

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE McHENRY TOWNSHIP ROAD DISTRICT
AND THE VILLAGE OF LAKEMOOR**

This contract is entered into the effective date hereof, between the McHenry Township Road District, McHenry County, Illinois, a unit of local government (hereinafter referred to as "the Road District") and the Village of Lakemoor, a municipal corporation (hereinafter referred to as "the Village").

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract with other units of local government to obtain or share services in any matter not prohibited by law; and

WHEREAS, the Village is another unit of local government, and a contract between said Village and the Road District to provide all or any of services delineated herein are not prohibited by law; and

WHEREAS, the Highway Commissioner of the Road District finds that it is for and in the best interest of the citizens of McHenry Township that the Road District contract with the Village for the services hereinafter set forth for the mutual consideration provided herein; and

WHEREAS, the Village, through its President and the Board of Trustees, finds that it is for and in the best interest of the citizens of the Village, that the Village contract with the Road District for services hereafter set forth for the mutual consideration provided herein; and

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1: Services to be provided by the Road District.

See Attached sheet

SECTION 2: Services to be provided by the Village

See attached sheet

SECTION 3: Terms of agreement. This agreement shall continue in force subject to written notice of revision or termination by either party. To be effective, such notice must be delivered at least 30 days prior to the effective date of revision or termination of this agreement.

SECTION 4: Participation in meetings with Road District. The Village agrees that it will, from time to time, as requested by the Road District, participate in meetings or conferences with the Highway Commissioner or his representative thereof, designed to further the services provided for herein, or to resolve any differences arising between the parties in connection with implementation of the services requested or performed.

SECTION 5: Indemnification of Road District. The Village agrees to indemnify and hold harmless the Road District, its officers, agent and employees, from any liabilities, damages or claims for damages to real and personal property, or from injury or death suffered by any person or persons engaged providing the services under this agreement or any citizen or individual using the roads and appaturances thereto for any purpose, unless such cause of action arises out of the negligence of the Road District or an act of willful and wanton misconduct by an employee or agent of same.

SECTION 6: Indemnification of the Village. The Road District agrees to indemnify and hold harmless the Village, its officers, agent, and employees from any liabilities, damages or claims for damages to real and personal property, or from injury or death suffered by any person or persons engaged providing the services under this

agreement or any citizen or individual using the roads and appaturances thereto for any purpose unless such cause of action arises out of the negligence of the Village or an act of willful and wanton misconduct by an employee or agent of same.

SECTION 7: Incidental Damages. Neither party hereunder shall be liable for damages caused by ordinary wear and tear on Village or Township roads, accelerate wear on the roads resulting from the work herein, or incidental damage which may be caused by proper operation of equipment.

SECTION 8: Public Liability Insurance. The Village and the Road District shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, and per occurrence.

SECTION 9: Amendment of termination. This contract may not be amended or terminated except by an instrument in writing expressly referring hereto and signed by the parties.

SECTION 10: Notice. The notices hereunder may be personally delivered, or sent by registered or certified mail, return receipt requested. The date of such notice shall be deemed the date of receipt.

SECTION 11: Revocation of Previous Agreements. All agreements previously made between the parties for any purpose whatsoever are hereby terminated.

DATED this 31st day of August, 2022.

McHENRY TOWNSHIP ROAD DISTRICT

By: [Signature]
Highway Commissioner
Attest: [Signature]
Township Clerk



DATED this 13th day of September, 2022.

VILLAGE OF LAKEMOOR

By: [Signature]
Village President
Attest: [Signature]
Village Clerk



Services to be provided by the Road District

Plow Snow and Salt the following roads within the Village's Jurisdiction

1. Lincoln Rd/ Sullivan Lake rd
2. Cuhlman Rd
3. Grand meadow Ln
4. Wellington Dr
5. Melissa Ct
6. Bay Oaks Dr
7. Dominion Ln
8. Bay Meadow Ln
9. John Ct
10. Oshea Ct
11. Anthony Ln
12. Julia way
13. Margaret Ct
14. Mason Corte
15. Vivian Way Ct

Services to be provided by the Village

Plow snow and salt the following roads within the Road District's Jurisdiction

1. Glenwood Ave
2. North Ave
3. North Blvd
4. West Blvd
5. Dale Ave
6. Southside Ave
7. East Blvd
8. Valley Ave - East & West of North Blvd.*
9. Friendly Ave
10. Beach Ave
11. Vernon Dr
12. Ravine Ave.
13. N. Crestwood Ave.*
14. Ridgewood Ave. - Crestwood to North Blvd.*
15. Hill Rd
16. Kent Rd
17. Crest St, Valley St, Vale St and Hollow St

*Newly Incorporated Street into MTRD Roadway System