



LAKE COUNTY FOREST PRESERVES  
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Preservation, Restoration, Education and Recreation

**DATE:** May 1, 2017

Agenda Item # 9.7

**MEMO TO:** Carol Calabresa, Chair  
Planning Committee

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

**RECOMMENDATION:** Recommend approval of a Resolution approving an Amendment to an Intergovernmental Agreement with the County of Lake for the construction of the Millennium Trail and dedication of Right-of-Way along Russell Road adjacent Van Patten Woods.

**STRATEGIC DIRECTION SUPPORTED:** Public Access and Connections

**FINANCIAL DATA:** There is no financial impact at this time.

**BACKGROUND:** The District is working with the Lake County Division of Transportation (LCDOT) to construct a one-mile section of the Millennium Trail along Russell Road connecting Pines Dunes and Van Patten Woods Forest Preserves. LCDOT has previously completed the western 0.5 mile section of this proposed connection from old US Route 41 east to within 0.05 mile of the entrance to Van Patten Woods. The District is currently planning to construct the remaining 0.05 mile within the LCDOT right-of-way along Russell Road. When complete, this segment of the Millennium Trail will connect the Des Plaines River Trail and equestrian parking lot at Van Patten Woods with the recently completed trails at Pine Dunes.

During the final stages of engineering in early 2017, it was determined that permanent drainage structures would be required to terminate on District property outside of the LCDOT right-of-way along Russell Road. LCDOT is requesting a permanent easement at the termination point of these drainage structures to provide access for future maintenance. The Intergovernmental Agreement for this project was approved on November 15, 2015. The attached resolution would approve an amendment to the Intergovernmental Agreement that would grant the requested easement to the County.

Construction is expected to begin in May 2017 with an anticipated completion in late fall 2017.

**REVIEWED BY OTHERS:** Executive Director, Chief Operations Officer, Corporate Counsel

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR MAY MEETING  
MAY 9, 2017**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** present herewith "A Resolution approving an Amendment to an Intergovernmental Agreement with the County of Lake for the construction of the Millennium Trail and dedication of Right-of-Way along Russell Road adjacent to Van Patten Woods Forest Preserve," and request its approval.

**PLANNING COMMITTEE:**

Date: 5-1-2017  Roll Call Vote: Ayes: \_\_\_ Nays: \_\_\_  
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL  
AGREEMENT WITH THE COUNTY OF LAKE FOR THE CONSTRUCTION OF THE  
MILLENNIUM TRAIL AND DEDICATION OF RIGHT-OF-WAY ALONG RUSSELL  
ROAD ADJACENT TO VAN PATTEN WOODS FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the "District") owns property that is adjacent to Russell Road in Lake County, Illinois known as Van Patten Woods Forest Preserve; and

**WHEREAS**, the District has entered into an Intergovernmental Agreement with the County, regarding dedication of right-of-way to the County for the expansion of the right of way of Russell Road and operational and maintenance responsibilities for the Russel Road section of the Millennium Trail (the "Agreement"); and

**WHEREAS**, the County has requested that the District approve an amendment to the Agreement (the "Amendment"), pursuant to which the District would grant a permanent easement to the County to allow for the future maintenance, repair and replacement of three District-installed storm sewers; and

**WHEREAS**, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements upon, under and across District property for the construction, operation, and maintenance of public services, such as public roads; and

**WHEREAS**, the District has adopted an Ordinance Regarding Licenses and Easements for Public Services (the "Ordinance") which sets forth the general requirements for the issuing of easements; and

**WHEREAS**, it is in the best interests of the District to approve the Amendment in substantially the form attached hereto;

**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 part of this Resolution by this reference.

Section 2. Approval of Easement Agreement. The Amendment is hereby approved in substantially the form attached hereto. The President, Secretary and Executive Director of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the Amendment in substantially the form attached hereto. In the event that any provision of the Amendment conflicts with the Ordinance, the conflicting provision of the Ordinance is hereby waived.

**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 \_\_\_\_\_, 2017

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

**First Amendment to  
Intergovernmental Agreement by and between  
Lake County Forest Preserve District  
and County of Lake  
(Russell Road Shared Use Path and Widening)**

This **First Amendment to Intergovernmental Agreement** (this “First Amendment”) is made as of this \_\_\_ day of \_\_\_\_\_ 2017 (the “Effective Date”), by and between the County of Lake, an Illinois body politic and corporate, acting by and through its Chair and County Board (the “County”), and the Lake County Forest Preserve District, an Illinois body politic and corporate, acting by and through its President and Board of Commissioners (“LCFPD”).

**Section 1. Recitals.**

A. The County and the LCFPD have previously entered into an intergovernmental agreement dated November 10, 2015 (the “Agreement”), providing for (i) the County’s acquisition of land for a shared use path, (ii) the conveyance by the LCFPD to the County of fee simple interest in certain land (defined in the Agreement as the “Dedication Parcels”) to expand the right-of-way of Russell Road and to accommodate additional improvements to Russell Road, and (iii) construction by the LCFPD of a portion of the shared use path.

B. The LCFPD’s construction of the New Trail Segment requires an extension of an existing County culvert under Russell Road, installation of additional storm sewer and associated grading to ensure proper drainage of the right-of-way. Said culvert extension, storm sewer and associated grading will impact LCFPD property adjacent to the Russell Road right-of-way. As the LCFPD desires that the County continue to maintain the culvert and that the County maintain the new storm sewer to be installed to facilitate drainage associated with the roadway and construction of the New Trail Segment, it is necessary for the LCFPD to grant an easement for public road purposes to the County to allow for maintenance of said culvert, storm sewer and drainage.

C. The County and the LCFPD are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and are authorized by that Act and Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes, in the manner provided for in this Agreement.

**Section 2. Amendments.**

A. **Section 1.G.** Section 1.G of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1.G (additional language is double underlined, deleted language is ~~stricken through~~):

**G.** To accommodate future road improvements to the Right-of-Way, including the Future County Path, the County desires that LCFPD dedicate to the County (i) within two years of the Effective Date, fee simple interest in a 10-foot strip of land within Van Patten Woods Forest Preserve that is adjacent to, and to the south of, the Right-of-Way (the "**Dedication Parcels**"), ~~and~~ (ii) in the future, if the County Engineer determines pursuant to engineering studies that it is required to accommodate future road improvements and/or the Future County Path, fee simple interest in an additional 10-foot strip of land within the Van Patten Woods Forest Preserve that is adjacent to, and to the south of, the Dedication Parcels (the "**Future Parcels**"), ~~and~~ (iii) a non-exclusive permanent easement for public road purposes to allow for future maintenance, repair, and/or replacement of storm sewer improvements initially installed by LCFPD (the "Permanent Easement") in, on, and under a portion of Van Patten Woods Forest Preserve approximately 20 feet in width and 155 feet in length and generally depicted on Exhibit B as the "Permanent Easement Premises." The Dedication Parcels, ~~and~~ Future Parcels, ~~and~~ Permanent Easement Premises are generally depicted on **Exhibit B**.

**B. Section 3.A.** Section 3.A of the Agreement is hereby deleted in its entirety and replaced with the following new Section 3.A (additional language is double underlined, deleted language is ~~stricken through~~):

**A. Dedication Parcels.** After the Acquisition, the County shall prepare and deliver to the LCFPD a plat of dedication or other instrument pursuant to which LCFPD shall dedicate the Dedication Parcels to the County and grant the Permanent Easement in the Permanent Easement Premises to the County (the "Plat of Dedication"). The final configuration of the Dedication Parcels and the Permanent Easement Premises depicted in the Plat of Dedication will be subject to the approval of the County's County Engineer and the LCFPD's Executive Director, who shall not unreasonably withhold or delay their approval. After its approval, LCFPD shall execute the Plat of Dedication and deliver it to the County. The County will cause the Plat of Dedication to be recorded. Thereafter, the Dedication Parcels will be deemed to be part of the Right-of-Way and the Lake County Highway System and the County will maintain, repair, and replace the storm sewer improvements within the Permanent Easement Premises. If the County does not deliver a Plat of Dedication for the Dedication Parcels to LCFPD for its review within two (2) years after the Effective Date of this Agreement, then LCFPD will have no obligation to dedicate the Dedication Parcels to the County.

**C. Section 5.A.** Section 5.A of the Agreement is hereby deleted in its entirety and replaced with the following new Section 5.A (additional language is double underlined, deleted language is ~~stricken through~~):

**A. County Obligations and Rights.** At all times the County shall (i) maintain, operate and control all portions of the Right-of-Way and all roadway

improvements thereon, except for the New Trail Segment and Existing Path Segment and (ii) have the unrestricted right to use the Right-of-Way for public roadway purposes, including roadway improvements that are deemed necessary or appropriate in the sole and exclusive judgment of the County's County Engineer, and to allow use of the Right-of-Way by other entities as provided for in the Ordinances. However, both the LCFPD District and the County desire that the Existing Path Segment and New Trail Segment remain open in perpetuity for recreational use to the general public and to provide connections to the Future County Path and other public paths in Lake County. Therefore, in the exercise of its rights described in this Section, the County shall not remove or substantially impact the Existing Path Segment or the New Trail Segment unless the County Engineer and the LCFPD's District's Executive Director, after participating in good faith discussions, have determined in writing that there are no reasonable alternatives that will accomplish the County's goals without removing or substantially impacting the Existing Path Segment or the New Trail Segment. The County shall (i) indemnify and defend LCFPD from and against, and hold LCFPD harmless from, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively, "Claims") alleged to arise from any negligent act or omission of the County related to its use of the Permanent Easement Premises, (ii) cause each contractor engaged by the County to perform any work within the Easement Premises to indemnify and defend LCFPD from and against, and hold LCFPD harmless from, any and all Claims alleged to arise from any negligent act or omission of such contractor related to its use of the Easement Premises, and (iii) obtain and maintain, and cause its contractors to obtain and maintain, adequate insurance coverage to protect LCFPD and satisfy its indemnification obligations under this Agreement.

**Section 3. Exhibit B.**

The Agreement is hereby amended by deleting Exhibit B in its entirety and replacing it with Exhibit B attached to this First Amendment.

**Section 4. Agreement in Full Force and Effect; Definitions.**

Except as herein modified or amended, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Capitalized terms used in this First Amendment shall have the same definitions as set forth in the Agreement to the extent such capitalized terms are defined therein and are not defined differently in this First Amendment.

***[Signature Page Follows]***

**Attest:**

By: \_\_\_\_\_  
Secretary

**Lake County Forest Preserve District**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

**Recommended for Execution**

\_\_\_\_\_  
County Engineer/Director of  
Transportation

**County of Lake**

**Attest:**

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chair  
Lake County Board

Date: \_\_\_\_\_



**Exhibit B**

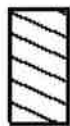
**Depiction of Trail Frontage Acquisition Parcels, Dedication Parcels,  
Future Parcels, and Permanent Easement Premises**

# Exhibit B

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.

ESRI Basemap

## Legend



Dedication Parcels: 0.9 Acres



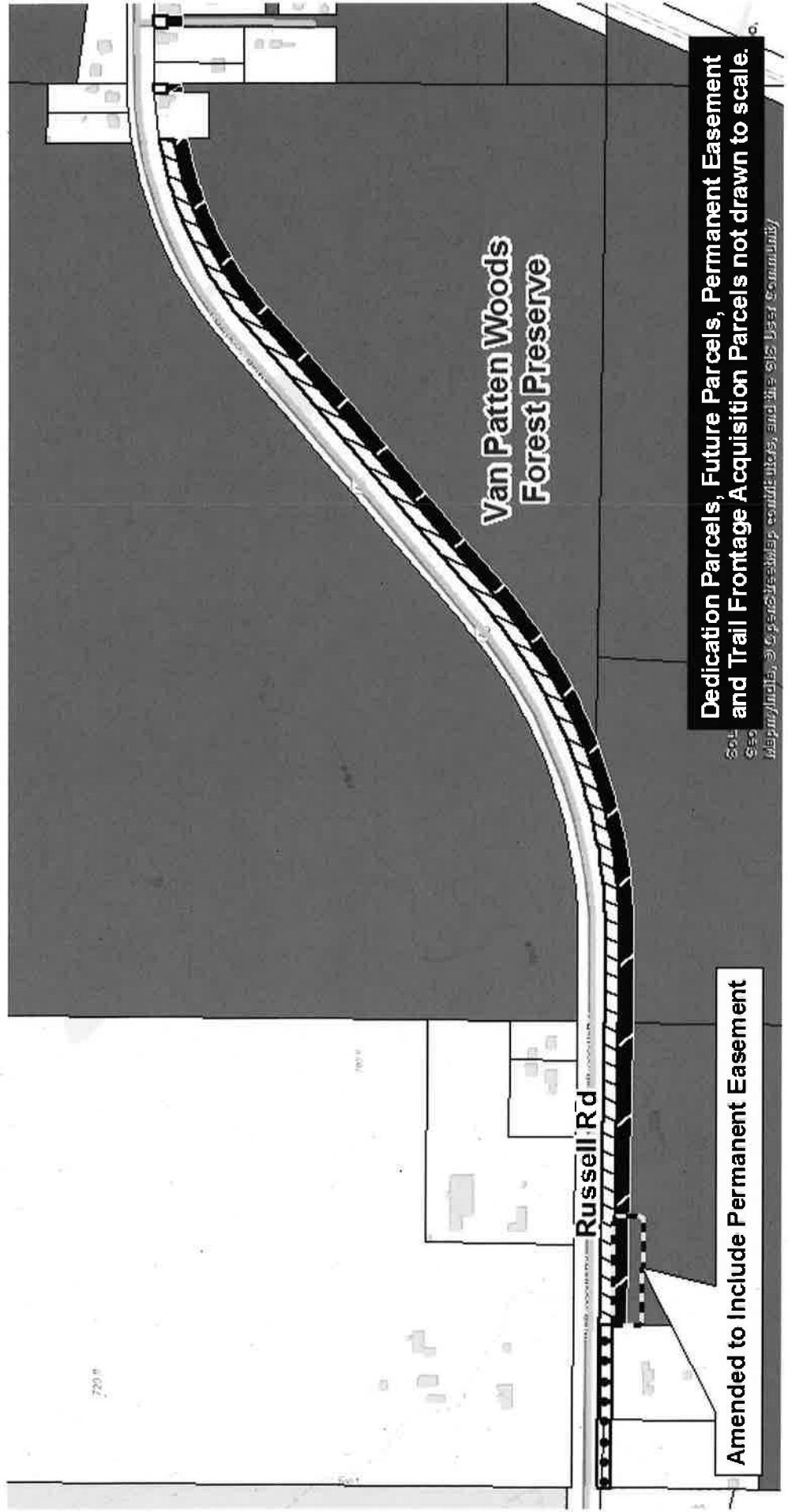
Future Parcels: 0.9 Acres



Permanent Easement: 0.07 Acres



Trail Frontage Acquisition Parcels



Lake County Forest Preserve District  
1886 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
www.lcfd.org

Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60086-4357  
847-377-2373

Map Prepared 26 April 2017