



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: June 27, 2016

MEMO TO: Carol Calabresa, Chair
Land Preservation and Acquisition Committee

Bonnie Thomson Carter, Chair
Planning and Restoration Committee

S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: Randall L. Seebach
Director of Planning and Land Preservation

SUBJECT: Intergovernmental Agreement for the Lyons Woods to Waukegan Savanna Trail
Connection

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement with the City of Waukegan and Waukegan Park District to provide a Trail Connection between Lyons Woods and Waukegan Savanna Forest Preserves.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections; Leadership

FINANCIAL DATA: There is no immediate cost to the District for approval of the intergovernmental agreement. The District has approved \$500,000 in the Fiscal Year 2016-17 budget for construction of the project. The District has been awarded \$2,000,000 in funding assistance for the engineering and construction of the project through the CMAQ/TAP program.

BACKGROUND: For many years, the District, the Lake County Division of Transportation, the Illinois Department of Transportation (IDOT) and other community partners have been working together to establish a large network of regional trails throughout Lake County that will become the spine into which other communities can connect their local trails. On September 14, 2010, the District's Board approved the Conceptual Master Plan for Waukegan Savanna Forest Preserve that included the identification of a key trail connection, linking together two regional trails, three forest preserves, two parks and large residential areas in Beach Park and Waukegan. When complete, this important connection will stretch 6.9 miles from the Robert McClory Bike Path at Lyons Woods, through Waukegan Savanna, to the Des Plaines River Trail at Sedge Meadow Forest Preserve.

The first 2.4-mile section of the proposed route will traverse the ComEd right-of-way and pass through the Waukegan Park District's Bevier and Henry Pfau Callahan Parks, connecting them to the McClory Bike Path and Lyons Woods Forest Preserve. In October 2014, the District executed a contract for Phase I engineering services and to prepare the project for federal funding assistance through the CMAQ/TAP program administered by IDOT. In November 2015, the District was awarded TAP funding for Phase III engineering and construction in the amount of \$2,000,000.00.

Staff recommends that the District enter into an Intergovernmental Agreement with the Waukegan Park District, and the City of Waukegan, pursuant to which:

- The park district will grant the District temporary and permanent easements within Bevier and Henry Pfau Callahan Parks for the District to construct and operate the trail
- The District will engage an engineering firm to oversee the construction of the trail by a contractor engaged by IDOT, and the District will pay for any costs charged by the engineering firm that are not covered by the State grant
- The park district will agree to maintain the trail
- The District will complete long-term repairs to the trail
- The City, through its police department, will patrol the trail
- The City will pay for the maintenance and electricity costs related to a traffic signal to be installed at the east end of the trail at Lewis Avenue
- The District will use good faith efforts obtain permits from the County to authorize construction of a portion of the trail within the McClory Bike Path right-of-way

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel

PRESENTER: Randall L. Seebach

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JULY MEETING
JULY 13, 2016**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **LAND PRESERVATION AND ACQUISITION COMMITTEE, PLANNING AND RESTORATION COMMITTEE**, and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith, “A Resolution Approving an Intergovernmental Agreement with the City of Waukegan and Waukegan Park District to provide a Trail Connection between Lyons Woods and Waukegan Savanna Forest Preserves,” and request its adoption.

LAND PRESERVATION AND ACQUISITION COMMITTEE:

Date: _____ **Roll Call Vote: Ayes:** ____ **Nays:** ____
 Voice Vote Majority Ayes; Nays ____

PLANNING AND RESTORATION COMMITTEE:

Date: _____ **Roll Call Vote: Ayes:** ____ **Nays:** ____
 Voice Vote Majority Ayes; Nays ____

FINANCE AND ADMINISTRATIVE COMMITTEE:

Date: _____ **Roll Call Vote: Ayes:** ____ **Nays:** ____
 Voice Vote Majority Ayes; Nays ____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF WAUKEGAN AND WAUKEGAN PARK DISTRICT TO PROVIDE A TRAIL CONNECTION
BETWEEN LYONS WOODS AND WAUKEGAN SAVANNA FOREST PRESERVES**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns two parcels of land known as the Lyons Woods Forest Preserve and the Waukegan Savanna Forest Preserve (collectively, the “Forest Preserve District Properties”); and

WHEREAS, the Waukegan Park District (the “Park District”) owns the properties known as Henry Pfau Callahan Park and Bevier Park (collectively, the “Park District Properties”); and

WHEREAS, Commonwealth Edison Company (“ComEd”) is fee title owner of a utility right-of-way in the vicinity of the Forest Preserve District Properties and the Park District Properties (the “Right-of-Way”); and

WHEREAS, the County of Lake (the “County”) is fee title owner of a bike path commonly known as the Robert McClory Bike Path (the “McClory Bike Path”) and a right-of-way commonly known as Lewis Avenue; and

WHEREAS, the District, the Park District, and the City of Waukegan desire that there be constructed a segment of a bicycle and pedestrian trail (the “Trail”) along and within the Right-of-Way, the Park District Properties and a portion of the McClory Bike Path right-of-way located at the eastern terminus of the Trail segment, which Trail will connect the Forest Preserve Properties, the Park District Properties and the McClory Bike Path; and

WHEREAS, on October 14, 2014, the District’s Board of Commissioners approved a resolution awarding a contract for Phase I Engineering Services (the “Engineering Services”) for the Trail; and

WHEREAS, the Park District and the City have paid the District \$10,000.00 and \$5,000.00, respectively, as their contribution for the Engineering Services; and

WHEREAS, the District, the City and the Park District have negotiated an intergovernmental agreement, in the form attached hereto, (the “Agreement”) that includes the following:

- (i) The Park District will grant the District temporary and permanent easements within Bevier and Henry Pfau Callahan Parks for the District to construct and operate the Trail;
- (ii) The District will engage an engineering firm to oversee the construction of the Trail by a contractor engaged by IDOT, and the District will pay for any costs charged by the engineering firm that are not covered by the State grant;
- (iii) The Park District will agree to maintain the Trail;
- (iv) The District will complete long-term repairs to the Trail;
- (v) The City, through its police department, will patrol the Trail;
- (vi) The City will pay for the maintenance and electricity costs related to a traffic signal to be installed at the east end of the Trail at Lewis Avenue; and
- (vii) The District will use good faith efforts to obtain permits from the County to authorize construction of a portion of the Trail within the McClory Bike Path right-of-way; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District, the City and the Par District may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in a manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the District, the City and the Park District, may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the United States to the extent not prohibited by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreement. The Agreement is hereby approved in substantially the form attached hereto. The President and the Secretary of the District are authorized and directed to execute and attest to the Agreement on behalf of the District in substantially the form attached hereto.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2016

AYES:

NAYS:

APPROVED this _____ day of _____, 2016

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

Prepared by and after
recording return to:
Matthew E. Norton
Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, IL 60603

Above Space For Recorder's Use Only

**Intergovernmental Agreement
by and between
Lake County Forest Preserve District,
City of Waukegan, and
Waukegan Park District**

This Intergovernmental Agreement (“Agreement”) is dated as of the Effective Date (as defined in Section 8.A), which is _____, 2016, and is by and between the **Lake County Forest Preserve District**, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.* (the “Forest Preserve District”), the **City of Waukegan**, an Illinois home rule municipal corporation (the “City”), and the **Waukegan Park District**, an Illinois Park District organized and existing under the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.* (the “Park District”).

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Forest Preserve District, the City, and the Park District (collectively, the “Parties”) agree as follows:

Section 1. Recitals.

A. The Forest Preserve District is the fee title owner of the properties commonly known as “Waukegan Savanna Forest Preserve” and “Lyons Woods Forest Preserve” (collectively, the “Forest Preserve District Properties”), both of which are generally depicted on Exhibit A attached hereto.

B. The Park District is the fee title owner of the properties commonly known as “Henry Pfau Callahan Park” and “Bevier Park” (collectively, the “Park District Properties”), both of which are generally depicted on Exhibit A attached hereto.

C. Commonwealth Edison Company (“Com Ed”) is the fee title owner of a utility right-of-way generally depicted on Exhibit A (the “Right-of-Way”).

D. The County of Lake (the “County”) is the fee title owner of a bike path commonly known as the “Robert McClory Bike Path” (the “McClory Bike Path”), which is generally depicted on Exhibit A.

E. The Forest Preserve District desires to construct a segment of a bicycle and pedestrian trail (the “Trail”) along and within the Right-of-Way, the Park District Properties, and a portion of the McClory Bike Path right-of-way located at the eastern terminus of the Trail segment. The proposed location of the Trail is generally depicted on Exhibit A. The Trail will consist of a 10- to 12-foot-wide paved asphalt surface and a six-foot-wide grassy “mow” strip located adjacent to each side of the asphalt surface. The Trail will connect the Waukegan Savanna Forest Preserve, the Lyons Woods Forest Preserve, the Park District Properties, and the McClory Bike Path.

F. The County is the fee title owner of a right-of-way commonly known as Lewis Avenue (“Lewis Avenue”), a segment of which is generally depicted on Exhibit A. The Trail will be located perpendicular to, and will intersect with, Lewis Avenue at the location generally depicted on Exhibit A.

G. The County has requested that the Forest Preserve District construct, in connection with the construction of the Trail, a pedestrian-activated traffic control signal located at the intersection of the Trail and Lewis Avenue, as depicted on Exhibit B (the “Traffic Signal”). The construction of the Trail and the Traffic Signal is referred to herein as the “Work.”

H. The Forest Preserve District and Com Ed entered into that certain Recreational Lease dated as of May 1, 2009, and that certain Lease Amendment dated as of September 29, 2015, under which Com Ed leased to the Forest Preserve District segments of the Right-of-Way for the purpose of constructing, maintaining, and operating the Trail.

I. The Forest Preserve District has obtained, or is in the process of obtaining, from the State of Illinois, acting by and through its Department of Transportation (the “State”), a grant of federal funds through the Congestion Mitigation Air Quality Improvement Program in an amount not to exceed \$2,000,000.00 to pay for a portion of the cost of the Work and the Phase III Engineering Services (as defined in Section 3.A.2) (the “Grant”). The Forest Preserve District and the State have entered into, or intend to enter into, a Local Public Agency Grant Agreement for Federal Participation (the “Grant Agreement”), under which the Forest Preserve District agreed, or will agree, to pay a “Local Share” in the amount of the remainder of the cost of the performance of the Work, which Local Share is estimated to be \$522,269.00.

J. In furtherance of the Forest Preserve District’s efforts to obtain the Grant, the Forest Preserve District and Gewalt Hamilton Associates, Inc., entered into a contract (the “Phase I Contract”) in the amount of \$74,892.00 (the “Phase I Contract Price”) for the performance of a Phase I engineering study, including preliminary engineering and

environmental analyses necessary for the Grant application (the “Phase I Engineering Services”). The Forest Preserve District has also entered into a contract with Gewalt Hamilton Associates, Inc., (the “Phase II Contract”) in the amount of \$198,344.00 (the “Phase II Contract Price”) for the performance of engineering design services for the final design of the Work (the “Phase II Engineering Services”), including, without limitation, the preparation of plans and specifications for the Work (the “Plans”). The Park District and the City have paid the Forest Preserve District \$10,000.00 and \$5,000.00, respectively, as their contribution for the Phase I Engineering Services.

K. The Parties desire that the Park District grant to the Forest Preserve District the easements provided for in this Agreement, related to the construction, use, operation, repair, replacement, and maintenance of the Trail.

L. The City and the County entered into that certain “Master Agreement Between the County of Lake and the City of Waukegan for Energy Costs, Maintenance Costs, and Future Costs Associated with County Owned Traffic Control Devices” executed on June 13, 2008 (the “Signal Maintenance Agreement”), under which the City agreed, among other things, to pay for energy costs and to reimburse the County for maintenance costs related to certain traffic signals located within rights-of-way owned by the County and located within the corporate boundaries of the City.

M. The City desires to: (i) pay for the maintenance of the Traffic Signal at the location generally depicted on Exhibit B; (ii) pay for all energy costs required to operate the Traffic Signal; and (iii) provide and perform, at no cost to the Forest Preserve District and the Park District, police patrol and enforcement services along and within the Trail.

N. The Parties desire to enter into this Agreement to set forth their respective rights and obligations relating to: (i) the grant of easements; (ii) the performance of the Work; (iii) the maintenance of the Trail; (iv) the cost of maintaining the Traffic Signal; (v) the cost of energy necessary to operate the Traffic Signal; and (vi) the performance of police patrol and enforcement services along and within the Trail.

O. The parties enter into this Agreement pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.*, the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.*, Article VII, Sections 6 and 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and all other applicable authority.

Section 2. Grant of Easement.

The Park District hereby grants to the Forest Preserve District:

- (a) a temporary easement assignable by the District to the Work Contractor (defined in Section 3.B), IDOT, or both (the “Work Easement”), for the performance and completion of: (i) the Work; and (ii) any necessary restoration following the completion of the Work (the “Restoration”), in, at, over, along, across, through, upon and under those portions of the Park District Properties generally depicted

on Exhibit C attached hereto and made a part hereof (the “Work Easement Premises”); and

- (b) a permanent easement (the “Trail Operation Easement”), for the use of the District and its employees, agents, contractors, and the Work Contractor, in, at, over, along, across, through, upon, and under those portions of the Park District Properties generally depicted on Exhibit C attached hereto and made a part hereof (the “Trail Operation Easement Premises”; collectively, the Work Easement Premises and the Trail Operation Easement Premises are the “Easement Premises”) for the Forest Preserve District’s (i) use, (ii) operation (including without limitation the installation along the Trail of benches, signs, and similar appurtenances), (iii) repair, (iv) replacement, and (v) (at the Forest Preserve District’s option, if the Park District does not maintain the Trail in accordance with Section 4.B of this Agreement) maintenance of the Trail, for pedestrian and bicycle uses, as part of the Forest Preserve District’s public trail system in accordance with the Forest Preserve District’s applicable laws and regulations (collectively, the “Trail Operations”).

As soon as practicable after the Effective Date, the Forest Preserve District and the Park District will execute a plat or plats of easement in a form approved by the Executive Directors of the Forest Preserve District and the Park District depicting and legally describing the Work Easement Premises and the Trail Operation Premises (“Plat of Easement”). The Work Easement will commence upon the full execution of the Plat of Easement and will terminate upon the completion of the Work. The Trail Operation Easement will commence upon the full execution of the Plat of Easement and will be perpetual. The Forest Preserve District, its employees, agents, and contractors may use the Trail Operation Easement Premises at any time that the Forest Preserve District determines is necessary or desirable for the Trail Operations.

Section 3. Design and Construction of the Work.

A. Engineering Services.

1. Phase I and Phase II. The Forest Preserve District has caused Gewalt Hamilton Associates, Inc., to complete the Phase I Engineering Services and the Phase II Engineering Services in accordance with the Phase I Contract and the Phase II Contract, respectively. The Forest Preserve District and the Park District acknowledge and agree that they have reviewed and approved the final Plans for the Work, which Plans consist of all of the Sheets identified under the heading “INDEX OF SHEETS” on page 2 of Exhibit D attached hereto.

2. Phase III. Subject to the State entering into the Work Contract (as defined in section 3.B), the Forest Preserve District will negotiate and enter into a contract (the “Phase III Contract”) with one or more engineering firms (the “Engineering Firm”) for the performance of Phase III engineering services for the Work, including construction observation services (the “Phase III Engineering Services”). The Forest Preserve District shall pay the Engineering Firm all amounts due to the Engineering Firm for the performance of the Phase III Engineering

Services under the Phase III Contract and will be solely responsible for any such amounts that are not reimbursable by the Grant.

B. Construction Contract. The Parties anticipate that, pursuant to the Grant Agreement, the State will obtain competitive bids and award to one or more contractors (the “Work Contractor”) a contract for the performance of the Work (the “Work Contract”). The Parties shall cooperate with each other and with the State in its efforts to award the Work Contract. The Forest Preserve District shall pay all amounts due to the Work Contractor for the Work under the Work Contract that are not reimbursable by the Grant.

Section 4. Use, Maintenance, and Operation of Trail.

A. Open to Public Use. Upon and after completion and final approval of the Work, the public shall have the right to use the Trail for public trail purposes and uses, including pedestrian and bicycle uses, in accordance with the Forest Preserve District’s generally-applicable ordinances and policies.

B. Park District Obligations. Upon and after completion and final approval of the Work, the Park District shall, at no cost to the Forest Preserve District and the City, maintain the Trail by periodically (i) inspecting the Trail for damage and deterioration necessitating repairs and notifying the Forest Preserve District thereof, (ii) removing trash and rubbish from the Trail, (iii) mowing the grass located on six feet adjacent to each side of the paved portion of the Trail, (iv) pruning trees and shrubs adjacent to each side of the paved portion of the Trail as necessary to provide clear passage for users of the Trail, (v) repairing damage to the Trail caused by vandalism and the Park District’s negligence, (vi) maintaining pavement striping and markings on the Trail, and (vii) performing similar day-to-day maintenance. Every four years, the Park District shall, at no cost to the Forest Preserve District and the City, route, clean, and seal all primary transverse and longitudinal cracks in the paved surface of the Trail in accordance with the standard specifications of the Illinois Department of Transportation.

C. Forest Preserve District Obligations. Upon and after completion and final approval of the Work, the Forest Preserve District shall, at no cost to the Park District and the City, operate the Trail by periodically (i) installing benches, signs, and similar appurtenances along the Trail, and (ii) repairing significant damage to the Trail and damage to the Trail not caused by vandalism and the Park District’s negligence, including by repaving the Trail, replacing culverts installed under or along the Trail, reconstructing portions of the Trail, and repairing damage to boardwalks and bridges installed along the Trail. Although the Forest Preserve District shall have no obligation to inspect the Trail and to prepare and submit inspection reports to the Park District, the Forest Preserve District shall promptly notify the Park District if the Forest Preserve District observes conditions on the Trail that must be corrected or addressed by the Park District pursuant to Section 4.B of this Agreement.

D. City Obligations. Upon and after completion and final approval of the Work, the City, through its Police Department, at no cost to the Forest Preserve District or the Park District, shall patrol all portions of the Trail within the City’s law enforcement jurisdiction for the purpose of enforcing and deterring violations of applicable laws and ordinances on and within

the Trail. If any portion of the Trail is within the County's law enforcement jurisdiction, the City shall use all reasonable efforts to obtain the County's consent for the City to exercise law enforcement jurisdiction over such portion.

Section 5. Traffic Signal Maintenance Costs.

Before completion of the Work, the City shall use good faith efforts to amend the Signal Maintenance Agreement to provide that the City shall, upon completion of the Work, and at no cost to the Forest Preserve District and the Park District, reimburse the County for maintenance costs and pay electricity costs for the Traffic Signal, as provided in the Signal Maintenance Agreement. In the event that the City is unsuccessful in amending the Signal Maintenance Agreement, the City agrees that it shall reimburse the Forest Preserve District and the Park District for any maintenance and electricity costs related to the Traffic Signal incurred by the Forest Preserve District and the Park District. Nothing in this Section obligates either the Forest Preserve District or the Park District to maintain the Traffic Signal or pay for electricity costs for the Traffic Signal, if the City does not do so.

Section 6. Construction Within McClory Bike Path.

The Forest Preserve District will use good faith efforts obtain a permit and any other necessary approvals from the County to authorize construction of the Trail within the McClory Bike Path right-of-way (the "County Approvals").

Section 7. General Provisions.

A. Effective Date. This Agreement will become effective on the date upon which both the District and the State have approved and executed the Grant Agreement (the “Effective Date”).

B. Compliance with Laws. In exercising their rights under this Agreement, the Parties shall comply with all applicable federal, state, and local laws.

C. Indemnification.

1. By Park District. The Park District shall indemnify, hold harmless, defend, and release the Forest Preserve District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with the negligent acts or omissions of the Park District in the performance of its obligations pursuant to Section 4.B of this Agreement.

2. By Forest Preserve District. The Forest Preserve District shall indemnify, hold harmless, defend, and release the Park District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with the negligent acts or omissions of the Forest Preserve District in the performance of its obligations pursuant to Section 4.C of this Agreement.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or 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. Notices and communications to LCFPD shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
Attention: Executive Director

With a copy to:

Matthew E. Norton, Esq.
Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, IL 60603

Notices and communications to the Park District shall be addressed to, and delivered at, the following addresses:

Waukegan Park District
2000 Belvidere Street
Waukegan, Illinois 60085
Attention: Executive Director

With a copy to:

[INSERT CONTACT AND ADDRESS]

Notices and communications to the City shall be addressed to, and delivered at, the following addresses:

City of Waukegan
100 N. Martin Luther King Jr., Avenue
Waukegan, IL 60085

With a copy to:

City of Waukegan
100 N. Martin Luther King Jr., Avenue
Waukegan, IL 60085
Attention: Corporation Counsel

The foregoing shall not be deemed to invalidate any notice actually received.

E. Time of the Essence. Time is of the essence in the performance of this Agreement.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement.

H. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

I. Authority to Execute. Each person executing this Agreement warrants and represents to the Parties that: (i) he or she has the full and complete right, power and authority to execute this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement on behalf of the Party on whose behalf he or she is executing; and (ii) all legal actions necessary to authorize him or her to execute and deliver this Agreement have been taken.

J. Severability. Should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation, or entity shall be made, or be valid, against the Parties.

ATTEST:

Lake County Forest Preserve District

By: _____
Julie Gragnani, Secretary

By: _____
Ann B. Maine, President

ATTEST:

Waukegan Park District

By: _____

By: _____

ATTEST:

City of Waukegan

By: _____

By: _____
Wayne Motley, Mayor

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2016, by Ann B. Maine the President of the **Lake County Forest Preserve District** and by Julie Gragnani the Secretary of said District.

Signature of Notary

SEAL
My Commission expires:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2016, by _____, the _____ of the **Waukegan Park District**, and by _____, the _____ of said District.

Signature of Notary

SEAL
My Commission expires:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2016, by _____, the _____ of the **City of Waukegan**, and by _____, the _____ of said City.

Signature of Notary

SEAL

My Commission expires: _____

Exhibit A

**Depiction of Trail, Forest Preserve District Properties, Park District Properties,
Right-of-Way, and Location of Traffic Signal**

Exhibit A

Courtesy Copy Only.
 Property boundaries indicated are provided
 for general location purposes. Wetland
 and flood limits shown are approximate and
 should not be used to determine setbacks for
 structure or as a basis for purchasing property.

Lake County Forest Preserve District
 1899 W Winchester Rd
 Libertyville, Illinois 60048

847-968-3351

www.lcfd.org

2012 Aerial Photo

Prepared using information from:
 Lake County Department of Information
 & Technology: GIS/Mapping Division
 18 North County Street
 Waukegan, Illinois 60085-4357
 847-377-2373

Map Prepared 20 January 2016

Legend

-  Forest Preserve District Properties
-  Park District Properties
-  Right-of-Way
-  Robert McClory Path
-  Trail
-  Traffic Signal

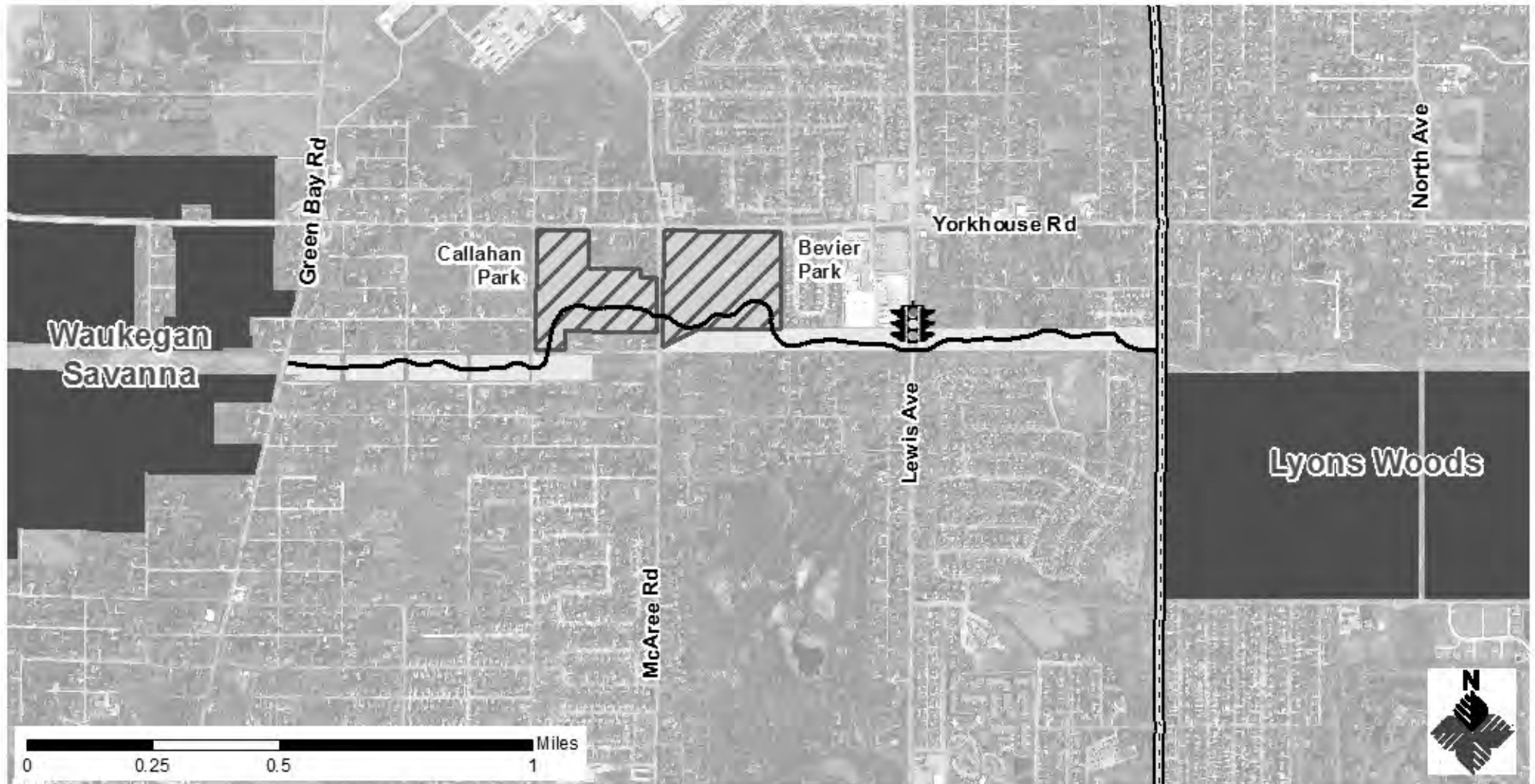





Exhibit B



Depiction of Traffic Signal Location

Exhibit B

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

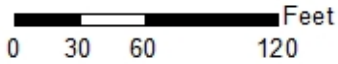
Legend

-  ComEd ROW Lease to Forest Preserve District
-  Lewis Avenue
-  Traffic Signals on Lewis

-  Lewis Avenue
 -  Trail
- 

Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2014 Aerial Photo

Map Prepared 10 May 2016

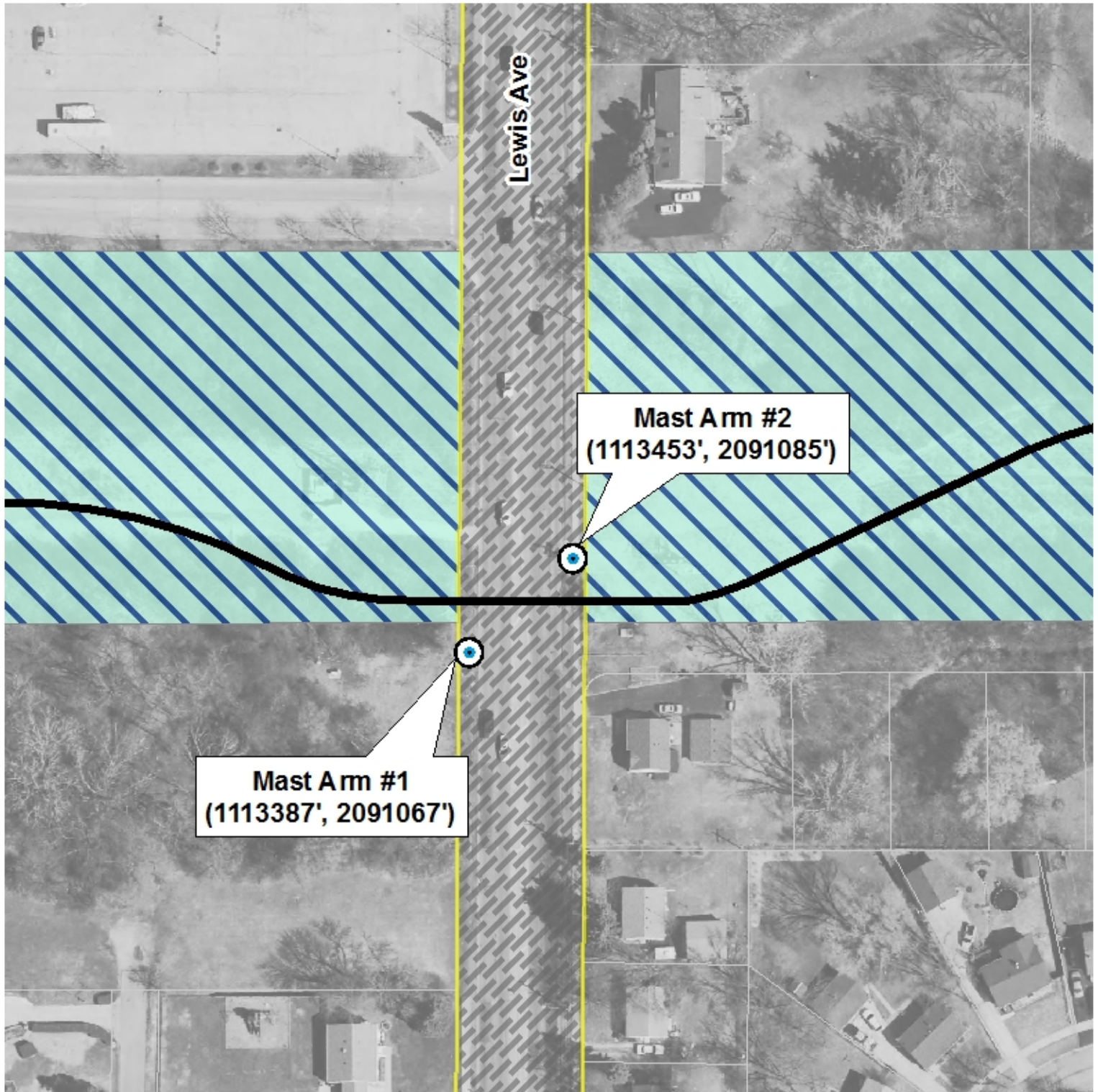


Exhibit C

Depiction of Work Easement Premises and Trail Operation Easement Premises

Document comparison by Workshare Compare on Thursday, June 09, 2016
6:36:47 PM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/37633031/12
Description	#37633031v12<Active> - LCFPD - IGA with Waukegan and Waukegan Park District re: Lyons-Waukegan Trail
Document 2 ID	interwovenSite://HKDMS/Active/37633031/13
Description	#37633031v13<Active> - LCFPD - IGA with Waukegan and Waukegan Park District re: Lyons-Waukegan Trail
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	4
Deletions	5
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	9

Exhibit D

Index of Plans

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	14-F3000-04-BT	LAKE	112	1
		ILLINOIS	CONTRACT NO. 61C67	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PLANS FOR PROPOSED
FEDERAL AID HIGHWAY
COMMONWEALTH EDISON RIGHT-OF-WAY
(LYONS WOODS TRAIL)
IL RTE 131 (GREEN BAY RD) TO ROBERT McCLORY PATH
MULTI-USE PATH
SECTION: 14-F3000-04-BT
PROJECT: CMM-4003(645)
LAKE COUNTY
C-91-165-16



LOCATION OF SECTION INDICATED THUS: — ■ —

FOR INDEX OF SHEETS, SEE SHEET NO. 2

PROJECT IS LOCATED IN MUNICIPALITIES OF WAUKEGAN AND BEACH PARK

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

APPROVED _____ 20 _____
LAKE COUNTY FOREST PRESERVE DISTRICT

APPROVED _____ 20 _____
WAUKEGAN PARK DISTRICT

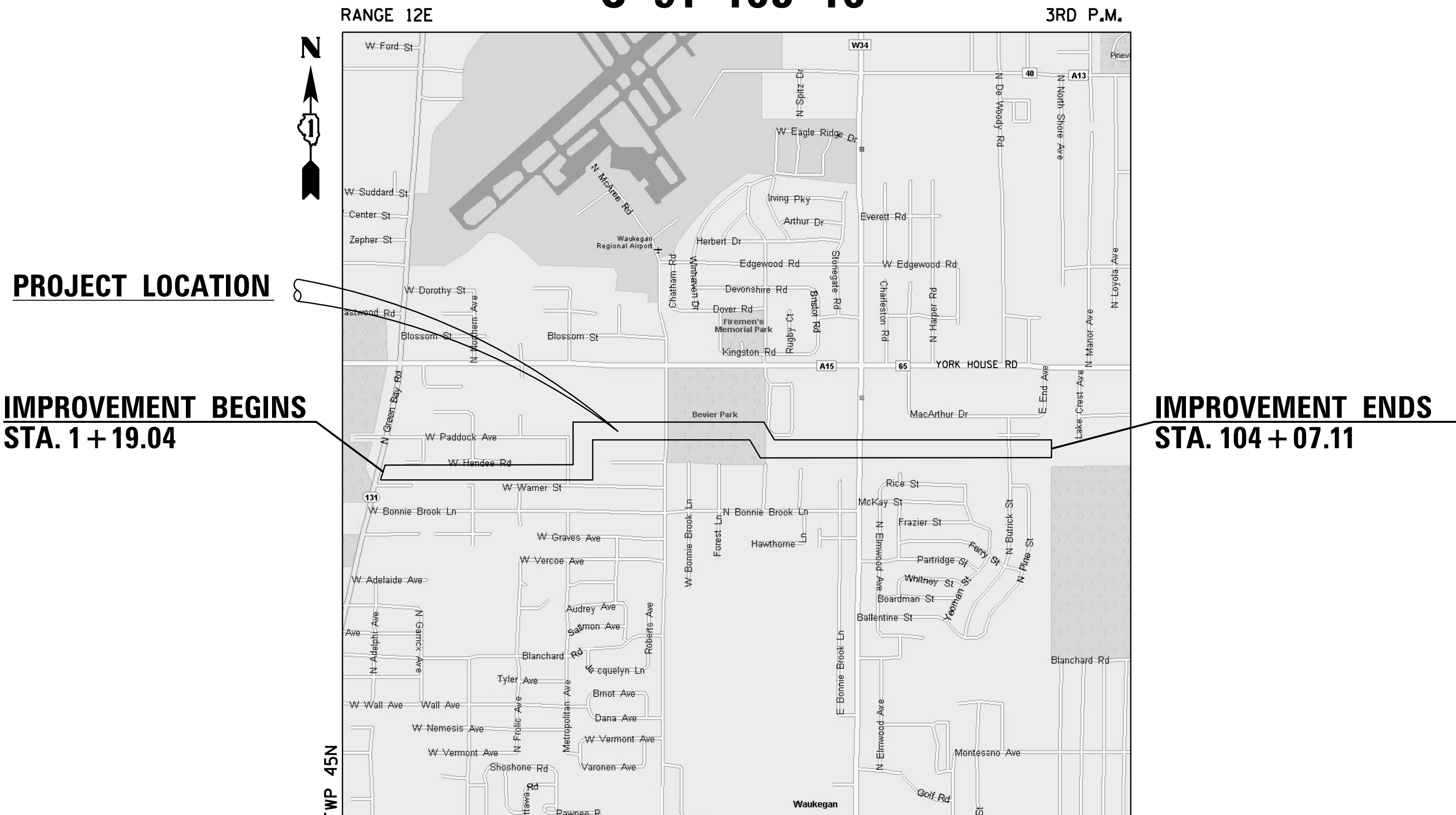
PASSED _____ 20 _____
DISTRICT ONE ENGINEER OF LOCAL ROADS AND STREETS

RELEASING FOR BID
BASED ON LIMITED
REVIEW _____ 20 _____
REGION ONE ENGINEER

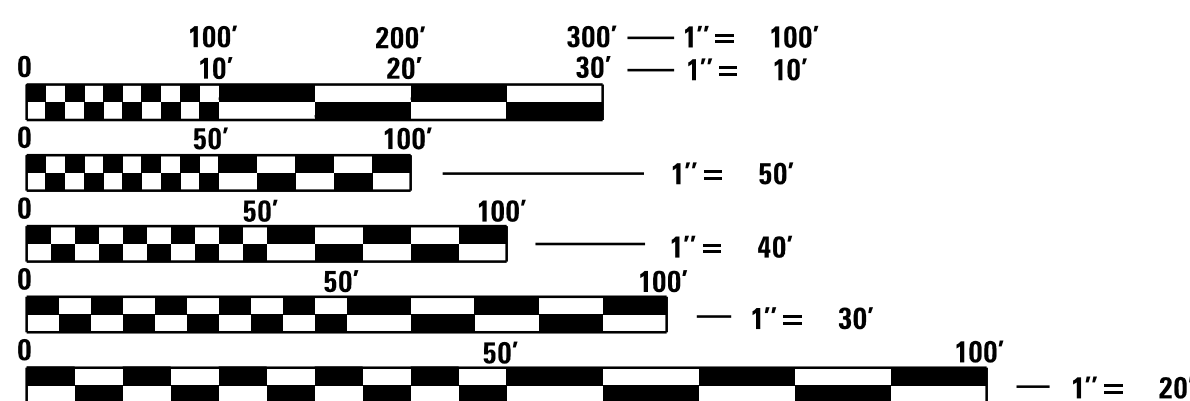
SIGNED: _____
KEVIN L. BELGRAVE, P.E., PTOE
DATE: _____
EXP. 11/30/2017



SIGNED: _____
GREGORY J. HATLESTAD, S.E.
DATE: _____
EXP. 11/30/2017



LOCATION MAP



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123 OR 811

N.T.S.

GROSS LENGTH = 10,288.07 FT. = 1.95 MILE
NET LENGTH = 10,288.07 FT. = 1.95 MILE

**PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS**

CONTRACT NO. 61C67

FINAL SET

FEDERAL AID PROGRAM ENGINEER: FAWAD AQEEL, PE, PTOE, (847) 705-4021 SCHAUMBURG, IL

GENERAL NOTES:

1. THE CONSTRUCTION, INCLUDING MATERIALS USED, OF THIS ACCESS FACILITY SHALL BE IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE MOST RECENT EDITIONS OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AND "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS"; INCLUDING ALL AMENDMENTS AND SUCCESSOR DOCUMENTS TO THE AFOREMENTIONED DOCUMENTS AS PUBLISHED OR ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND/OR LCDOT UNLESS OTHERWISE STATED IN THESE ENGINEERING PLANS.
2. THE CONSTRUCTION OF THIS ACCESS FACILITY SHALL ALSO BE IN ACCORDANCE WITH THE "LAKE COUNTY HIGHWAY ACCESS REGULATION ORDINANCE," LATEST EDITION.
3. THE LAKE COUNTY DIVISION OF TRANSPORTATION SHALL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS IN THESE ENGINEERING PLANS OR FOR ANY ADDITIONAL WORK, WHICH MAY BE NEEDED DUE TO ERRORS OR OMISSIONS IN THESE ENGINEERING PLANS.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR ANY ADDITIONAL WORK, AND ALL COSTS THEREOF, REQUIRED BECAUSE OF ERRORS OR OMISSIONS IN THESE ENGINEERING PLANS AND FOR THE CORRECTION OF ANY CONSTRUCTION, MAINTENANCE, OR SAFETY PROBLEMS, WHICH BECOME APPARENT DURING CONSTRUCTION OR BY INSPECTIONS MADE BY THE RESIDENT ENGINEER OR THE LAKE COUNTY DIVISION OF TRANSPORTATION.
5. THE RESIDENT ENGINEER SHALL BE RESPONSIBLE FOR ESTABLISHING THE PROPER LINES AND GRADES FOR ALL CONSTRUCTION WORK INCLUDING EARTHWORK, PAVING, CURBING, AND DRAINAGE. THE RESIDENT ENGINEER SHALL ALSO BE RESPONSIBLE FOR ALL OTHER ENGINEERING WORK INCLUDING INSPECTIONS AND ANY TESTING REQUIRED BY THE LAKE COUNTY DIVISION OF TRANSPORTATION, AN INSPECTOR, AS PROVIDED OR APPROVED BY THE RESIDENT ENGINEER, SHALL BE PRESENT DURING CRITICAL PHASES OF THE CONSTRUCTION WORK.
6. THE RESIDENT ENGINEER SHALL NOTE ANY CHANGES FROM THESE ENGINEERING PLANS AND SHALL NOTIFY THE PERMIT DEPARTMENT OF THE LAKE COUNTY DIVISION OF TRANSPORTATION ABOUT ANY CHANGES THAT DEVIATE FROM THE INTENT OF THE ENGINEERING PLANS SUCH AS CHANGES IN DRAINAGE, GEOMETRIC PLAN, OR GRADING WORK.

EXISTING UTILITIES:

INFORMATION PRESENTED REGARDING THE LOCATION AND DEPTH OF UTILITY EQUIPMENT (POLES, LINES, WIRES, CABLES, PEDESTALS, TRANSFORMERS, SWITCHGEAR, VALVES, VAULTS, GAS MAIN ETC.) HAS BEEN PROVIDED TO THE ENGINEER BY THE UTILITY COMPANIES.

THE LAKE COUNTY DIVISION OF TRANSPORTATION, AS THE HIGHWAY AUTHORITY OF JURISDICTION, REQUIRES THAT SUCH UTILITY INFORMATION BE DEPICTED ON THIS SET OF ENGINEERING PLANS. THE ENGINEER HAS ENDEAVORED TO ACCURATELY TRANSFER THE INFORMATION PROVIDED BY THE UTILITY COMPANIES ONTO THESE PLANS. UTILITY DEPTH AND LOCATION INFORMATION PROVIDED BY UTILITY COMPANIES SHALL IN NO WAY DIMINISH THE IMPORTANCE OF, NEED FOR, OR MANDATE REGARDING J.U.L.I.E. UTILITY LOCATES.

OWNER:

WAUKEGAN PARK DISTRICT
2211 ERNIE KRUEGER CIRCLE
WAUKEGAN, ILLINOIS 60087
PH: 847-360-4724

ENGINEER:

GEWALT HAMILTON ASSOCIATES, INC.
625 FOREST EDGE DRIVE
VERNON HILLS, ILLINOIS 60061
PH: 847-478-9700
FAX: 847-478-9701

NOTE:

CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR

COMED GENERAL NOTES:

1. TENANT MUST NOT EXCAVATE AND /OR STORE MATERIAL OR CONSTRUCTION EQUIPMENT WITHIN 10 FEET OF THE EXISTING METALLIC AND/OR WOOD STRUCTURES INSTALLED ON LANDLORD PROPERTY. TENANT SHALL CONTACT THE OVERHEAD TRANSMISSION ENGINEERING DEPARTMENT WITH ANY QUESTIONS CONCERNING THIS REQUEST
2. TENANT MUST USE CARE WHEN WORKING ON LANDLORD PROPERTY TO AVOID DAMAGE TO EXISTING FACILITIES AND EQUIPMENT. THE OWNERS OF THE VARIOUS PIPELINES AND /OR OWNERS OF UNDERGROUND FACILITIES SHALL BE CONTACTED BY THE TENANT TO PROVIDE ANY RESTRICTIONS SUCH AS GRADE COVER AND/ OR SPECIFIC PROTECTION AND/OR RESTRICTIONS DURING ANY PENETRATION AND/OR DISTURBING OF THE LANDLORD PROPERTY AND SURFACE.
3. THERE ARE EXISTING BURIED HAND HOLES FOR THE LLR FIBER IN THE AREA. IF THESE HAND HOLES WERE PAVED OVER DURING THE INSTALLATION OF THE BIKE PATH IT POSES A MAINTENANCE CONCERN. SLACK COILS EXIST IN THE HAND HOLES FOR EMERGENCY RESTORATION PURPOSES. THE CABLE ROUTE SHOULD BE LOCATED TO VERIFY THE NEWLY INSTALLED BIKE PATH IS NOT OVER THE CABLE OR HAND HOLES. IF IT IS OVER THE HAND HOLES ACCESS TO THOSE HAND HOLES NEEDS TO BE ADDRESSED BY EITHER REROUTING THE PATH OR OTHER MEANS. THIS APPLIES TO PLAN SE 05-655 AND 06-689.
4. STAGING AND STOCKPILING OF MATERIAL DURING CONSTRUCTION MUST NOT EXCEED TEN (10) FEET IN ELEVATION ABOVE GRADE. CONSTRUCTION EQUIPMENT SHALL NOT BE PLACED ON THE UPPER-MOST SECTIONS OF THE STOCKPILES.
5. TENANT MUST REMOVE ALL SCRUB BRUSH, LIMBS AND/OR TREE TRUNKS FROM THE LEASED PREMISES. BURNING OF VEGETATION, SCRUB BRUSH, LIMBS AND/OR TREE TRUNKS IS NOT PERMITTED.
6. TENANT MUST NOT PLANT TREES WITHIN FIFTEEN (15) FEET OF EXISTING OVERHEAD TRANSMISSION FACILITIES, DISTRIBUTION STRUCTURES OR OTHER LANDLORD'S FACILITIES.
7. TENANT SHALL ONLY PLANT VEGETATION AND /OR TREES THAT WILL NOT EXCEED TEN (10) FEET IN ELEVATION AT MATURITY.
8. ANY DAMAGE TO LANDLORD'S PROPERTY CAUSED BY TENANT SHALL BE REPAIRED AT TENANT'S EXPENSE.
9. TENANT SHALL NOT PLACE OBSTRUCTIONS ON THE LEASED PREMISES THAT MAY RESTRICT LANDLORD'S ABILITY TO ACCESS, OPERATE AND MAINTAIN EXISTING AND FUTURE TRANSMISSION AND DISTRIBUTION FACILITIES. TENANT SHALL NOT LEAVE TRENCHES OPEN OVERNIGHT.
10. DUE TO THE PRESENCE OF LANDLORD'S ELECTRICAL WIRES LOCATED ON THE LEASED PREMISES, NO VEHICLES, EQUIPMENT OR ANYTHING ELSE HAVING A HEIGHT MORE THAN FOURTEEN (14) FEET FROM GRADE LEVEL INCLUDING, BUT NOT LIMITED TO ANY EQUIPMENT ATTACHED TO VEHICLES OR EQUIPMENT SUCH AS ANTENNAS, SHALL BE PLACED, DRIVEN, MOVED OR TRANSPORTED THEREON.
11. TENANT SHALL NOT LEAVE CONSTRUCTION EQUIPMENT AND MATERIALS ON LEASED PREMISES WHEN THERE IS NO WORK ACTIVITY ACTUALLY IN PROGRESS, INCLUDING OVERNIGHT.
12. WHEN WORKING IN THE VICINITY OF LANDLORD'S ELECTRIC DISTRIBUTION/TRANSMISSION LINES DURING INSTALLATION, OPERATION, MAINTENANCE OR OTHERWISE, TENANT SHALL COMPLY WITH OSHA REQUIREMENTS OF A MINIMUM TWENTY (20) FEET WORKING CLEARANCE DISTANCE TO BE MAINTAINED BETWEEN THE BOOMS, ARMS OR OTHER PARTS THAT CAN BE RAISED ON THE EQUIPMENT OF TENANT OR TENANT'S CONTRACTOR AND LANDLORD'S EXISTING 138,000 AND 345,000 VOLT ELECTRIC TRANSMISSION CONDUCTORS. UNDER NO CIRCUMSTANCES SHALL TRUCK BEDS BE RAISED UNDERNEATH LANDLORD'S DISTRIBUTION AND /OR TRANSMISSIONS LINES. THIS PARAGRAPH SHALL BE ADDED TO ANY CONSTRUCTION DRAWINGS.
13. UPON COMPLETION OF TENANT'S PROJECT, TENANT MUST REMOVE ANY EQUIPMENT, CONSTRUCTION DEBRIS AND MATERIAL FROM LANDLORD'S PROPERTY AND RESTORE ANY OTHER DISTURBED AREAS OF THE LANDLORD'S PROPERTY TO THEIR PRE-CONSTRUCTION CONDITION.
14. NO HAZARDOUS MATERIALS MAY BE STORED ON LANDLORDS PROPERTY INCLUDING IN ANY VEHICLE.
15. PRIOR TO AND AT COMPLETION OF THE PROJECT, THE PETITIONER SHALL CONTACT COMED REPRESENTATIVE TINA KOWALCZYK (224) 244-1826.
16. PETITIONER MUST PROVIDE DOCUMENTATION OF INSPECTIONS TO ENVIRONMENTAL SERVICES DEPARTMENT.

INDEX OF SHEETS

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7	OVERALL PLAN
8	TYPICAL TRAIL SECTIONS
9-10	HORIZONTAL CURVE PLAN
11-18	EXISTING CONDITIONS & REMOVAL PLAN
19-28	PLAN AND PROFILE
29	METROPOLITAN AVENUE CROSSING ENLARGEMENT
30	MCAREE ROAD CROSSING ENLARGEMENT
31	BRIDGE ENLARGEMENT
32	LEWIS AVENUE CROSSING ENLARGEMENT
33	BUTRICK STREET CROSSING ENLARGEMENT
34	ROBERT McCLORY PATH ENLARGEMENT
35	BEVIER PARK ENTRANCE ENLARGEMENT
36-40	DRAINAGE ENLARGEMENTS
41-45	LANDSCAPING PLANS
46	MID-BLOCK PATH CROSSING PLAN
47	TRAFFIC SIGNAL INSTALLATION PLAN
48	SCHEDULE OF QUANTITIES, CABLE PLAN & PHASE DESIGNATION DIAGRAM
49	INTERCONNECT PLAN
50	INTERCONNECT SCHEMATIC
51-58	IDOT DISTRICT ONE STANDARD TRAFFIC SIGNAL DESIGN DETAILS
59-61	SUGGESTED CONSTRUCTION ACCESS ROUTE
62	EROSION CONTROL GENERAL PLAN
63-67	EROSION CONTROL PLAN
68-70	LCSMC SOIL EROSION & SEDIMENT CONTROL DETAILS
71	LCFPD STANDARD DETAILS
72	GENERAL PLAN AND ELEVATION
73	GENERAL DATA
74	APPROACH SLAB DETAILS
75	ABUTMENT DETAIL
76	METAL SHELL PILE DETAILS
77	SOIL BORING LOGS
78-113	CROSS SECTIONS

HIGHWAY STANDARDS

000001-06	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
001001-02	AREAS OF REINFORCEMENT BARS
001006	DECIMAL OF AN INCH AND OF A FOOT
424016-02	MID-BLOCK CURB RAMPS FOR SIDEWALKS
442201-03	CLASS C AND D PATCHES
515001-03	NAME PLATE FOR BRIDGES
542001-05	CONCRETE END SECTIONS FOR PIPE CULVERTS 15" (375MM) THRU 84" (2100MM) DIAMETER
601001-05	PIPE UNDERDRAINS
602011-02	CATCH BASIN, TYPE C
604036-03	GRATE, TYPE 8
606001-06	CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
701001-02	OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5M) AWAY
701006-05	OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5M) TO 24" (600MM) FROM PAVEMENT EDGE
701011-04	OFF-ROAD MOVING OPERATIONS, 2L, 2W, DAY ONLY
701101-05	OFF-ROAD OPERATIONS, MULTILANE, 15' (4.5M) TO 24" (600MM) FROM PAVEMENT EDGE
701106-02	OFF-ROAD OPERATIONS, MULTILANE, MORE THAN 15' (4.5M) AWAY
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701427-04	LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS < 40 MPH
701501-06	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701606-10	URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN
701801-06	SIDEWALK CORNER OR CROSSWALK CLOSURE
701901-05	TRAFFIC CONTROL DEVICES
720001-01	SIGN PANEL MOUNTING DETAILS
720006-04	SIGN PANEL ERECTION DETAILS
780001-05	TYPICAL PAVEMENT MARKINGS

IDOT DISTRICT ONE DETAILS

TS-05	STANDARD TRAFFIC SIGNAL DESIGN DETAILS
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LAKE COUNTY FOREST PRESERVES



GHA GEWALT HAMILTON ASSOCIATES, INC.

FILE NAME =	USER NAME = JRoberts	DESIGNED - MKH	REVISED -
4905-002gennote.dgn		DRAWN - PJS	REVISED -
GHA* 4905.000	PLOT SCALE = 1:1	CHECKED - AS	REVISED -
gennote_02	PLOT DATE = 3/30/2016	DATE -	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**GENERAL NOTES
LYONS WOODS TRAIL**

SCALE: SHEET 1 OF 2 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	14-F3000-04-BT	LAKE	112	2
CONTRACT NO. 61C67				
ILLINOIS FED. AID PROJECT				