

MCHENRY COUNTY CONSERVATION DISTRICT  
RESOLUTION #20-107

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT PERMITTING  
SNOW REMOVAL FROM THE PRAIRIE TRAIL FROM ROUTE 14 NORTH TO CRYSTAL  
LAKE AVENUE BY THE CITY OF CRYSTAL LAKE

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**WHEREAS**, the McHenry County Conservation District (hereinafter referred to as the "District") and the City of Crystal Lake (hereinafter referred to as the "City") are units of local government authorized by the Illinois Constitution (Il Const. Art VII §10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq. [1999]) to contract with each other and otherwise agree amongst themselves and undertake certain transactions with each other; and

**WHEREAS**, the City and the District desire to enter into an agreement permitting the City to perform certain snow removal operations along the District's Prairie Trail between Route 14 and Crystal Lake Avenue which will be for a one (1) year term and will renew for successive one (1) year terms without further action unless terminated by either party; and

**WHEREAS**, so as to memorialize their mutual understanding, agreement, and commitment to such a project, the District and the City are prepared to enter into a certain Agreement Relative to Snow Removal Along the Prairie Trail setting forth their mutual understanding and agreement with respect to the bike and pedestrian path; and

**WHEREAS**, the District and the City have mutually determined that the transactions contemplated in this Agreement Relative to Snow Removal Along the Prairie Trail are for a public purpose, use, and benefit, and they will aid the District and the City in addressing their mutual long-term plans.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Trustees of the McHenry County Conservation District that the Executive Director and Executive Assistant thereof is hereby authorized to execute and attest to the Agreement Relative to Snow Removal Along the Prairie Trail with the City of Crystal Lake attached hereto and made a part hereof by this reference.


**IN WITNESS WHEREOF**, this Resolution #20-107 has been executed this 19<sup>TH</sup> day of November, 2020 by the President and attested by the Secretary of the Board of Trustees of the District.

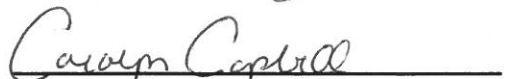
Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

  
\_\_\_\_\_  
**JOHN HENNING, PRESIDENT**  
**BOARD OF TRUSTEES**

  
\_\_\_\_\_  
**CAROLYN CAMPBELL, SECRETARY**  
**BOARD OF TRUSTEES**



extent that any such loss is caused by the gross negligence or willful acts of the MCCD, or its contractors and/or agents.

- B. MCCD shall indemnify and hold harmless the City and its elected and appointed officials, employees and agents from or against loss or damage to persons and/or property suffered by, though, or solely from the acts or omissions of the MCCD, its employees or agents relating to MCCD's prosecution of any work or activity contemplated by this AGREEMENT except to the extent that any such loss is caused by the gross negligence or willful acts of the City, or its contractors and/or agents

4. Term and Termination. This Agreement shall commence upon the date of execution by the Parties hereto for a period of one (1) year. From the anniversary date hereof, this Agreement shall automatically renew thereafter and remain in full force and effect for successive one (1) year term(s), without further action by either party, until terminated by either party by written notice as hereafter provided. This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event that there exist any outstanding obligation(s) under the terms of this Agreement at the time of such termination notice, said obligation(s) shall remain the responsibility of the responsible party.
5. Notices. Any and all notices, communications, demands, consents and approvals required under this Agreement shall be in writing, and shall be sent and deemed received: (A) on the third business day after mailed by first class mail, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or (C) by facsimile transmission or email transmission on the day of transmission, if sent before 5:00 pm on a business day, or (D) by personal delivery, if addressed to the Parties as follows:

To City:

City of Crystal Lake  
100 W. Woodstock Street  
Crystal Lake, Illinois 60014  
Attention: City Manager  
Fax: 815-459-2350  
Email:

To MCCD:

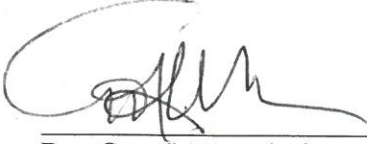
McHenry County Conservation District  
18410 U.S. Highway 14  
Woodstock, IL 60098  
Attention: Executive Director  
Fax: 815-334-2877  
Email

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

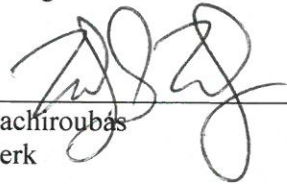
6. This Agreement is entered into pursuant to the Intergovernmental Cooperation Act, 5 LLCS 220/1, *et seq.*, and by Article VII, Section 10 of the Illinois Constitution of 1970.

Dated: 12/1/2020

City of Crystal Lake

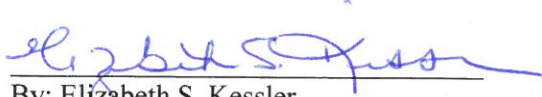


By: Gary J. Mayerhofer  
City Manager


Attest:   
Nick Kachiroubas  
City Clerk

Dated: 11/20/2020

McHenry County Conservation District



By: Elizabeth S. Kessler  
Executive Director

Attest:   
Megan Lee  
Executive Assistant