

**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, Geneva Community Unit School District No. 304, is one such governmental body eligible to benefit from said contributions and is seeking disbursement of \$3,175.00 of said funds;

NOW, THEREFORE, BE IT RESOLVED that Kent D. Mutchler, Superintendent, (Chairman or President of entity) is hereby authorized and directed to execute the attached Intergovernmental Agreement between Geneva Community Unit School District No. 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 thereof, in their individual and official capacities, 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 12th day of March, 2012.

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Kent D. Mutchler, Superintendent  
Secretary, Board of Education

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Mark J. Grosso  
President, Board of Education

## 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 Community Unit School District No. 304**, hereinafter referred to as the "Benefiting District", a government body with 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 thereof, in their individual and official capacities, 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 12th day of March, 2012.

[Signature Page follows]

COUNTY OF KANE

BENEFITING DISTRICT

Geneva Community Unit School District No. 304  
Name of District

227 North Fourth Street, Geneva, Illinois 60134  
Address

\_\_\_\_\_  
Karen McConnaughay (Date)  
Chairman  
Kane County Board

\_\_\_\_\_  
Name (Date)

\_\_\_\_\_  
Title

SEAL

SEAL

ATTEST:

ATTEST:

\_\_\_\_\_  
John A. Cunningham  
Kane County Clerk

\_\_\_\_\_  
Name (Date)

\_\_\_\_\_  
Title

**APPLICATION FOR DISBURSEMENT OF LAND-CASH FUNDS**

TO: Kane County Board  
Kane County Government Center  
719 S. Batavia Avenue  
Geneva, Illinois 60134

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

1. The governing body of **Geneva Community Unit School District No. 304**, has adopted by official action on **March 12, 2012**, a resolution requesting the County of Kane to release **\$3,175.00** of the monies held by the County by virtue of its Land Cash Ordinance, on account of **Eakins Farm Subdivision** (Name of Subdivision) 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 the **Geneva Community Unit School District No. 304 Board of Education**, by which the 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 thereof, in their individual and official capacities, 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): **Capital Development and Improvements; Replacement of Chiller at Geneva High School; Athletic Field Improvements at Geneva High School; All for the benefit of students, parents, faculty and staff of Geneva Community Unit School District No. 304.**

The above-named applicant is, to the best of my knowledge, located within County Board District No(s): 26, 14, 13, 11.

Signed: \_\_\_\_\_ / \_\_\_\_\_  
(President) (Date)

\_\_\_\_\_  
(Secretary) (Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public