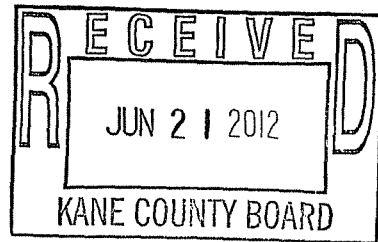


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

Karen McConnaughay
Chairman, Kane County Board

Name of Document: Land Cash IGA U-46

Submitted by: Harrison Schneider

Date Submitted: 3-22-12

Examined by: Joseph Cullen
(Print name)

Joseph Cullen
(Signature)

6-20-12
(Date)

Post on Web: Yes No Atty. Initials _____

Comments:

Chairman signed: Yes No June 21, 2012
(Date)

Document returned to: _____

KANE COUNTY REGIONAL OFFICE OF EDUCATION

DOUGLAS E. JOHNSON
Regional Superintendent
HARRISON G. SCHNEIDER
Associate Superintendent



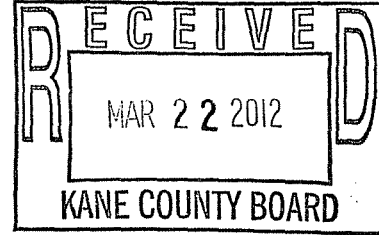
210 S. Sixth Street
Geneva, IL. 60134
Phone: 630/232-5955
Fax: 630/208-5115
www.kaneroe.org

Date: March 19, 2012

To: Karen McConnaughay
Country Board Chairman

From: Harrison Schneider
Associate Superintendent

RE: Land Cash Intergovernmental Agreement



Enclosed please find the Land Cash Intergovernmental Agreement we received from School District U46.

Please let me know if I can be of further assistance.

Best to you.

HS/aeK

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 170

**LAND CASH DISBURSEMENT FOR
ELGIN COMMUNITY UNIT SCHOOL DISTRICT #46**

WHEREAS, Elgin Community Unit School District #46 has requested disbursement of \$1,116.00 in Land Cash Funds; and

WHEREAS, the Kane County Plat Officer has verified that sufficient funds exist in the appropriate Land Cash Account; and

WHEREAS, the Executive Committee of the Kane County Board has reviewed the request for disbursal of funds; and

WHEREAS, the governing body of Elgin Community Unit School District #46 has passed a resolution authorizing the execution of a Land Cash Intergovernmental Agreement with the County of Kane, a copy of which is on file at the County Clerk's office; and

WHEREAS, pursuant to said resolution, Elgin Community Unit School District #46 has executed a Land Cash Intergovernmental Agreement with the County of Kane, a copy of which is also on file with the County Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized and directed to execute the Intergovernmental Agreement between Elgin Community Unit School District #46 and the County of Kane.

BE IT FURTHER RESOLVED that One Thousand One Hundred Sixteen Dollars (\$1,116.00) be disbursed to Elgin Community Unit School District #46, said funds to be paid from the Trust and Agency Fund #105 (Land Cash Ordinance). The Treasurer is hereby authorized to disburse payment to Elgin Community Unit School District #46.

Passed by the Kane County Board on June 12, 2012.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
6LandCash Elgin46



José M. Torres, Ph.D., Superintendent

School District U-46
Educational Services Center
355 E. Chicago Street, Elgin IL 60120-6543
Tel: 847.888.5000
Fax: 847.608.4173

U-46.org

March 6, 2012

Mr. Douglas E. Johnson, Regional Superintendent
Kane County Regional Office of Education
210 S. Sixth Street
Geneva, IL 60134

RE: Application to Disburse Land Cash Funds - \$1,116.00
Resolution Authorizing Land Cash Intergovernmental Agreement

Dear Mr. Johnson:

Enclosed for your review are the above referenced documents approved and signed by District officials at the March 5 Board of Education meeting.

After your review and approval, please forward to the Kane County Board for review and consideration to release and disburse funds held on behalf of School District U-46.

If you have any questions, or if additional information is needed please contact me at 847-888-5000, ext. 5023. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey King', with a long horizontal flourish extending to the right.

Jeffrey King
Chief Operations Officer

JK:dd

Enclosures: 2

Cc: Dale Burnidge w/o enclosures

APPLICATION FOR DISBURSEMENT OF LAND-CASH FUNDS

TO: Kane County Board
Kane County Government Center
719 So. Batavia Avenue
Geneva, IL 60134

Date: March 5, 2012

1. The governing body of School District U-46
(City/Village, Park District)
has adopted by official action on March 5, 2012, a
(Date)
resolution requesting the County of Kane to release \$ 1,116.00 of the monies held by the
County by virtue of its Land Cash Ordinance, on account of Donald Swanson located in Kane
County.
(Name of Subdivision)

A one lot subdivision on Hopps Road, County Board District 16.

2. A Land Cash Intergovernmental Agreement relative to the disbursement of said funds has been
executed on behalf of the applicant, pursuant to a Resolution of School District U-46 by which the
(Governing Body/Applicant)
Applicant has agreed to defend, indemnify and hold harmless the County of Kane, the Kane County
Regional Superintendent of Schools, and any officer, agent, or employee either from any liability
resulting from either the application for or use of said funds. A notarized copy of both the Resolution
and Land Cash Intergovernmental Agreement are attached hereto.

3. The monies are requested for the following purpose (including location and who will benefit):
The funds collected on behalf of School District U-46 will be used to offset costs of construction and improvements
to school facilities, that will benefit the students that attend schools located within County Board District Number 16,
which include Otter Creek Elementary School, Abbott Middle School and South Elgin High School.

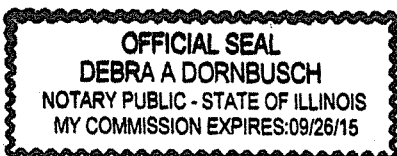
The above-named applicant is, to the best of my knowledge, located within County Board District
No(s): 16

Signed: *Donna Smith* / 3/5/12 / Donna Smith
(President) (Date)

Miguel A. Rodriguez / 3/5/12 / Miguel A. Rodriguez
(Secretary) (Date)

Subscribed and sworn to
before me this 5th day of
March, 2012.

Debra A. Dornbusch
Notary Public



BOARD OF EDUCATION
SCHOOL DISTRICT U-46

**RESOLUTION AUTHORIZING LAND CASH
INTERGOVERNMENTAL AGREEMENT**

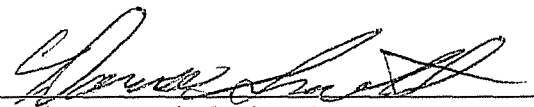
WHEREAS, the County of Kane, Illinois (County) requires developers to make land or cash contributions which the County in turn holds and makes available for other governmental bodies which are affected by the development; and

WHEREAS, such contributions inure to the benefit of certain governmental bodies; and

WHEREAS, School District U-46, Kane, Cook and DuPage Counties, Illinois is one such governmental body eligible to benefit from said contributions and is seeking disbursement of \$1,116.00 of said funds;

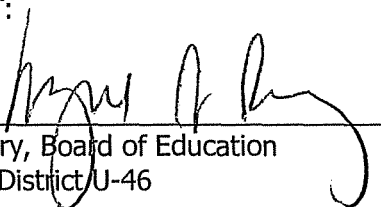
NOW, THEREFORE, BE IT RESOLVED that Donna Smith, President is hereby authorized and directed to execute the attached Intergovernmental Agreement between School District U-46 and the County of Kane agreeing to defend, indemnify and hold harmless the County of Kane, Kane County Board Members, the Kane County Regional Superintendent of Schools, and any officer, agent or employee of either arising out of the application for or use of any of said funds pursuant to the terms of said Intergovernmental Agreement.

Adopted this 5th day of March, 2012.


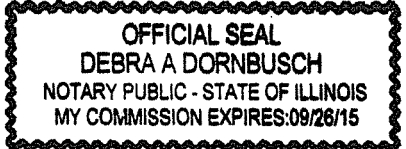


President, Board of Education
School District U-46

ATTEST:



Secretary, Board of Education
School District U-46

LAND CASH INTERGOVERNMENTAL AGREEMENT

WHEREAS, the County of Kane, Illinois, on behalf of itself, its officers, agents, and employees, through its ordinances has required contributions to the County of Kane by developers so that the County of Kane may, in turn, make those contributions available to the school and/or park districts or other eligible entities that are impacted by the subdivision improvements; and

WHEREAS, such contributions may be in land or in cash and, when transferred or paid over to the school and/or park districts, inure to the benefit of said districts; and

WHEREAS, the County of Kane is willing, at its discretion, to continue seeking contributions of land and money but requires a commitment from the districts that are benefited by the receipt of such contributions that those districts will: (a) acknowledge that the requirement that such developer contributions be made and the manner in which they are made are totally within the discretion of the County of Kane; (b) the districts that benefit from the contributions will bear the cost of defending and indemnifying against any and all lawsuits or legal actions of any kind challenging the appropriate amount of the contributions, the time at which they are to be made, the purpose for which said contributions are used, or any other aspect of the contributions; and (c) that a benefited district will comply with the terms of a final and nonappealable judicial determination by a court of competent jurisdiction rendered in connection with said actions; and

WHEREAS, the County of Kane is willing, in its discretion, to pay over or require contributions only upon execution of this agreement;

NOW, THEREFORE, IT IS AGREED between the County of Kane on behalf of itself and its board members, officers, agents, and employees and School District U-46,

hereinafter referred to as the "Benefiting District", a government body within the State of Illinois, in consideration for the payment of money or the transfer of land to the Benefiting District, which the County of Kane from time to time may within its discretion cause to be made by developers, that:

1. Except as otherwise provided in the Kane County Code, the County of Kane is not obligated to cause the payment of money or the transfer of land to the Benefiting District. The Benefiting District recognizes that the County of Kane may, at its sole discretion, amend its ordinances or its practices with respect to the collection or distribution of developer contributions to the Benefiting District.

2. In the event a lawsuit or any other legal action is instituted against the County of Kane, the Kane County Regional Superintendent of Schools, the Benefiting District, and/or any board members, officers, agents, or employees of either which challenges the appropriateness, amount, timing, use, or any other aspect of a developer contribution that, has been paid or is due pursuant to the Kane County Code to the Benefiting District, the Benefiting District agrees to defend, indemnify, and hold the County of Kane, the Kane County Regional Superintendent of Schools, and/or any board members, officers, agents, and employees or either harmless and make whole the County of Kane, the Kane County Regional Superintendent of Schools and/or any board members, officers, agents, and employees of either, for any and all claims by any developer, subdivider, land owner, or any other person or entity arising out of the application for or use of said funds including but not limited to any judgments for compensatory damages, punitive damages, and/or attorney's fees.

3. In the event that a final and nonappealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the Benefiting

District are, in whole or in part, unwarranted, illegal, or excessive, the Benefiting District shall promptly pay any and all judgment amounts obtained against the County of Kane, the Regional Superintendent of Schools, the Benefiting District and/or any board members, officers, agents, or employees of either. In the event that a judicial determination requires the payment of damages, either compensatory or punitive, and/or for the attorneys' fees of the plaintiff's attorneys, in addition to the return of contributions held to be unwarranted, illegal or excessive, the Benefiting District shall pay all such additional amounts.

4. In further consideration of the continued payment by the County of Kane to the Benefiting District of the subject contributions of land or money, the Benefiting District agrees that its obligations under paragraph two and three of this Agreement shall extend to both past and future cash and land contributions.

5. This Agreement shall be terminable by either party for any reason or no reason at all upon thirty (30) days' prior written notice to the other party evidencing the intention to so terminate this Agreement. However, the termination of this Agreement shall not affect the continuing obligation of the Benefiting District to the County of Kane, the Office of the Superintendent of Schools and their board members, officers, agents, and employees with regard to the collection and/or distribution of funds pursuant to the Benefiting District's application and pursuant to the provisions of this agreement, prior to the termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 5th day of March, 20 12.

COUNTY OF KANE

BENEFITING DISTRICT

School District U-46

Name of District

355 East Chicago Street

Address

Elgin, Illinois 60120

Karen McConnaughay

Karen McConnaughay (Date)
Chairman
Kane County Board
6/21/12

Donna Smith

Name: Donna Smith (Date)
Title: President, Board of Education

SEAL

SEAL

ATTEST:

ATTEST:

John A. Cunningham
Kane County Clerk

Miguel A. Rodriguez

Name: Miguel A. Rodriguez
Title: Secretary, Board of Education

