

APPLICATION FOR DISBURSEMENT OF LAND-CASH FUNDS FOR A SCHOOL DISTRICT

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

Date: August 12, 2019

1. The governing body of Geneva CUSD 304 has adopted by official action on August 12, 2019, a resolution requesting the County of Kane to release \$38,052 of the monies held by the County by virtue of its Land Cash Ordinance, on account of Mill Creek Swim Club located in Kane County.
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 Geneva CUSD 304 by which the Applicant has agreed to defend, indemnify and hold harmless the County of Kane, the Kane County Board members, the Kane County Regional Superintendent of Schools, and any officer, agent, or employee thereof, 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): Land Acquisition, Site Improvements, or Technology Infrastructure for current or future students attending Mill Creek Elementary, Fabyan Elementary, Geneva Middle Schools or High School.

The above-named applicant is, to the best of my knowledge, located within County Board District No(s): Geneva CUSD 304

Signed: _____
(President) (Date)

(Secretary) (Date)

Subscribed and sworn to
before me this ____ day of
_____, 20__.

Notary Public

**RESOLUTION AUTHORIZING LAND CASH INTERGOVERNMENTAL AGREEMENT
AND APPLICATION FOR WITHDRAWAL OF FUNDS**

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, Geneva CUSD 304 is one such governmental body eligible to benefit from said contributions and is seeking disbursement of \$38,052 of said funds;

NOW, THEREFORE, BE IT RESOLVED that Mark Grosso (President) is hereby authorized and directed to execute the attached Intergovernmental Agreement between Geneva CUSD 304 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 _____ day of _____, 20__.

Enter Name and Title

Enter Name and Title

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 Geneva CUSD 304, a government body within the State of Illinois, (hereinafter referred to as the "Benefiting District"), 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 any of the foregoing 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 and indemnify and hold the County of Kane, the Kane County Board members, the Kane County Regional Superintendent of Schools, and any agent or employee thereof, in their individual and official capacities, harmless and make whole the County of

Kane, the Kane County Board members, the Kane County Regional Superintendent of Schools, and any agent or employee 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 such 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. The parties are not aware of any pending or threatened lawsuit or other legal action challenging a developer contribution under the Kane County Code. The parties shall

promptly notify each other in the event any such lawsuit or any other legal action is initiated. Such notice shall be directed to the Chairman of the Kane County Board and to the President and Superintendent of the Benefiting District.

6. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the County or the Benefiting District.

COUNTY OF KANE

BENEFITING DISTRICT

Geneva CUSD 304
Name of District

227 N. Fourth Street
Address

Geneva, IL 60134
City, State Zip

Christopher J. Lauzen (Date)
Chairman
Kane County Board

Name: Mark Grosso (August 12, 2019)
Title: President, Board of Education

SEAL

SEAL

ATTEST:

ATTEST:

John A. Cunningham
Kane County Clerk

Name: Kent D. Mutchler
Title: Secretary, Board of Education

PL20190000497

COUNTY OF KANE

KANE COUNTY DIVISION OF ENVIRONMENTAL & WATER RESOURCES



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3497
Fax: (630) 208-3837
e-mail: WollnikJodie@co.kane.il.us
website: <http://www.co.kane.il.us>

Jodie L. Wollnik, P.E., CFM
Director

MILL CREEK SWIM CLUB
Addition of 17 Row Homes
Near the swim club

SCHOOL CONTRIBUTION

3 Bedroom Row Homes:

Plans call for 11 of the Row Homes to be 3 bedroom. Per Article V of Kane County Subdivision Regulations, the estimated population for single family is as follows:

Elementary 0.346
Middle/Junior 0.138
High School 0.142

Population Constant		Number of Row Homes		Students per Classification		Acres of Land per Classification		Ratio		Current Fair Market Value		Land/Cash Cost for Schools
0.346	x	11	/	600	x	15	=	0.0952	x	\$80,000	=	\$7,612.00
0.138	x	11	/	900	x	35	=	0.0590	x	\$80,000	=	\$4,722.67
0.142	x	11	/	1500	x	80	=	0.0833	x	\$80,000	=	\$6,664.53
Sub-Total for 3 Bedrooms											\$18,999.20	

4 Bedroom Row Homes:

Plans call for 6 of the Row Homes to be 4 bedroom. Per Article V of Kane County Subdivision Regulations, the estimated population for single family is as follows:

Elementary 0.470
Middle/Junior 0.303
High School 0.303

Population Constant		Number of Row Homes		Students per Classification		Acres of Land per Classification		Ratio		Current Fair Market Value		Land/Cash Cost for Schools
0.470	x	6	/	600	x	15	=	0.0705	x	\$80,000	=	\$5,640.00
0.303	x	6	/	900	x	35	=	0.0707	x	\$80,000	=	\$5,656.00
0.303	x	6	/	1500	x	80	=	0.0970	x	\$80,000	=	\$7,756.80
Sub-Total for 4 Bedrooms											\$19,052.80	

Total Land/Cash for Schools = \$38,052.00