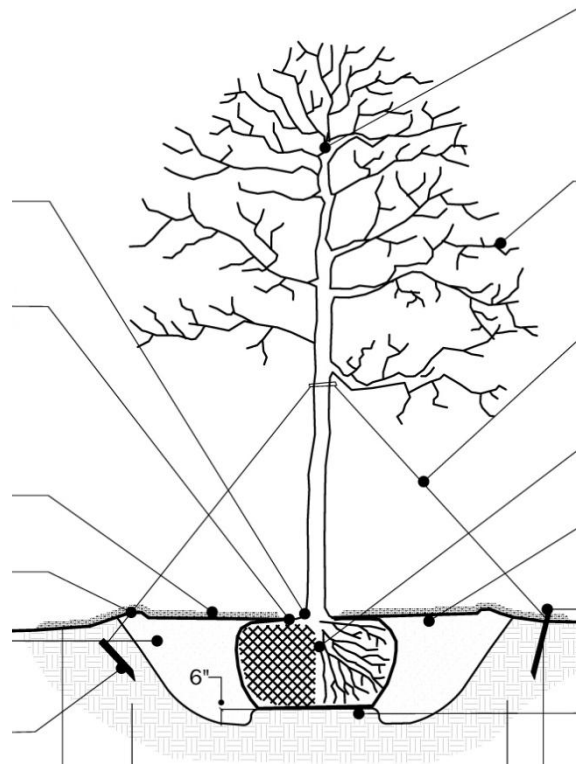


MCHENRY COUNTY DIVISION OF TRANSPORTATION

TREE PLANTING AND REPLACEMENT POLICY



Adopted by the
McHenry County Board
April 19, 1994

Revised – March 4, 2014

**MCHENRY COUNTY DIVISION OF TRANSPORTATION
TREE PLANTING AND REPLACEMENT POLICY**

Statement of Intent

Maintaining and protecting native trees is an important part of preserving the character and appeal of McHenry County. However, when a County Highway is improved or expanded to maintain the efficient flow of traffic and improve public safety, it may become necessary to remove trees that interfere with the improvement, pose a potential safety hazard to the motoring public, or those which pose or may pose a hazard or difficulty with respect to future roadside maintenance operations. It is the policy of the McHenry County Division of Transportation to minimize, whenever practical and feasible, the removal of mature, hardwood trees. It is also the policy of the Division of Transportation to support municipal efforts to enhance the roadside environment, where practical and feasible outside of the McHenry County right-of-way, with trees.

Requirements for Planting Trees within the County Highway Right-of-Ways

In accordance with Chapter 605, Act 5, Article 9-118 of the Illinois Compiled Statutes, McHenry County is permitted to create requirements and procedures for those agencies desiring to obtain permission from the McHenry County Division of Transportation for the planting and maintenance of trees within the County Highway right-of-way. The requirements and procedures for this type of improvement can be found in the McHenry County Permit Procedures and Requirements Manual.

Tree Replacement Policy

When a County Highway improvement results in the removal of a tree, the following policy will apply:

1. In every instance, the Division of Transportation will investigate any feasible solution to avoid removing the tree from the existing County owned right-of-way.
2. Only trees with a trunk diameter of six (6) inches or greater will be replaced or on IDOT Federal Aid Projects, trees meeting the definition of the current IDOT Bureau of Local Roads Manual requirements and/or associated Illinois Department of Transportation Policies and procedures.
3. If there is an opportunity to partner with another local unit of government that has jurisdiction over the area through which a project is requiring tree removal, the County Board may enter into an intergovernmental agreement (see Figure 1 for draft example) where the County would offer funds to allow a local unit of government the opportunity to perform its own tree replacement project in lieu of the County physically replacing trees that are removed at a tree per tree ratio. The amount of funding would be based on the value of the replacement trees the County (for furnishing and installing) would provide under the project requiring the tree removal. Agreements for partnerships will first be with agencies with an approved tree planting program whose goal is to plant new trees. If there is no such partnership in close proximity to the area of the removal of trees, then agreements with other public agencies willing to participate may be sought.
4. Screening consisting of shrubs or bushes, etc., that have grown on or within the right-of-way will not be replaced.

FIGURE 1:

AGREEMENT
BETWEEN THE COUNTY OF MCHENRY
AND THE <AGENCY>
FOR THE REPLACEMENT OF TREES FOR THE
XXXXXXXXXXXXXXXXX PROJECT

THIS AGREEMENT entered into this _____ day of _____ A.D. _____ and between the County of McHenry, Illinois acting by and through its County Board, hereinafter referred to as the COUNTY, and the AGENCY, an Illinois Municipal Corporation, acting by and through its XXXXXX and XXXXXXXX, hereinafter referred to as the AGENCY.

WITNESSETH

WHEREAS, the COUNTY has developed a road improvement program including improvements XXXXXXXX; hereinafter referred to as the IMPROVEMENT; and

WHEREAS, XXXXXXX is under the jurisdiction of the COUNTY; and

WHEREAS, the IMPROVEMENT is of regional importance to vehicular safety, traffic operations, and mobility; and

WHEREAS, the AGENCY is in agreement with the COUNTY'S plans for the IMPROVEMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the AGENCY hereto mutually agree as follows:

1. The COUNTY shall provide the AGENCY \$\$\$\$\$\$ as a reimbursement for the XX trees to be removed as part of the IMPROVEMENT. The trees are to be planted within five (5) miles of the

IMPROVEMENT in accordance with the Illinois Department of Transportation and Federal Highway Administration tree replacement requirements.

2. The AGENCY certifies that it has a tree planting program to facilitate the expenditure of these funds and that the trees planted will only serve as a public benefit and that the funds will be utilized to purchase and install trees per this AGREEMENT. AGENCY Agrees that no tree purchased with funds provided pursuant to this agreement shall be placed on private property. Such placement of trees on private property shall be grounds for immediate termination of this agreement and AGENCY will be required to immediately return to COUNTY all funds used to place trees on private property.
3. The COUNTY agrees to indemnify, defend, and hold harmless the AGENCY, its elected officials, its duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the COUNTY.
4. The AGENCY agrees to indemnify, defend, and hold harmless the AGENCY, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the AGENCY.
5. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of the COUNTY or the Director of Transportation/ County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.
6. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the AGENCY (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the County for any purpose, or in any manner, whatsoever. The AGENCY is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.

8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
11. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follow:

MCHENRY COUNTY DIVISION OF TRANSPORTATION

16111 Nelson Road

Woodstock, Illinois 60098

Attention: Mr. Joseph R. Korpalski, Jr., P.E.

Director of Transportation/County Engineer

AGENCY

ADDRESS

Attention: NAME

TITLE

12. The terms of THIS AGREEMENT will be construed in accordance with the laws of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

13. Each Person Signing below on behalf on one of the parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign THIS AGREEMENT on behalf of their party.

ATTEST:

AGENCY

NAME, Clerk

NAME, Official

AGENCY

AGENCY

ATTEST:

COUNTY OF MCHENRY

NAME, Clerk

Official

McHenry County

McHenry County Board

Date: _____