



LAKE COUNTY FOREST PRESERVES  
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Preservation, Restoration, Education and Recreation

**DATE:** June 5, 2017

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

**FROM:** John E. Nelson  
Director of Operations and Infrastructure

**RECOMMENDATION:** Recommend approval of a Resolution approving a First Amendment to an Intergovernmental Agreement with the County of Lake regarding the Deerfield Road Bike Path.

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

**FINANCIAL DATA:** The District will be responsible for routine maintenance of approximately 1,500 additional feet of multi-use trail. The operational cost impact is estimated to be approximately \$2,500.00 per year. The County will remain responsible for the long-term capital maintenance of the trail.

**BACKGROUND:** On November 10, 2009, the District approved an Intergovernmental Agreement with the County of Lake that allowed for the construction of the Deerfield Road Bike Path between Thornmeadow Road westward to the Des Plaines River Trail via a new bicycle/pedestrian bridge over the Des Plaines River. Construction of the path required dedication of right-of-way and a temporary easement from the District and off-site compensatory storage on District-owned land off of Estonian Lane in Vernon Township.

Currently, the County owns and maintains the path in the right-of-way and the District owns and maintains the Des Plaines River Trail and the portions of the path on District property.

Following the opening of the path to the public users, including pedestrians and bicyclists, the County and District were contacted by nearby residents expressing a desire to also use the path for equestrian access to the Des Plaines River Trail. The County is agreeable to allowing equestrian users on the portion of the path from Thornmeadow Road to the Des Plaines River Trail if the District performs the routine maintenance of the path. Staff recommends that a first amendment to the intergovernmental agreement be approved to revise the routine maintenance responsibilities and allow this equestrian connection.

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



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

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO AN AGREEMENT  
WITH THE COUNTY OF LAKE REGARDING THE DEERFIELD ROAD BIKE PATH**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) owns certain property located in Vernon Township in the vicinity of Deerfield Road, known as the Des Plaines River Trail; and

**WHEREAS**, the County of Lake (the “County”) constructed a portion of its Deerfield Road Bike Path (the “Path”) along the south side of Deerfield Road (County Highway 11) from Thornmeadow Road westward and across the Des Plaines River via a new bridge to connect with the existing Des Plaines River Trail; and

**WHEREAS**, The County and the District have previously entered into an agreement dated December 11, 2009 (the “Agreement”), providing for (i) the conveyance by the District to the County of right-of-way and a temporary easement and (ii) construction and maintenance by the County, within such right-of-way, of public road improvements and a segment of the Path; and

**WHEREAS**, pursuant to the Agreement, the County currently performs all maintenance of the Path and equestrian use of the Path is not allowed; and

**WHEREAS**, the District staff and County staff have negotiated the First Amendment to the Agreement, in the form attached hereto, which would (i) allow equestrian use on the Path and (ii) require the District to perform certain maintenance of the Path (the “First Amendment”); and

**WHEREAS**, the County and the District 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;

**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 First Amendment. The First Amendment is hereby approved, in substantially the form attached hereto. The President of the District is hereby authorized and directed to execute the First Amendment 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 \_\_\_\_\_, 2017.

AYES:

NAYS:

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

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Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

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Julie Gragnani, Secretary  
Lake County Forest Preserve District

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

**First Amendment to  
Agreement Between  
the County of Lake and the Lake County Forest Preserve District  
for the Right of Way and Temporary Easement and  
Compensatory Storage for the Deerfield Road Bike Path Along  
the South Side of Deerfield Road (County Highway 11)**

**This First Amendment to 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 (the “District”).

**Section 1. Recitals.**

A. The County and the District have previously entered into an agreement dated December 11, 2009 (the “Agreement”), providing for (i) the conveyance by the District to the County of right-of-way and a temporary easement and (ii) construction by the County within such right-of-way and easement, for construction and maintenance of a segment of the Deerfield Road Bike Path along the south side of Deerfield Road (County Highway 11) from Thornmeadow Road westward and across the Des Plaines River bicycle/pedestrian bridge to connect with the existing Des Plaines River Trail (the “Path”).

B. Pursuant to the Agreement, the County currently performs all maintenance of the Path.

C. The District desires to amend the Agreement to allow equestrian use on the Path. The County is willing to allow such equestrian use, if the Agreement is amended to revise the Parties’ maintenance and indemnification obligations, as provided in this First Amendment.

D. The County and the District 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 8.** Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 8:

8. The County shall (i) own the portions of the PATH on County property and (ii) perform, or cause to be performed all maintenance of all portions of the PATH that are not located on District property, except for that portion of the PATH located on County property and generally depicted on EXHIBIT C as the

“EQUESTRIAN COUNTY PORTION” and (iii) perform, or cause to be performed, all CAPITAL MAINTENANCE for the EQUESTRIAN COUNTY PORTION. “CAPITAL MAINTENANCE” includes items such as correcting structural deficiencies in the PATH; replacement, resurfacing, and seal coating of the PATH; maintenance of pavement markings if initially placed by the County; maintenance of guardrail, fences and railings serving the PATH; removal of graffiti from County signage and all other visible surfaces upon notice from the District; re-grading and re-establishment of ditches and removal and replacement of culverts to maintain drainage; upon notice from the District, removal of trees that may be considered dangerous because of disease, split limbs, excessive lean, or similar conditions; replacement and reinstallation of damaged or end-of-life County-owned signage (including all bike path crossing signs and advanced warning signs). The County shall perform, or cause to be performed, CAPITAL MAINTENANCE at no cost to the District in perpetuity.

**B. Section 9.** Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 9:

Notwithstanding any County ordinance, rule, or regulation, the County shall not prohibit the use of the EQUESTRIAN COUNTY PORTION for use by persons riding horses. Upon its completion, the District shall (i) own and be responsible for all maintenance, at no expense to the County, of that portion of the PATH located on District owned property and (ii) perform, or cause to be performed, ROUTINE MAINTENANCE of the EQUESTRIAN COUNTY PORTION. “ROUTINE MAINTENANCE” shall include items such as ensuring daily accessibility; removal of debris, garbage, and animal waste from the PATH; maintenance and replacement of pavement markings if initially placed by the District; removal of graffiti from District signage; repair of potholes, ruts and other abrupt vertical abnormalities in the PATH surface; cleaning landscape waste materials from ditches and culverts to maintain drainage; performing landscaping maintenance such as mowing the grass areas adjacent to the PATH regularly during the growing season; removal of vegetation affecting travel along the PATH or obscuring visibility of signs or limiting sight distance at intersections; where practical, maintaining clear of vegetation or other obstructions the area that is within, and within five (5) feet in of each side of, the impervious portion of the PATH, up to fifteen (15) feet in height above the surface of the PATH (the “MAINTENANCE ZONE”); keeping areas around signs and other PATH appurtenances clear; performing maintenance of any District landscaping enhancements. ROUTINE MAINTENANCE does not include, and the District is not required to perform, but may perform, line-trimming or weed-whipping, as a part of mowing; landscape maintenance of the PATH beyond the MAINTENANCE ZONE; snow plowing, ice removal, and salting (and the District shall repair any damage to the PATH because of snow plowing, ice removal, or salting). The District shall perform, or cause to be performed, ROUTINE MAINTENANCE at no cost to the County in perpetuity.

If the District hires a contractor to perform ROUTINE MAINTENANCE, the District shall notify the County and require each such contractor to provide proof of adequate insurance sufficient to reasonably indemnify the County, its officials, agents, employees, and representatives, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively, "CLAIMS") arising from and relating to the contractor's alleged negligent performance of the ROUTINE MAINTENANCE. The insurance limits required to be provided by any contractor shall be as reasonably determined by the County.

**C. Section 10.** Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 10:

- (a) The District shall indemnify, defend and hold harmless the County, its officials, agents, employees and representatives from and against, any and all CLAIMS arising from and relating to the District's negligent performance of ROUTINE MAINTENANCE.
- (b) The County shall indemnify, defend and hold harmless the District, its officials, agents, employees and representatives from and against any and all CLAIMS arising from and relating to the County's negligent performance of CAPITAL MAINTENANCE.
- (c) Nothing in this Section 10 will be deemed to waive any statutory or common law immunity available to either the County or the District.

**Section 3. Exhibit C.**

The Agreement is hereby amended by adding to it Exhibit C in the form attached hereto.

**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 C

## General Depiction of County Equestrian Portion

