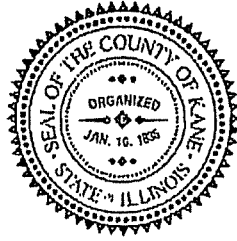
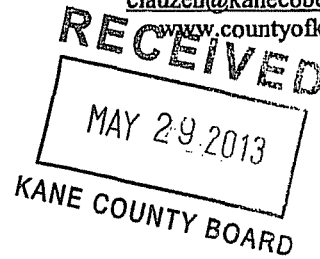


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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clauzen@kanecoboard.org
www.countyofkane.org



DOCUMENT VET SHEET
for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: 2012 Continuum of Care Program Grant Agreement Resolution No.: 12-118

Submitted by: Amy Coyne

Dept. Head Signature: *Scott Green*

Date Submitted: 5/23/2013

Dept. Head Sign-off Date: 5-23-13

Examined by:

Joseph F. Lulves
(Print name)
JOSEPH F. LULVES
(Signature)
5-23-13
(Date)

Post on the Web: YES NO Atty. Initials: *VP*

Comments:

Attached for the Chairman's signature are three copies of a grant agreement from the US Dept of Housing and Urban Development for Kane County's Homeless Management Information System. The system is used by area agencies to monitor services provided to the homeless population.

Chairman signed: YES NO 5/30/13
(Date)

Document returned to: Amy Coyne
(Name/Department)

DRAFT-COUNTY BOARD MINUTES –MAY 8, 2012

Healthy Living, and Healthy Communities”, and this theme recognizes and emphasizes the connection between the most important resource in Kane County – its people – with the opportunities for and barriers to healthy living created by the built and natural environment, and how together they shape the overall health of communities; and

WHEREAS, Kane County has placed the highest priority for improving the quality of life for all its residents by establishing the Quality of Kane initiative; and

WHEREAS, the Quality of Kane initiative reflects the full integration of health, transportation and land use for planning and implementation of policies and programs; and

WHEREAS, the Kane County Board has adopted the Fit Kids 2020 Plan, the 2012-2016 Community Health Improvement Plan, and the 2040 Transportation Plan with its three components, the 2040 Recommended Roadway Plan, the 2040 Bicycle & Pedestrian Plan, and the 2040 Transit Plan; and

WHEREAS, the before mentioned plans are all fully integrated and incorporated into the 2040 Plan, which serves as the guiding master plan for Kane County and its 30 municipalities; and

WHEREAS, the development of the 2040 Plan included participation and review by the Chicago Metropolitan Agency for Planning, Kane County municipalities, departments and agencies of the county and state, interest groups and individual residents and considered comments received at two public forums held on November 10th and 15th, 2011, and a public hearing held on March 7, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County, Illinois, 2040 Plan as presented to this meeting be and is hereby adopted as the official land use and resource management plan for Kane County pursuant to the provisions of 55 ILCS 5/5-14001 et seq. And 50 ILCS 805/1. et seq..

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that that the Kane County Board directs the Kane County Development Department to prepare this adopted 2040 Plan for publication and distribution to the public and units of government.

###

RESOLUTION #12-118

**APPROVING A HOUSING AND COMMUNITY DEVELOPMENT
ANNUAL ACTION PLAN FOR PROGRAM YEAR 2012**

WHEREAS, the Kane County Board adopted Resolution No. 97-344, which established the Kane County Community Development Block Grant (CDBG) Program, and Resolution No. 04-06, which established the Kane-Elgin HOME Consortium; and

WHEREAS, said resolutions also established commissions which are charged with the responsibility of recommending to the Kane County Board policies, procedures, and funding priorities for said programs, consistent with applicable statutory and regulatory requirements; and

WHEREAS, acting on recommendations from the commissions, the Kane County Board

DRAFT-COUNTY BOARD MINUTES –MAY 8, 2012

adopted a Housing and Community Development Consolidated Plan for Program Years 2010-2014, which identified priority needs and strategies to be addressed with Federal funds over a five-year period; and

WHEREAS, the County prepared a draft Action Plan for Program Year 2012, including budgets for the use of CDBG and HOME funds; and

WHEREAS, said budgets include specific programs and projects that are consistent with the priority needs and strategies identified in the Consolidated Plan for Program Years 2010-2014; and

WHEREAS, a summary of the plan was published and made available for public review and comment for a period of thirty days as required by the County's Citizen Participation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Housing and Community Development Annual Action Plan for Program Year 2012, including activities to be undertaken with CDBG and HOME funds, are hereby approved.

BE IT FURTHER RESOLVED that the Kane County Board Chairman is authorized to sign agreements necessary to complete the activities described in the plan, and to execute certifications and other documents required by the U.S. Department of Housing and Urban Development.

###

RESOLUTION #12-119

19-012 Mill Creek Native Prairie Maintenance

WHEREAS, bids have been solicited and received for the Mill Creek Native Prairie Maintenance of selected areas of the Mill Creek subdivision for the Mill Creek Special Service Area District; and

WHEREAS, Natural Resource Management, Inc of Beecher Illinois, was the lowest responsible bidder for providing maintenance at a cost of \$32,920; and

WHEREAS, adequate funds have been budgeted and are available to complete this work.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the chair thereof is authorized to enter into a contract with Natural Resource Management of Beecher Illinois for the Mill Creek Prairie Maintenance for the selected areas of the Mill creek Subdivision for the Mill Creek Special Service Area District at a cost of thirty two thousand nine hundred twenty dollars (\$32,920). Funding shall be paid from the Special Service Area Fund 520.690.730.55000.

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?
520.690.730.55000	Contractual Expense	yes	yes	n/a

###

Tax ID No.: 36-6006585
Project Location: Kane County, Illinois
Grant Number: IL0335L5T171205
DUNS No.: 010221786

2012 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program regulation (the "Regulation").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2012 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
 - a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the

Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);
11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

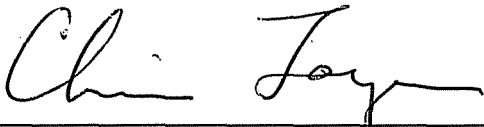
BY: _____
(Signature)

Ray E. Willis, Director
(Typed Name and Title)

(Date)

RECIPIENT

Kane County
(Name of Organization)

BY: 
(Signature of Authorized Official)

Christopher J. Lauzen, County Board Chairman
(Typed Name and Title of Authorized Official)

5-30-13
(Date)

Tax ID No.: 36-6006585
Project Location: Kane County, Illinois
Grant Number: IL0335L5T171205
DUNS No.: 010221786

EXHIBIT 1
SCOPE OF WORK for FY2012 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2012 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.

Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$111,945 for project number IL0335L5T171205. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Operating costs	\$104,622
b. Administration	\$ 7,323

3. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.