

**MCHENRY COUNTY CONSERVATION DISTRICT  
RESOLUTION #20-45**

**APPROVING THE EXECUTION OF A GRANT AGREEMENT  
BETWEEN THE ILLINOIS CLEAN ENERGY COMMUNITY FOUNDATION AND  
THE MCHENRY COUNTY CONSERVATION DISTRICT  
FOR THE OAK LEGACY ADDITION TO CORAL WOODS CONSERVATION AREA**

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**WHEREAS**, the McHenry County Conservation District (hereinafter referred to as the "District") and the Illinois Clean Energy Community Foundation (hereinafter referred to as the "Foundation") have a mutual interest in accomplishing the preservation and restoration of remnant oak woodlands of Illinois; and

**WHEREAS**, the Board of Trustees did pass Ordinance #20-975 authorizing the purchase of the Dollman Parcel contingent upon the award of this grant in March 2020 and with a closing date prior to September 30, 2020; and

**WHEREAS**, the parties hereto have determined that it is in the best interest of the public for the entities to cooperatively coordinate the abovementioned preservation and restoration pursuant to the terms and conditions of the Grant Agreement (hereinafter referred to as the Agreement) attached hereto as "Exhibit A", whereby the Foundation is awarding a grant to the District for the purpose of the implementation of the Project in the amount of up to \$108,800 or 80% of the direct cost of the acquisition of the necessary interests in +/- 19 acres of land and up to \$10,000 for the Project's ecological restoration activities for a total of up to \$118,800; and

**WHEREAS**, the District's share of the acquisition costs and expenses are committed to be reimbursed by funds from the McHenry County Conservation Foundation as per their Board authorization of that commitment in March 2020; and

**WHEREAS**, so as to memorialize their mutual understanding, agreement and commitment to such cooperation; the District and the Foundation are prepared to enter into the Agreement which sets forth their mutual understandings and agreements; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Trustees of the McHenry County Conservation District that the President and Secretary thereof are hereby authorized to adopt the resolution and authorize the Executive Director to execute the Agreement and any other documents with respect to the Project.

IN WITNESS WHEREOF, this Resolution #20-45 has been executed this 26<sup>th</sup> day of May 2020, by the President and attested by the Secretary of the Board of Trustees of the District.

Ayes:   7  

Nays:   0  

Absent:   0  

Abstain:   0  

*Vernon M. Scacci*  
Vernon M. Scacci (May 27, 2020 17:07 CDT)

**VERNON SCACCI, PRESIDENT  
BOARD OF TRUSTEES**

*Carolyn Campbell*  
Carolyn Campbell (May 27, 2020 17:36 CDT)

**CAROLYN CAMPBELL, SECRETARY  
BOARD OF TRUSTEES**



May 14, 2020

Mr. John Kremer  
Director of Operations & Public Safety  
McHenry County Conservation District  
7210 Keystone Road  
Richmond, IL 60071

Re: **Request ID: 8061**  
Acquisition of Coral Woods  
Conservation Area Oak Legacy  
Addition (19.41 acres purchased  
outright and 2 acres protected by  
conservation easement donation)

Dear Mr. Kremer:

The Illinois Clean Energy Community Foundation (“the Foundation”) is awarding an 18-month grant of **up to \$118,800** to the McHenry County Conservation District (“the Grantee”) for the above-referenced project that will provide:

Up to \$108,800 or 80% of the purchase price, whichever is less;

and

Up to \$10,000 to be applied towards restoration activities detailed in the project work plan submitted with the above-referenced grant request.

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 via your online account. Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period June 1, 2020 through November 30, 2021 (the “Grant Period”). The grant will be paid by the Foundation as follows:

**Payment 1:** \$108,800 for acquisition and \$7,500 for restoration as described above upon receipt of an official request for payment, which includes the following:

- a. a completed *Grant Payment Request Checklist* saved as **(a)PA1Chk1st8061**
- b. a copy of the signed purchase agreement showing the Grantee as the buyer saved as **(b)PAContract8061**
- c. an appraisal of the property’s market value saved as **(c)Appr8061**

*To be eligible for payment, the agreed upon purchase price cannot exceed the value estimated by appraisal by more than 10%. The appraisal must be commissioned by the Grantee and prepared by an Illinois certified appraiser. The appraisal cannot be more than 12 months old at the time of closing.*

- d. verification of the appraiser's license saved as **(e)ApprCert8061**

*Please verify the appraiser's license in the State of Illinois' database. The document needs to include the date verified.*

- e. a copy of a draft management plan saved as **(e)MgmtPln8061**
- f. a copy of the conservation easement document or other agreement covering the management and use of the property, if applicable, with the language allowing for public access highlighted saved as **(f)MOU8061** or **(f)Esmt8061**
- g. a copy of a Revised Restoration Budget if you have made changes to your original Restoration Budget or if the Foundation has specifically requested a revision saved as **(g)RevisedRestBudg8061**.

**Payment 2:** \$2,500 for restoration upon receipt of an official payment request submitted via your online account, which includes the following:

- a. a completed Grant Payment Request Checklist saved as **(a)PA2ChkIst8061**
- b. a statement comparing actual expenditures against your approved Restoration Budget, saved as **(b)FRestExp8061** Please note that this installment is a reimbursement to be paid after the Grantee has spent \$10,000 on restoration activities approved by the Foundation and covered in part or fully by this grant.)

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 Acquisition of Coral Woods Conservation Area Oak Legacy Addition (19.41 acres purchased outright and 2 acres protected by conservation easement donation) (the "Project") as described in the Project proposal and budget submitted to the Foundation by the Grantee. The Grantee confirms that this grant will be used solely for the specific tax-exempt

purposes described in the Project proposal and budget. **No variance in the purchase price or acreage of the Project property and no substantial variance in any other aspects of the Project will be made without the Foundation's prior approval.**

*The Grantee agrees to maintain and care for the property as a natural area in perpetuity. Should the Grantee wish to transfer the Property to another entity, the Grantee agrees to inform the Foundation of such transfer no less than 60 days **before** the proposed transfer is to close. Such notice shall include documentation describing how the Project property (the "Property") will be protected in perpetuity for the purposes outlined in this Agreement. The receiving entity must be either a 501(c)(3) land conservation organization or a government agency serving Illinois residents. The transfer must be subject to a permanent conservation easement or deed restriction held and enforceable by the Grantee or other government or charitable conservation entity. Such conservation easement or deed restrictions shall provide that the Property be maintained as a natural area and be accessible to the public. Such public access may be subject to reasonable terms and conditions.*

*If the Grantee receives funds in exchange for the subsequent transfer of title of the Property, the Grantee agrees to inform the Foundation in writing of the amount of funds received **and hereby agrees to spend those funds in the State of Illinois for the acquisition and restoration of natural areas and wildlife habitat.** Prior to using any funds received for subsequent acquisition projects, the Grantee agrees to notify the Foundation in writing no less than 60 days in advance of the use of those funds, and to provide information on: (1) appraised value, (2) agreed upon purchase price, (3) descriptions of the additional natural areas to be purchased, and (4) plans for permanent protection of this additional land.*

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 sub-grantees, sub-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

##### **Interim Report**

The Foundation requires the Grantee to submit an interim report on this grant by **February 28, 2021**, 9 months after the start of the Grant Period, which should include the following:

- a. a completed Interim Report Form saved as **IntrmRep8061** (PDF or Word document)
- b. a statement of your project expenditures to date showing actual expenditures against the approved Project Budget saved as **IntrmExpStmnt8061**

## Final Report

The Foundation requires the Grantee to submit a final report on this grant no later than 2 months after the end of the Grant Period. The report should cover the **entire** Grant Period and consist of:

- a. a completed *Grant Final Report Checklist* saved as **(a)FRepChklist8061**
- b. a written letter from the Grantee to the Foundation saved as **(b)FRepLtr8061** indicating that the project is complete and containing a detailed description of what was accomplished using the grant funds, including progress made towards achieving the Project goals and erecting signage at the site
- c. a statement of Project expenditures and income labeled as **(c)FExpStmt8061** showing the actual expenditures against the approved Project Budget and listing all grant, loan and/or other funds received by the Grantee for the Project
- d. a description of the plans for managing, using, and monitoring the property or easement acquired and any relevant maps or agreements related to management if not already submitted saved as **(d)MgmtPln8061** and **(d2)MgmtMap8061**
- e. a copy of the recorded deed, if not already submitted, saved as **(e)RcrdDeed8061**
- f. a copy of the closing statement, if not already submitted saved as **(f)ClsngStmt8061**
- g. a copy of any media coverage on the Project saved as **(g)Media8061.pdf**
- h. Mailed or emailed **digital** images of the property (not required, but appreciated)
- i. a statement of final restoration expenditures compared to the approved restoration budget labeled as **(i)FRestExp8061** if not previously submitted with a second restoration payment request.

## The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Jolie Krasinski, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at [jkrasinski@illinoiscleanenergy.org](mailto:jkrasinski@illinoiscleanenergy.org).

## Signage and Publicity

The Grantee agrees to acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo.

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 access to 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. **The Grantee 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.**

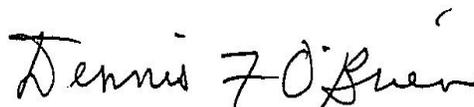
The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

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.

#### 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,



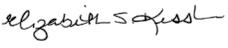
Dennis F. O'Brien  
Executive Director

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 McHenry County Conservation District  
*(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 Elizabeth S. Kessler

Title of Signer Executive Director

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

Date Signed May 26, 2020

**INSTRUCTIONS:** This budget should provide the breakdown of expenditures included under Immediate (first year) Restoration in your Total Project Budget. Please fill in the blue columns at the application stage. If you are awarded a grant, you will use this form to fill in the white columns when you request the second restoration payment. You may request up to \$10,000 from the Foundation to be used for immediate restoration activities (completed within the first year after purchase). Eligible expenses under the Foundation's column include supplies, plant materials and contractors. The Foundation DOES NOT support equipment (with the exception of up to \$1,000 towards hand tools) or staff time.

Restoration Budget and Expenditures										
	Source 1- Applicant Organization: Estimated Cost	Source 1: Actual Expenditures	Source 2- Requested from IL Clean Energy: Estimated Cost	Source 2: Actual Expenditures	Source 3 : Estimated Cost	Source 3: Actual Expenditures	Source 4: Estimated Cost	Source 4: Actual Expenditures	Total Proposed Cost	Total Actual Expenditures
<b>Activity</b>										
Reforestation; including cover crop, trees & shrubs, protective caging.	\$10,000								\$ 10,000.00	\$ -
Reforestation.			\$5,000						\$ 5,000.00	\$ -
Selective brush clearing.			\$5,000						\$ 5,000.00	\$ -
Selective brush clearing.							\$ 15,000.00		\$ 15,000.00	\$ -
Type here									\$ -	\$ -
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<b>TOTALS</b>	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 35,000.00	\$ -

Other Funders		
Other Funders	Amount Requested	Status of Request
Source 3:		
Source 4: Leahy Fa	\$15,000	Gift to MCCF proposed by family for use on tota

# Resolution 20-45 Authorizing Grant Agree III Clean Energy Comm Foundation Coral Woods Oak Legacy Addition

Final Audit Report

2020-05-27

Created:	2020-05-27
By:	Anne Basten (abasten@mccdistrct.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANrU1-t78_Hn95RzmYPpW9ltokkgMCoca

## "Resolution 20-45 Authorizing Grant Agree III Clean Energy Com m Foundation Coral Woods Oak Legacy Addition" History

 Document created by Anne Basten (abasten@mccdistrct.org)

2020-05-27 - 9:56:26 PM GMT- IP address: 108.86.232.153

 Document emailed to Vernon M. Scacci (vscacci@mccdistrct.org) for signature

2020-05-27 - 9:57:09 PM GMT

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2020-05-27 - 10:07:18 PM GMT- IP address: 99.117.11.28

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Signature Date: 2020-05-27 - 10:07:36 PM GMT - Time Source: server- IP address: 99.117.11.28

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2020-05-27 - 10:07:38 PM GMT

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2020-05-27 - 10:35:35 PM GMT- IP address: 67.184.171.84

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Signature Date: 2020-05-27 - 11:02:46 PM GMT - Time Source: server- IP address: 73.22.98.101

 Signed document emailed to Vernon M. Scacci (vscacci@mccdistrict.org), Elizabeth Kessler (ekessler@mccdistrict.org), Anne Basten (abasten@mccdistrict.org), and Carolyn Campbell (ccampbell@mccdistrict.org)

2020-05-27 - 11:02:46 PM GMT