

**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 the 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:

1. Services to be provided by the Road District

See attached Sheet A

2. Services to be provided by the Village

See attached Sheet A

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.

4. Reimbursement for Services

The Village will pay for the services performed by the Road District to the Road District (with the exception of plowing which is a straight exchange unless additional roads are added) as follows: See attached fee schedule, subject to change with notification.

The Road District will pay for the services performed by the Village to the Village as follows:
In the event that the Village would perform any service to or for the Township, the Township will reimburse the Village at the current rate for such services.

5. 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.

6. Indemnification

A. 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 appurtenances 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.

B. 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 appurtenances 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.

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.

9. 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.

10. Amendment or Termination

This contract may not be amended or terminated except by an instrument in writing expressly referring hereto and signed by the parties.

11. 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.

12. Revocation of Previous Agreements

All agreements previously made between the parties for any purpose whatsoever are hereby terminated.

McHenry Township Road District
A Unit of Local Government

By: Thomas Card
Highway Commissioner

Attest: Joan Zibbig
Township Clerk

DATED this 18th day of March, 2024



Village of Lakemoor
A Municipal Corporation

By: [Signature]
Village President

Attest: [Signature]
Village Clerk

DATED this 8 day of January, 2024



Sheet A

Services to be provided by the Road District

Plow snow and salt the following roads within the Village's jurisdiction:

- | | |
|-------------------------------------|----------------------|
| 1. Lincoln Road/ Sullivan Lake Road | 9. John Court |
| 2. Cuhlman Road | 10. O'Shea Court |
| 3. Grand Meadow Lane | 11. Anthony Lane |
| 4. Wellington Drive | 12. Julia Way |
| 5. Melissa Court | 13. Margaret Court |
| 6. Bay Oaks Drive | 14. Mason Corte |
| 7. Dominion Lane | 15. Vivian Way Court |
| 8. Bay Meadow Lane | 16. Reiche Lane |

Periodic roadside mowing as requested by the Village.

Services to be provided by the Village

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

- | | |
|--------------------|---------------------------|
| 1. Kent Road | 12. Southside Avenue |
| 2. Hill Road | 13. East Boulevard |
| 3. Valley Street | 14. Valley Avenue |
| 4. Crest Street | 15. Friendly Avenue |
| 5. Vale Street | 16. Beach Avenue |
| 6. Hollow Street | 17. Vernon Drive |
| 7. Glenwood Avenue | 18. Ravine Avenue |
| 8. North Avenue | 19. N. Crestwood Avenue |
| 9. North Boulevard | 20. Ridgewood Avenue |
| 10. West Boulevard | 21. N. Cresthill Avenue * |
| 11. Dale Avenue | Newly Incorporated |