

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, DECEMBER 13, 2010

7:30 p.m.

Village Hall Auditorium

53 S. La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger
Village President

Robert N. Milne
Village Clerk

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING

Village Hall Auditorium
53 South La Grange Road
La Grange, IL 60525

AGENDA

Monday, December 13, 2010 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

*President Elizabeth Asperger
Trustee Bill Holder
Trustee Mike Horvath
Trustee Mark Kuchler
Trustee Mark Langan
Trustee Tom Livingston
Trustee James Palermo*

2. PRESIDENT'S REPORT

This is an opportunity for the Village President to report on matters of interest or concern to the Village.

A. Oath of Office – Firefighter/Paramedic James D. Baum

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

This is the opportunity for members of the audience to speak about matters that are included on this Agenda.

4. OMNIBUS AGENDA AND VOTE

Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.

A. First Amendment to Property Transfer Agreement Between the Village of La Grange and the Park District of La Grange

B. Resolution – Authorization for Agreement With Cook County for Federal Stimulus Grant for Facility Improvements

C. Ordinance – Disposal of Surplus Property

D. Minutes of the Village of La Grange Board of Trustees Regular Town Meeting Monday, November 22, 2010

E. Consolidated Voucher 101213

5. CURRENT BUSINESS

This agenda item includes consideration of matters being presented to the Board of Trustees for action.

A. Ordinance – Abatement of 2010 Tax Levy / 2005 Street Light Refunding Bonds: *Referred to Trustee Holder*

B. Resolution – Levying a Tax for Library Operating Purposes: *Referred to Trustee Holder*

C. Ordinance – 2010 Property Tax Levy for Village Operations: *Referred to Trustee Holder*

6. MANAGER’S REPORT

This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.

8. EXECUTIVE SESSION

The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.

9. TRUSTEE COMMENTS

The Board of Trustees may wish to comment on any matters.

10. ADJOURNMENT

The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village’s facilities, should contact the Village’s ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

PRESIDENT'S REPORT

VILLAGE OF LA GRANGE
Fire Department

BOARD REPORT

TO: Village President, Village Clerk,
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and
William J Bryzgalski, Fire Chief

DATE: December 13, 2010

RE: **OATH OF OFFICE – FIREFIGHTER/PARAMEDIC JAMES D. BAUM**

With the recent resignation of FF/PM Daniel Rietveld, a vacancy was created in the La Grange Fire Department. The La Grange Board of Fire and Police Commissioners have appointed Mr. James D. Baum to the position of Firefighter/Paramedic effective October 14, 2010.

James is a licensed paramedic and certified firefighter. He has 1 year of Fire/EMS experience, most recently as a Firefighter/Paramedic with the Wheaton Fire Department. James has just graduated from the SUFD Fire Academy on December 10th. He resides in Oswego, Illinois with his wife Michele and son Drew.

We are pleased to present James D. Baum to the Village Board. At this time, we invite James to step forward so that the Village Clerk can administer the oath of office.

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OMNIBUS VOTE

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

TO: Village President, Village Clerk, and Board of Trustees

FROM: Robert J. Pilipiszyn, Village Manager
Mark Burkland, Village Attorney

DATE: December 13, 2010

RE: **FIRST AMENDMENT TO PROPERTY TRANSFER AGREEMENT
BETWEEN THE VILLAGE OF LA GRANGE AND THE PARK
DISTRICT OF LA GRANGE**

In late 2008, the Village and the Park District each transferred a parcel of land to the other under an intergovernmental agreement between them dated November 10, 2008, and titled "An Agreement for Transfers of Property by the Park District of La Grange to the Village of La Grange and by the Village of La Grange to the Park District of La Grange" (the "*Transfer Agreement*"). The property transfers are an integral part of (a) the future redevelopment of the property at the northeast quadrant of the intersection of La Grange Road and Ogden Avenue (the "*Northeast Quadrant*") and (b) the Park District's plans to renovate Gordon Park.

The Village transferred to the Park District a parcel of land adjacent to Gordon Park (technically known as the "east half of Lot 14"), which the Park District intends to incorporate into the park. The Park District transferred to the Village a parcel of land commonly known as a part of vacated Shawmut Avenue, which the Village intends to use as public right of way at such time that the YMCA property is redeveloped.

The Transfer Agreement includes a reverter provision, which provides that the transfers would be undone automatically on December 31, 2009, if the then-developer of record (Atlantic Realty Partners) had not (1) posted performance security with the Village in a form satisfactory to the Village and (2) commenced earthmoving activity for the project by December 31, 2009. For a number of reasons, neither of those two conditions were met.

Consequently, the Park District in late 2009 requested an extension of time before the reverter provision would undo the property transfers. The Village and the Park District implemented a short, interim extension of time and then agreed to a one-year extension, to expire on December 31, 2010. The Transfer Agreement was not amended at that time; instead, the extension of time was made by a letter agreement.

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Board Report –First Amendment to an Agreement
Concerning the Transfers of Property Between the
Village of La Grange and the Park District of La Grange
December 13, 2010 – Page 2

The Park District has again requested an extension of time, for a period of two years until December 31, 2012. We believe this is a reasonable request and is in the Village's interest.

In considering the Park District's request for an extension of time, we note that the renovation of Gordon Park apparently is proceeding and will now occur prior to any redevelopment of the vacant YMCA property. As a result, we believe that a couple provisions of the Transfer Agreement should be clarified. For this reason, we have prepared an amendment to the Transfer Agreement (rather than using another letter agreement). The proposed "First Amendment" to the Transfer Agreement provides the following:

1. New recitals that explain the current circumstances affecting the Northeast Quadrant.
2. The requested extension of time for the reverter until December 31, 2012.
3. A clear statement that improvements to the Shawmut Avenue right-of-way are tied to the future redevelopment of the Northeast Quadrant and are not contemplated to be undertaken until redevelopment is commenced on the YMCA property.
4. An acknowledgment by both the Village and the Park District that the renovation of Gordon Park will be enhanced by improved access at the intersection of Locust Avenue and Ogden Avenue, and thus both parties will endeavor to work cooperatively and jointly to obtain IDOT approval to install a traffic signal at the intersection. The Park District was advised of this matter back in September as part of the Village's site plan review of the Park District plans for the renovation of Gordon Park.
5. An agreement that neither party will permanently alter the transfer properties in any manner inconsistent with the intended future uses of those properties.

The proposed First Amendment is attached for your consideration. In addition, copies of the Transfer Agreement and letter agreement that first extended the time for the reverter are also attached for your reference as Appendices A and B, respectively.

This agreement reflects input from Park District representatives. The Park District is expected to act on this final draft agreement at its next regular meeting scheduled for Thursday, December 16, 2010.

It is recommended that the First Amendment to the Transfer Agreement between the Village and the Park District be approved.

H-A.1

**FIRST AMENDMENT OF AN AGREEMENT
FOR TRANSFERS OF PROPERTY
BY THE PARK DISTRICT OF LA GRANGE
TO THE VILLAGE OF LA GRANGE
AND BY THE VILLAGE OF LA GRANGE
TO THE PARK DISTRICT OF LA GRANGE**

This First Amendment of an Agreement for Transfers of Property by the Park District of La Grange to the Village of La Grange and by the Village of La Grange to the Park District of La Grange (this "*First Amendment*") is dated as of November ____, 2010, (the "*Effective Date*") and is made by the VILLAGE OF LA GRANGE, an Illinois municipal corporation, (the "*Village*") and the PARK DISTRICT OF LA GRANGE, an Illinois park district (the "*Park District*").

Section 1. Recitals

A. This First Amendment amends the agreement titled "An Agreement for Transfers of Property by the Park District of La Grange to the Village of La Grange and by the Village of La Grange to the Park District of La Grange," executed on November 10, 2008, by the Village and the Park District (the "*Property Transfer Agreement*").

B. As provided in the Property Transfer Agreement, the Park District has transferred property commonly known as vacated Shawmut Avenue (the "*PD Transfer Property*") to the Village and the Village has transferred property commonly known as the east half of Lot 14 (the "*Village Transfer Property*") to the Park District (the two property transfers being referred to collectively as the "*Property Transfers*").

C. The Property Transfers were undertaken in contemplation of a particular redevelopment project defined in the Property Transfer Agreement as the "*Redevelopment*."

D. The Park District currently intends to incorporate the Village Transfer Property into future improvements to its park called Gordon Park (the "*Gordon Park Improvements*"), and the Village currently intends to use the PD Transfer Property as public right-of-way, which the Village will improve (or cause to be improved) at the time the property at the northeast quadrant of the intersection of La Grange Road and Ogden Avenue (the "*Northeast Quadrant*") is redeveloped.

E. Section 10(I) of the Property Transfer Agreement provides that ownership of the PD Transfer Property will revert automatically to the Park District and ownership of the Village Transfer Property will revert automatically to the Village if certain activities related to redevelopment of the Northeast Quadrant (the "*Redevelopment Activities*") have not been undertaken by December 31, 2009, or some later date certain to which the Park District and the Village may agree in writing (the "*Time Limit*").

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F. By letter agreement dated December 29, 2009, (the "Village 2009 Letter") the Park District and the Village agreed to extend the Time Limit to January 31, 2010.

G. By letter agreement dated January 26, 2010 (the "January 2010 Letter"), the Park District and the Village agreed to extend the Time Limit further, to December 31, 2010.

H. The developer approved by the Village to undertake the Redevelopment has not undertaken any Redevelopment Activities as of the Effective Date of this First Amendment.

I. Although the Redevelopment has been delayed and may never be undertaken in the form it was approved by the Village, the Park District and the Village acknowledge and agree that the Property Transfers remain necessary and important components of the Gordon Park Improvements and necessary and important components of the eventual redevelopment of the Northeast Quadrant regardless of what developer undertakes that redevelopment and regardless of whether the type and scope of redevelopment is changed.

J. The Park District and the Village thus have determined that it remains useful to, and appropriate for, both parties to extend the Time Limit until December 31, 2012.

K. This First Amendment amends the Property Transfer Agreement and supersedes the December 2009 Letter and the January 2010 Letter.

Section 2. Amendment of Section 10 of Property Transfer Agreement

Existing Subsections A, B, H, and I of Section 10 of the Property Transfer Agreement are amended, and a new Subsection J is added to Section 10, as follows:

Section 10. Terms and Conditions Related to Transfer Properties

A. Removal of Maintenance Shed; Remediation. The Park District, on its own or through a third party, will cause the Maintenance Shed to be demolished in its entirety and removed from the PD Transfer Property before the continued existence of the Maintenance Shed materially affects commencement of on-site development activities, as reasonably determined by the Parties, on a development project approved by the Village. In addition, the Park District, promptly after the Maintenance Shed is demolished, will (1) cause one or more borings to be taken of the soil from the PD Transfer Property in the area of the Maintenance Shed, (2) cause that soil to be properly tested for contaminants, and (3) to the extent required by applicable federal or State of Illinois regulations, remediate any adverse environmental condition within the PD Transfer Property related to the Maintenance

Shed, subject only to the exception stated in the next sentence of this Subsection A. The Park District may reasonably determine not to remediate the PD Transfer Property because the expense of the remediation is beyond the Park District's means. In that case, the Park District agrees to indemnify, defend, and hold harmless the Village from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses that may arise in connection with any such adverse environmental condition, and the Park District must enter into an environmental protection agreement with the Village, in a form reasonably acceptable to the Village, fully setting forth that agreement.

B. Continued Use of Transferred Properties: Indemnifications. Until such time as continued use of the PD Transfer Property or continued use of the Village Transfer Property materially affects commencement of on-site development activities on a development project approved by the Village, the Park District and the Village agree that the PD Transfer Property and the Village Transfer Property may continue to be used as follows:

[Paragraphs B(1) through B(5) **unchanged**]

[Subsections C, D, E, F, and G **unchanged**]

H. Intersection of Locust Avenue and Ogden Avenue. The Park District and the Village acknowledge (1) that there is uncertainty about the ownership of a small portion of the land necessary for the connection of Locust Avenue to Ogden Avenue generally in the manner depicted in Exhibit D to this Agreement (the "*Ogden Connection*") and (2) that the Illinois Department of Transportation ("*IDOT*"), which owns Ogden Avenue, may require a reconfiguration of the currently proposed Ogden Connection depicted in Exhibit D to this Agreement (the "*Reconfigured Ogden/Locust Intersection*"). If the Park District owns some of the land necessary for the Ogden Connection, or if the Park District owns property within which a portion of the Reconfigured Ogden/Locust Intersection must be located as required by IDOT, then the Park District will convey title to that land promptly to the Village, in fee simple and without additional compensation to the Park District, for use by the Village as part of the Ogden Connection or the Reconfigured Ogden/Locust Intersection, as applicable. Further, the Park District and the Village acknowledge that the timing of construction of improvements to public rights-of-way within the Redevelopment Property are contingent on the timing of the Redevelopment. The parties also acknowledge that the redevelopment of Gordon Park will be enhanced by improvements to public rights-of-way, particularly the adjacent intersection of Locust Avenue and Ogden Avenue. The parties therefore agree that they will jointly, promptly, and diligently pursue

meetings, negotiations, and agreements with IDOT for, and actual construction of, stoplights and other improvements to the intersection of Locust Avenue and Ogden Avenue in generally the manner depicted in Exhibit D to this Agreement.

I. Reverter. The Park District acknowledges that the Village Transfer Property is subject to a right of reverter in favor of the Village, and the Village acknowledges that the PD Transfer Property is subject to a right of reverter in favor of the Park District. Subject to the options of the parties stated in the last sentence of this Subsection I, if earthmoving activity for redevelopment of the Y Property (pursuant to an ordinance adopted by the Village's Board of Trustees approving redevelopment of the Y Property) has not commenced by December 31, 2012, or some later date certain to which the Park District and the Village may agree in writing (the "*Reverter Trigger*"), then the PD Transfer Property will revert automatically to the Park District and the Village Transfer Property will revert automatically to the Village. The Park District, at the Closing, will deliver to the Village a quitclaim deed conveying the Village Transfer Property to the Village at the occurrence of the Reverter Trigger, and the Village, at the Closing, will deliver to the Park District a quitclaim deed conveying the PD Transfer Property to the Park District at the occurrence of the Reverter Trigger. The rights of reverter expire automatically when earthmoving activity has commenced on the Y Property as provided in this Subsection I. At any time prior to December 31, 2012, the parties may waive the reverter rights and Reverter Trigger in this paragraph, thus extinguishing the automatic reverter, or may extend the time period for the Reverter Trigger to a date certain beyond December 31, 2012, or may change the earthmoving-activity condition of the Reverter Trigger to some different condition, by letter agreement executed by the President of the Village and the President of the Park District's Board of Commissioners.

J. No Material Changes during Continuing Use of Transfer Properties; No Compelled Changes. Notwithstanding the provisions of Paragraphs B(1) and B(2) of this Section 10, neither the Village as part of its continuing use of the Village Transfer Property, nor the Park District as part of its continuing use of the PD Transfer Property, will (1) significantly change the grade of that property, (2) install any permanent fixture or equipment in or on that property, or (3) otherwise materially change that property, without the prior express written consent of the other party. In addition, during the continuing use period the Village may not compel the Park District to make improvements on or to the Village Transfer Property and the Park District may not compel the Village to make improvements on or to the PD Transfer Property.

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K. Applicability to Revised Redevelopment Activities. Notwithstanding references throughout this Agreement to particular redevelopment activities within Gordon Park or to the particular Redevelopment of the Redevelopment Property, the Park District and the Village acknowledge and agree that the redevelopment of Gordon Park may proceed with plans, specifications, and elements different from those in place or contemplated as of the Execution Date and that the plans, specifications, and elements of the Redevelopment and the configuration of the Redevelopment Property may be modified or redefined in manners different from those in place or contemplated as of the Execution Date. The Park District and the Village agree that this Agreement and the transfers of the PD Transfer Property and the Village Transfer Property are useful, valid, and appropriate for the redevelopment of Gordon Park as it may be modified or redefined and for redevelopment of the Y Property, and additional adjacent property as appropriate, as it may be modified or redefined and approved by the Village.

Section 3. General Provisions of First Amendment

A. Definitions. Words and terms not defined in this First Amendment will have the same meanings provided in the Property Transfer Agreement.

B. Governing Law. This Amendment is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

C. Entire Agreement. This First Amendment constitutes the entire agreement between the parties with respect to the Time Limit for automatic reverter under the Property Transfer Agreement, and this First Amendment supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this First Amendment.

D. Continuing Effect of Property Transfer Agreement. The Property Transfer Agreement and all of its provisions remain in full force and effect as specifically amended by this First Amendment, including without any limitation all of the potential ancillary conveyances of land described in the Property Transfer Agreement.

E. First Amendment Properly Approved. The Park District and the Village each represent that this First Amendment has been properly approved by it and signed by a duly authorized representative of it, as required by Subsection 12F of the Property Transfer Agreement.

F. Amendments and Modifications. No amendment of or modification to this First Amendment will be effective unless and until it is reduced to writing and

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approved and executed by all parties to this Amendment in accordance with all applicable statutory procedures.

G. No Third Party Beneficiaries. No claim as a third party beneficiary under this Amendment by any person, firm, or corporation may be made, or be valid, against any of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Execution Date.

PARK DISTRICT OF LA GRANGE

Signature: _____

Printed Name: _____

Title: _____

Attest:

Signature: _____

Printed Name: _____

Title: _____

VILLAGE OF LA GRANGE

Signature: _____

Printed Name: _____

Title: _____

Attest:

Signature: _____

Printed Name: _____

Title: _____

4-A.7

VILLAGE OF LA GRANGE
Administration

BOARD REPORT

TO: Village President, Village Clerk, Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager

DATE: November 10, 2008

RE: **INTERGOVERNMENTAL AGREEMENT & ORDINANCE – YMCA REDEVELOPMENT PROJECT / LAND EXCHANGE BETWEEN THE VILLAGE OF LA GRANGE AND THE PARK DISTRICT OF LA GRANGE**

In April, the Village Board approved a mixed use redevelopment project at the northeast corner of La Grange Road and Ogden Avenue. The land use approval requires the developer to achieve or satisfy a number of conditions. Among those many conditions, the developer is required to reconstruct Shawmut Avenue and Locust Avenue.

The improvement of Shawmut Avenue requires use of property currently owned by the Park District of La Grange. The land use approval recognizes that the Village has to reach an agreement with the Park District that allows for the dedication of the necessary right-of-way in order for this improvement to be constructed.

In the spirit of intergovernmental cooperation between the Village and the Park District, it was discussed and agreed in concept that an even exchange of parcels would facilitate mutual interests for the comprehensive redevelopment of property in this geographic area of the Village.

The land exchange generally consists of the Village dedicating the East half of Parking Lot 14 to the Park District, while the Park District would dedicate to the Village, the vacated Shawmut Avenue right-of-way which runs along the length of the North side of the YMCA redevelopment project site. The area of the subject parcels is 33,741 square feet and 33,086 square feet, respectively.

This matter was scheduled for action by the Village Board at its regular meeting on September 22, 2008, but was tabled for additional legal review by both parties.

The draft agreement previously before the Village Board has since been modified to be responsive to Park District concerns regarding the assignment and scope of responsibility for potential environmental remediation in the vicinity of the Park District maintenance shed and the unknown amount of additional land which may be required by the Village as it relates to the reconfiguration

and signalization of the intersection of Ogden Avenue and Locust Avenue. Those matters have since been resolved as follows:

1. The agreement recognizes that the Park District may assign demolition of the maintenance shed and remediation of any adverse environmental conditions. (The maintenance shed is located partly on the Shawmut Avenue property to be transferred to the Village.) The agreement also stipulates that the Park District will conduct environmental testing and if contaminated, the Park District may elect to either incur the expense of remediation or enter into an agreement with the Village to assume all environmental liability related to the property.
2. To offset the small amount of land required by the Village to reconfigure the intersection of Ogden Avenue and Locust Avenue, the Village has agreed to convey an additional strip of Village land (0.2824 acres in area) adjacent to the east side of Gordon Park. It is more commonly known as the west side of the Hazel Avenue public right-of-way and its general location is between Shawmut Avenue to the north and the access road to the water tower to the south. The Park District intends to use this area as additional parking to serve a redeveloped Gordon Park.

Attached for your consideration is a revised intergovernmental agreement which provides for the exchange of land between the Village and the Park District as described within this report. Maps depicting the precise location and boundaries of the involved parcels are included in the agreement as exhibits. Also attached for your consideration is an Ordinance which requests that the Park District transfer title in the subject property to the Village pursuant to the intergovernmental agreement.

Other key elements of the agreement are generally found in Section 10 and are as follows:

1. The subject parcels will revert back to original ownership if redevelopment of the YMCA property has not commenced within the next year.
2. The Village and the Park District will continue to maintain and operate the subject parcels as they currently exist until construction begins for the YMCA redevelopment project.

The Park District Board of Commissioners unanimously approved this agreement at its meeting on October 23, 2008.

It is our recommendation that the agreement and ordinance be approved.

4-A.9

**AN AGREEMENT FOR TRANSFERS OF PROPERTY
BY THE PARK DISTRICT OF LA GRANGE
TO THE VILLAGE OF LA GRANGE
AND BY THE VILLAGE OF LA GRANGE
TO THE PARK DISTRICT OF LA GRANGE**

THIS AGREEMENT (the "Agreement") is dated as of November 10, 2008, (the "Execution Date") and is made by the VILLAGE OF LA GRANGE, an Illinois municipal corporation, (the "Village") and the PARK DISTRICT OF LA GRANGE, an Illinois park district (the "Park District").

Section 1. Recitals

A. Recitals Related to Acquisition of YMCA and Park District Property by Developer.

- (1) The Greater La Grange YMCA (the "YMCA") owns property (the "Y Property") at the northeast corner of the intersection of Ogden Avenue and La Grange Road within the Village.
- (2) The YMCA moved its facilities out of the Y Property and entered into a contract to sell that property to a developer (the "Developer").
- (3) The Park District owns a park known as Gordon Park, which is located adjacent to and east of the Y Property.
- (4) The Park District also owns other parcels of property adjacent to the Y Property that are not integral to Gordon Park and that the Park District has determined are no longer necessary or useful to the Park District (the "PD Sale Property").
- (5) The Park District has entered into a contract for sale of the PD Sale Property to the Developer.
- (6) The Park District intends to use a substantial part of the proceeds from the sale of the PD Sale Property to undertake a comprehensive redevelopment of Gordon Park.

B. Recitals Related to Redevelopment.

- (1) The Village has approved the Developer's plans for redevelopment of the Y Property, the PD Sale Property, and related publicly owned property (collectively the "Redevelopment Property") with multiple-family dwellings, townhouses, and retail uses (the "Redevelopment").

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- (2) It is necessary that Shawmut Avenue, Locust Avenue, and related circulation elements within the Redevelopment Property be improved as public rights-of-way to properly serve Gordon Park and the dwellings and retail uses within the Redevelopment.

C. Recitals Related to Property Transfers By Park District and Village.

- (1) The Park District owns property commonly known as vacated Shawmut Avenue on which, for public purposes, a public road and related improvements will be built, which property is depicted and legally described in Exhibit A to this Agreement (the "*PD Transfer Property*"). The Park District is willing to convey the PD Transfer Property to the Village pursuant to the authority they have under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the "*Property Transfer Act*").
- (2) The Village owns property commonly known as the east half of Lot 14 that the Park District desires to own as part of Gordon Park, which property is depicted and legally described in Exhibit B to this Agreement (the "*Village Transfer Property*"). The Village is willing to convey the Village Transfer Property to the Park District under the Property Transfer Act.
- (3) The Village and the Park District have the authority to transfer real property to each other under the Property Transfer Act and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

Section 2. Transfer of PD Transfer Property to Village

The Park District will take all necessary and appropriate actions under the Property Transfer Act and will transfer to the Village all of the Park District's right, title, and interest in and to the PD Transfer Property by delivering to the Village, at a closing scheduled by the Park District and the Village not less than 15 days after the Execution Date or at such other time as agreed by the parties (the "*Closing*"), a fully executed, recordable, stamped warranty deed subject only to the PD Transfer Property Permitted Exceptions as defined in Subsection 4A of this Agreement.

Section 3. Transfer of Village Transfer Property to Park District

The Village will take all necessary and appropriate actions under the Property Transfer Act and will transfer to the Park District all of the Village's right, title, and interest in and to the Village Transfer Property by delivering to the Park District at the Closing a fully executed, recordable, stamped warranty deed subject only to the Village Transfer Property Permitted Exceptions as defined in Subsection 4B of this Agreement.

4-A.11.

Section 4. Title Insurance

A. Title Commitment and Permitted Exceptions Related to PD Transfer Property.

- (1) The Park District will obtain and provide to the Village, at the Park District's expense, a title commitment from Chicago Title Insurance Company (the "*Title Company*") dated after the Execution Date for an ALTA Form B-1999 Title Policy for the PD Transfer Property in the amount of \$10,000.00, together with copies of all recorded documents referred to therein (the "*PD Transfer Property Title Commitment*").
- (2) If, not less than 10 days prior to the Closing, the Village notifies the Park District in writing about exceptions to title disclosed by the PD Transfer Property Title Commitment that are objectionable, then the Park District will promptly take all necessary actions to have those title defects cured or insured over and the Village and the Park District will extend the date of the Closing until the Park District has removed or caused the Title Company to insure over those title defects.

If the Village does not object to any title exceptions prior to the applicable dates, then the Village will have waived its right to object thereto and all such matters thereafter will be deemed permitted exceptions to title (the "*Permitted PD Transfer Property Exceptions*").

B. Title Commitment and Permitted Exceptions Related to Village Transfer Property.

- (1) The Village will obtain and provide to the Park District, at the Village's expense, a title commitment from the Title Company dated after the Execution Date for an ALTA Form B-1999 Title Policy for the Village Transfer Property in the amount of \$10,000.00, together with copies of all recorded documents referred to therein (the "*Village Transfer Property Title Commitment*").
- (2) If, not less than 10 days prior to the Closing, the Park District notifies the Village in writing about exceptions to title disclosed by the Village Transfer Property Title Commitment that are objectionable, then the Village will promptly take all necessary actions to have those title defects cured or insured over and the Park District and the Village will extend the date of the Closing until the Village has removed or caused the Title Company to insure over those title defects.

If the Park District does not object to any title exceptions prior to the applicable dates, then the Park District will have waived its right to object thereto and all such matters thereafter will be deemed permitted exceptions to title (the "*Permitted Village Transfer Property Exceptions*").

C. Title Policies.

- (1) The Village, at the Village's expense, will provide the Park District at the Closing with an owner's title policy for the Village Transfer Property, issued by the Title Company in accordance with the terms of the Village Transfer Property Title Commitment and the next sentence of this Paragraph (1), subject only to the Permitted Village Transfer Property Exceptions. The policy must provide for extended coverage.
- (2) The Park District, at the Park District's expense, will provide the Village at the Closing with an owner's title policy for the PD Transfer Property, issued by the Title Company in accordance with the terms of the PD Transfer Property Title Commitment, subject only to the Permitted PD Transfer Property Exceptions. The title policy must include an endorsement from the Title Company regarding the encroachment into the PD Transfer Property of the maintenance shed and appurtenances owned by the Park District (collectively the "*Maintenance Shed*"). The Park District will pay all costs for the Maintenance Shed endorsement. The policy must provide for extended coverage.

Section 5. Closing; Costs

The cost of recording each deed will be paid by the grantee. The Village and the Park District each will execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary forms from the Title Company to effectuate a "New York Style" closing, including without limitation a GAP Undertaking and an ALTA Statement. For each transfer at the Closing, each party will bear the traditional costs of the grantor and grantee as applicable.

Section 6. No Real Estate Taxes

The Village represents that the Village Transfer Property currently is exempt from real estate taxes because of its ownership by the Village and, therefore, no real estate taxes should be due or payable at the Closing. The Park District represents that the PD Transfer Property currently is exempt from real estate taxes because of its ownership by the Park District and, therefore, no real estate taxes should be due or payable at Closing.

Section 7. Representations and Warranties of Park District

The Park District represents and warrants to the Village that, as of the date of this Agreement and the date of the Closing:

- (1) The Park District owns fee simple title to the PD Transfer Property;

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- (2) The persons executing this Agreement on behalf of the Park District, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Park District's obligations hereunder, have full authority to bind the Park District to such obligations and to so act on behalf of the Park District;
- (3) There are no persons in possession of, or having a right to possession of, any part of the PD Transfer Property other than the Park District;
- (4) The Park District has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- (5) The Park District has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the PD Transfer Property other than this Agreement;
- (6) The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Park District, will not result in a breach or default under any agreement to which the Park District is a party or to which the Park District is bound, and will not violate any restriction, court order, or agreement to which the Park District is subject;
- (7) The Park District has no knowledge of any liability, responsibility, or obligations, whether fixed, unliquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Park District has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Park District has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the PD Transfer Property of any hazardous substance (as defined under applicable environmental laws) or petroleum; and
- (8) The Park District has not received any notices from any governmental authority with respect to the PD Transfer Property that have not been corrected.

Section 8. Representations and Warranties of Village

The Village represents and warrants to the Park District that, as of the date of this Agreement and the date of the Closing:

- (1) The Village owns fee simple title to the Village Transfer Property;
- (2) The persons executing this Agreement on behalf of the Village, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Village's obligations hereunder, have full authority to bind the Village to such obligations and to so act on behalf of the Village;
- (3) There are no persons in possession of, or having a right to possession of, any part of the Village Transfer Property other than the Village, except persons with decals issued by the Village granting parking privileges within the Village Transfer Property, which parking privileges will be relocated or otherwise extinguished from the Village Transfer Property prior to the occurrence of the earthmoving activity described in Subsection 10B of this Agreement;
- (4) The Village has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- (5) The Village has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Village Transfer Property other than this Agreement;
- (6) The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Village, will not result in a breach or default under any agreement to which the Village is a party or to which the Village is bound, and will not violate any restriction, court order, or agreement to which the Village is subject;
- (7) The Village has no knowledge of any liability, responsibility, or obligations, whether fixed, unliquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Village has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened.

Further, the Village has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of Village Transfer Property of any hazardous substance (as defined under applicable environmental laws) or petroleum; and

- (8) The Village has not received any notices from any governmental authority with respect to the Village Transfer Property that have not been corrected.

Section 9. Accuracy of Representations as of Closing; Survival

As a condition to the Closing for the benefit of each party, the representations and warranties of each party in Sections 7 and 8 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 7 or 8 is not true and correct. The representations and warranties in Sections 7 and 8 of this Agreement will survive the Closing.

Section 10. Terms and Conditions Related to Transfer Properties

A. Removal of Maintenance Shed; Remediation. The Park District, on its own or through a third party, will cause the Maintenance Shed to be demolished in its entirety and removed from the PD Transfer Property immediately at, or promptly after, the commencement of the earthmoving activity described in Subsection B of this Section. In addition, the Park District, promptly after the Maintenance Shed is demolished, will (1) cause one or more borings to be taken of the soil from the PD Transfer Property in the area of the Maintenance Shed, (2) cause that soil to be properly tested for contaminants, and (3) to the extent required by applicable federal or State of Illinois regulations, remediate any adverse environmental condition within the PD Transfer Property related to the Maintenance Shed, subject only to the exception stated in the next sentence of this Subsection A. The Park District may reasonably determine not to remediate the PD Transfer Property because the expense of the remediation is beyond the Park District's means. In that case, the Park District agrees to indemnify, defend, and hold harmless the Village from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses that may arise in connection with any such adverse environmental condition, and the Park District must enter into an environmental protection agreement with the Village, in a form reasonably acceptable to the Village, fully setting forth that agreement.

B. Continued Use of Transferred Properties; Indemnifications. Until the Developer has posted performance security with the Village and commenced earthmoving activity for the Redevelopment, or until such other time as the Park District and the Village agree:

- (1) The Park District may continue to use the PD Transfer Property after the Closing for park and recreation purposes in the same manner as that

4-A.16

property had been used by the Park District immediately prior to the Closing.

- (2) The Village may continue to use the Village Transfer Property after the Closing for parking and related uses in the same manner as that property had been used by the Village immediately prior to the Closing.
- (3) Each party may keep, in the same manner as existed prior to the Closing, revenue derived from operations or programs related to that party's Transfer Property.
- (4) The Park District will indemnify and defend the Village against any and all claims, actions, and liabilities of any kind related to or arising out of the Park District's use of the PD Transfer Property after the Closing. Specifically, but without any limitation on the scope of the previous sentence, the Park District will indemnify and defend the Village against any and all claims, actions, and liabilities of any kind related to or arising out of the use by the Park District, or by any other person or entity, except the Village, of the Maintenance Shed. In addition, the Park District will indemnify, defend, and hold harmless the Village from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses that may arise in connection with any adverse environmental condition or liability related to the Maintenance Shed. This indemnification of the Village by the Park District includes, without limitation, costs incurred in connection with any future, required investigation of site conditions or any cleanup, remediation, removal, or restoration work required by any governmental authority.
- (5) The Village will indemnify and defend the Park District against any and all claims, actions, and liabilities of any kind related to or arising out of the Village's use of the Village Transfer Property after the Closing, specifically including, without limitation, any claim by any person relating to parking decals and the right to continue to use the Village Transfer Property for parking beyond the occurrence of the earthmoving activity described in this Subsection B.

C. No Subletting or other Transfers. During the time the Village may continue to use the Village Transfer Property after Closing, the Village may not sublet or in any other manner transfer any right of possession or use it has to the Village Transfer Property to any person or entity. During the time the Park District may continue to use the PD Transfer Property after Closing, the Park District may not sublet or in any other manner transfer any right of possession or use it has to the PD Transfer Property to any person or entity. Any attempt by a party to transfer any such right of possession or use in violation of this Subsection C is a nullity and will be deemed a breach of this Agreement.

4-A.17

D. No Liens or other Encumbrances. After the Closing, the Village may not allow any lien or any encumbrance of any kind to be placed or maintained on or against the Village Transfer Property at any time, and the Park District may not allow any lien or any encumbrance of any kind to be placed or maintained on or against the PD Transfer Property, at any time except only as provided in Subsection E of this Section for the temporary construction easement on the Village Transfer Parcel. If any encumbrance is placed in violation of this Subsection D as a result of any action or omission of the party, then that party must promptly cause, at its own expense, that encumbrance to be removed or otherwise extinguished.

E. Temporary Construction Easement Over Village Transfer Property. The Park District will grant to the Village, or to the Developer at the Village's direction, a temporary easement over a portion of the Village Transfer Property for ingress, egress, and construction activities related to construction of Locust Avenue and the Redevelopment (a "*Construction Easement*"). The Construction Easement will include reasonable and typical terms for the use and care of the easement premises.

F. Village Commitment of Additional Parcel of Land For Redevelopment of Gordon Park. The Village agrees and commits to transfer to the Park District, in accordance with the standards of the Property Transfer Act and at the time when construction is commencing on the redevelopment of Gordon Park, all of the Village's ownership rights, title, and interest (except easements as described later in this Subsection F) in a parcel of property located along the east side of Gordon Park and the west side of Hazel Avenue (the "*Additional Village Parcel*"), as generally depicted in Exhibit C to this Agreement. The Village will transfer the Additional Village Parcel to the Park District without additional compensation to the Village. The Park District will incorporate the Additional Village Parcel as part of the redeveloped Gordon Park for a paved parking lot or open space. The Village will reserve easement rights in the Additional Village Parcel related to underground public utilities within the parcel. The Park District will not construct any structure on the Additional Village Parcel or otherwise impede the Village's ability to maintain, repair, replace, or otherwise manage the underground utilities.

G. Additional Land for Intersection of Shawmut and Locust Avenues. The Park District and the Village acknowledge that the intersection of reconstructed Shawmut Avenue and Locust Avenue may be designed and constructed to create a traffic circle or island or similar traffic-calming design (the "*New Shawmut/Locust Intersection*"). The construction of the New Shawmut/Locust Intersection thus may require a small amount of additional land adjacent to the existing Shawmut and Locust intersection. If such additional land is required and that additional land is owned by the Park District, then the Park District will convey title to that land promptly to the Village, in fee simple and without additional compensation to the Park District, for use by the Village as part of the New Shawmut/Locust Intersection.

H. Ownership of Land for Connection of Locust Avenue to Ogden Avenue. The Park District and the Village acknowledge (1) that there is uncertainty about the

4-11-18

ownership of a small portion of the land necessary for the connection of Locust Avenue to Ogden Avenue generally in the manner depicted in Exhibit D to this Agreement (the "Ogden Connection") and (2) that the Illinois Department of Transportation ("IDOT"), which owns Ogden Avenue, may require a reconfiguration of the currently proposed Ogden Connection depicted in Exhibit D to this Agreement (the "Reconfigured Ogden/Locust Intersection"). If the Park District owns some of the land necessary for the Ogden Connection, or if the Park District owns property within which a portion of the Reconfigured Ogden/Locust Intersection must be located as required by IDOT, then the Park District will convey title to that land promptly to the Village, in fee simple and without additional compensation to the Park District, for use by the Village as part of the Ogden Connection or the Reconfigured Ogden/Locust Intersection, as applicable.

I. Reverter. The Park District acknowledges that the Village Transfer Property is subject to a right of reverter in favor of the Village, and the Village acknowledges that the PD Transfer Property is subject to a right of reverter in favor of the Park District. Pursuant to La Grange Ordinance No. 0-08-07, the PD Transfer Property is to be constructed as the Shawmut Avenue public roadway owned by the Village and the Village Transfer Property is to be developed as part of a renovated Gordon Park, if the Developer builds the Redevelopment on the Redevelopment Property. If the Developer has not (1) posted performance security with the Village in a form satisfactory to the Village and (2) commenced earthmoving activity for the Redevelopment by December 31, 2009, or some later date certain to which the Park District and the Village may agree in writing (the "Reverter Trigger"), then the PD Transfer Property will revert automatically to the Park District and the Village Transfer Property will revert automatically to the Village. The Park District, at the Closing, will deliver to the Village a quitclaim deed conveying the Village Transfer Property to the Village at the occurrence of the Reverter Trigger, and the Village, at the Closing, will deliver to the Park District a quitclaim deed conveying the PD Transfer Property to the Park District at the occurrence of the Reverter Trigger. The rights of reverter expire automatically when the Developer has posted performance security and commenced earthmoving activity as provided in this Subsection I.

Section 11. Breach

A. Park District Breach. If the Park District breaches any of its obligations under this Agreement, and the Village is not in breach of any of its obligations hereunder, then the Village may send written notice of breach to the Park District. If the Park District does not cure the breach within 30 days after receipt of the notice of breach, then the Village may terminate this Agreement.

B. Village Breach. If the Village breaches any of its obligations under this Agreement, and the Park District is not in breach of any of its obligations hereunder, then the Park District may send written notice of breach to the Village. If the Village does not cure the breach within 30 days after receipt of the notice of breach, then the Park District may terminate this Agreement.

Section 12. General Provisions

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices will be deemed delivered on the date of facsimile transmission to the applicable facsimile number, provided that such transmission is followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (a) actual receipt, (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following addresses:

Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
Attention: Village Manager
Facsimile: (708) 579-2313

with a copy to:
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Mark E. Burkland
Facsimile: (312) 578-6666

Notices and communications to the Park District must be addressed to, and delivered at, the following address:

La Grange Park District
536 East Avenue
La Grange, Illinois 60525
Attention: Executive Director
Facsimile: (708) 352-8591

with a copy to:

Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
Attention: Richard J. Traub
Facsimile: (312) 360-6572

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Village of the PD Transfer Property, the acquisition by the Park District of the Village Transfer Property, and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

E. Incorporation of Exhibits. Exhibits A, B, C, and D attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

F. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

G. Calendar Days and Time. Any reference herein to a "day" or to "days" means a calendar day or days and not a business day or days.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

Section 13. Patriot Act

The Village and the Park District each represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

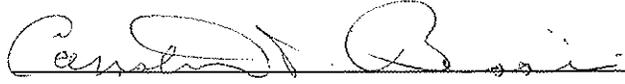
4-A.21

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

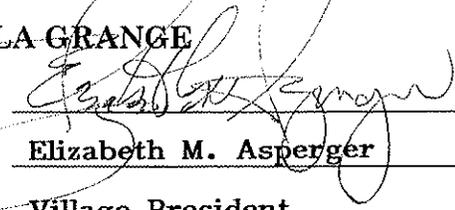
PARK DISTRICT OF LA GRANGE

Signature: 
Printed Name: Robert L. Metzger
Title: President

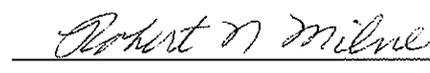
Attest:

Signature: 
Printed Name: Constantine Biscione
Title: Secretary of the Board

VILLAGE OF LA GRANGE

Signature: 
Printed Name: Elizabeth M. Asperger
Title: Village President

Attest:

Signature: 
Printed Name: Robert N. Milne
Title: Village Clerk

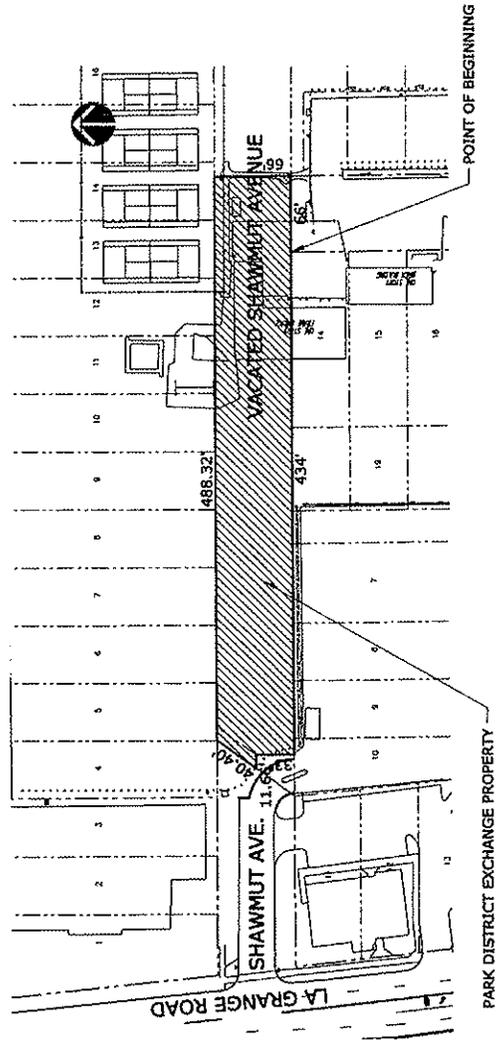
5087111_v12

4-A-22

EXHIBIT A

Depiction and Legal Description of PD Transfer Property

4-A.23



LEGAL DESCRIPTION - SHAWMUT AVENUE EXCHANGE PARCEL

THAT PART OF VACATED SHAWMUT AVENUE (VACATED BY DOCUMENT NO. 17706352), IN THE SHAWMUT AVENUE ADDITION TO LA GRANGE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 17, 1993 AS DOCUMENT 2305996, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN BLOCK 3, OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE NORTH 11.66° EAST, A DISTANCE OF 11.66 FEET, TO THE CENTERLINE OF VACATED SHAWMUT AVENUE; THENCE SOUTH 89°58'28" WEST, A DISTANCE OF 11.66 FEET, ALONG SAID CENTERLINE TO THE WESTERLY TERMINUS OF VACATED SHAWMUT AVENUE; THENCE WESTERLY, TERMINUS OF VACATED SHAWMUT AVENUE, TO THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 2 OF AFORESAID SHAWMUT AVENUE, TO LA GRANGE; THENCE NORTH 89°58'28" EAST, A DISTANCE OF 488.32 FEET, ALONG THE SOUTH LINE OF AFORESAID BLOCK 2 TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOCUST AVENUE; THENCE WESTERLY, ALONG SAID EAST LINE OF LOCUST AVENUE TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 4 OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE SOUTH 89°58'28" WEST, A DISTANCE OF 66.00 FEET, ALONG THE SOUTH LINE OF VACATED SHAWMUT AVENUE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

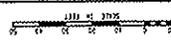
AREA OF PROPERTY = 33,086 SQUARE FEET OR 0.7596 ACRES

HEUER AND ASSOCIATES
 Consulting Engineers
 2318 Rockwood Drive • Suite 103 • Woodstock, IL 60154-5411 708-928-1009

PROPOSED PROPERTY EXCHANGE
VILLAGE OF LA GRANGE/PARK DISTRICT OF LA GRANGE

EXHIBIT A: PD EXCHANGE PROPERTY

TOTAL SHEET SCALE: NIS	1/4" = 1' = 100'	SHEET	1
DRAWN BY:	MAK	DATE	07/10/2008
PROJECT NO.	003	REVISED	0
DATE	07/10/2008		



4-17-24

EXHIBIT B

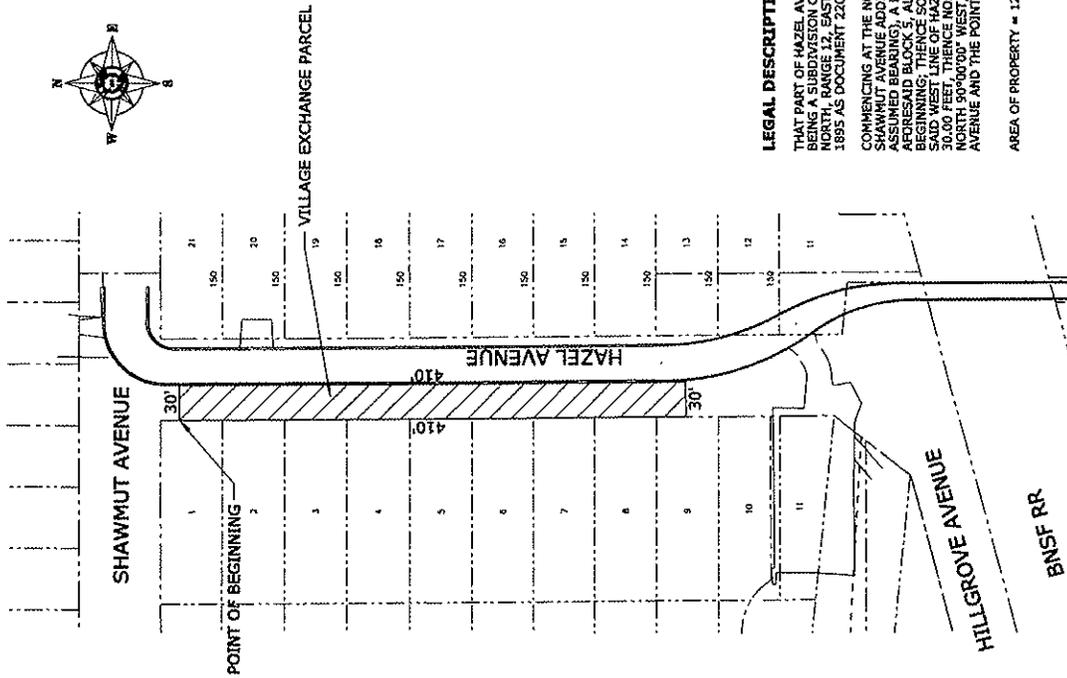
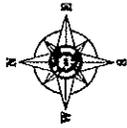
Depiction and Legal Description of Village Transfer Property

4-A-25

EXHIBIT C

**Depiction of Additional Village Parcel
at East Side of Gordon Park along West Side of Hazel Avenue**

4-A.27



LEGAL DESCRIPTION - HAZEL AVENUE EXCHANGE PARCEL

THAT PART OF HAZEL AVENUE, IN THE SHAWMUT AVENUE ADDITION TO LA GRANGE, COOK COUNTY, ILLINOIS, BEING THE WEST 30 FEET OF THE NORTH 1/2, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 17, 1993 AS DOCUMENT 2203386, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 5, OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE SOUTH 00°00'00" WEST (AN ASSUMED BEARING), A DISTANCE OF 5.00 FEET; ALONG THE EAST LINE OF THE SAID BLOCK 5, EAST TO THE EAST LINE OF THE WEST 30 FEET OF HAZEL AVENUE; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 410.00 FEET; ALONG SAID WEST LINE OF HAZEL AVENUE; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET, TO THE WEST LINE OF HAZEL AVENUE AND THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AREA OF PROPERTY = 12,300 SQUARE FEET OR 0.2824 ACRES

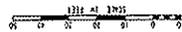
HEUER AND ASSOCIATES
 Consulting Engineers
 2315 Enterprise Drive • Suite 102, Westchester, IL 60154-2815 708-993-0000

PROPOSED PROPERTY EXCHANGE
VILLAGE OF LA GRANGE/PARK DISTRICT OF LA GRANGE

EXHIBIT C: VILLAGE EXCHANGE PARCEL

FINAL SCALE: 1" = 100'
 TABLE SCALE: 1" = 100'
 DRAWN BY: HKA
 PROJECT NO: 2008.027
 DATE: 10/27/2008

SHEET 1 OF 1



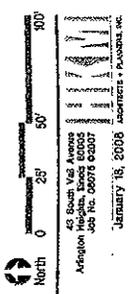
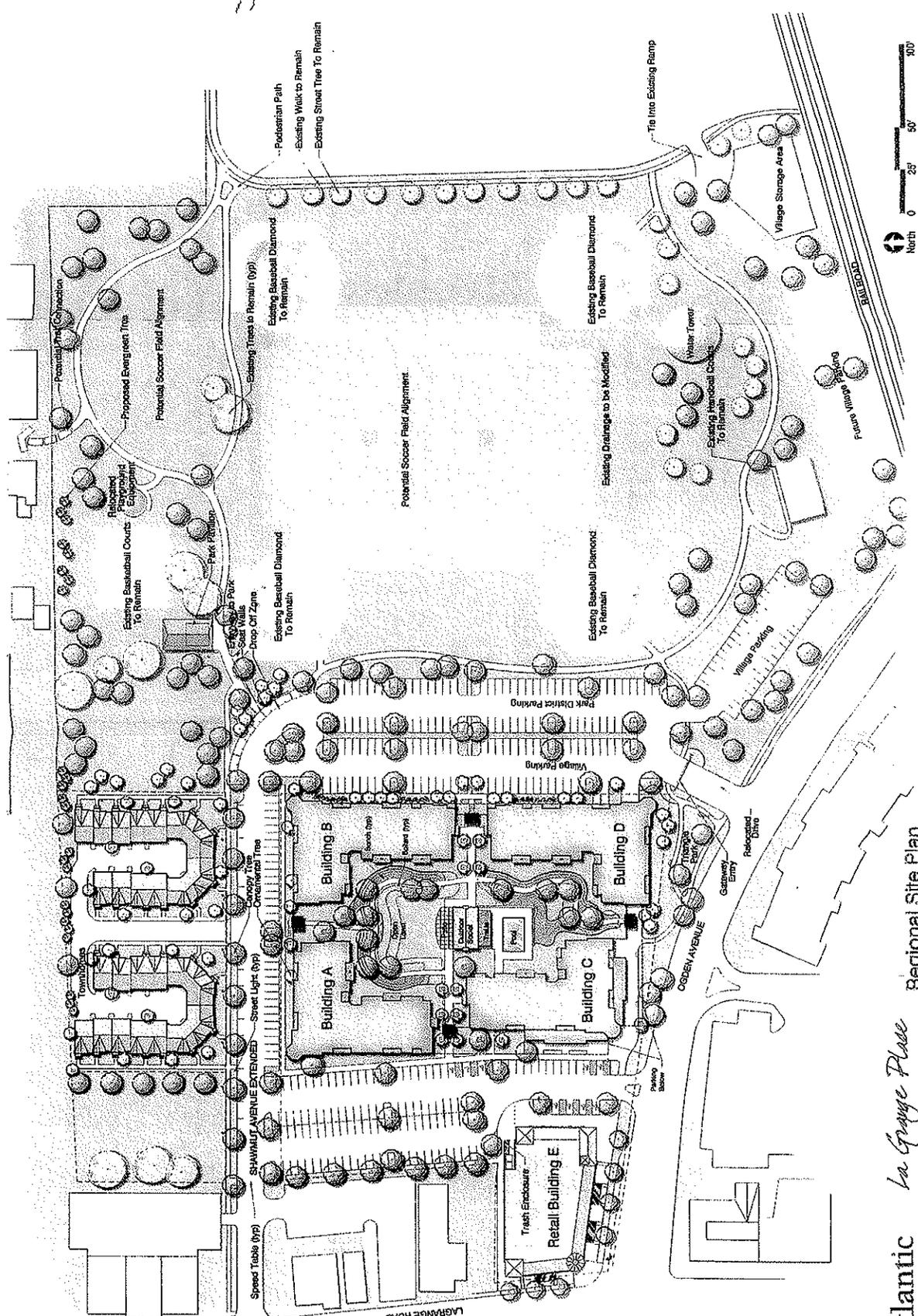
4-A-28

EXHIBIT D

**Depiction of Current Design of Connection
of Locust Avenue with Ogden Avenue**

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47A.29



Regional Site Plan

La Grange Place
LaGrange
Illinois

Atlantic Realty Partners

15 South York
Chicago, IL 60605
Attn: Project Manager
Job No. 08078 03007
January 16, 2008
Landscape Architects • Planners, Inc.

4-A.30

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

TO: Village President, Village Clerk, and Board of Trustees

FROM: Robert J. Pilipiszyn, Village Manager
Mark Burkland, Village Attorney

DATE: January 25, 2010

RE: **EXTENSION OF TIME LIMIT ON PROPERTY TRANSFERS
WITH PARK DISTRICT BEFORE AUTOMATIC REVERTER**

In late 2008, the Village and the Park District each transferred a parcel of land to the other under an intergovernmental agreement between them dated November 10, 2008, and titled "An Agreement for Transfers of Property by the Park District of La Grange to the Village of La Grange and by the Village of La Grange to the Park District of La Grange" (the "Transfer Agreement"). The property transfers are an integral part of (a) the redevelopment of the property at the northeast quadrant of the intersection of La Grange Road and Ogden Avenue (the "Northeast Quadrant") and (b) the Park District's plans to renovate Gordon Park.

The Village transferred to the Park District a parcel of land adjacent to Gordon Park (technically known as the "east half of Lot 14"), which the Park District intends to incorporate into the park. The Park District transferred to the Village a parcel of land commonly known as a part of vacated Shawmut Avenue, which the Village intends to use as public right of way for the redevelopment of the YMCA property and which was incorporated into the approved plans for redevelopment.

At the Park District's request, the Transfer Agreement includes a reverter provision, which provides that the transfers would be undone automatically on December 31, 2009, if the developer (Atlantic Realty Partners) had not (1) posted performance security with the Village in a form satisfactory to the Village and (2) commenced earthmoving activity for the project by December 31, 2009. For a number of reasons, neither of those two conditions were met. The Transfer Agreement, however, authorizes the Village and the Park District to agree to an extension of the time limit.

In December 2009, the Village Manager received a letter from the Park District's Executive Director requesting a one-year extension of the time limit. Because the reverter was set to occur on December 31 before the next scheduled meeting of the Village Board, the Village Manager agreed to a one-month extension of the time limit, to January 31, 2010, after advising the Village Board that it was necessary and appropriate to do so. A copy of the letter sent to the Park District agreeing to the one-month extension is attached.

The one-month extension has allowed the Village Board time to consider the Park District's request for a one-year extension. The Village Board's meeting on January 25 is the first meeting since the Park District's letter was received.

Enclosed with this report is a draft letter from the Village President to the Park District that would memorialize approval of a one-year extension of time.

It is recommended that the Village Board approve a motion (a) approving a one-year extension of the time limit set on the property transfers between the Village and the Park District under Subsection 10I of the Transfer Agreement, and (b) authorizing the Village President to send a letter to the Park District memorializing that approval.

F:\USERS\ecldcr\ellie\BrdRpt\parkdistrictextensionoftimeonpropertytransfers.brd.DOC

4-A.32

Village of La Grange

December 29, 2009

Dean Bissias, Executive Director
Park District of La Grange
536 East Avenue
La Grange, IL 60525



Re: Extension of Time Limit on Property Transfers

Dear Dean:

The Village of La Grange has received your letter requesting an extension of the time limitation imposed on the transfers of property between the Park District and the Village related to the redevelopment of the former YMCA property and of Gordon Park. I am writing to approve an interim extension of time from December 31, 2009, through the end of the day January 31, 2010, pending consideration by the Village's Board of Trustees of the one-year extension you have requested.

By way of background, the Park District and the Village each transferred property to the other under an intergovernmental agreement between them dated November 10, 2008, and titled "An Agreement for Transfers of Property by the Park District of La Grange to the Village of La Grange and by the Village of La Grange to the Park District of La Grange" (the "*Transfer Agreement*"). The Village transferred a parcel of land adjacent to Gordon Park, which the Park District intends to incorporate into the park. The Park District transferred a parcel of land commonly referred to as a part of vacated Shawmut Avenue, which the Village intends to use as public right of way for the redevelopment of the YMCA property.

The Transfer Agreement includes a reverter provision, which provides that the transfers will be undone automatically on December 31, 2009, if the developer for the redevelopment project has not (1) posted performance security with the Village in a form satisfactory to the Village and (2) commenced earthmoving activity for the project by December 31, 2009. For a number of reasons, neither of those two conditions have been met and the reverter is set to occur unless the Park District and the Village agree to extend the time limit on the transfers.

You noted in your letter to me that the property transfers are an instrumental part of the redevelopment project and that the undoing of the property transfers would create an impediment to the redevelopment goals and objectives shared by the Park District and the Village.

The reverter provision, which is Subsection 10I of the Transfer Agreement, provides that the Park District and the Village may agree to an extension of the time limitation.

4-A.33

Dean Bissias, Executive Director
Park District of La Grange
December 29, 2009 — Page 2

As provided in Subsection 10I of the Transfer Agreement, the Village agrees to an extension of the time limitation on the transfers of property until the end of the day January 31, 2010. During January, the Village's Board of Trustees will consider and make a decision on the Park District's request for an extension until December 31, 2010. I will advise you promptly when that decision is made.

Sincerely,
VILLAGE OF LA GRANGE



Robert J. Pilipiszyn
Village Manager

c: Village President Asperger and Board of Trustees

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4-A-34

Village of La Grange

January 26, 2010

Timothy Kelsas, President
Dean Bissias, Executive Director
Park District of La Grange
536 East Avenue
La Grange, Illinois 60525



Re: One-Year Extension of Time Limit on Property Transfers

Dear Messrs. Kelsas and Bissias:

The Board of Trustees of the Village of La Grange, at its regular meeting on January 25, 2010, approved a one-year extension of the time limit set on the property transfers between the Village and the Park District of La Grange and authorized me to send you this letter for your approval and signature to memorialize that extension.

As you know, the Village and the Park District each transferred property to the other under an intergovernmental agreement between them dated November 10, 2008, and titled "An Agreement for Transfers of Property by the Park District of La Grange to the Village of La Grange and by the Village of La Grange to the Park District of La Grange" (the "*Transfer Agreement*"). The transfers are related to the potential development of the property at the northeast corner of the intersection of La Grange Road and Ogden Avenue, which is comprised primarily of the parcel owned by the YMCA and includes property owned by the Park District (collectively the "*Redevelopment Property*").

The Village transferred to the Park District a parcel of land adjacent to Gordon Park, which the Park District intends to incorporate into the park. The Park District transferred to the Village a parcel of land commonly referred to as a part of vacated Shawmut Avenue, which the Village intends to use as public right of way for the redevelopment of the Redevelopment Property.

The Transfer Agreement includes a reverter provision, which provides that the transfers will be undone automatically on December 31, 2009, (the "*Time Limit*") if the developer for the redevelopment project has not (1) posted performance security with the Village in a form satisfactory to the Village and (2) commenced earthmoving activity for the project by December 31, 2009. For a number of reasons, neither of those two conditions were met.

You sent a letter to Robert Pilipiszyn, the La Grange Village Manager, in December 2009 stating that the Park District, through its Board of Commissioners, seeks a one-year extension of the Time Limit, so that the reverter will not be triggered until December 31, 2010.

Mr. Pilipiszyn replied to you by letter dated December 29, 2009, extending the Time Limit to January 31, 2010, to allow the Board of Trustees in January to consider and act on your one-year request.

53 South La Grange Road P.O. Box 668 La Grange, Illinois 60525 (708) 579-2313 Fax (708) 579-0980

4-A.35

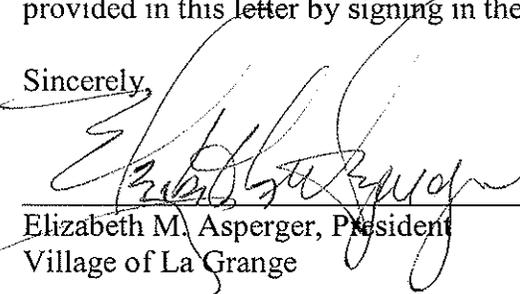
Timothy Kelpsas, President
Dean Bissias, Executive Director
January 26, 2010
Page 2 of 2

The reverter provision, which is Subsection 10I of the Transfer Agreement, provides that the Park District and the Village may agree to an extension of the time limitation.

The Village agrees to an extension of the time limitation on the transfers of property until the end of the day December 31, 2010.

Please indicate your approval of the extension of the Time Limit to December 31, 2010, as provided in this letter by signing in the space provided below.

Sincerely,



Elizabeth M. Asperger, President
Village of La Grange

AGREED:



Timothy Kelpsas, President
Park District of La Grange Board of Commissioners

Dated: 29 JANUARY, 2010.

4-A.36

VILLAGE OF LA GRANGE
Public Works Department

BOARD REPORT

TO: Village President, Village Clerk,
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Ryan Gillingham, Director of Public Works

DATE: December 13, 2010

RE: **RESOLUTION – AUTHORIZATION FOR AGREEMENT WITH COOK
COUNTY FOR FEDERAL STIMULUS GRANT FOR FACILITY
IMPROVEMENTS**

On October 11, 2010 you approved the authorization of a subrecipient agreement between the Village and Cook County for the use of ARRA funds for HVAC and other facility improvements to Village Hall, Public Works and Fire Department facilities. Specifically the agreement is for the use of energy efficiency grant funds in the amount of \$72,767 through the Energy Efficiency and Conservation Block Grant Program. Cook County requested that a resolution be adopted authorizing the execution of the subrecipient agreement by the Village President.

The agreement has already been submitted to Cook County for approval, leaving only a formal Resolution necessary to complete the process in order to approve the subrecipient agreement with Cook County. Therefore, we recommend approval of the attached Resolution authorizing the execution of a subrecipient agreement with Cook County for a grant in the amount of \$72,767.

4-B

RESOLUTION _____

A RESOLUTION AUTHORIZING EXECUTION OF THE SUBRECIPIENT AGREEMENT WITH COOK COUNTY FOR THE 2010 ENERGY EFFICIENCY and CONSERVATION BLOCK GRANT PROGRAM

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

Section 1. That the President and Village Clerk be and hereby directed and authorized to submit the Subrecipient Agreement, all understanding and assurances and to execute the 2010 Energy Efficiency and Conservation Block Grant Program Year Agreement with the County of Cook, Illinois.

<u>PROJECT</u>	<u>AMOUNT</u>
Energy Efficiency Community Block Grant	\$72,767

Section 2. That the President and Village Clerk be and are hereby directed and authorized to execute any and all additional documents necessary to carry out the 2010 Energy Efficiency Community Block Grant Program on behalf of the Village of La Grange for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Clerk.

Section 3. This resolution is effective retroactive to October 11, 2010.

ADOPTED by the Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the ___ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2010

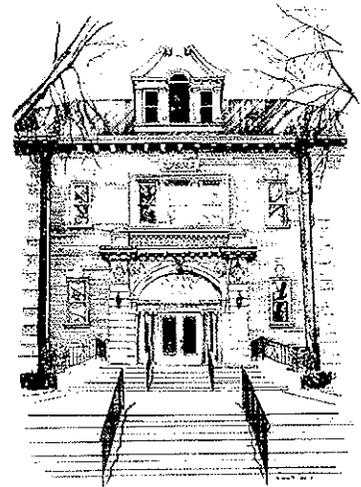
ATTEST:

Elizabeth M. Asperger, Village President

Robert N. Milne, Village Clerk

4-B.1

Village of La Grange



STATE OF ILLINOIS

ss.

COUNTY OF COOK

CERTIFICATE

I, Robert N. Milne, certify that I am the duly elected Village Clerk of the Village of LaGrange, Cook County, Illinois

I further certify that on December 13, 2010 the corporate Authorities of the Village of LaGrange passed and approved Resolution No. _____ entitled;

RESOLUTION AUTHORIZING EXECUTION OF THE SUBRECIPIENT AGREEMENT WITH COOK COUNTY FOR ITS ENERGY EFFICIENCY and CONSERVATION BLOCK GRANT PROGRAM

Copies of such resolution are available for public inspection upon request in the office of the Village Clerk.

Dated at Village of LaGrange, Illinois, this 13th day of December, 2010.

Robert N. Milne
Village Clerk

4-B.2

VILLAGE OF LA GRANGE
Fire Department

BOARD REPORT

TO: Village President, Village Clerk,
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
William J. Bryzgalski, Fire Chief

DATE: December 13, 2010

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY**

The Fire Department has a vehicle that has reached the end of its useful life and is no longer compatible with other pieces of equipment. From time to time, it is necessary to declare and dispose of such surplus property. State law allows the Village to sell surplus property in a manner that is best for the Village. The property that is being disposed of is owned by the Village.

This property disposal request contains one vehicle that is no longer actively used by the Fire Department. The vehicle is a 1996 Ford Econoline 8 Passenger Club Wagon that was used as a Department Support Vehicle for many years. This vehicle has 40,977 miles.

We have found through experience that the private auction houses and on-line auction services are a cost effective method of disposal and it reaches a larger audience of prospective bidders for this type of vehicle. We would recommend that that the Village Board authorizes staff to dispose of the surplus vehicle as provided in the attached ordinance.

4-C

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board Of Trustees of the Village Of La Grange to dispose of said personal property in the manner described in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Disposal of Surplus Property. The President and Board Of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village Of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2010.

By: _____
Elizabeth M. Asperger, Village President

ATTEST:

Robert N. Milne, Village Clerk

4-C.1

**Village of La Grange
Fire Department**

Disposal of Surplus Property December 13, 2010

Exhibit 'A'

Vehicle

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1996	Ford	Econoline	1FMEE11H5THB36756

* The On-line Auction Place will be eBay unless it is unavailable; the Fire Department may choose to sell the vehicle through another auction means.

4-6.2

MINUTES

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING
Town Meeting – Community Center
200 Washington Avenue
La Grange, IL 60525

Monday, November 22, 2010 - 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

The Board of Trustees of the Village of La Grange Regular Town Meeting was called to order at 7:30 p.m. by President Asperger. President Asperger welcomed all to the last in a series of three Town Meetings being held in various areas of the Village. On roll call, as read by Administrative Secretary Ellie Elder, the following were present:

PRESENT: Trustees Holder, Horvath, Kuchler, Langan, Livingston, and Palermo

ABSENT: Village Clerk Milne

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
Finance Director Lou Cipparrone
Community Development Director Patrick Benjamin
Public Works Director Ryan Gillingham
Fire Chief William Bryzgalski
Police Chief Mike Holub

2. PRESIDENT'S REPORT

Noting that Town Meetings are held to promote communications between Village officials and residents, President Asperger explained that there would be a brief business meeting prior to opening the floor to the audience.

President Asperger reminded the audience that the La Grange Business Association would hold their annual Holiday Walk on Saturday, December 4 and encouraged everyone to enjoy the festivities.

Announcing that Village offices would be closed for the Thanksgiving holiday, President Asperger added that a full complement of public safety personnel will be on call.

President Asperger announced that the Lacey family is once again hosting Thanksgiving dinner for the needy.

4-D

Lastly, President Asperger indicated that following the regular meeting and refreshments, the Village Board will meet in a Closed Executive Session to discuss pending litigation.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-10-33) – Creating an Additional Class H Liquor License, Knead Marketplace, Inc. d/b/a Back Alley Burger, 13 S. La Grange Road
- B. Ordinance (#O-10-34) – Creating an Additional Class C-2 Liquor License, Bin 19 LLC, 19 S. La Grange Road
- C. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, November 8, 2010
- D. Consolidated Voucher 101122 – (\$946,965.82)

It was moved by Trustee Langan to approve items A, B, C, and D of the Omnibus, seconded by Trustee Holder.

Approved by roll call vote.

Ayes: Trustees Holder, Horvath, Kuchler, Langan, Livingston and Palermo
Nays: None
Absent: None

5. CURRENT BUSINESS

None

6. MANAGER'S REPORT

None

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

President Asperger introduced members of Village staff adding their availability for questions or concerns.

President Asperger opened the floor to audience.

4-D.1

Caryn Carranza, who resides at 220 E. Cossitt inquired about street lighting in her area and President Asperger responded that Public Works Director Ryan Gillingham would follow-up on the matter.

8. EXECUTIVE SESSION

A. Closed Session – Pending Litigation

President Asperger indicated that there would be a motion to adjourn to closed session immediately following this meeting and the Village Board would not reconvene to open session as no formal action would occur.

Trustee Langan moved to adjourn to closed session to discuss matters related to pending litigation, seconded by Trustee Livingston.

Approved by roll call vote.

Ayes: Trustees Holder, Horvath, Kuchler, Langan, Livingston, and Palermo
Nays: None
Absent: None

9. TRUSTEE COMMENTS

10. ADJOURNMENT

At 7:45 p.m. it was moved by Trustee Langan to adjourn, seconded by Trustee Livingston. Motion approved by voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Robert N. Milne, Village Clerk

Approved Date:

4-D.2

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

December 13, 2010

Consolidated Voucher 101213

<u>Fund No.</u>	<u>Fund Name</u>	<u>12/13/10 Voucher</u>	<u>11/24/10 Payroll</u>	<u>12/10/10 Payroll</u>	<u>Total</u>
01	General	312,562.33	268,998.93	283,678.98	865,240.24
21	Motor Fuel Tax				0.00
22	Foreign Fire Insurance Tax	684.99			684.99
24	ETSB	2,611.04			2,611.04
40	Capital Projects	49,399.50			49,399.50
50	Water	159,701.45	36,387.80	37,227.68	233,316.93
51	Parking	11,504.21	23,387.90	23,120.86	58,012.97
60	Equipment Replacement	78,392.18			78,392.18
70	Police Pension	104.91			104.91
75	Firefighters' Pension	57,373.96			57,373.96
80	Sewer	5,051.48	8,694.93	8,861.22	22,607.63
90	Debt Service				0.00
91	SSA 4A Debt Service				0.00
93	SAA 269				0.00
94	SAA 270				0.00
		<u>677,386.05</u>	<u>337,469.56</u>	<u>352,888.74</u>	<u>1,367,744.35</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

4-E

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

TO: Village President and Board of Trustees, Village Clerk and
Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Lou Cipparrone, Finance Director

DATE: December 9, 2010

RE: **ORDINANCE – ABATEMENT OF 2010 TAX LEVY / 2005 STREET
LIGHT REFUNDING BONDS**

During the early 1990's, the Village initiated the Residential Streetlight Program. The program was originally being funded on a pay-as-you-go basis over a twenty five year period. In response to an overwhelming and positive response by residents to the annual installation of streetlights in the residential neighborhoods, the Village Board approved the issuance of \$3.9 million of general obligation, alternate revenue bonds in 1998 to complete the remaining sections of the Village over a three year period.

In December 2005, the Village Board adopted an ordinance authorizing the refunding of the remaining outstanding bonds from the 1998 Streetlight issue. By refunding the outstanding bonds, the Village realizes a net interest savings in excess of \$100,000 over the remaining life of the issue which matures on December 1, 2017.

The Series 2005 refunding bond issue is a general obligation, alternate revenue source issue, backed by the full faith and credit of the Village. This type of bond issue is payable from pledged alternate revenues with the full faith and credit of the Village acting as back-up security. The full faith and credit pledge by the Village authorizes Cook County to annually levy taxes for the bonds unless an abatement for a specific tax levy year is received. For the refunding issue, the Village Board has identified revenues derived from utility taxes as the alternative revenues pledged to pay for principal and interest expenditures relating to this issue. Sufficient monies are budgeted and available within the General Fund from utility tax revenues in FY 2011-12 to pay for this expenditure. Therefore, it is appropriate to abate the portion of the bonds maturing during FY 2011-12 from the 2010 tax levy.

It is our recommendation that the Village Board adopt the attached ordinance abating taxes levied for the year 2010 with respect to the \$2,785,000 General Obligation Refunding Bonds, Alternate Revenue Source, Series 2005, in the amount of \$303,765.00.

5-A

VILLAGE OF LA GRANGE

ORDINANCE NO. O-10- ____

ABATEMENT OF 2010 TAX LEVY – GENERAL OBLIGATION REFUNDING BONDS,
ALTERNATE REVENUE SOURCE, SERIES 2005

WHEREAS, the Village has funds on hand derived from sources other than the levy of taxes provided in Ordinance No. O-05-41, and which funds can be made available for the purpose of paying interest on and principal of said bonds and, accordingly, it is advisable and necessary to provide for abatement of the tax heretofore levied for the year 2010 with respect to the \$2,785,000 General Obligation Refunding Bonds (Alternate Revenue Source) Series 2005.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County, State of Illinois, as follows:

Section 1: It shall be and it is found and determined that the Board of Trustees of the Village of La Grange has heretofore sold and delivered \$2,785,000 General Obligation Refunding Bonds, Series 2005, of said Village, dated December 22, 2005, and has provided for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2005 to 2017, both years inclusive, in an amount sufficient to provide the funds to pay the principal of and interest on said bonds when due. It is further found and determined that the sum of \$303,765.00 is now available from funds derived from sources other than such tax levy, which sum is hereby appropriated for the purpose of paying a portion of such principal and interest.

The Village Treasurer is hereby authorized and directed to deposit such sum of \$303,765.00 with First National Bank of La Grange, to pay interest only in the amount of \$34,382.50 due June 1, 2011, and principal and interest in the amount of \$269,382.50 due December 1, 2011.

Section 2: The tax heretofore levied for the year 2010 regarding the General Obligation Bonds (Alternate Revenue Source) Series 2005, shall be and the same is hereby abated as follows:

Year of Levy	Tax Levied in Bond Ordinance	Amount of Tax to be Abated	Remainder of Tax Levied which is to be Extended for Year 2010 Regarding General Obligation Refunding Bonds, Series 2005
2010	\$303,765.00	\$303,765.00	\$0.00

5-A.1

Section 3: Forthwith, as soon as this Ordinance becomes effective, a copy hereof, certified by the Clerk of said Village, which certificate shall recite that this Ordinance has been passed by the Board of Trustees of said Village and is in full force and effect, shall be filed with County Clerk of Cook County, Illinois, and said Ordinance shall constitute authority for the County Clerk for the tax year 2010 to reduce the tax levy by the amount of \$303,765.00 as set forth in Section 2 of this Ordinance, which reduction shall apply to all the taxable property situated within said Village, in said County, in said year and as shown herein above on the General Obligation Bonds (Alternate Revenue Source) Series 2005, of the Village of La Grange.

Section 4: This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

PASSED AND APPROVED this 13th day of December, 2010.

ADOPTED this 13th day of December, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2010.

Village President

ATTEST:

Village Clerk

5-A.2

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

TO: Village President and Board of Trustees, Village Clerk and
Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Lou Cipparrone, Finance Director

DATE: December 9, 2010

RE: **RESOLUTION – LEVYING A TAX FOR LIBRARY OPERATING
PURPOSES**

The La Grange Library Board of Trustees' 2010 tax levy request for operating purposes is \$1,970,146 which is a 3.73 percent increase over last year's tax levy. This amount reflects the allowable increase under the Property Tax Limitation Act and is equal to the increase of the Village tax levy request. The Property Tax Limitation Act limits the Library's increase in property tax extensions, exclusive of debt service, to new property growth and voter approved increases, to the lesser of five percent or the percent of increase in the national Consumer Price Index (CPI). The consumer price index rate for the 2010 levy determined as of December 2009 was 2.7 percent. The percentage increase in the tax levy over the 2.7 percent CPI represents new growth from estimated construction during the next fiscal year.

The La Grange Library is a "municipal library" rather than a separate "public library district" and as such must levy property taxes as part of the Village of La Grange tax levy. If it is necessary for Cook County to reduce the property tax levy as a result of the Property Tax Limitation Act, the Library tax levy will be reduced in the same proportion as the other Village tax levies, which does not affect the Village's taxing ability for the 2010 extension.

Representatives from the La Grange Library will be in attendance at the December 13, 2010 Village Board meeting to address any questions regarding the Library's levy request.

We recommend that the attached resolution approved by the Library Board be accepted.

5-B



10 West Cossitt Avenue
La Grange, Illinois 60525
lagrangelibrary.org 708.352.0576

NOV 22 2010

November 16, 2010

Ms. Elizabeth Asperger, President
Village of La Grange
53 South La Grange Road
La Grange, IL 60525

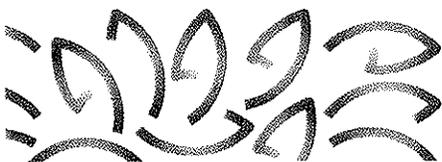
Dear President Asperger,

In my capacity as President of the La Grange Public Library and at the direction of the Board of Library Trustees, I herewith notify you of this year's levy request for library taxes.

Pursuant to Section 5/3-5 of the Local Library Act [75 ILCS 5/3-5], the library taxes provided in the Local Library Act shall be levied by the Village Board "in the amounts determined by the Library Board and collected in like manner with other general taxes of the city, village, incorporated town or township and the proceeds shall be deposited in a special fund, which shall be known as the library fund." Since under this law it is the Library Board of Trustees' responsibility to determine the amount required for the public library, on behalf of the Library Board I will set out below its determination.

For the annual tax for the establishment and maintenance of the library (the maximum rate of which is .60% of the equalized assessed value as provided in 75 ILCS 5/3-4), the amount of **\$1,970,146**. For the repayment of bonds and interest, the amount of **\$685,843**. The total levy request determined by the Board of Library Trustees for this year for library purposes is **\$2,655,989**.

In addition, the Board of Library Trustees of the Village of La Grange, Illinois, in accordance with its Resolution No. R11.16-A-2010, its annual appropriation determination to the corporate authorities, herein states its desire to accumulate and set apart the unexpended balances of the proceeds annually received from taxes not in excess of the statutory limits in its Special Building Fund and New Building Fund. The Library *Special Building Fund Plan, Long Range Plan and Technology Plan* are hereby amended and said fund will be used for the following purposes, over the next five years, in accordance with 75 ILCS 5/5-8.



5-13.1

- Emergency repairs deemed necessary to 10 W. Cossitt Avenue Building, its furnishings, and equipment.

All balances of general, undistributed funds as of 90 days following the end of the latest fiscal year shall be transferred by the Library Director, with the authorization of the Library Treasurer, to the Special Building Fund in accordance with 75 ILCS 5/4-15.

If you have any questions in this regard or require our assistance in any respect, do not hesitate to contact the undersigned. We appreciate the fine support given to the library in the past and know that it will continue into the future.

Sincerely,



Becky Spratford
President, Board of Library Trustees

cc: Village Manager



5-B.2



LA GRANGE PUBLIC LIBRARY Resolution No. R11.16-A-2010

A RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF LA GRANGE, COOK COUNTY, ILLINOIS, PROVIDING A STATEMENT OF THE FINANCIAL REQUIREMENTS FOR THE ENSUING FISCAL YEAR BEGINNING MAY 1, 2011 AND ENDING IN APRIL 30, 2012 FOR INCLUSION IN THE APPROPRIATION OF THE CORPORATE AUTHORITY.

WHEREAS, the President and Board of Trustees of the La Grange Public Library, in the County of Cook and State of Illinois, did on the 16th day of November, 2010 determine the amounts required for the operation for said Library for the fiscal year commencing on May 1, 2011 and ending April 30, 2012; and

WHEREAS, Section 5/3-5 of The Local Library Act [75 ILCS 5/3-5] requires the Village to levy the amounts determined by the Library Board which sums are required to be deposited into the Library Fund;

NOW, THEREFORE, be it resolved by the Board of Library Trustees of the Village of La Grange, Cook County Illinois as follows:

Section 1: That the following sums of money or as much thereof as may be authorized by law are hereby identified as financial requirements of the Board of Trustees of the Village of La Grange, for library purposes as hereinafter specified for said fiscal year:

INCOME	
PROPERTY TAXES - OPERATING	1,970,146
PROPERTY TAXES - DEBT SERVICE	685,843
REPLACEMENT TAX	16,116
ALL OTHER INCOME	56,507
TOTAL INCOME	2,728,612
EXPENSE	
SALARIES & BENEFITS	1,314,752
PRINT & NONPRINT MATERIALS	233,306
ALL OTHER OPERATING EXPENSE	386,154
CAPITAL OUTLAY, INTERFUND TRANSFERS & DEBT SERVICE	794,400
TOTAL EXPENSE	2,728,612

Section 2: That the Board of Library Trustees of the Village of La Grange hereby specifies that a specific fund is being accumulated from the unexpended balance of the proceeds annually received from library taxes, and set aside as a reserve fund for the purchase of sites and buildings, for the construction and equipment of buildings, for the rental and repair of buildings acquired for library

5-13.3



purposes, and for repairs and alterations of library buildings and equipment, in accordance with 75 ILCS 5/5-8.

Section 3: That the Board of Library Trustees of the Village of La Grange hereby identifies a specific fund known as the Local Library Working Cash Fund which was created for the fiscal year beginning May 1, 1987 and ending April 30, 1988 and based upon a .05% tax levied upon all taxable property in the village in the fiscal year beginning May 1, 1988 and ending April 30, 1989. This fund is not a current asset available for library purposes; however the principal proceeds of this fund, which is set apart in a special fund, may be transferred to the general library fund and disbursed therefrom in anticipation of the collection of taxes lawfully levied for general library purposes or in anticipation of such taxes. The interest generated by the fund's principal may be transferred to the general library fund and disbursed therefrom. The proceeds of the fund may be carried over from year to year without in any manner reducing or abating a future annual library tax levy.

Section 4: That the Secretary is hereby directed to file a certified copy of this resolution with the Board of Trustees of the Village of La Grange within the time specified by law for inclusion in the next annual appropriation ordinance and levy ordinance of the Village of La Grange.

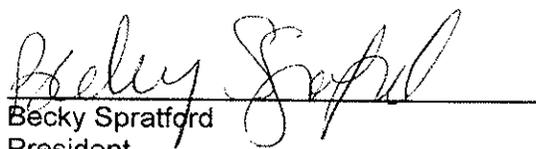
Adopted the 16th of November 2010 pursuant to a roll call vote as follows:

AYES:

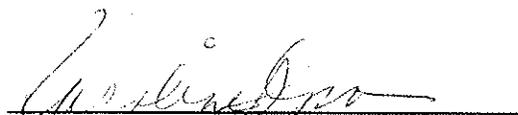
NAYES:

ABSENT:

APPROVED by me this 16th day of November, 2010.


Becky Spratford
President
Board of Library Trustees

ATTEST:


Caroline Coryell
Secretary/Treasurer
Board of Library Trustees

5-B.4

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

TO: Village President and Board of Trustees, Village Clerk and
Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Lou Cipparrone, Finance Director

DATE: December 9, 2010

RE: **ORDINANCE – 2010 PROPERTY TAX LEVY FOR VILLAGE
OPERATIONS**

The preliminary 2010 property tax levy was reviewed at the November 8, 2010 Village Board meeting. As part of this review, it was determined the increase in the levy would not exceed Truth in Taxation requirements and therefore a public hearing is not required prior to adoption of the final levy.

The final tax levy includes an increase of 3.73 percent, exclusive of debt service, over the prior year's tax extension (see Exhibit 1). The increase in the property tax levy reflects the allowable increase under the Property Tax Limitation Act of 2.7 percent (CPI as of December, 2009). The remaining levy increase represents new growth from estimated construction during the next fiscal year. If such new growth does not occur, the property tax levy will automatically be lowered by Cook County.

Cook County uses actual bond ordinances on file to calculate required levies for debt service. As such, the levy request for debt service for the La Grange Library included as part of this report is being presented for informational purposes only. By including the debt service levies with the operating levy request, we can then estimate the change in property taxes resulting from the 2010 levy request. The effect the 2010 levy will have on average home with a selling price of \$400,000 (assessed property value of \$250,000) is an increase of \$26.09 from the Village levy and an increase of \$7.53 from the Library levy (see Exhibit 3).

As part of the annual property tax levy, a Special Service Area levy is filed with Cook County to fund on-going maintenance of the Central Business District. The Special Service Area tax levy is not subject to the Truth in Taxation requirements. The Special Service Area boundaries substantially follow that of the TIF District, with the exclusion of any single-family and multi-family properties. By ordinance, the Special Service Area levy is to be adjusted annually by the Consumer Price Index utilized as part of the Property Tax Limitation Act. Therefore, the 2010 Special Service Area levy of \$58,582 reflects an increase of 2.7 percent over last years levy of \$57,042. The Special Service Area levy is not included in the attached exhibits as it affects only a small percentage of commercial properties within the Village's Central Business District.

Several exhibits are attached for your information. They are as follows:

- Exhibit 1 shows the Village's Truth in Taxation calculation. The proposed 2010 property tax levy request of \$7,912,373 represents an increase of \$284,791 or 3.73 percent from the 2009 tax levy of \$7,627,582.
- Exhibit 2 presents historical data about the Village's assessed valuation, EAV and new growth.
- Exhibit 3 is a comparison of the Village and Library 2009 and 2010 property tax rates on residential property.

We recommend that the Village Board adopt the attached ordinance requesting a 2010 property tax levy of \$7,912,373, exclusive of debt service, which is a 3.73 percent increase from the 2009 tax levy.

VILLAGE OF LAGRANGE
LIMITING RATE AND

EXHIBIT 1

TRUTH IN TAXATION CALCULATIONS

(Proposed 2010 Tax Levy for the 2011-12 budget year with 2009 Extended Tax Levy.)

2010 LEVY PROJECTION

LIMITING RATE CALCULATION:

$$\frac{(2009 \text{ extension, excluding debt service})}{(2010 \text{ est. EAV})} \times \frac{(CPI \text{ increase})}{(2010 \text{ est. new growth})} = \frac{7,837,567}{7,857,817} = \boxed{0.9974}$$

TRUTH IN TAXATION CALCULATION:

2010 EAV 793,281,663 (EST.)
2009 EAV 785,781,663

	EXTENDED 2009 LEVY FOR FY 10-11	EXT. 2009 LEVY RATES	PROPOSED 2010 LEVY FOR FY 11-12	DOLLAR CHANGE	% CHANGE	EST. 2009 LEVY RATES	MAXIMUM LEGAL RATES*
GENERAL FUND LEVIES							
CORPORATE FUND	431,399	0.0549	569,570	138,171	32.03%	0.0718	0.4375
FORESTRY TAX	159,513	0.0203	161,085	1,572	0.99%	0.0203	0.0500
CROSSING GUARDS	0	0.0000	0	0	0.00%	0.0000	0.0200
POLICE PROTECTION	1,276,109	0.1624	1,288,682	12,573	0.99%	0.1624	0.4000
FIRE PROTECTION	1,276,109	0.1624	1,288,682	12,573	0.99%	0.1624	0.4000
AUDITING	0	0.0000	0	0	0.00%	0.0000	0.0050
STREET & BRIDGE	270,308	0.0344	282,881	12,573	4.65%	0.0357	0.0600
AMBULANCE SERVICE	296,239	0.0377	300,000	3,761	1.27%	0.0378	0.2500
IMRF	228,662	0.0291	252,336	23,674	10.35%	0.0318	N/A
SOCIAL SECURITY	<u>209,803</u>	<u>0.0267</u>	<u>213,691</u>	<u>3,888</u>	<u>1.85%</u>	0.0269	N/A
SUBTOTAL GEN. FUND	4,148,142	0.5279	4,356,927	208,785	5.03%	0.5492	1.6225
PENSION LEVIES							
POLICE PENSION FUND	814,855	0.1037	790,945	-23,910	-2.93%	0.0997	N/A
FIRE PENSION FUND	<u>765,351</u>	<u>0.0974</u>	<u>794,355</u>	<u>29,004</u>	<u>3.79%</u>	<u>0.1001</u>	N/A
SUBTOTAL OTHER FUNDS	1,580,206	0.2011	1,585,300	5,094	0.32%	0.1998	
TOTAL VILLAGE TAX LEVY W/O DEBT SERVICE	5,728,348	0.7290	5,942,227	213,879	3.73%	0.7491	
TOTAL LIBRARY TAX LEVY	<u>1,899,234</u>	0.2417	<u>1,970,146</u>	<u>70,912</u>	3.73%	0.2484	0.6000
TOTAL TAX LEVY-TRUTH IN-TAXATION PURPOSE	<u><u>7,627,582</u></u>	0.9707	<u><u>7,912,373</u></u>	<u><u>284,791</u></u>	3.73%	0.9974	
DEBT SERVICE LEVY							
DEBT SERVICE - Village	0	0.0000	0	0		0.0000	
DEBT SERVICE - Library	<u>686,993</u>	0.0874	<u>685,843</u>	<u>-1,150</u>	<u>-0.17%</u>	0.0865	
TOTAL PROPERTY TAX LEVY	<u><u>8,314,575</u></u>	1.0581	<u><u>8,598,216</u></u>	<u><u>283,641</u></u>	3.41%	1.0839	
SPECIAL SERVICE AREA LEVY	<u>57,042</u>	n/a	<u>58,582</u>	1,540	2.70%		

5-C.2

VILLAGE OF LAGRANGE
COMPARATIVE EQUALIZED ASSESSED VALUATIONS (EAV)
AND EAV GROWTH (NEW AND OTHER)

EXHIBIT 2

LEVY YEAR	ASSESSED VALUATION	X	STATE EQUALIZER FACTOR	=	(EAV)	EAV GROWTH INCREASE/ (DECREASE)	% INCR-/DCR	NEW GROWTH	OTHER GROWTH
1991	100,926,777	X	2.0523	=	207,132,024	2,256,348	1.10%	922,718	1,333,630
1992	100,690,430	X	2.0897	=	210,412,791	3,280,767	1.58%	1,002,086	2,278,681
1993	110,172,321	** X	2.1407	=	235,845,887	25,433,096	12.09%	2,145,359	23,287,737
1994	110,094,531	X	2.1135	=	232,684,791	-3,161,096	-1.34%	1,202,720	-4,363,816
1995	115,678,873	X	2.1243	=	245,736,629	13,051,838	5.61%	11,861,094	1,190,744
1996	135,027,644	** X	2.1517	=	290,538,982	44,802,353	18.23%	15,663,453	29,138,900
1997	134,771,687	X	2.1489	=	289,610,878	-928,104	-0.32%	941,208	-1,869,312
1998	135,041,788	X	2.1799	=	294,377,593	4,766,715	1.65%	1,584,900	3,181,815
1999	147,451,925	** X	2.2505	=	331,840,558	37,462,965	12.73%	2,611,861	34,851,104
2000	136,689,081	X	2.2235	=	303,928,172	-27,912,386	-8.41%	658,319	-28,570,705
2001	137,556,750	X	2.3098	=	317,728,581	13,800,409	4.54%	1,903,529	11,896,880
2002	172,617,977	** X	2.4689	=	426,176,523	108,447,942	34.13%	7,078,569	101,369,373
2003	172,869,731	X	2.4598	=	425,224,964	-951,559	-0.22%	3,135,222	-4,086,781
2004	171,946,272	X	2.5757	=	442,882,014	17,657,050	4.15%	4,162,575	13,494,475
2005	209,260,588	** X	2.7320	=	571,699,926	128,817,912	29.09%	12,971,996	115,845,916
2006	210,506,792	X	2.7076	=	569,968,189	-1,731,737	-0.30%	9,787,889	-11,519,626
2007	211,730,722	X	2.8439	=	602,141,000	32,172,811	5.64%	7,194,191	24,978,620
2008	235,339,602	** X	2.9786	=	700,982,539	98,841,539	16.42%	8,802,486	90,039,053
2009	233,162,714	X	3.3701	=	785,781,663	84,799,124	14.08%	47,095,681	37,703,443
2010*	235,388,167	X	3.3701	=	793,281,663	7,500,000	1.07%	7,500,000	0

Notes:

- NEW GROWTH INCLUDES IMPROVEMENTS OR ADDITIONS THAT INCREASE THE EAV OF THE PROPERTY
- OTHER GROWTH INCLUDES REASSESSMENTS (TRIENNIAL/SALE OF PROPERTY), REMODELING, AND INC. OR DEC. IN THE STATE MULTIPLIER.
- EAV IS COMPUTED BY MULTIPLYING THE ASSESSED VALUATION BY THE STATE EQUALIZER FACTOR.

* ESTIMATED EAV, NEW AND OTHER GROWTH

** TRIENNIAL REASSESSMENT

5-c.3

VILLAGE OF LA GRANGE / PUBLIC LIBRARY
TAX LEVY SUMMARY

WHAT EFFECT WILL THIS HAVE ON MY TAXES?

	<u>2009 RATE</u>	<u>2010 RATE</u>
ASSESSED PROPERTY VALUE (As determined by Cook County Assessor's Office)	\$250,000	\$250,000
X (TIMES) CLASSIFICATION FACTOR	<u>16%</u>	<u>16%</u>
= (EQUALS) ASSESSED VALUATION	\$40,000	\$40,000
X (TIMES) STATE EQUALIZER	3.3701	3.3701
- (MINUS) HOMEOWNERS' EXEMPTION	<u>(\$5,000)</u>	<u>(\$5,000)</u>
= (EQUALS) EQUALIZED ASSESSED VALUATION	\$129,804	\$129,804
/ (DIVIDED BY)	<u>100</u>	<u>100</u>
	\$1,298.04	\$1,298.04
X (TIMES) VILLAGE TAX RATE	<u>0.7290</u>	<u>0.7491</u>
= (EQUALS) VILLAGE TAX BILL	\$946.27	\$972.36
DIFFERENCE IN VILLAGE RATE	\$26.09	
LIBRARY TAX RATE	<u>0.3291</u>	<u>0.3349</u>
= (EQUALS) LIBRARY TAX BILL	\$427.18	\$434.71
DIFFERENCE IN LIBRARY RATE	\$7.53	
TOTAL VILLAGE/PUBLIC LIBRARY TAX BILL	<u>\$1,373.46</u>	<u>\$1,407.08</u>
DIFFERENCE IN TOTAL TAX RATE	\$33.62	

ORDINANCE NO. _____

ANNUAL TAX LEVY ORDINANCE - 2010 LEVY YEAR

AN ORDINANCE PROVIDING FOR THE ANNUAL TAX LEVY FOR THE VILLAGE OF LA GRANGE,
COOK COUNTY, ILLINOIS, FOR THE FISCAL YEAR MAY 1, 2010 TO APRIL 30, 2011.

Published in pamphlet form by authority of the Board of Trustees of the Village of La Grange, County of Cook,

State of Illinois, this _____ day of _____, 2010.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF LA GRANGE, COUNTY OF COOK, STATE OF ILLINOIS:

SECTION 1:

That for the purpose of paying certain corporate expenses of said Village of La Grange, Cook County, for the fiscal year beginning the first day of May, 2010 and ending the thirtieth day of April, 2011, as set forth in the Annual Budget passed and approved by the Board of Trustees on the 12th day of April, 2010, there is hereby levied upon all of the real and taxable property of every name, nature, and description within the corporate limits of the Village of La Grange, Cook County, Illinois, the following sums of money for the following purposes and objects hereinafter described.

The column headed "Total Budgeted" represents the sum budgeted for each particular purpose and the item opposite thereto. The sum or sums in the column headed "From Tax Levy" opposite each item represents the sum of money to be collected from the tax levy of the fiscal year to be levied. The balance, if any, from each sum budgeted shall be collected or be taken from any surplus on hand, and the other sources of revenue of the Village of La Grange, other than by taxation provided for by law.

5-C.5

BUDGETED FOR GENERAL CORPORATE FUND PURPOSES

BUDGETED FOR GENERAL ADMINISTRATION

TOTAL FROM
BUDGETED TAX LEVY

1. Salaries & Benefits	271,629	
2. Health Insurance	44,316	
3. Training and Membership	6,500	
4. Office Supplies	4,200	
5. Printing and Postage	3,650	
6. Gas & Oil	200	
7. Telephone	6,500	
8. Maintenance of Equipment	2,500	
9. Professional Services	0	
10. New Equipment - Furnishings/Computer	2,000	
11. Equipment Reserve	0	
	<hr/>	
Total Budget for General Administration	341,495	284,785
	<hr/>	<hr/>

BUDGETED FOR FINANCE DEPARTMENT

1. Salaries & Benefits	214,727	
2. Health Insurance	63,288	
3. Training and Membership	2,375	
4. Supplies & Materials	15,400	
5. Telephone	6,865	
6. Maintenance of General Equipment	10,900	
7. Professional Services	11,535	
8. Auditing	14,191	
9. New Equipment	2,500	
10. Equipment Reserve	0	
11. Miscellaneous	2,000	
	<hr/>	
Total Budget for Finance Department	343,781	284,785
	<hr/>	<hr/>

5-c.6

BUDGETED FOR LEGAL DEPARTMENT

	<u>TOTAL</u> <u>BUDGETED</u>	<u>FROM</u> <u>TAX LEVY</u>
1. Prosecutor-Traffic	13,000	
2. Prosecutor-Other	50,000	
3. Legal-Special	50,000	
4. Legal-Personnel	25,000	
5. Legal-Village Attorney Retainer	67,000	
Total Budget for Legal Department	<u>205,000</u>	<u>0</u>

BUDGETED FOR COMMUNITY DEVELOPMENT DEPARTMENT

	<u>TOTAL</u> <u>BUDGETED</u>	<u>FROM</u> <u>TAX LEVY</u>
1. Salaries & Benefits	534,642	
2. Health Insurance	60,622	
3. Training and Membership	5,000	
4. Supplies	3,500	
5. Printing and Postage	4,500	
6. Gasoline and Oil	2,000	
7. Telephone	4,975	
8. Maintenance of Equipment	3,000	
9. Contractual Services	12,000	
10 Professional Services	23,400	

5-6.7

BUDGETED FOR COMMUNITY DEVELOPMENT DEPARTMENT (Cont.)	<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
11. Elevator Inspections	7,000	
12. Economic Development	65,700	
13. New Equipment	2,500	
14. Equipment Reserve	0	
Total Budget for Commuity Development Dept.	<u>728,839</u>	<u>252,336</u>

BUDGETED FOR POLICE DEPARTMENT	<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
1. Salaries & Benefits	2,954,180	
2. Health Insurance	381,944	
3. Training and Membership	32,000	
4. Uniforms	21,500	
5. Supplies	12,500	
6. Printing and Postage	4,600	
7. Gasoline and Oil	54,000	
8. Telephone	16,300	
9. Maintenance of General Equipment	30,550	
10. Animal Control	2,000	
11. Prisoner Meals	1,200	
12. New Equipment	10,500	
13. Public Relations/Canine Unit/B.A.D.G.E./Community Policing	8,400	
14. Equipment Reserve	0	
Total Budget for Police Department	<u>3,529,674</u>	<u>1,288,682</u>

5-c.8

BUDGETED FOR AUXILIARY POLICE DEPARTMENT

1. Training and Membership
2. Uniforms
3. Supplies and Maintenance
4. New Equipment

Total Budget for Auxiliary Police Dept.

<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
5,000	
5,500	
600	
1,000	
<u>12,100</u>	<u>0</u>

BUDGETED FOR FIRE DEPARTMENT

1. Salaries & Benefits
2. Health Insurance
3. Training and Membership
4. Uniforms
5. Supplies/Printing & Postage
6. Gasoline and Oil
7. Telephone
8. Maintenance of General Equipment
9. Fire Prevention
10. West Suburban Special Operations
11. Emergency Medical Supplies/C.E.R.T. Program
12. New Equipment
13. Equipment Reserve

Total Budget for Fire Department

<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
1,414,339	
250,287	
22,190	
18,250	
14,000	
12,000	
10,250	
42,000	
5,750	
5,700	
15,500	
12,000	
0	
<u>1,822,266</u>	<u>1,288,682</u>

5-c.9

BUDGETED FOR BUILDING AND GROUNDS DEPARTMENT

	<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
1. Supplies	6,000	
2. Water Fees	3,000	
3. Gas Fees	5,000	
4. Maintenance of Equipment	28,500	
5. Maintenance of Buildings	48,000	
6. Maintenance - Central Business District	78,000	
7. Maintenance - West End Business District	10,000	
8. Improvements	14,000	
9. Equipment Reserve	0	
	<hr/>	
Total Budget for Building and Grounds Dept.	192,500	0

BUDGETED FOR PUBLIC WORKS DEPARTMENT

	<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
1. Salaries & Benefits	791,555	
2. Health Insurance	156,910	
3. Training and Membership & Uniforms	11,000	
4. Supplies, Printing & Postage	7,100	
5. Gasoline, Oil and Telephone	54,700	
6. Utilities - Electric	57,000	
7. Maintenance of Equipment & Street Lights	122,000	
8. Leaf Disposal	63,000	
9. Street Repair & Cleaning	37,000	
10. Street Signs/Markers	25,000	
11. Snow and Ice Control	100,000	
12. New Equipment	14,500	
13. Equipment Reserve	0	
	<hr/>	
Total Budget for Public Works Department	1,439,765	496,572

5-C.10

BUDGETED FOR PRESIDENT AND VILLAGE BOARD

	<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
1. Salaries	4,489	
2. Training and Membership	16,170	
3. Professional Services and Cable Agency	3,000	
4. Board and Commission Expenses	30,400	
5. Public and Employee Relations	23,650	
Total Budget for President and Village Board	<u>77,709</u>	<u>0</u>

BUDGETED FOR CONTINGENT & LIABILITY INSURANCE EXPENSE

	<u>TOTAL BUDGETED</u>	<u>FROM TAX LEVY</u>
1. Professional Services	52,000	
2. Liability Insurance Premium	306,708	
3. Employee Activities	21,000	
4. Employer Contribution-Police Pension Fund	823,760	
5. Employer Contribution-Fire Pension Fund	773,525	
6. Flexible Spending Account	1,500	
7. Miscellaneous	3,500	
8. Transfers to Capital Projects Fund & Parking Fund	800,000	
Total Budget for Contingent & Emergency Exp	<u>2,781,993</u>	<u>0</u>

5-C.11

GRAND TOTAL FOR GENERAL CORPORATE FUND PURPOSES 11,475,122 3,895,842

References:

General Corporate Tax	569,570
Police Protection Tax	1,288,682
Fire Protection Tax	1,288,682
Street & Bridge Tax	282,881
Illinois Municipal Retirement Tax	252,336
Social Security & Medicare	<u>213,691</u>
Total Tax Levy	3,895,842

BUDGET FOR SPECIAL CORPORATE FUND PURPOSES

	TOTAL	6,000,809
	<u>BUDGETED</u>	FROM
		<u>TAX LEVY</u>

1. Special Service Area	58,582	58,582
2. Forestry Tax - Tree Service	161,085	161,085
3. Ambulance Service	300,000	300,000
4. Police Pension Fund	1,405,023	790,945
5. Fire Pension Fund	<u>1,101,183</u>	<u>794,355</u>

GRAND TOTAL FOR SPECIAL CORPORATE FUND PURPOSES 3,025,873 2,104,967

	TOTAL	FROM
	<u>BUDGETED</u>	<u>TAX LEVY</u>
GRAND TOTAL FOR GENERAL AND SPECIAL CORPORATE PURPOSES	<u>14,500,995</u>	<u>6,000,809</u>

BUDGETED FOR OTHER FUNDS

BUDGETED FOR MOTOR FUEL TAX FUND

1. Bituminous Street Resurfacing & Construction	<u>1,348,582</u>	
Total Budget for Motor Fuel Tax Fund	<u>1,348,582</u>	<u>0</u>

5-C.12

BUDGETED FOR FOREIGN FIRE INSURANCE TAX FUND

	TOTAL BUDGETED	FROM TAX LEVY
1. New Equipment	18,550	
2. Miscellaneous	800	
Total Budget for Foreign Fire Insurance Tax Fund	<u>19,350</u>	<u>0</u>

BUDGETED FOR TAX INCREMENT FINANCING FUND

	TOTAL BUDGETED	FROM TAX LEVY
1. Professional Services	0	
2. Legal Fees	0	
3. Parking Structure	0	
4. Surplus Distribution	0	
5. Trf. to Debt Service Fund	0	
Total Budget for Tax Increment Fin. Fund	<u>0</u>	<u>0</u>

BUDGETED FOR E.T.S.B. FUND

	TOTAL BUDGETED	FROM TAX LEVY
1. Training and Membership	3,400	
2. Supplies	500	
3. Printing and Postage	100	
4. Telephone	30,500	
5. Equipment Maintenance	51,300	
6. New Equipment	178,200	
7. Equipment Reserve	88,688	
8. Transfer To General Fund	<u>50,000</u>	
Total Budget for E.T.S.B. Fund	<u>402,688</u>	<u>0</u>

5-C.13

BUDGETED FOR LIBRARY FUND	<u>TOTAL</u> <u>BUDGETED</u>	<u>FROM</u> <u>TAX LEVY</u>
1. Salaries & Benefits	1,290,034	
2. Supplies & Materials	26,500	
3. Books, Periodicals, Operational & Contractual	589,997	
4. Capital Outlay	108,116	
Total Budget for Library Fund	<u>2,014,647</u>	<u>1,970,146</u>

BUDGETED FOR CAPITAL PROJECTS FUND	<u>TOTAL</u> <u>BUDGETED</u>	<u>FROM</u> <u>TAX LEVY</u>
1. Stone Avenue Station Improvements	1,485,000	
2. Manhole Replacement / Sewer Televising	25,000	
3. Sidewalk/Curb/Gutter/Tree Planting	48,000	
4. Willow Springs Rd, Burlington, Cossitt, Neighborhood "H" - Street Projects	1,203,250	
5. Ped Signal Improvements / Sign Enhancement Project	190,000	
6. Maple Avenue Relief Sewer	1,204,232	
7. 47th Stree Corridor Impvmnts & LG Road Corridor Imprvmnts	180,000	
8. Miscellaneous Projects (FD floor, fuel tank, engr-underpass, NE plan, OARS)	115,000	
9. Misc. Engr/Crackfill Program/Thermoplastic St. Marking	70,000	
10. Transfer To Debt Service Fund	296,575	
Total Budget for Capital Projects Fund	<u>4,817,057</u>	<u>0</u>

5-c.14

BUDGETED FOR WATER FUND	<u>TOTAL</u> <u>BUDGETED</u>	<u>FROM</u> <u>TAX LEVY</u>
1. Salaries & Benefits	1,102,673	
2. Health Insurance	126,052	
3. Training and Membership	3,200	
4. Uniforms	5,200	
5. Supplies	3,300	
6. Printing and Postage	15,000	
7. Gas and Oil	12,000	
8. Telephone	10,000	
9. Utilities - Electric	51,000	
10. Maintenance - Equipment	90,000	
11. Professional Services	42,000	
12. Auditing	11,333	
13. Water Purchases from McCook	1,775,000	
14. Leak Study	13,000	
15. General Equipment	6,000	
16. Mains	442,000	
17. Meters	20,000	
18. Hydrant & Valves	15,000	
19. Misc./Lab Expenses	10,700	
20. Equipment Reserve	45,055	
	<hr/>	
Total Budget for Water Fund	3,798,513	0
	<hr/>	

5-C.15

	<u>TOTAL</u>	<u>FROM</u>
BUDGETED FOR PARKING FUND	<u>BUDGETED</u>	<u>TAX LEVY</u>
1. Salaries & Benefits	624,953	
2. Health Insurance	20,209	
3. Uniforms	2,000	
4. Supplies	1,000	
5. Printing and Postage	14,000	
6. Gasoline and Oil	3,500	
7. Telephone	2,800	
8. Utilities - Electric	20,000	
9. Maintenance of Equipment	3,600	
10. Maintenance La Grange Road Depot	7,300	
11. Professional Services	6,500	
12. Audit Fees	1,417	
13. Maintenance-Parking Garage	54,000	
14. New Equipment	3,500	
15. Improvements	14,000	
16. Lot Replacement & Equipment Reserve	69,368	
Total Budget for Parking Meter Fund	<u>848,147</u>	<u>0</u>
BUDGETED FOR EQUIPMENT REPLACEMENT FUND	<u>TOTAL</u>	<u>FROM</u>
	<u>BUDGETED</u>	<u>TAX LEVY</u>
1. Equipment Replacement / Administration & Finance	24,000	
2. Equipment Replacement / Police & Fire	23,000	
3. Equipment Replacement / Building & Grounds	70,000	
4. Equipment Replacement / Public Works	341,500	
5. Equipment Replacement / ETSB/ Wtr/ Prk/ Swr	275,000	
Total Budget for Equipment Replacement Fund	<u>733,500</u>	<u>0</u>

5-C.16

BUDGETED FOR SEWER FUND

	<u>TOTAL</u>	<u>FROM</u>
	<u>BUDGETED</u>	<u>TAX LEVY</u>
1. Salaries & Benefits	247,262	
2. Health Insurance	14,576	
3. Training and Membership	500	
4. Uniforms	1,400	
5. Supplies	1,500	
6. Gas & Oil	5,000	
7. Telephone	3,600	
8. Equipment Maintenance	7,000	
9. Manhole and Sewer Maintenance	10,000	
10. Professional Services / Auditing	6,419	
11. New Equipment	4,000	
12. Sewers & Sewer Lining	199,000	
13. Equipment Reserve	36,097	
14. Manhole Replacement	35,000	
Total Budget for Sewer Fund	<u>571,354</u>	<u>0</u>

5-C.17

	<u>TOTAL</u>	<u>FROM</u>
BUDGETED FOR CORPORATE DEBT EXPENSES	<u>BUDGETED</u>	<u>TAX LEVY</u>
1. Principal & Interest - 1988 G.O. Bond Issue & Fiscal Charges	0	0
2. Principal & Interest - 2005 Street Light Refunding Bond Issue	296,575	
3. Principal & Interest - 2003 TIF Refunding Note	0	
4. Principal & Interest - 2005 Parking Structure	0	
5. Principal & Interest - 2004 Library Building	<u>686,992</u>	<u>685,843</u>
Total Budget for Corporate Debt Expenses	<u>983,567</u>	<u>685,843</u>
 GRAND TOTAL FOR OTHER FUNDS	 <u>15,537,405</u>	 <u>2,655,989</u>
 GRAND TOTAL FOR ALL FUNDS	 <u>30,038,400</u>	 <u>8,656,798</u>
 GRAND TOTALS - ESTIMATED REVENUES FROM SOURCES OTHER THAN TAX LEVY		 <u>21,381,602</u>
 GRAND TOTAL OF ALL TAX LEVIES		 <u>8,656,798</u>
 SECTION 2. TAX LEVY SUMMARY		
General Corporate	569,570	
Forestry Tax	161,085	
Police Protection	1,288,682	
Fire Protection	1,288,682	
Street & Bridge	282,881	
Ambulance Service	300,000	
Illinois Municipal Retirement Fund	252,336	
Social Security	213,691	
Police Pension Fund	790,945	
Fire Pension Fund	794,355	
Corporate Debt Service	0	
Library Fund	1,970,146	
Library Debt Service	685,843	
Special Service Area	<u>58,582</u>	
 GRAND TOTAL OF ALL TAX LEVIES	 <u>8,656,798</u>	

5-C.18

SECTION 3:

The Village Clerk is hereby authorized and directed to certify this Ordinance and Levy herein made, to the Clerk of Cook County, Illinois, and said Clerk of Cook County, Illinois is hereby authorized and directed to extend said taxes and that the same may be collected in the manner other general taxes are collected, in the manner and form provided by law, and this shall be sufficient authorization to do so.

SECTION 4:

This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

ADOPTED this _____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2010.

Village President

ATTEST:

Village Clerk

5-c.19