

COUNTY OF KANE

DEPARTMENT OF FACILITIES,
SUBDIVISION, AND ENVIRONMENTAL
RESOURCES

Timothy Harbaugh, P.E., DEE, Director



County Government Center

719 Batavia Avenue
Geneva, IL 60134

www.countyofkane.org

Environmental Management: (630) 208-5118

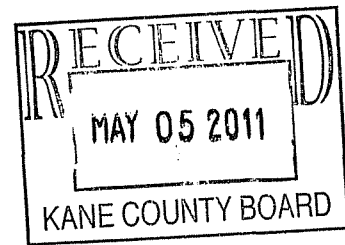
FAX: (630) 208-3837

Building Management: (630) 232-5910

FAX: (630) 587-1688

MEMORANDUM

To: Ken Shepro (via Jane Tallitsch)
From: Karen Kosky
CC: Tim Harbaugh
Date: ~~5/11/11~~ 5/5/11 *KMK*
Re: Grant Agreements for review and signature



Attached are two Grant Agreements; one with the Illinois Clean Energy Community Foundation, and one with the Illinois Department of Commerce and Economic Opportunity. Both are in support of lighting improvements being made to the Health Department's 1240 Highland Avenue facility. I would like to request your review of this agreement before forwarding it to the chairman for execution.

Timeline Note:

ICECF has requested return of their document by 6/18. As the resolution for this grant agreement is slated to be on the County Board Agenda on 6/14, I request that the document be vetted prior to the county board meeting, then submitted to the Chairman for signature as soon as possible afterward.

The resolution in support of these grants is attached; it will be on the agenda for the 5/10 Finance Committee meeting as well as the 5/18 Energy & Environment Committee meeting.

Thank you for your attention to this matter, and please feel free to contact me with any questions.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. [Click here to enter text.](#)

APPROVING TWO GRANT AGREEMENTS FOR LIGHTING IMPROVEMENTS AT 1240 HIGHLAND AVENUE

WHEREAS, on April 12, 2011 the Kane County Board passed Resolution #11-89, Authorizing Expenditure of Funds for Electric Efficiency Improvements to 1240 Highland Avenue, Aurora – Kane County Health Department to improve the lighting efficiency of said building; and

WHEREAS, Kane County submitted an application for a grant in the amount of \$12,315 (Twelve Thousand Three Hundred Fifteen Dollars) to the Illinois Clean Energy Community Foundation (ICECF) to pay part of the cost of the lighting upgrades at the Health Department’s 1240 Highland Avenue facility, and was subsequently notified of grant award; and

WHEREAS, Kane County also submitted an application for a grant in the amount of \$17,242.36 (Seventeen Thousand Two Hundred Forty Two Dollars and Thirty Six Cents) to the Illinois Department of Commerce and Economic Opportunity (DCEO) to pay an additional part of the cost of the lighting upgrades at the Health Department’s 1240 Highland Avenue facility, and was subsequently notified of grant award; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a grant agreement with the Illinois Clean Energy Community Foundation for an amount of \$12,315 (Twelve Thousand Three Hundred Fifteen Dollars) to cover part of the costs associated with the lighting upgrades at Kane County’s 1240 Highland Avenue facility.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a grant agreement with the Illinois Department of Commerce and Economic Opportunity for an amount of \$17,242.36 (Seventeen Thousand Two Hundred Forty Two Dollars and Thirty Six Cents) to cover an additional part of the costs associated with the lighting upgrades at Kane County’s 1240 Highland Avenue facility.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the following FY 2011 budget amendment is hereby made to reflect said grant awards:

420.670.000.33900 (Misc Grant)	+\$12,315
420.670.000.32200 (DCEO Grant)	+\$17,243
420.670.680.72010 (Bldg Improvements)	+\$29,558

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
420.670.680.72010	Bldg Improvements	No	No	420.670.000.33900 (Misc Grant)

				420.670.000.32200 (DCEO Grant)
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Passed by the Kane County Board on [Click here to enter text.](#) .

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____



Illinois Clean Energy
community foundation

April 18, 2011

Ms. Karen Kosky
Watershed Engineer
Kane County
719 Batavia Avenue
Geneva, IL 60134

Dear Ms. Kosky:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of \$12,315 to the Kane County for energy efficient upgrades to indoor lighting systems in your facilities.

Thank you for your leadership in demonstrating the value of investing in energy efficiency for your community: enhancing lighting quality, saving money, and improving the environment.

The enclosed grant agreement defines the terms and conditions of the grant. Two copies are provided.

To accept the grant, please review, sign and return one complete copy of the grant agreement to the Foundation as soon as possible, and no later than one month from today.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

A handwritten signature in cursive script that reads "Dennis F. O'Brien".

Dennis F. O'Brien
Executive Director

Enclosure



April 18, 2011

Ms. Karen Kosky
Watershed Engineer
Kane County
719 Batavia Avenue
Geneva, IL 60134

Re: **Request ID: 5592**
Lighting Upgrade

Dear Ms. Kosky:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of \$12,315 to the Kane County ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. If the Grantee agrees to the terms and conditions in the agreement, please return one complete counter-signed copy of the Agreement no later than two months from the date of this agreement. Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period May 1, 2011 through April 30, 2012 (the "Grant Period"). Upon satisfactory completion of the Project as defined herein, the Foundation will make a single payment to the Grantee of up to \$12,315. This award is based on the Grantee's estimate of the number of kilowatts of electricity demand reduced as a result of the Project to be completed.

The Foundation will pay the **lower of**: a) \$12,315; b) the total cost of the project; or c) if the resulting wattage reduction is less than 24.63 kilowatts, as estimated in the application materials submitted to the Foundation by the Grantee, the amount of the grant will be reduced on a pro-rated basis to reflect the actual shortfall in kilowatts reduced. The grant amount will not be increased in the event that the Project yields a greater wattage reduction than estimated in the grant application.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the Lighting Upgrade (the "Project") described in the Project proposal and budget submitted to the Foundation by the Grantee and dated March 4, 2011. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

Upon completion of the Project to the Grantee's satisfaction, the Grantee shall provide the Foundation with the various documents identified in Exhibit A attached hereto (the "Grantee Documents Required for Payment"). Promptly upon the Foundation's receipt of the Grantee Documents Required for Payment in form and substance satisfactory to the Foundation, the Foundation will send to the Grantee a check in the amount specified in the Duration and Payment of Grant section of this Agreement.

Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. **If the Grantee is not a unit of government, it agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

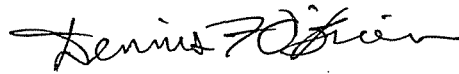
The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at bromo@illinoiscleanenergy.org.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

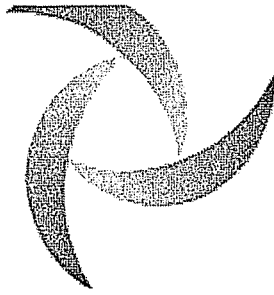
Grantee County of Kane, Minors
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee Karen McConnaughay

Title of Signer Chairman, Kane County Board

Authorized Signature Karen McConnaughay
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed _____



Illinois Clean Energy

community foundation

2 North LaSalle Street • Suite 1140 • Chicago IL 60602
312.372.5191 • fax 312.372.5190 • www.IllinoisCleanEnergy.org

Exhibit A

Grantee Documents Required for Payment

DOCUMENTS REQUIRED IMMEDIATELY

To accept the grant offered by the Foundation, the Grantee must return one complete, counter-signed copy of the Grant Agreement within one month from the date of this letter. Please keep the second copy of the Agreement for your records.

DOCUMENTS REQUIRED UPON PROJECT COMPLETION

Upon completion of the Lighting Upgrade Project to the Grantee's satisfaction, the Grantee must send the Foundation a signed letter on organization letterhead that:

1. confirms the Grantee's acceptance of the Project system hardware and installation as complete and satisfactory;
2. requests that the grant be paid, specifying the exact amount requested; and
3. briefly reports on any educational efforts used to inform facility users or the general public about the benefits of the energy efficient lighting upgrade.

As attachments to that letter, the Grantee must provide the following documentation:

4. a detailed **updated** list of the quantity(ies) and type(s) of all indoor lighting equipment removed and new/retrofit systems installed as part of the Project; (see notes below)
5. a copy of the final itemized invoice(s) from and/or check(s) issued to all vendors involved in the Project, showing amounts already paid and amounts still owed; this may also include a summary of the hours and total costs of any in-house labor used to complete the Project; in sum, these documents should reflect the total resulting cost of the Project *for each facility upgraded*; and
6. a summary **updated** calculation of the electricity demand reduction, in watts or kilowatts, resulting from the Project, as completed, *for each facility upgraded*. (see notes below)

(Notes:

- a. The wattage savings due to work that is not eligible to be supported with this grant, such as upgrades to outdoor fixtures or the replacement of incandescent bulbs with "screw-in" compact fluorescent bulbs, should NOT be included in this calculation).
- b. Regarding documentation requirements #4 and #6; updated information reflecting actual lighting upgrade work performed and corresponding reduction in watts or kilowatts must be provided. A copy of documentation provided with the original funding application will not be accepted as evidence of compliance with these requirements.