

# Village of Gilberts

Village Hall  
87 Galligan Road, Gilberts, IL 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
www.villageofgilberts.com

## Village Administrator Memorandum 22-12

**TO:** President Rick Zirk  
Board of Trustees

**FROM:** Ray Keller, Village Administrator *RK*

**DATE:** March 29, 2012

**RE:** Village Board Meeting – April 3, 2012

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The following summary discusses the agenda items for the Village Board meeting scheduled for April 3, 2012:

**1. CALL TO ORDER**

**2. ROLL CALL / ESTABLISH QUORUM**

**3. RECOGNITION**

**A. Community Policing Awards**

Chief Williams will recognize Officers James Levand and Hector Pulgar for their contributions through community policing.

**4. PUBLIC COMMENT**

**5. CONSENT AGENDA**

*Any item may be removed from the consent agenda by request.*

**A. Minutes from the March 20, 2012 Village Board Meeting**

Staff recommend approval of the minutes from the Village Board meeting on March 20, which are provided for the Board's review. Please contact Village Clerk Debra Meadows prior to the meeting if there are any changes or corrections.

**B. Bills and Salaries dated April 3, 2012**

Please refer to the enclosed spreadsheet, which lists the bills to be approved. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

## **6. ITEMS FOR APPROVAL**

### **A. Ordinance 04-2012, an Ordinance authorizing an Intergovernmental Agreement by and between the Village of Gilberts and the Illinois Office of the Comptroller regarding access to the Comptroller's Local Debt Recovery Program**

Approval of this ordinance would allow the Village to participate in the Comptroller's Local Debt Recovery Program. This program allows a municipality to seek collection of a debt through the Comptroller's Office, which could garnish any proceeds, tax returns or other funds administered by the State. The Village would have to provide information about the debt to be collected and the party from which the Village seeks payment; certification that the debt is past due and legally enforceable, and evidence of proper notice and previous attempts to seek payment directly. There is a \$15 charge per claim, but it is paid by the party owing the debt. The agreement includes a protest and hearing process, which would be administered by the Comptroller's Office.

Staff recommend approval of the ordinance. Supplemental information from the Comptroller's Office is provided in the packet.

### **B. Resolution 08-2012, a Resolution authorizing the approval of CY 2012 Recreational Programming Agreement with the Gilberts Grizzlies**

Staff recommend approval of the resolution, which authorizes the annual agreement with the Gilberts Grizzlies for the use of the football field at Town Center Park. The Grizzlies will use the field for its practices starting in May and running through November. As in past years, the Village will provide basic field maintenance while the Grizzlies will be responsible for lining the fields for their programs. The Grizzlies will carry general liability insurance, which names the Village as an additional insured party.

### **C. Resolution 09-2012, a Resolution authorizing the approval of CY 2012 Recreational Programming Agreement with the Tri-Cities Team**

Staff recommend approval of the resolution, which will allow a Tri-Cities baseball team represented by Mr. Joe MasKivish to reserve the Memorial Park baseball field for its team practices. The team will use the baseball field through the end of April and will provide the striping, bases, etc. it needs for its practices. Tri-Cities will also provide general liability insurance naming the Village as an additional insured party.

## **7. ITEMS FOR DISCUSSION**

### **A. Road Program Update**

Village Engineers from Baxter & Woodman will provide a status report on the road program and review a list of corrections, adjustment and other punchlist items that remain to be completed.

### **B. FY 2013 Budget**

This agenda item continues the budget discussions started at the March 13 Committee of the Whole meeting. The public hearing for the budget has been set for the April 10 meeting. Please let me know if there are specific budget areas that you wish to discuss at the meeting.

**8. STAFF REPORTS**

Staff will provide any new updates at the meeting. Please contact me prior to the meeting if there are any specific topics to be discussed at the meeting.

**9. BOARD OF TRUSTEES REPORTS**

**10. PRESIDENT'S REPORT**

**11. EXECUTIVE SESSION**

Staff request that the Board adjourn to Executive Session to discuss potential litigation. Please contact me if you any questions about executive session topics.

**11. ADJOURNMENT**

**Village Board of Trustees**  
**Meeting Agenda**  
**Village of Gilberts**  
**87 GALLIGAN ROAD,**  
**GILBERTS, ILLINOIS 60136**  
**April 3, 2012**  
**7:00 P.M.**

**A G E N D A**

**ORDER OF BUSINESS**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL/ESTABLISH QUORUM**
- 3. RECOGNITION**
  - A. Community Policing Awards
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
  - A. Minutes from the March 20, 2012 Village Board Meeting
  - B. Bills and Salaries dated April 3, 2012
- 6. ITEMS FOR APPROVAL**
  - A. Ordinance 04-2012, an Ordinance authorizing an Intergovernmental Agreement by and between the Village of Gilberts and the Illinois Office of the Comptroller regarding access to the Comptroller's Local Debt Recovery Program.
  - B. Resolution 08-2012, a Resolution authorizing the approval of CY-2012 Recreational Programming Agreement with the Gilberts Grizzlies
  - C. Resolution 09-2012, a Resolution authorizing the approval of CY-2012 Recreational Programming Agreement with a Tri-Cities Team
- 7. ITEMS FOR DISCUSSION**
  - A. Road Program Update
  - B. FY-2013 Budget
- 8. STAFF REPORTS**
- 9. BOARD OF TRUSTEES REPORTS**
- 10. PRESIDENT'S REPORT**
- 11. EXECUTIVE SESSION**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2 (c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 102/2 ( c ) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2 ( c ) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 ( c ) 2 Collective negotiating matters.
- 12. ADJOURNMENT**

## AUDIENCE PARTICIPATION

Anyone indicating a desire to speak during Public Comments will be acknowledged by the Village President. Please state your name, address and topic when called upon to speak. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). Interrogation of the Village Staff, Village President, Village Board or any of their comments will not be allowed at this time. Personal invectives against Village Staff or Elected Officials are not permitted.

To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President.

If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.

During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting.

"The Village of Gilberts complies with the Americans with Disabilities Act (ADA). For accessibility assistance, please contact the Village Clerk at the Village Hall, telephone number 874/428-2861." *Assistive services will be provided upon request.*

**5A**

**Village of Gilberts  
87 Galligan Road  
Gilberts, Illinois 60136  
Village Board  
Meeting Minutes  
March 20, 2012**

**Call to Order/Pledge of Allegiance**

President Zirk called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

**Roll call/Establish Quorum**

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Clark, Mierisch, Zambetti, Farrell and President Zirk. Trustee Hacker was absent. Others present: Administrator Keller, Finance Director Blocker, Assistant to the Village Administrator Beith and Village Clerk Meadows. For members of the audience please see the attached list.

**Public Comment**

Resident Adrian Bielat who resides at 405 Columbia Lane addressed the Board. He expressed concerns with the use of the park and berm area adjacent to his property. Mr. Bielat reported that often times children are climbing his fence to retrieve their balls. In addition, many of the park users antagonize his dog.

Mr. Bielat discussed the fact that on several occasions he has expressed his concerns to both the Board Members and various coaches. However, there has been no corrective action taken.

President Zirk commented on the difficulty with balancing residents' demands for more sport programs while trying to be sensitive to the homeowners impacted by park use.

Trustee Corbett would like to find a way in which the Village could alleviate Mr. Bielat concerns.

Jeremy Haeffling, resident and a softball coach for an Elgin Classic team addressed the Board. He was looking for the Board Members to approve his team's use of the Memorial Park ball field during the months of March and April. Mr. Haeffling reported that the majority of his players reside in the Village.

There was some discussion with respect to the previous agreements the Village has had with both the Grizzlies and the YMCA. The agreements allowed the organizations use of the fields and in return the organizations maintain the fields throughout their seasons.

The Board Members commented on the fact that the Grizzlies and the YMCA were in attendance and they will be discussing field use in the order it appears on the agenda. After that discussion has concluded the Board Members will consider Mr. Halfling's request.

#### **Consent Agenda**

- A. A Motion to approve Minutes from the March 6, 2012 Village Board meeting**
- B. A Motion to approve Minutes from the March 13, 2012 Meeting of the Committee of the Whole**
- C. A Motion to approve the February 2012 Treasurer's Report**
- D. A Motion to approve Bills and Salaries dated March 20, 2012 as follows: General Fund \$66,533.04, TIF \$4,076.00, Permit Pass Thrus \$737.50, Performance Bonds and Escrows \$1,635.00, Water Fund \$52,504.16, Payroll \$91,112.72**
- E. A Motion to approve Ordinance 03-2012, an Ordinance amending the Village Code Title 3 "Business and License Regulations" Chapter 3 "Liquor Control" section 3-2-17 "BASSET Training Requirements"**
- F. A Motion to approve Resolution 07-2012, a Resolution to approve the Executive Session Minutes**

There being no discussion with respect to the agenda items. a motion was made by Trustee Clark and seconded by Trustee Zambetti to approve the Consent Agenda as presented. Roll call: Vote: 5-ayes: Trustees Corbett, Clark, Mierisch, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

#### **Items for Approval**

**A Motion to approve Ordinance 04-2012, an Ordinance amending the Village Code Title 8 "Water and Wastewater" Chapter 5 "Public Waterworks Systems" Section 12 "User Charges"**

Administrator Keller reported that the draft Ordinance had been previously reviewed by the Board Members during the last Committee of the Whole Meeting, at which time a revision was made to B3.

There being no further discussion, a motion was made by Trustee Corbett and seconded by Trustee Clark to approve Ordinance 04-2012, and Ordinance amending the Village Code Title 8 "Water and Wastewater" Chapter 5 "Public Waterworks Systems" Section 12 "User Charges". Roll call: Vote: 5-ayes: Trustees Clark, Mierisch, Zambetti, Farrell and Corbett. 0-nays, 0-abstained. Motion carried.



**A motion to approve Ordinance 05-2012, an Ordinance amending the Village Code Title 7 "Public Ways & Property" Chapter 1 "Miscellaneous Right of Way Provisions" adding Section 7-1-2 "Responsibility of Public Right of Ways"**

Trustee Clark apologized that he was unable to attend the last Board Meeting and had missed the discussion with respect to Ordinance 05-2012. Trustee Clark questioned the intent of item C. In his opinion the language was vague. Administrator Keller explained that Ordinance 05-2012 does not change any of the current policies.

Trustee Mierisch inquired on the process in which residents could enhance or improve their culvert. Administrator Keller replied that the process would be similar to residents applying for a site alteration permit.

Trustee Clark commented on the fact that language dealing with parkway maintenance is difficult to make concise.

There being no further discussion, **a motion was made by Trustee Farrell and seconded by Trustee Zambetti to approve Ordinance 05-2012, an Ordinance amending the Village of Gilberts code Title 7 "Public Ways and Property" Chapter 1 " Miscellaneous Rights of Way Provisions"** Roll call: Vote: 4-ayes: Trustees Zambetti, Farrell, Corbett and President Zirk. 2-nays: Trustees Mierisch and Clark. 0-abstained. Motion carried.

**Fiber Optics Proposal**

Assistant to the Village Administrator Beith discussed how the investigation into the installation of fiber an optic system began. The original concept was to coordinate with District 300 and install a fiber optic system that would allow for the connection of all the Village facilities. However, the Village had several obstacles such as crossing I-90 and the railroad tracks. Assistant to the Village Administrator Beith reported o the process of reaching alternative ways in which to cross I-90 and the railroad tracks. One of his contacts referred him to I3 America Inc. I3 America Inc has a technique in which they can deploy fiber cables in the wastewater infrastructure. Assistant to the Village Administrator Beith introduced Mr. Scott Bradshaw, Country Manger of I3 America to speak further on their technology and proposal.

Mr. Bradshaw provided the Board Members with a power point presentation of an overview of their company and business plan for the Village of Gilberts. Mr. Bradshaw discussed their proposal to extend fiber optic cable to all Gilberts' property at no cost to the Village. Mr. Bradshaw continued to discuss in depth the details contained in the Memorandum of Understanding agreement.

Trustee Zambetti questioned how the fiber optic cable would be able to endure such a corrosive environment. Mr. Bradshaw replied the cables have steel wire armor protection with a PVC outer sheathing, making them highly resistant to the environment and to most types of damage caused from sewer cleaning methods and other equipment.

Mr. Bradshaw reported that he had met with the Village Water Superintendant Castillo and Chief Building Inspector Swedberg and they both approved of the product and installation technique.

Trustee Mierisch asked if this process is approved by the EPA. Mr. Bradshaw replied yes. He has recently spoken with the EPA with respect to the process and product.

Trustee Mierisch inquired what would happen to the Village if the investors were to pull their assets out of the project. Mr. Bradshaw responded that the Village of Gilberts' fiber optics system would be owned by a private company and would not be controlled by share holders.

President Zirk questioned if this is something the Village should consider drafting a Request of Proposal.

President Zirk asked if Public Works was to damage a cable while performing sewer maintenance duties how and who would make the repairs to the cable. Mr. Bradshaw replied the Village would have qualified 13 techs in which they would contact.

President Zirk asked who would be responsible for JULIE locates. Mr. Bradshaw replied a certified local contractor would be responsible for locates. In addition, the cable infrastructure would be included on the Village's "As Builts".

A lengthy discussion ensued with respect to the offering of fiber optics. The offering of fiber optics increases competitive pricing and has a tendency to drive service cost down. This outcome would be a direct benefit to the residents.

President Zirk discussed the confidentiality clause. He noted that the Village is subject FIOA and the Board follows transparent government policies. Mr. Bradshaw understood.

The Board Members concurred that they were comfortable with staff moving forward. Administrator Keller will work with Attorney Tappendorf and streamline the Memorandum of Understanding.

### **Youth Sport Programs**

Mr. Reigner, Executive Director of the YMCA and Mr. Curran, Director of the Gilberts Grizzlies both addressed the Board. Mr. Reigner and Mr. Curran apologized on behalf of their organizations if anyone of their program participants or parents had been involved in trespassing on Mr. Bielat property or antagonizing his dog. Trustee Corbett again stressed the fact that he would like to see some type of resolution with respect to Mr. Bielat property. A lengthy discussion ensued with possible options to resolve Mr. Bielat's concerns. Director Reigner and Director Curran will inform their program participants of the proper way in which to conduct themselves in regards to private property.

Director Reigner reported that the YMCA will be offering girls and adult coed softball leagues.

Director Reigner reported that he had no problem with other organizations using the fields when the YMCA has no practices or games scheduled. However, they should be required to contribute to maintaining the fields during their scheduled use as is required of the YMCA and the Grizzlies.

A lengthy discussion ensued with respect to policies on scheduling field use. The Board concurred that if an organization does not enter into an agreement with the Village in which they agree to maintain the fields during their scheduled use there will be a \$25.00 fee per use after using the field twice in any one month. Staff will inform the organizations that had recently reserved the fields of the new policy.

### **FY-2013 Budget**

Administrator Keller reported that staff is in the process of reducing the FY-2013 budget deficit. Currently they have reduced the deficit by \$30,000 which leaves \$20,000 that still needs to be trimmed from the budget.

Trustee Mierisch requested on behalf of Gilberts' Citizens Emergency Response Team that staff budget \$350.00 for the purpose of them filing an application to become, A 501 (c ) (3) not-for-profit community service organization.

Trustee Farrell asked if the budget would include a vehicle inventory list and the vehicle replacement program schedule. Administrator Keller replied yes.

There was some discussion on who should receive budget information emails.

### **Staff Reports**

Assistant to the Village Administrator Beith reported on the cost savings of implementing paperless packets. Staff recommends implementing a 50/50 purchase program. The Board or Staff member would retain ownership and control of the electronic device. The Board Members concurred with the proposed program. Staff asked if the Board would like to implement the program in this or next Fiscal Year. The Board would like to see the program go into effect as soon as feasible.

### **President's Report**

President Zirk discussed upcoming appointments. He noted that the Zoning Board of Appeals does not meet very often. He recommended combining the Zoning Board of Appeals with the Plan Commission. Trustee Mierisch had no problems with combining the two commissions if the commissioners were invited to serve the community in another capacity. The Board Members concurred with President Zirk's recommendation. Staff will draft an Ordinance amending the Village and Zoning Codes.

### **Adjournment**

There being no further business to discuss, **a motion was made by Trustee Clark and seconded by Trustee Zambetti to adjourn from the public meeting at 10:01 p.m.** Roll call: Vote: 5-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

**5B**

	VENDOR	TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRU'S	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	<b>GRAND TOTAL</b>	<b>103,888.97</b>	<b>15,017.31</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,954.84</b>	<b>62,887.02</b>
ALTPW01	PAYROLL - 03/11/12 - 03/24/12	62,887.02						62,887.02
AT&TU01	ALTERNATE POWER, INC	3,505.00					3,505.00	
CAN01	AT&T U-VERSE	75.00	75.00					
CLGRAP	CANON FINANCIAL SERVICES, INC.	800.00	690.00				110.00	
COLUMB	CL GRAPHICS INC.	167.68	167.68					
COM003	COLUMBIA PIPE & SUPPLY CO	274.81					274.81	
CRE001	COMMONWEALTH EDISON	66.45	66.45					
ERA001	CRESCENT ELECTRIC SUPPLY	368.89					368.89	
EXELON	ENVIRONMENTAL RESOURCE ASSOC	261.52					261.52	
EXXON01	EXELON ENERGY INC.	11,042.47	174.16				10,868.31	
FOX01	EXXONMOBILE FLEET	5,158.15	4,886.33				269.82	
HAC001	FOX VALLEY SECURITY SYSTEMS	360.00	360.00					
KORECORD	HACH COMPANY	112.75					112.75	
MANALY01	KANE COUNTY RECORDER	32.00					32.00	
MEN002	MCHENRY ANALYTICAL WATER	1,143.00					1,143.00	
NEX001	MENARDS - CARPENTERSVILLE	413.10	308.88				104.22	
NEXT01	NEXUS OFFICE SYSTEMS, INC.	87.47	87.47					
PIT001	NEXTEL COMMUNICATIONS	491.88	365.83				126.05	
PROAIR01	PITNEY BOWES INC	55.24	55.24					
RSCRENT	PRO-AIR SERVICE, INC	464.00					464.00	
SCUFF01	RSC EQUIPMENT RENTAL	458.00	458.00					
SES001	RICHARD SPINKER	560.00	560.00					
SUBLA801	SMITH ECOLOGICAL SYSTEMS	544.00						
T0000899	SUBURBAN LABORATORIES	250.00					544.00	
UNION01	O'CARROLL ELECTRIC	2,864.30	2,864.30				250.00	
VERIZ01	UNION NATIONAL BANK OF ELGIN	3,510.54	3,510.54					
VIKING01	VERIZON WIRELESS	387.43	387.43					
WCOM01	VIKING CHEMICAL CO	6,360.48					6,360.48	
	COMMONWEALTH EDISON-WATER	1,159.79					1,159.79	

**6A**

**VILLAGE OF GILBERTS**

**KANE COUNTY**

**STATE OF ILLINOIS**

**ORDINANCE NUMBER 04-2012**

**An Ordinance authorizing an Intergovernmental Agreement by and between the Village of Gilberts and the Illinois Office of the Comptroller regarding access to the Comptroller's Local Debt Recovery Program**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF GILBERTS  
KANE COUNTY  
STATE OF ILLINOIS**

**April \_\_, 2012**

**Published in pamphlet form by authority of the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois this \_\_\_\_ day of April , 2012.**

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**An Ordinance authorizing an Intergovernmental Agreement  
by and between the Village of Gilberts and the Illinois Office of the Comptroller  
regarding access to the Comptroller's Local Debt Recovery Program.**

**WHEREAS**, the Illinois Office of the Comptroller (the "IOC") and the Village of Gilberts, Illinois (the "Village") share the common goals of collection debts owed to its respective public bodies; and

**WHEREAS**, the IOC operates a program, known as the Comptroller's Offset Program (hereinafter, (the "Program")), for the collection of debt owed the State of Illinois by person's receiving payments from the State; and

**WHEREAS**, the Illinois General Assembly specifically provided for the ability of the Village to utilize the Program 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] in order for the Village to have access to the Local Debt Recovery Program for purposes of collecting both tax and non-tax debts owed to the Village; and

**WHEREAS**, the IOC and the Villager 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 [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law; and

**WHEREAS**, the IOC and the Village wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement") whereby the IOC and the Village will accomplish the above-stated goals; and

**THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS**, as follows:

**SECTION 1. Recitals.** The recitals set forth above are hereby incorporated into and made part of this Ordinance as though set forth in this Section 1.

**SECTION 2. Adoption of Agreement.** The Village President and the Village Clerk are hereby authorized to execute and deliver the Agreement, and such other documents as are necessary, between the Village of Gilberts and the Illinois Office of the Comptroller as attached hereto and made part hereof as Exhibit A.

**SECTION 3. Severability.** In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

**Section 4. Repeal and Saving Clause.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect after its approval in the manner provided by law.

Passed this \_\_\_\_\_ day of April, 2012 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

(SEAL)

\_\_\_\_\_  
Village President Rick Zirk

ATTEST: \_\_\_\_\_  
Village Clerk, Debra Meadows

Published: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE ILLINOIS OFFICE OF THE COMPTROLLER  
AND  
VILLAGE OF GILBERTS  
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 Gilberts (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. 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.

2. 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.

3. Notification of Change in Status.

- (a) The local unit 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, or the death of the debtor.

- B. Operational Requirements. Upon receiving a data file from the local unit pursuant to 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 local unit will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records.
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 administering the System. The fee shall be per offset and shall be \$15, unless the offset is for an amount less than \$30, in which case the fee shall be for one-half of 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, Paragraph B, Section 6 of the 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: \_\_\_\_\_.
7. Debt Priorities. If a debtor has more than one debt, the debt with the oldest date of delinquency shall be offset first.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor 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: Debra Meadows, Village Clerk

## **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: Village of Gilberts  
Debra Meadows, Village Clerk  
Attorney Tappendorf, Ancel & Glink  
Legal Counsel)  
87 Galligan Road  
Gilberts, Illinois 60136  
Phone: 847-428-2861  
Fax: 847-428-2955  
E-mail: dmeadows@villageofgilberts.com

#### **Article IX – Acceptance of Terms and Commitment**

The signing of this document by authorized officials forms a binding commitment between IOC and Village of Gilberts. 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.

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

#### **ILLINOIS OFFICE OF THE COMPTROLLER**

By: \_\_\_\_\_

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

Name: Markus Veile

Title: Assistant Comptroller

#### **(LOCAL UNIT)**

By: \_\_\_\_\_

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

Name:

Title:

## Appendix A



STATE OF ILLINOIS  
COMPTROLLER  
**JUDY BAAR TOPINKA**

### 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.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Local Unit:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_



STATE OF ILLINOIS  
COMPTROLLER  
JUDY BAAR TOPINKA

**A PARTNERSHIP WITH LOCAL GOVERNMENTS**

# LOCAL DEBT RECOVERY PROGRAM



*"The Debt Recovery Program allows local governments to partner with the Office of the Comptroller to recoup dollars they are already owed."*

*"It provides a vehicle for municipalities, counties and other units of local government to bring in much needed revenue without raising taxes or increasing fees."*

*"Bottom-line, it's a state and local government partnership that makes sense."*

**JUDY BAAR TOPINKA**  
**ILLINOIS COMPTROLLER**

# LOCAL DEBT RECOVERY PROGRAM

## THE PROGRAM

Under a measure recently enacted into law, the Debt Recovery Program will allow the Comptroller's Office to enter into an intergovernmental agreement with local governments, school districts and public universities to collect debt such as parking tickets, fines, fees, and other types of outstanding obligations.

## HOW IT WORKS

- Prior to the Comptroller issuing a state tax refund, vendor, retirement or payroll check, the amount owed to the local government plus an administrative fee will be deducted and deposited in the Comptroller Debt Recovery Trust Fund.
- The debtor will be provided with a written notice of the action and has 60 days to protest the deduction with the Office of the Comptroller.
- If no protest is made at the end of the 60 day period, the amount owed will be transferred to the local unit of government.
- The same laws governing other involuntary withholdings apply to the Local Debt Recovery Program.

Contact the Illinois Comptroller's Government and Community Affairs Division.

- Ray Marchiori - Director (312) 814-6963
- Matt Ryan - Deputy Director (312) 814-4944
- Al Adomite - Program Manager (312) 814-6963
- Aaron Lawlor - Program Manager (312) 814-8200
- Matt Eddy - Program Manager (618) 694-5885

# LOCAL DEBT RECOVERY PROGRAM

## CASE STUDY: \$20 MILLION FOR CHICAGO

- In 2011, the Office of the Comptroller worked with the City of Chicago to test the Local Debt Recovery Program's ability to recoup uncollected debt for the city.
- The City provided **317,432 outstanding debts** for parking tickets and red light violations and other fines that are considered "stale debt" (i.e. debt that is three years or older).
- The Office of the Comptroller **matched 164,795 city debtor records (51%) to historical state payment records** through a multiple phase analysis.
- The City of Chicago's total uncollected debt for the records provided was \$96,711,272.

[O:\Download\LOCAL\\_RECOVERY\TEST\Franklin Park Water and Sewer Statistical Analysis Input.txt](O:\Download\LOCAL_RECOVERY\TEST\Franklin Park Water and Sewer Statistical Analysis Input.txt) ←Text Version

- [O:\Download\LOCAL\\_RECOVERY\TEST\Franklin Park Water and Sewer Statistical Analysis Input.xls](O:\Download\LOCAL_RECOVERY\TEST\Franklin Park Water and Sewer Statistical Analysis Input.xls) state payments qualified for the Local Debt Recovery Program (5,375 payments were exempt due to Circuit Breaker and Secretary of State refunds).
- **By utilizing the Local Debt Recovery program, the City of City could expect to recover approximately \$20.5 million in the first calendar year.**


### WHERE THE \$20 MILLION COMES FROM:

Based on the test run conducted for the City of Chicago, a majority of debt is recovered through deductions from tax refunds. The remainder is collected through commercial, state salary and other payments.

Tax Refunds	89,907	\$14,641,033.38	75%
Commercial Payments	20,122	\$3,575,744.55	17%
Salary Payments	5,038	\$1,812,382.33	4%
Other	5,153	\$474,363.62	4%

# LOCAL DEBT RECOVERY PROGRAM

## PROCESS: GETTING STARTED



The Illinois Office of the Comptroller (IOC) and the Local Government conduct an initial meeting to define the program and the process with necessary staff including management, finance and IT personnel.

Following the meeting, the Local Government provides the IOC with a preliminary test file that includes the name, address, taxpayer identification number (optional) to the IOC.

The IOC runs a match analysis with its database and provides a statistical report to the Local Government on debt records that were matched and the amount of debt the Local Government could potentially recover based on historical data.

The IOC and Local Government conduct a follow-up meeting or conference call to initiate discussions on the Intergovernmental Agreement (IGA), IT issues and any other program details.

The Local Government approves an IGA with the Office of the Comptroller.

Office of the Comptroller works with the Local Government on IT procedures including how to transmit and maintain data.



# LOCAL DEBT RECOVERY PROGRAM

## PROCESS: GETTING STARTED



The Local Government sends its data file on debts owed to IOC.


The IOC performs a match on the Local Government debt file and relays the results to the Local Government. This is called the “Pre-Add” process.

The Local Government reviews the results of the IOC match analysis and sends a separate file to the IOC to add debt to the IOC Involuntary Withholding System. This is called the “Maintenance Add” process.

When a match is made the amount owed plus the administrative fee is deducted from the payment.

# LOCAL DEBT RECOVERY PROGRAM

## PROCESS: RECOVERING DEBT



Once the debt is deducted from the payment amount, it is deposited in the Local Debt Recovery Trust Fund along with the administrative fee.

The debtor will receive a notice of the withholding by mail. The notice will include information on the protest process.

If the debtor does not protest within 60 days, the amount placed in the Debt Recovery Trust Fund will be transferred to the Local Government.


Local Governments are encouraged to use Electronic Funds Transfer to receive recovered debt.

Recovered debts will be consolidated and paid out to Local Governments on a weekly basis. Additionally, Local Governments will receive a weekly match file from the IOC.


Local Governments are required to add, change or delete debts owed to the Local Government after the "Pre-Add" process to reflect payments that have been made and new debts owed to the Local Government.

# LOCAL DEBT RECOVERY PROGRAM


## PROCESS: HANDLING APPEALS




When local debt is recovered from a tax refund, state salary, commercial payment or other state check, the individual will receive a notice by mail from the Illinois Office of the Comptroller (IOC) and has 60 days to protest from the date of the notice.




The written protest must include: 1) the reason for contesting the claim of the local governments; the amount, if any, that is due and payable to the local government; 3) any other information that will assist in the individual's case.




Once a timely protest is received by the IOC, a hearing officer will review the protest and associated documents and issue a decision on whether the debt is owed by the individual, or if an error occurred and the debt does not exist.



If the IOC requests information from the local government regarding a debt that has been protested, the local government shall respond within 60 days of the Office of the Comptroller's request.



The Local Government can seek a 60 day extension if: 1) The local government is actively pursuing further investigation; 2) The matter is in active settlement negotiations; 3) Other good cause shown by the local government.



If the IOC finds a debt does exist, the amount will be transferred to the local government. If the IOC finds that no debt exists, the amount deducted from the individual's payment and the administrative fee will be returned to them.

# LOCAL DEBT RECOVERY PROGRAM

## FREQUENTLY ASKED QUESTIONS

**Is there a maximum amount that can be deducted from tax refunds, commercial payments and state payroll checks?**

100% of debt owed can be deducted from tax refund and commercial payment checks.

However, if a local debt exists from an individual who receives a state payroll check, no more than 25% of the employee's disposable income (i.e. net income) can be deducted.

Local governments may submit claims for the entire amount owed and the Office of the Comptroller will compute the amount available for debt recovery.

**Are any types of state checks exempt from the Local Debt Recovery Program?**

Yes, Senior Circuit Breaker, Secretary of State Refund, Illinois Pre-Paid Tuition Trust Fund payments are exempt from the Local Debt Recovery Program as well as any other payments exempt by statute.

**Is there a cost to the local government for participating in the Local Debt Recovery program?**

No. The program is funded by an administrative fee paid by the individual who owes the debt.

The program will involve some of the local government's staff time to submit debtor records to the Office of the Comptroller and maintain debtor records after debt as been recovered.

**Will Local Debt Recovery Program payments be late like other State of Illinois payments?**

No. Once a debt is deducted from a state payment, the amount is transferred into the Local Debt Recovery Trust Fund where it will be held for 60 days during the appeals process. If no appeal is made, the amount will be transferred out of the fund at the end of the 60-day period. Payments will be made on a weekly basis.

If an appeal is made and the debtor's appeal is rejected, the amount owed to the local government will be transferred out of the Local Debt Recovery Trust Fund after the determination on the appeal is made.

# LOCAL DEBT RECOVERY PROGRAM

## STATUTE: PA 097-0632

**Public Act 097-0632**

**(HB0384 Enrolled)**

**AN ACT concerning State government.**

**Be it enacted by the People of the State of Illinois, represented in the General Assembly:**

Section 5. The State Comptroller Act is amended by changing Section 10.05 and by adding Section 10.05d as follows:

(15 ILCS 405/10.05) (from Ch. 15, par. 210.05)

Sec. 10.05. Deductions from warrants; statement of reason for deduction. Whenever any person shall be entitled to a warrant or other payment from the treasury or other funds held by the State Treasurer, on any account, against whom there shall be any then due and payable account or claim in favor of the State, or to the United States upon certification by the Secretary of the Treasury of the United States, or his or her delegate, pursuant to a reciprocal offset agreement under subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986, or a unit of local government, a school district, or a public institution of higher education, as defined in Section 1 of the Board of Higher Education Act, upon certification by that entity then due and payable, the Comptroller, upon notification thereof, shall ascertain the amount due and payable to the State, or to the United States, the unit of local government, the school district, or the public institution of higher education, as aforesaid, and draw a warrant on the treasury or on other funds held by the State Treasurer, stating the amount for which the party was entitled to a warrant or other payment, the amount deducted therefrom, and on what account, and directing the payment of the balance; which warrant or payment as so drawn shall be entered on the books of the Treasurer, and such balance only shall be paid.

The Comptroller may deduct any one or more of the following:

(i) the entire amount due and payable to the State or may deduct a portion of the amount due and payable to the State in accordance with the request of the notifying agency;



# LOCAL DEBT RECOVERY PROGRAM

## **STATUTE: PA 097-0632**

(ii) , and may deduct the entire amount due and payable to the United States, or may deduct a portion of the amount due and payable to the United States, in accordance with a reciprocal offset agreement under subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986; or

(iii) the entire amount due and payable to the unit of local government, school district, or public institution of higher education or a portion of the amount due and payable to that entity in accordance with an intergovernmental agreement authorized under this Section and Section 10.05d. No request from a notifying agency, or from the Secretary of the Treasury of the United States, a unit of local government, a school district, or a public institution of higher education for an amount to be deducted under this Section from a wage or salary payment, or from a contractual payment to an individual for personal services, shall exceed 25% of the net amount of such payment. "Net amount" means that part of the earnings of an individual remaining after deduction of any amounts required by law to be withheld.

For purposes of this provision, wage, salary or other payments for personal services shall not include final compensation payments for the value of accrued vacation, overtime or sick leave. Whenever the Comptroller draws a warrant or makes a payment involving a deduction ordered under this Section, the Comptroller shall notify the payee and the State agency that submitted the voucher of the reason for the deduction and he or she shall retain a record of such statement in his or her records. As used in this Section, an "account or claim in favor of the State" includes all amounts owing to "State agencies" as defined in Section 7 of this Act.

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.

# LOCAL DEBT RECOVERY PROGRAM

## **STATUTE: PA 097-0632**

The Comptroller may enter into an intergovernmental agreement with the Department of Revenue and the Secretary of the Treasury of the United States, or his or her delegate, to establish responsibilities, duties, and procedures relating to reciprocal offset of delinquent State and federal obligations pursuant to subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986. The Comptroller may enter into intergovernmental agreements with any unit of local government, school district, or public institution of higher education to establish responsibilities, duties, and procedures to provide for the offset, by the Comptroller, of obligations owed to those entities. (Source: P.A. 97-269, eff. 1-1-12.)

(15 ILCS 405/10.05d new)

Sec. 10.05d. Deductions for delinquent obligations owed to units of local government, school districts, and public institutions of higher education. Pursuant to Section 10.05 and this Section, the Comptroller may enter into intergovernmental agreements with a unit of local government, a school district, or a public institution of higher education in order to provide for (i) the use of the Comptroller's offset system to collect delinquent obligations owed to that entity and (ii) the payment to the Comptroller of a processing charge of up to \$15 per transaction for such offsets. The Comptroller shall deduct, from a warrant or other payment described in Section 10.05, in accordance with the procedures provided therein, its processing charge and the amount certified as necessary to satisfy, in whole or in part, the delinquent obligation owed to the unit of local government, school district, or public institution of higher education, as applicable. The Comptroller shall provide the unit of local government, school district, or public institution of higher education, as applicable, with the address to which the warrant or other payment was to be mailed and any other information pertaining to each person from whom a deduction is made pursuant to this Section. All deductions ordered under this Section and processing charges imposed under this Section shall be deposited into the Comptroller Debt Recovery Trust Fund, a special fund that the Comptroller shall use for the collection of deductions and processing charges, as provided by law, and the payment of deductions and administrative expenses, as provided by law.

# LOCAL DEBT RECOVERY PROGRAM

## STATUTE: PA 097-0632

Upon processing a deduction, the Comptroller shall give written notice to the person subject to the offset. The notice shall inform the person that he or she may make a written protest to the Comptroller within 60 days after the Comptroller has given notice. The protest shall include the reason for contesting the deduction and any other information that will enable the Comptroller to determine the amount due and payable. The intergovernmental agreement entered into under Section 10.05 and this Section shall establish procedures through which the Comptroller shall determine the validity of the protest and shall make a final disposition concerning the deduction. If the person subject to the offset has not made a written protest within 60 days after the Comptroller has given notice or if a final disposition is made concerning the deduction, the Comptroller shall pay the deduction to the unit of local government, school district, or public institution of higher education, as applicable, from the Comptroller Debt Recovery Trust Fund.

Section 10. The Illinois Income Tax Act is amended by changing Section 911.3 as follows:

(35 ILCS 5/911.3)

Sec. 911.3. Refunds withheld; order of honoring requests. The Department shall honor refund withholding requests in the following order:

- (1) a refund withholding request to collect an unpaid State tax;
- (2) a refund withholding request to collect certified past due child support amounts under Section 2505-650 of the Department of Revenue Law of the Civil Administrative Code of Illinois;
- (3) a refund withholding request to collect any debt owed to the State;
- (4) a refund withholding request made by the Secretary of the Treasury of the United States, or his or her delegate, to collect any tax liability arising from Title 26 of the United States Code;
- (4.5) a refund withholding request made by the Secretary of the Treasury of the United States, or his or her delegate, to collect any nontax debt owed to the United States as authorized under subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986;



# LOCAL DEBT RECOVERY PROGRAM

## STATUTE: PA 097-0632

- (4.6) a refund withholding request to collect any debt owed to a unit of local government, school district, or public institution of higher education collected under an intergovernmental agreement entered into under Sections 10.05 and 10.05d of the State Comptroller Act;
- (5) a refund withholding request pursuant to Section 911.2 of this Act; and (6) a refund withholding request to collect certified past due fees owed to the Clerk of the Circuit Court as authorized under Section 2505-655 of the Department of Revenue Law of the Civil Administrative Code of Illinois. (Source: P.A. 97-269, eff. 1-1-12.)

Section 15. "An Act concerning State government", approved August 8, 2011, Public Act 97-269, is amended by adding Section 99 as follows:

(P.A. 97-269, Sec. 99 new)

Sec. 99. Effective date. This Act (Public Act 97-269) takes effect on the effective date of this amendatory Act of the 97th General Assembly or January 1, 2012, whichever is earlier.

Section 99. Effective date. This Act takes effect upon becoming law.

**6B**

**RESOLUTION**

**VILLAGE OF GILBERTS**

**Authorizing the Approval of the CY 2012 Recreational Programming Agreement with the Gilberts Grizzlies**

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

**Section 1:**

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and the Gilberts Grizzlies to provide youth football and cheerleading programs for the community.

**Section 2:**

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this \_\_\_\_ day of \_\_\_\_\_ 2012 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS \_\_\_\_ DAY OF APRIL, 2012

\_\_\_\_\_  
Village President, Rick Zirk

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Clerk, Debra Meadows

Published: \_\_\_\_\_

**VILLAGE OF GILBERTS AND GILBERTS GRIZZLIES  
CY 2012 RECREATIONAL PROGRAMMING AGREEMENT**

**AGREEMENT** made this 20<sup>th</sup> day of MARCH, 2012, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Gilberts Grizzlies, an Illinois non-profit corporation (hereinafter referred to as "the Grizzlies").

**RECITAL**

**WHEREAS**, the Grizzlies, A 501(c)(3) not-for-profit community service organization, provides youth football and cheerleading programs for the communities it serves: and,

**WHEREAS**, the Village and the Grizzlies agreed on a program of recreational activities;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE.** For calendar year 2012, the Village and the Grizzlies agree to provide Support of a youth football program offered to the citizens of Gilberts by the Grizzlies.

**II. SCOPE OF SERVICES.** The Grizzlies shall implement the following program of activities

**A. Youth Football**

1. The Grizzlies will organize and implement a youth football program for children ages 5 to 14, based on the need for each level and provided there are enough participants to provide a quality program.
2. The football program will start on MAY 13<sup>th</sup> 2012 and run through November 30<sup>th</sup>, 2012.
3. The Gilberts Town Center Park (Tyrrell Road/Columbia Drive) football field shall be reserved for Grizzlies football practice sessions every Sunday to Saturday from 7:00 a.m. to 7:30 p.m., from MAY 9<sup>th</sup>, 2012 through November 30<sup>th</sup> 2012.

Space at Town Center, Memorial, and/or Waitcus Parks shall be reserved for practice sessions for additional hours/days as mutually agreed upon the Village and Grizzlies. To the best of its ability, the Village agrees to provide adequate practice times for Grizzlies teams.

### III. MAINTENANCE AND FACILITIES

**A. Village Responsibilities.** The Village agrees to provide the following services to support the programs provided by the Grizzlies:

1. Prior to the football season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Town Center Park.
2. The Village shall provide the Grizzlies with information for the Village's designated non-emergency contact.
3. The Village shall be responsible for grass mowing and regular garbage collection at Memorial, Town Center and Waitcus Parks. The grass will be properly maintained prior to game times. The Village will provide garbage receptacles through its contracted waste hauler.
4. The Village shall be responsible for filling any pot holes and rolling the football field at Town Center Park to create a safe playing surface prior to the beginning of the football playing season.
5. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
6. The Village shall work with the Grizzlies to ensure that all goals are properly anchored to avoid risk of injury.

**B. The Grizzlies** agree to the following conditions of the use of Village facilities for Grizzlies' activities:

1. The Grizzlies shall be responsible for lining the fields for the football programs that they run. The Grizzlies may coordinate with other programs to stripe and/or prepare Village parks for game or program use.
2. The Grizzlies agree to restore at the end of the day all Village parks and facilities used for Grizzlies activities to the same condition as found at the beginning of the day, as reasonably determined by the Village Public Works Supervisor.
3. The Grizzlies shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another football program if there are an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the Grizzlies agree to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.

4. The Grizzlies shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

**IV. REIMBURSEMENT.** The Village shall not be responsible for reimbursing or compensating the Grizzlies for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the Grizzlies from the registration of program participants or other program-related revenues.

**V. OTHER TERMS AND CONDITIONS**

**A. TERM OF AGREEMENT.** This Agreement shall be in effect from

May 9<sup>th</sup> 2012 to November 30<sup>th</sup> 2012.

**B. INSURANCE.** The Grizzlies shall carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$5,000,000.00. The Grizzlies shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Grizzlies activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by the Grizzlies.

**C. INDEMNIFICATION.** The Grizzlies hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Grizzlies programs and activities.

**D. FAILURE TO PERFORM.** This Agreement may be declared null and void by either the Grizzlies or the Village should either the Village or the Grizzlies fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

**E. EQUAL OPPORTUNITY.** The Grizzlies shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.


**F. AMENDMENT.** This Agreement may be amended during the term of this Agreement. By mutual written consent of the Village and the Grizzlies.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Grizzlies Football/Cheer League

\_\_\_\_\_  
Rick Zirk, Village President

  
(authorized signatory)

\_\_\_\_\_  
Debra Meadows, Village Clerk

**6C**



**RESOLUTION**

**VILLAGE OF GILBERTS**

**Authorizing the Approval of the CY 2012 Recreational Programming Agreement with the Tri-Cities' Team**

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

**Section 1:**

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and a Tri-Cities Team to provide youth baseball practices.

**Section 2:**

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2012 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS \_\_\_\_ DAY OF APRIL, 2012

\_\_\_\_\_  
Village President, Rick Zirk

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Debra Meadows

Published: \_\_\_\_\_

**VILLAGE OF GILBERTS AND TRI-CITIES BASEBALL  
CY 2012 RECREATIONAL PROGRAMMING AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the Village”) and Tri-Cities Baseball (hereinafter referred to as “Tri-Cities”).

**RECITAL**

**WHEREAS**, Tri-Cities provides a youth baseball program for the communities it serves; and,

**WHEREAS**, the Village and Tri-Cities agreed on a program of recreational activities;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE.** For calendar year 2012, the Village and Tri-Cities agree to provide support of a youth baseball program offered by Tri-Cities.

**II. SCOPE OF SERVICES.** Tri Cities shall implement the following program of activities:

**A. Youth Baseball**

1. Tri-Cities will organize and implement youth baseball practices.
2. The Gilberts Memorial Park (Tyrrell Road) baseball field shall be reserved for Tri-Cities baseball practice sessions every Tuesday and Thursday from 5:30 p.m. to 7:00 p.m. and every Sunday from 2:00 p.m. to 4:00 p.m. from March 20, 2012 through April 29, 2012.

Space at Memorial and/or Waitcus Parks shall be reserved for practice sessions for additional hours/days as mutually agreed upon by the Village and Tri-Cities. To the best of its ability, the Village agrees to provide adequate practice times for Tri-Cities.

**III. MAINTENANCE AND FACILITIES**

**A. Village Responsibilities.** The Village agrees to provide the following services to support the programs provided by Tri-Cities:

1. Prior to the baseball season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Memorial Park.

2. The Village shall provide Tri-Cities with information for the Village's designated non-emergency contact as follows: Chief Building Inspector, John Swedberg may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-4167.
  3. The Village shall be responsible for grass mowing and regular garbage collection at Memorial and Waitcus Parks. The grass will be properly maintained prior to practice times. The Village will provide garbage receptacles through its contracted waste hauler and arrange for regular garbage pick-up.
  4. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
  5. The Village shall provide in-field sand for Tri-Cities use on the Memorial Park baseball diamond. If the baseball diamond is in need of more in-field sand throughout the season, Tri-Cities will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
  6. The Village shall provide Tri-Cities a copy of the appropriate water quality test for the water fountain at Memorial Park to demonstrate compliance with all applicable state regulations.
- B. Tri-Cities** agrees to the following conditions for the use of Village facilities for Tri Cities' activities:
1. Tri-Cities shall be responsible for lining the fields for the baseball program they run. Tri-Cities may coordinate with other programs to prepare Village parks for practice or program use.
  2. Tri-Cities shall be responsible for clearing the baselines and spreading in-field sand after every use. The sand will be provided by the Village for the baseball diamond at Memorial Park during their baseball season. Tri-Cities shall also be responsible for raking the in-field after every use, with a rake provided by Tri Cities.
  3. Tri-Cities agrees to restore at the end of the day all Village parks and facilities used for Tri-Cities activities to the same condition as found at the beginning of the day, which includes picking up debris (water bottles, paper, ect.) as reasonably determined by the Village Public Works Supervisor.
  4. Tri-Cities shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

**IV. REIMBURSEMENT.** The Village shall not be responsible for reimbursing or compensating Tri-Cities for the provision of the programs identified in this Agreement, nor shall the Village be entitled to any funds collected by Tri-Cities from the registration of program participants or other program-related revenues.

**V. OTHER TERMS AND CONDITIONS**

**A. TERM OF AGREEMENT.** This Agreement shall be in effect from \_\_\_\_\_ 2012 to \_\_\_\_\_ 2012.

**B. INSURANCE.** Tri-Cities shall carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$5,000,000.00. Tri-Cities shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Tri-Cities' activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by Tri-Cities.

**C. INDEMNIFICATION.** Tri-Cities hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Tri-Cities' programs and activities.

**D. FAILURE TO PERFORM.** This Agreement may be declared null and void by either Tri-Cities or the Village should either the Village or Tri-Cities fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

**E. EQUAL OPPORTUNITY.** Tri-Cities shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

**F. AMENDMENT.** This Agreement may be amended during the term of this Agreement by mutual written consent of the Village and Tri-Cities.

**IN WITNESS WHEREOF,** the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Tri-Cities Baseball

\_\_\_\_\_  
Rick Zirk, Village President

\_\_\_\_\_  
(authorized signatory)

## VILLAGE OF GILBERTS

### SOCCER/BASEBALL FIELD RESERVATION APPLICATION

Please complete this form and the Hold Harmless Agreement. Return the completed forms to the Village of Gilberts Village Hall, 87 Galligan Road, Gilberts, IL. 60136 or email them to [dmeadows@villageofgilberts.com](mailto:dmeadows@villageofgilberts.com). Once your reservation is approved, you will be required to keep a copy of the application with you to verify that you have access to the ball field on the date/ time listed below in the event of a dispute.

Name of the Organization / Individual: Tri-Cities Baseball / Joe Meskivish

Date Requested Tues. Thurs. Sun. Time: 5:30 - 7 / 2:00 - 4:00

Anticipated number of persons who will be attending: 12 players 4 to 5 coaches

Baseball Field Location: Memoria / Park

Soccer Field Location: \_\_\_\_\_

Facilities such as volleyball courts, jogging paths, basketball courts and playgrounds are available to everyone using the parks (to share). **They may not be reserved.** Please be considerate of other parties using the park. All ball fields have a maximum time limit of 1-1/2 hours per day.

Contact Person (name, please print): Joe Meskivish

Address: 353 Jackson Ct Gilberts Phone: 847-814-3466

Email Address: SKivi37@yahoo.com

I have read and understand the rules and regulations provided, and I agree to abide by them. I understand that the violation of them by any member in my party will result in denial of future reservations, removal from the park and possibly be subject to arrest by the Village of Gilberts Police Department.

Applicant's Signature: [Signature] Date: 3-12-12

If you find that your reservation must be cancelled, please contact the Village Hall as soon as possible at 847-428-2861, so someone else can use the field.

Approved By: [Signature] Date: 3/12/12

SKivi37@yahoo.com

Dates	5:30 - 7:00	2:00 - 4:00
March	Tues 20 <sup>th</sup> 27 <sup>th</sup>	TH 22 <sup>nd</sup> 29 <sup>th</sup>
		Sun 25 <sup>th</sup>

April	Tues 3 <sup>rd</sup> 10 <sup>th</sup> 17 <sup>th</sup> 24 <sup>th</sup>	TH 5 <sup>th</sup> 12 <sup>th</sup> 19 <sup>th</sup> 26 <sup>th</sup>
		Sun <del>8</del> 8 <sup>th</sup> 15 <sup>th</sup> 22 <sup>nd</sup> 29 <sup>th</sup>