

RESOLUTION NUMBER 27 -10

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE  
GRANT AGREEMENT TERMS AND CONDITIONS FOR THE RIVER  
BOAT GRANT FUNDING PROJECTS FOR 2010 FUNDING BETWEEN  
KANE COUNTY AND THE VILLAGE OF EAST DUNDEE**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to execute the Grant Agreement Terms and Conditions for River Boat Grant Funding Projects for 2010 Funding with the County of Kane, Illinois for the purpose of sharing the cost with the Village of East Dundee for the replacement of public parking lot lights in the downtown, up to a maximum of \$14,000 for such project, and the Village will match \$14,000 for a project total of \$28,000.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee adopts and approves the Village Clerk be and is hereby authorized and directed to sign the Grant Agreement Terms and Conditions for River Boat Grant Funding Projects for 2010 Funding with the County of Kane, Illinois for the purpose of sharing the cost with the Village of East Dundee for downtown parking lot lights, a copy of which Agreement is attached hereto and made a part hereof.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 21<sup>st</sup> day of June, 2010, pursuant to a roll call vote as follows:

AYES: 6 - Trustees Ruffalo, Gorman, Lynam, Miller, Cichowski & VanOstenbidge

NAYES: 0

ABSENT: 1 - President Bartels

Approved by me this 21<sup>st</sup> day of June, 2010.

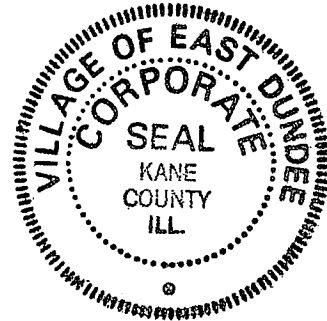
Michael Ruffalo  
~~JERALD BARTELS, President~~  
Michael Ruffalo, President Pro Tem

Published in pamphlet form this 28<sup>th</sup> day of June, 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg  
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on June 28<sup>th</sup>, 2010.





County of Kane  
Office of the County Board  
Kane County Government Center

Karen McConaughay, Chairman

719 S. Batavia Avenue, Building "A"  
Geneva, IL 60134  
Phone: 630-232-5930

Riverboat Fund Coordinator: Barb Rahden  
Direct Phone: 630-208-3834  
Fax: 630-232-9188  
E-mail: RahdenBarbara@co.kane.il.us

Date Jun 8, 2010

To: Heather Zipparro  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, IL 60118

Grant No. G-10-16

Award Amount: \$14,000

Your request for riverboat funding was approved by the Kane County Board in the amount noted above. A copy of the County's resolution is included with this letter.

The grant to your organization is for the sole purpose specified in your application and in the attached Grant Agreement. We are also including a grant packet that contains information about the administration of your grant. If your grant award is for less than the amount you requested in your application, we will ask that you submit a revised scope of work for this project. Forms are provided in your packet.

Please note that payments made to your organization are upon receipt by the County of paid receipts, bills, or invoices consistent with your project. Kane County also requires verification that any grant checks are deposited in an account owned by the grantee or its fiscal agent. All outstanding paperwork for prior projects and programs must be submitted prior to release of funds for this project. The Grant Agreement designates the time limit for this grant and when project reports are due. If these time frames are not met and the County has not received a revised scope of work for the project, the County will determine if funds will continue to be available for the project.

Please review the Grant Packet, and if you have any questions, please feel free to contact our program coordinator. This grant is subject to our receiving a signed copy of the Grant Agreement within two months of the date of this letter or your grant will be rescinded.

We look forward to partnering with you on this important project and serving our Kane County residents.

Sincerely,

  
Karen McConaughay  
Kane County Board Chairman

Enclosure: Grant Packet

# KANE COUNTY RIVERBOAT FUND AGREEMENT - TERMS AND CONDITIONS

Print Form

Grantee: VILLAGE OF EAST DUNDEE

Grant Number: G-10-16

Grant Amount \$14,000

Project Description PARKING LOT LIGHTS

Project Completion Date 6/30/2012

6-Month Report Due Date 12/30/2010

6-Month Report Due Date 6/30/2011

6-Month Report Due Date 12/30/2011

6-Month Report Due Date

Final Report Due Date 6/30/2012

Grants from Kane County riverboat funds are subject to the following terms and conditions:

1. The grant is to be used exclusively for the purposes specified in this agreement and in the grant application.
2. No part of this grant may be used for purposes other than educational, environmental, or economic development.
3. No part of this grant may be used for a project/program outside of Kane County.
4. Funds will be disbursed to grantee upon receipt by Kane County of paid invoices. Funds will only be disbursed to Grantee named above.
5. No part of this grant may be used to attempt to influence legislation, to influence the outcome of any specific public election, or to carry out, directly or indirectly, any voter registration drive or other political activity.
6. No part of this grant may be used for personal expenses.
7. No part of this grant may be used for a grant to another organization.
8. Modifications to the project may be made only upon written request by Grantee to Kane County, and Kane County must agree in writing to any modifications. No funds will be paid, advanced, or reimbursed unless this provision is met.
9. Construction projects must be completed within two years of the date of this agreement. All other projects must be completed within one year of the date of this agreement. If the project is expected to go beyond the project completion date noted above, Grantee must request an extension of time from Kane County stating the reason for the project extension and a new project completion date. Kane County must agree in writing to said extension of time. No funds will be paid, advanced, or reimbursed unless this provision is met. Kane County further reserves the right to review and terminate the grant if no substantial progress has been made in implementing the grant project or program or if the required reports are not submitted in a timely fashion.
10. Interim and final reports are required under this grant as noted above. Failure to provide reports to the County by the due date may result in the County's not disbursing funds or voiding this agreement. Final reports must be submitted before final reimbursement of funds. If project modifications occur or if the project time line changes, Grantee shall still be obligated to submit interim and final reports as noted on an agreement addendum. All reports shall be signed by the head of any government agency or the chief executive or chief operating officer of any not-for-profit organization.
11. By signing this agreement, Grantee, if applicable, confirms that it is currently a 501(c)(3) organization as determined by the Internal Revenue Service and that said determination has not been revoked or modified, and that, if applicable, Grantee has filed all applicable federal, State, and local tax documents. Grantee further confirms that all corporate annual reports and other federal, state, and local reporting requirements have been filed. If, for any reason, there is any change to any status of the organization as a result of any Internal Revenue Service determination or any other change to the status of the corporation or if the organization is delinquent

in the payment of any federal, state, or local taxes or obligations, Grantee must notify Kane County within thirty (30) days of such change or delinquency. No funds shall be paid, advanced, or reimbursed to any organization until Kane County receives proof that said change or delinquency has been rectified. Kane County reserves the right to review and terminate the grant if such requirement has not been met in a reasonable time.

12. Grantee agrees to maintain specific records for this grant on Grantee's books of account showing any expenditures and deposits made in furtherance of the purposes of this grant and hereby agrees to make said records readily available to Kane County upon request. Said records shall be maintained for a minimum of seven (7) years.

13. Grantee understands and agrees that Kane County intends to monitor and evaluate the activities funded by this grant, and that Kane County may discontinue, modify, or withhold part or all of the grant funds when, in its judgment, such action is necessary to comply with any laws or regulations.

14. Breach of the terms of this agreement shall entitle Kane County to repayment of all prior funds paid to Grantee under this agreement including reasonable attorney's fees and costs of collection.

15. In the event that all or any part of the grant is to be used for the purchase or lease of any real property, it is the policy of Kane County and a requirement of this agreement that upon the sale or transfer of said property at a profit to the Grantee, all or a portion of the grant amount shall be repaid to Kane County to the extent of the profit realized. This policy shall not apply where the terms of the grant specifically contemplate the sale of property as part of the purpose of the grant.

16. Disbursement of funds shall be in accordance to individual grant requirements and may be disbursed based upon the needs of the project. Ongoing and periodic reimbursements are subject to compliance with all documentation and reporting requirements. Additional terms and conditions may be added from time to time as specified by the County.

17. Kane County may prescribe specific forms and agreements incorporating these terms and conditions and any additional terms and conditions including disbursements and reporting requirements.

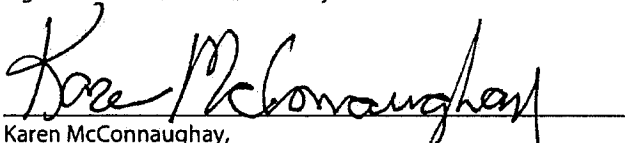
18. Acceptance of this agreement is conditional upon receipt by the County of a resolution of any governing authority of the recipient stating that the person whose signature appears on the grant application is authorized to make such application, provide required reports, and receive reimbursements under this grant.

19. Acceptance of this agreement is also conditional upon receipt by the County of a project budget indicating proof of matching funds for this specific project as well as a list of project budgeted expenditures.

20. Any outstanding paperwork for prior similar or identical projects granted by the Kane County Riverboat Grant Fund must be submitted prior to release of funds under this project.

21. Documentation submitted to Kane County under this Agreement shall be sent to: Kane County Board Office, Riverboat Fund Coordinator, 719 S. Batavia Avenue, Geneva, IL 60134.

Signed on behalf of Kane County:

  
\_\_\_\_\_  
Karen McConaughay,  
Kane County Board Chairman

Signed on behalf of Grantee:

\_\_\_\_\_

Print Name:

Title

Date of Agreement:

\_\_\_\_\_