

**INTERGOVERNMENTAL AGREEMENT
BETWEEN ALGONQUIN TOWNSHIP
AND THE ALGONQUIN TOWNSHIP ROAD DISTRICT, FOR THE LEASE OF
FACILITIES LOCATED AT
3702 NORTHWEST HIGHWAY, CRYSTAL LAKE, ILLINOIS**

This Intergovernmental Agreement is entered into this ____ day of _____, 2018, by and between Algonquin Township (hereinafter “the Township”) a body politic incorporated in the State of Illinois, and the Algonquin Township Road District (hereinafter “Road District”).

WHEREAS the Township owns that property depicted in Exhibits A & B and the Road District requires space to store its equipment and conduct its operations; and

WHEREAS; the Township desires to lease space to the Road District and the Road District desires to lease space from the Township under the terms set forth herein.

WHEREAS, various buildings located on the Township’s property are depicted on Exhibit B.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Township and Road District mutually agree and covenant as follows:

1. The Road District shall pay rent to the Township in the amount of \$60,000 per year to be paid in monthly installments of \$5,000 per month to be paid within 21 days of the Township board’s audit of the Road District expense.
2. For the Year commencing 5/15/2017 and ending 5/15/2018, The Road District shall pay rent of \$60,000 to be paid no later than April 15, 2019. The rent payment will be offset by any rent already paid by the Road District for Fiscal Year 2017.
3. The Road District shall pay additional rent for the time period April 1, 2018 to the date that this agreement is entered at the rate of \$5,000 per month.
4. The Township leases the buildings located at 3702 U.S. Route 14, Crystal Lake, IL and more specifically identified in the attached Exhibit B to the Road District including that office space located in the main township building depicted on Exhibit B as Building 11, which is presently utilized as the Road District Office. In addition to the aforementioned office area, the Road District shall lease 1,1B, 2, 3, 4, 5, 6, 6B, 7, 8, 9, 10 with the exception of the second floor of 6B where Township records are stored and the space currently occupied by the McHenry County Sheriff as a substation. The Township Clerk and her staff shall have unrestricted access to the records storage area of building 6B.
5. The Township authorizes the Road District may make modifications to the structures with written approval from the Township, at the Road District’s sole expense. The Road District is authorized to make any and all repairs to the buildings which it occupies, and shall inform the Township as soon as practical of any repairs, and said repairs shall be at the Road District’s sole expense.

6. The Township is obligated under the terms of this Agreement to reimburse the Road District for all utility payments including but not limited to ComEd, Nicor, Birch Communications, Call One, Comcast, GFC Leasing and Waste Management for the period of May 15, 2017 to the end of the term of this Agreement. All future utility charges shall be the obligation of the Township.
7. The Township and the Road District shall equally share recycling costs, calculated by the Township and verified by the Road District. The Township and the Road District shall equally share Township Senior bus expenses, calculated by the Township and verified by the Road District. All revenue from recycling shall be shared equally between the Township and Road District. The Township and the Road District shall equally share expenses for any and all cleaning services for the facilities described in Exhibit B. The Township and Road District shall share equally in the cost of mosquito abatement services calculated by the Township and verified by the Road District.
8. The Township is obligated under the terms of this Agreement to reimburse the Road District for all expenses referenced in paragraphs 6 and 7 for the period commencing May 15, 2017 and ending upon April 15, 2019 no later than April 15, 2019. This payment shall be allocated to the Road and Bridge Fund. These expenses will be calculated by the Township and verified by the Road District.
9. The Road District will set up the tables and chairs for bingo on the first and third Monday's of the Month. The Road District shall perform the snow removal for the property identified in Exhibit B.
10. The Road District recognizes that the Algonquin Township Taxpayers paid for the following items shall sell said items to Algonquin Township for \$10.00:
 - a. Tables and Chairs with trailer
 - b. 8 Popup Tents
 - c. 1 :Large Tent with trailer
 - d. All Connex Boxes except the two Connex Boxes marked "Electronics Recycling" and "Algonquin Township".
11. The cost of all improvements, upgrades, or repairs and replacement of any HVAC system, plumbing system, roof, electrical system, or structural repairs made to the Township Office building (building 11 on Exhibit B) shall be shared between the Road District and the Township with the Road Districts' share being 25% of said expense and the Township being responsible for 75% of said expense; however, any modifications to the facilities done by the Road District only with mutual agreement with the Township shall be shared equally between the Road District and the Township (50%/50%).
12. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois.

13. This Agreement may be terminated by either the Road District or the Township in accordance with the provisions of this paragraph upon written notice given by the Township or Road District. Notice of termination shall be communicated in writing between parties. The termination will occur no less than 12 months after being communicated, or at the termination date of this agreement, whichever occurs first and if by the Township shall require approval by the Township Board of Trustees. An alternative date may be selected only if the date is mutually agreed to by both parties referenced in this Agreement. Notwithstanding anything to the contrary in this agreement, should termination occur before a payment is due under this agreement such termination shall not effect the obligation of either the Road District or the Township to tender payment and shall not effect the right of possession by either the Road District or the Township.
14. This Agreement's term shall be from April 1, 2018 to March 31, 2019, and shall automatically renew for a one year period unless notice is given at least sixty days but not less than 30 days prior to the end of the term.
15. All payments due under this Agreement shall be submitted to the Township Board and shall be paid by the respective fund within 21 days of the Township Board's audit of the expense.
16. Any notices required or permitted herein shall be sufficiently given if mailed or sent by facsimile to the parties hereto as follows:

Algonquin Township Attn: Charles A. Lutzow, Jr. Algonquin Township Supervisor 3702 U. S. Highway 14 Crystal Lake, IL 60014 Telephone-847-639-2700 x7 Fax-847-639-4529	Algonquin Township Road District Attn: Andrew Gasser Algonquin Township Highway Commissioner 3702 U. S. Highway 14 Crystal Lake, IL 60014 Telephone-847-639-2700 x6 Fax-847-639-4529
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17. All Township approvals have been obtained to enter into this agreement.

ALGONQUIN TOWNSHIP

ALGONQUIN TOWNSHIP ROAD DISTRICT

Charles A. Lutzow, Jr., Supervisor

Andrew Gasser, Highway Commissioner

ATTEST:

ALGONQUIN TOWNSHIP CLERK

Karen Lukasik, Clerk

EXHIBIT “A”

Description

In its entirety:

Parcel Identification Number 19-11-100-021

Parcel Identification Number 19-11-100-027

Also

Parcel Identification Number 19-11-100-005 to include: all property North of the Administrative Building located at 3702 Northwest Highway, also, the offices located inside the Administrative Building. These offices include the two offices in the North West Corner with the door exiting to the West parking lot and the adjacent office to the East; both on the second floor. For further explanation, both these offices have Algonquin Township Highway Department logos on both doors.

EXHIBIT “B”

Description

In its entirety:

TOWNSHIP BUILDINGS

Bldg #11 Township Office Building

Bldg #1 Main Shop

Bldg #1B Main Shop Bldg

Bldg #2 Storage/Sign Shop

Bldg #3 Cold Storage

Bldg #4 Storage

Bldg #5 Storage

Bldg #6 Wash Bldg/Maintenance Bays

#6B Community Bldg.

Bldg. #7 Equipment Storage

Bldg. #8 Equipment Storage

Bldg #9 Dirt/Equipment Storage

Bldg #10 Salt dome