheduled for 7:00 p.m. on June 13, 2012, in the Board Room of the La Grange Park Village Hall. Committee Chairman, Paul Graham called the meeting to order at 7:07 p.m.

Members in attendance were:

Committee Chairman:	Paul Graham
Committee Member:	James Seguin
Committee Member:	Eric Johnson
Committee Member:	Brian Lisek

Also in attendance:

Police Chief:	Dan McCollum
Village Engineer:	Paul Flood
Village Attorney:	Cathleen Keating
Director of Public Works:	Brendan McLaughlin
Assistant Village Manager:	Emily Rodman

Chairman Graham noted that the next item on the agenda as approval of the minutes from the April 11, 2012 meeting. The Committee noted that the minutes needed to be revised to correct the spelling of "Manuel" to "Manual". Mr. Lisek motioned to approve the minutes with the stated revisions, Mr. Johnson second the motion. The motion to approve the minutes for April 11, 2012 passed unanimously by a voice vote.

Chairman Graham explained the reason for the meeting was to review the traffic counts conducted along eastbound Woodlawn, Pine, Richmond, Elmwood, and Brewster, as requested by the Committee at the April meeting.

Chairman Graham stated that the next item on the agenda was public comment. Herb Massin of 535 N. Katherine, in La Grange Park stated he had no comment regarding the number of stop signs on Woodlawn. He stated that he wanted to respond to what the Chief of Police raised at the April 11th meeting regarding a discrepancy between the KLOA study and the TESKA report (Comprehensive Plan) regarding the designation of Woodlawn as a collector street. Mr. Massin provided explanation why the streets were classified as they were in the Comprehensive Plan. He stated he believes no discrepancy exists between the two documents.

Attorney Keating noted that the next item on the agenda (item 3) was in error as the Committee considered and voted on the request for a stop sign at Woodlawn and Ashland at the April 11th meeting.

Chairman Graham then asked the Committee to review the results of the traffic count data provided by the Village's Police Department.

Chairman Graham provided an overview of the data, and distributed a handout to illustrate his analysis of the data. He noted that in the AM, Brewster has the most traffic eastbound and Woodlawn has the most westbound traffic. In the PM, Woodlawn has the most traffic east and westbound with Brewster having a significant amount westbound as well. Police Chief McCollum noted that these high counts are due to cut-through traffic – people trying to avoid trains along LaGrange Road. Chairman Graham noted that the PM westbound traffic (2,059) was much more significant than the east- and westbound traffic in the morning, which is consistent with the Chief McCollum's assertion that the traffic is primarily cut-through traffic related to people trying to avoid a train.

Mr. Flood, the Village's consulting engineer, noted that traffic warrants are based on Federal standards, which take into account volumes and peak volumes. He stated that the data collected for the five streets being discussed indicated that none of the streets reviewed are even close to meeting the warrants. In response to a question by the Chairman, Mr. Flood further clarified that even if the traffic volumes were distributed differently among the five streets, they still wouldn't meet the warrants because the volume of traffic is just not significant enough.

Chairman Graham shared details of a discussion he had with a retired engineer, which he felt substantiated the statements made by Chief McCollum and Mr. Flood.

Mr. Seguin noted that Pine and Elmwood are short streets and that the traffic counts on the remaining three streets are all similar, which further substantiates the cut-through traffic theory. He feels that people are simply taking streets that are closest to them at the time the train arrives.

Chairman Graham noted that it's important not to "overly" control traffic, as it can create more problems. Chairman Graham then asked if the 5 days the counts were taken are representative of an average week. Mr. Flood explained that the counts occurred over a full week (Monday thru Friday) which is a significant enough period of time to ensure that the counts are valid – although there may be some seasonal discrepancy. Chairman Graham then asked about why the time periods 6-9 am and 3-6 pm were selected. Mr. Flood responded that this is because these are the peak traffic times so they exemplify the most traffic the streets will incur during the day. Chairman Graham noted that he felt the data set forth a reasonable baseline. Mr. Seguin concurred and noted that the reason for obtaining the data was to determine if there was a need to make any changes to traffic flow on the five streets, west of LaGrange Road. The Committee concurred that the data indicated that there is not need to further study traffic flows or consider any traffic restrictions.

Chief McCollum shared that in response to Mr. Soucek's concerns raised at the last meeting, the Village's Police Department has obtained permission from the LaGrange PostMaster to move the

existing mailbox on Woodlawn in front of Village Hall off the street to closer to the Village Hall building.

Mr. Lisek noted that Woodlawn extends east from LaGrange Road and runs through the Village Market, which he found odd. Mr. Flood confirmed that this is right-of-way and considered a public street. He noted that the existing street sign is difficult to see (it's blocked by a tree). Ms. Keating explained the reasoning behind why the portion of Woodlawn east of LaGrange Road was dedicated as public right-of-way.

Some Committee members stated they felt there needed to be more speed limit signs on Woodlawn, west of LaGrange Road. Mr. Flood explained where the existing speed limit signs are located and noted that they have been installed at the appropriate height. Chairman Graham raised a concern about several stop signs in the Village being too low and hard to see. Mr. McLaughlin, the Director of Public Works, said the Department would look into this to confirm they meet the current standards.

Chairman Graham asked if there was any further business. Being none, he asked for a motion to adjourn. Mr. Johnson motioned to adjourn which was seconded by Mr. Sequin. The meeting was adjourned at 7:35 p.m.

Respectfully submitted,

Emily Rodman
Assistant Village Manager

Traffic, Safety & Engineering Committee Meeting

July 11, 2012

Minutes

Members in Attendance: Steve May
Keith Krysa
James Seguin
David Bryant

Also in Attendance: Julia Cedillo
Brendan McLaughlin
Paul Flood
Dan McCollum

Chairman May called the meeting to order at 7:02 pm. A quorum was present.

Chairman May noted that the next item on the agenda as approval of the minutes from the June 13, 2012 meeting. Mr. Seguin motioned to approve the minutes as presented. Mr. Krysa seconded the motion. The motion to approve the minutes for June 13, 2012 passed unanimously by a voice vote.

Chairman May requested that Village Manager provide an introduction to the evening's meeting. Ms. Cedillo announced Mr. Steve May as the new Chairman of the committee and introduced Mr. Bryant as the committee's newest member. Ms. Cedillo thanked each of them for their willingness to serve. Ms. Cedillo then provided a brief overview for the evening's meeting. Ms. Cedillo noted that the purpose of the meeting was to discuss a letter from Mr. Soucek which was dated June 5, 2012. She explained that the letter was to be included in the June 11, 2012 meeting materials, but was inadvertently left out. She stated that while the letter appears to provide some clarifying comments, the letter restated Mr. Soucek's previous request and added Dover as an additional street for the Committee's consideration. Therefore, the purpose of the meeting was to discuss the correspondence and determine whether the committee would like to give consideration of the request with regard to Dover only.

Chairman May noted that he identified two points in the letter for which he would like to provide comment. He noted that the committee understood the request and a decision was made and this was noted in the minutes of the April Meeting. He stated that the traffic counts were conducted in an effort to understand how the various streets conveyed traffic during rush hour periods to determine whether there exists evidence that traffic control measures are necessary. He reiterated that the traffic counts did not indicate the need for further study.

Chairman May reiterated that there exist federal guidelines for traffic control and those are outlined in the MUTCD. He further noted that these guidelines provide assurance that traffic

control devices are utilized and adhered to in an appropriate manner. Mr. May explained that it is doubtful the Village could legally depart from the traffic control standards set forth in the MUTCD. This is because of the Federal government's desire to have uniformity in all States so drivers don't have to react to local variations in how these devices are employed.

Chairman May then noted that the other item he would like to address in the letter related to the addition of Dover which had not been discussed before as a part of Mr. Soucek's original request. In the Chairman's opinion, the cross street of Dover is similar to what was previously considered at Catherine and Spring.

Chairman May asked whether Mr. Soucek would like to comment on his letter. Mr. Soucek noted that Woodlawn is inappropriately being used as a collector street. Mr. Soucek stated that by swapping the signs located at the various cross streets onto Woodlawn, it would slow and divert the flow of traffic. Mr. Soucek emphasized that it was a matter of safety. He stated that he observed the traffic on Woodlawn and the traffic on the street impedes children's ability to cross the street. Mr. Soucek noted that speeding traffic presents an issue of safety and that the street is not being used as a local street.

One committee member noted that in their previous discussion, the swapping of the stop signs did not meet the criteria for traffic control, and doing so would be in conflict with the MUTCD. It was further noted that stop signs should be placed in such a manner to control the lesser volume street at an intersection. Village Engineer Flood further noted that stop signs are not intended to be a speed control devices, and that there are mechanisms for such. The Engineer explained that studies show that stop signs do not slow traffic down as drivers will speed up in between stop signs to make up for lost time.

At the conclusion of the discussion Chairman May requested a motion to make a recommendation on the issue of Dover. Mr. Seguin made a motion to recommend to the Village Board that no changes to traffic control take place at Dover and Woodlawn. Mr. Krysa seconded and the motion passed with May, Krysa and Seguin voting in the affirmative. Mr. Bryant chose to abstain as he was not present for the previous discussion.

Adjournment: Mr. Bryant made a motion to adjourn, seconded by Mr. Seguin. By unanimous vote, the meeting was adjourned at 7:30 p.m.

Respectfully submitted,

Julia Cedillo
Village Manager

MEMORANDUM

TO: Julia Cedillo, Village Manager
FROM: Chief McCollum 
SUBJECT: Speeding Vehicles on Woodlawn
DATE: July 12, 2012

At last night's Traffic Safety and Engineering Committee Meeting, the percentage of speeders identified by the Police Department was briefly mentioned. I retrieved the results from both speed surveys in an opportunity to provide some clarification concerning the actual speeds tracked during the two one-week surveys. Please note: The recording instrument records speeds in 2 mph increments. Therefore, 25 mph, even though in compliance, appears along with 26 mph in the recorded speeds.

In the survey conducted from *March 21 – March 28, 2012*, the following, in summary, are the recorded speeds of 25 mph or above:

Eastbound Woodlawn

- 17.5% of the vehicles were traveling between 25-26 mph (26 mph would be speeding).
- 17.5% of the vehicles were traveling between 27-28 mph.
- 12.1% of the vehicles were traveling between 29-30 mph.
- 6.0% were traveling between 31-32 mph.
- 2.1% were traveling between 33-34 mph.
- 0.7% were traveling between 35-36 mph.
- 0.2% were traveling between 37-38 mph.
- 0.1% were traveling between 39-40 mph.

Westbound Woodlawn

- 19.3% of the vehicles were traveling between 25-26 mph.
- 18.4% were traveling between 27-28 mph.
- 11.0% were traveling between 29-30 mph.
- 4.8% were traveling between 31-32 mph.
- 1.5% were traveling between 33-34 mph.
- 0.4% were traveling between 35-36 mph.
- 0.2% were traveling between 37-38 mph.
- 0.1% were travelling between 39-40 mph.

The total number of vehicles counted during this 7-day monitoring were 8,362.

In the survey conducted from *May 29- June 4, 2012*, the following, in summary, are the recorded speeds in excess of the posted 25 mph limit:

Eastbound Woodlawn

- 18.9% of the vehicles were traveling between 25-26 mph (26 mph would be speeding).
- 8.6% of the vehicles were traveling between 27-28 mph.
- 2.5% of the vehicles were traveling between 29-30 mph.
- 0.6% were traveling between 31-32 mph.
- 0.1% were traveling between 33-34 mph.

Note: No vehicles were recorded above 34 mph.

Westbound Woodlawn

- 24.3% of the vehicles were traveling between 25-26 mph.
- 15.3% were traveling between 27-28 mph.
- 7.0% were traveling between 29-30 mph.
- 1.9% were traveling between 31-32 mph.
- 0.5% were traveling between 33-34 mph.
- 0.4% were traveling between 35-36 mph.
- 0.1% were traveling between 37-38 mph.

The total number of vehicles counted during this 7-day monitoring were 9,268.

Previously, we have indicated that citations generally will not withstand the test of judicial scrutiny, if written to violators whose speeds are not in excess of 10 mph over the limit. In school zones or where there is substantial pedestrian traffic in residential zones, some judges will consider 7 mph to be excessive speed. If you analyze the recorded speeds and use the 7 mph tolerance, Eastbound and Westbound Woodlawn Avenue each have an identical violation rate of 3.2%. Please remember: This is allowing for a 7 mph cushion, not the customary 10 mph.

I hope this information will be useful in any future discussions regarding vehicle speeds on Woodlawn. If you have any further questions or need any additional information, please feel free to contact me.

Public Works Committee

Scott Mesick, Chairman
LaVelle Topps
Marshall Seeder

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

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 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 ____ day of August 2012.

AYES:
NOS:
ABSENT:

Approved this ____ 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 Vought, 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 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 11th FL, Springfield, IL 62701. Scanned letters can be submitted to 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.ildceo.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.

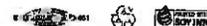
Duration and Payment of Grant

This grant is to be used during the period May 1, 2012 through ~~May 31, 2012~~ ^{APRIL 30, 2013} (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.

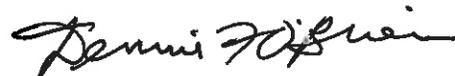
The Grantee's Primary Contact at the Foundation

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		
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 OPTANUM, 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 OPTANUM	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	
			Subtotal			
			Sales Tax (0.0%)			
			Total			

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: chrisjm@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

Rep	Project

Item	Description	Qty	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

Subtotal	\$1,248.30
Sales Tax (0.0%)	\$0.00
Total	\$1,248.30

Julia Cedillo

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

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

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 28th 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

Julia Cedillo

From: Ryan, Matthew J.
Sent: Monday, July 30, 2012 12:00 PM
To: Julia Cedillo
Cc: Dan McCollum; Frost, Joseph B.
Subject: RE: Debt Recovery Program - Follow Up

Hi Julia and Chief McCollum,

I have provided the answers to the Board's questions below, and addressed 2 additional sticking points that I believe came up during the meeting.

Follow-up Questions:

Debt Recovery Program:

1. Can there be certain components eliminated or isolated from the offset program. Specifically, can the Village of La Grange Park program not offset funds from retirement or state employee wages?
YES. Prior to the start of offsets on behalf of the Village of La Grange Park, you will have an opportunity to select whether or not to include State Employees for withholdings. Additionally, this same provision would have been available for Retirement Benefits, however, our internal decision was to exempt this segment from the entire program. To be clear, we no longer offset retirement benefits.
2. Has a municipality / participant ever been charged back the \$15 fee when an error has been determined? AND: After the pilot program ends and the program is in full swing, will the State require the municipality / participant to pay the \$15 if it was determined the offset was unwarranted?
NO. A municipality/participant has never been charged back the \$15 fee when an error has been determined. Technically, the state has the right to hold the local entity responsible for the \$15 fee if it was determined that the debt should not have been submitted on our system. However, it has been our experience that determining fault for such errors (local entity or Local Debt Program) can be difficult and is not something we anticipate "charging back" to the local entity.

***Additional Support From The IGA:**

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.

Local Unit Refunds. The local unit is responsible for refunding monies to the debtor 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.

*Below I have addressed a few additional questions that I felt needed some clarification:

1. The following portion of the Statue was raised during the Board Meeting regarding our office accepting claims under \$50.

However, the Comptroller shall not be required to accept accounts or claims owing to funds not held by the State Treasurer, where such accounts or claims do not exceed \$50, nor shall the Comptroller deduct from funds held by the State Treasurer under the Senior Citizens and Disabled Persons Property Tax Relief and Pharmaceutical Assistance Act or for payments to institutions from the Illinois Prepaid Tuition Trust Fund (unless the Trust Fund moneys are used for child support). The Comptroller and the Department of Revenue shall enter into an interagency agreement to establish responsibilities responsibility, duties, and procedures relating to deductions from lottery prizes awarded under Section 20.1 of the Illinois Lottery Law.

This language is actually taken from the State Offset program; this provision allows our office the right to refuse placing or withholding on any debt less than \$50. However, as stated in the IGA, the Local Debt Recovery Program will accept and offset any claims that are \$10 or more.

2. The following addresses what happens when the debtors state payment is LESS THAN \$30 (i.e. state tax return payment of \$20):

Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall be equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.

EXAMPLE: If a debtor receives a state payment of \$20, our fee will be reduced to \$10 (Equal to) the \$10 dollars paid to the local entity.

I hope this helps, please contact me with any other questions or concerns.

Regards,

Matt

Matthew Ryan
Deputy Director
Office of Government and Community Affairs
Office: 312-814-4944
Fax: 312-814-2986

Office of the Comptroller
100 W. Randolph St., Suite 15-500
Chicago, IL 60601-3252

Finance Committee

Patricia Rocco, Chairwoman

Scott Mesick

Marshall Seeder

Village Board Agenda Memo

Date: August 7, 2012

To: Finance Committee Chair Patricia B. Rocco
President & Board of Trustees

From: Pierre A. Garesché, Finance Director *P.A.G.*
Julia A. Cedillo, Village Manager *JAC*

Re: **Audit Services**

GENERAL BACKGROUND:

Seven months ago the board approved a contract for Selden Fox, Ltd. to perform an audit of the Village's 2011-12 financial records. At that time there seemed to be a small amount of interest amongst some board members to possibly seek proposals from audit firms other than Selden Fox. Further discussion was deferred, however, because it was suggested the best time to start such a process would be late summer.

It is now late summer and we are bringing the matter back to the board's attention for the purpose of discussion. No action is required if the board is satisfied with Selden Fox remaining as our audit firm. However, if the board wishes for a "request for proposal" (RFP) to be sent to a number of different audit firms, then a motion expressing that wish should be passed at the August 28, 2012 board meeting.

This year we will be paying \$16,000 for the audit. The Village of Oak Brook conducted a survey two years ago to find out what other communities paid for their audits. All 17 of the other communities participating in the survey paid more than \$16,000. As a very small sampling, two of our neighbors, Western Springs and Westchester, paid \$25,486 and \$32,700 respectively. We receive our auditing services at a very low cost.

Fourteen years ago when we sought proposals from eight different audit firms, we also sought written responses from those firm's references in which the references graded the firms in several categories. Selden Fox received 25 A's and 3 B's which resulted in the highest score for service excellence out of the eight firms. Their excellent performance for us over the past fourteen years has substantiated the value of those reference checks.

This year, in order to gain a fresh and different perspective from our auditors, as well as to ensure their independence passes all scrutiny, we asked Selden Fox to provide an entirely new audit team. This they did without hesitation. None of the three individuals performing this year's audit, including Vice President Henry Demlow, have worked on the La Grange Park audit in the past.

It is primarily for these three reasons; low cost, excellent service and competency, and renewed independence, that we recommend continuing the relationship with Selden Fox, Ltd. With that said, we fully recognize the board must feel comfortable with the firm performing the Village's audits and therefore we are bringing this matter to you for discussion.

Items of Interest

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

Cool Village Committee

Wednesday, August 15th
7:00 p.m. LGP Library Activity Room

**Zoning Board of Appeals
(Findings of Fact)**

Tuesday, August 21st
Board Room

Commercial Revitalization Meeting

Thursday, August 23rd
Board Room

Public Works Garage Committee

Thursday, August 30th
Board Room

2012 MEETINGS REMINDER

August 28, 2012	Village Board Meeting	7:30 p.m.	Village Hall
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