



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: June 4, 2018

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 Intergovernmental Agreement with the Village of Third Lake (Village) for gravel surfacing of an existing trail connection at Rollins Savanna Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections; Leadership

FINANCIAL DATA: The Village will reimburse the District for all material costs for the construction and a portion of the labor costs up to a maximum of \$30,000.00. The District will provide the remaining labor through the use of its in-house construction crew. The current cost for all design, permitting, labor, equipment and material is estimated at \$48,190.00. To cover the up-front cost for material purchases, funding was allocated and approved as part of the FY2017/18 budget in the amount of \$30,000.00 which will be reimbursed by the Village (account # 20104100-803200-61310).

BACKGROUND: The District owns and operates gravel trails within Rollins Savanna Forest Preserve. One of those trails is connected to Lake Avenue, within the Village, via a grass trail. Due to occasional wet and sometimes muddy conditions, the grass trail is inaccessible certain times of the year. The Village has received numerous requests from residents to provide a dryer, more accessible, surface for this trail connection. For several years the Village has requested that the District consider converting the connecting grass trail to gravel.

In January 2016, the District received a letter from the Village formally requesting the gravel trail surfacing and committing \$30,000.00 towards construction costs. As part of the FY 2017/18 budget discussions, the District approved the project and allocated \$30,000.00 within the Capital Improvement Plan. The Village and District staff have negotiated a mutually acceptable Intergovernmental Agreement that sets forth the Village's financial commitment and the District's staff commitment to prepare the construction plans, secure all permits, construct and administer the trail surfacing project.

The construction will occur in the fall 2018 and is estimated to take approximately two weeks to complete, weather permitting.

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

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF THIRD LAKE FOR GRAVEL SURFACING OF AN
EXISTING TRAIL CONNECTION AT ROLLINS SAVANNA FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a forest preserve commonly known as Rollins Savanna Forest Preserve (the “Preserve”); and

WHEREAS, the District owns and operates trails within the Preserve, portions of which are gravel and portions of which are grass, including a grass segment (the “Grass Segment”) that connects a gravel portion of a trail to Lake Avenue within the Village of Third Lake (the “Village”); and

WHEREAS, the Village has requested the District convert the surface of the Grass Segment to gravel, because it is inaccessible at certain times of the year due to wet and muddy conditions (the “Conversion”) and the Village has offered to contribute toward the cost of the Conversion; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and the Village may contract or otherwise associate among themselves in any 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 and the Village, may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

WHEREAS, it is in the best interests for the District to enter into an intergovernmental agreement with the Village in substantially the form attached hereto as Exhibit A, pursuant to which (i) the District will prepare the construction plans for, secure all permits for, administer, and complete the Conversion and (ii) the Village will reimburse the District for all material costs and a portion of the labor costs for the Conversion, up to a maximum of \$30,000.00 (the “Agreement”);

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 as Exhibit A. The President, Executive Director and Secretary are authorized and directed to execute on behalf of the District the Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by such Agreement.

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 _____, 2018

AYES:

NAYS:

APPROVED this ____ day of _____, 2018

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Exhibit A
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 (the "Effective Date"), by and between the VILLAGE OF THIRD LAKE (the "Village") and the LAKE COUNTY FOREST PRESERVE DISTRICT (the "District"), the Village and the District each known individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties are authorized to contract with each other in any manner not prohibited by law or ordinance, and to exercise, combine or transfer any power or function in any manner not prohibited by law, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*); and,

WHEREAS, the Village and the District believe that it is in the best interest of their residents and in furtherance of the public health, safety and welfare to construct a gravel trail that connects the existing trails at Rollins Savanna Forest Preserve to Lake Avenue, as more specifically described herein as the Project; and

WHEREAS, the Parties have determined that it would be to their mutual advantage to cooperate with respect to the Project and desire to set forth the roles and responsibilities of each Party in connection therewith.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Preambles. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Project. The Project shall consist of the construction of a gravel trail approximately 790 feet in length, and shall be located on the District's property, all as shown on Exhibit "A" attached hereto (the "Site Plan") and incorporated herein.

Section 3. Preparation of Plans; Construction of Project. The District shall be responsible for preparing the plans and specifications for the Project, which shall be provided to the Village President for his review and comment. The Village President shall approve or provide any comments it may have within 20 days of receipt of said plans and specifications. If the Village President does not approve the District's plans for the Project within 90 days after the Effective Date, this Agreement will terminate without liability or further obligation to either Party.

The District shall take all necessary actions to cause the construction of the Project, either by performing the work in-house or awarding one or more contracts, all in accordance with the approved plans and specifications and all applicable laws. The District shall use its best efforts to complete construction of the Project, weather permitting, no later than the later of (i) November 30, 2018, (ii) 90 days after the plans for the Project are approved.

The Village hereby grants a license to the District to use a portion of the parking area between North Lake Avenue and the proposed trail, which area is depicted on Exhibit "B" attached hereto and such other areas of Village property as reasonably agreed to by the Village President for a staging area or for ingress and egress for the Project (the "Staging/Ingress & Egress Plan"). For such use, the District may close the Parking Area to public use temporarily, upon reasonable advance notice to the Village. The Village represents that the "Trail Construction Access Roads" identified on Exhibit C are available for use by the District's, or its contractors' and suppliers', trucks and construction equipment for the delivery of equipment and materials to the Project site or, if such Trail Construction Access Roads are not available, the Village will cause them, or other reasonable ingress and egress, to be available for the Project.

Section 4. Financing the Project. All costs associated with the construction of the Project, including, but not limited to, plan preparation, engineering services, and costs for labor, materials and equipment ("Project Costs") shall be paid by the District when due, subject to reimbursement from the Village as set forth herein. A preliminary cost estimate is attached hereto as Exhibit "D" (the "Cost Estimate") and incorporated herein. While such estimate is preliminary, the Parties agree to the hourly rate for "Construction Labor (Crew + Eqpt.," stated therein.

The Village agrees to reimburse the District for Project Costs up to a maximum amount of \$30,000. The District shall be responsible for any Project Costs above the maximum amount.

The District's request for reimbursement of Project Costs shall be made at one time, upon completion of the Project. To establish a right of reimbursement, the District shall submit a written statement setting forth the amount of reimbursement requested and the specific costs for which reimbursement is sought. The request shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the Village reasonably requires. The Village reserves the right to examine all records relating to all costs paid and/or incurred by the District. In addition, the Village reserves the right to inspect the Project and confirm that it has been completed in accordance with the plans and specifications and applicable law prior to approving the request for reimbursement.

The Village shall have thirty (30) days after receipt of the request for reimbursement to approve or disapprove such request. If disapproved, the Village shall provide the District an explanation as to why such the request was disapproved. If the request is disapproved, the District shall submit such additional information or documentation as requested by the Village in order to approve the request and the Village shall process the request as described above.

Section 5. Maintenance of the Project. The District shall be fully responsible for the maintenance and repair of the Project and the Village shall have no responsibility for said maintenance and repair or for the cost thereof. The District agrees to keep the Project in good condition and repair and in compliance with all applicable laws.

Section 6. Indemnification. To the fullest extent permitted by law, and to the extent allowed pursuant to the District's coverage provided by the Park District Risk Management Agency ("PDRMA"), which is the risk pool that the District is a member of, the District hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or

3in consequence of the performance of this Agreement by the District, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the District shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the District shall, at its own expense, satisfy and discharge the same.

Section 7. Insurance. The District shall maintain its standard coverage with PDRMA throughout the performance of the Project.

Section 8. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement.

Section 9. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The Village at:

Village of Third Lake
87 North Lake Avenue
Third Lake, Illinois 60030

Attention: Village President

B. The District at:

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048

Attention: Executive Director

C. To such other person or place which any Party hereto, by its prior written notice, shall designate for notice to it from any other Party hereto.

Section 10. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 11. Integration. This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

Section 12. Assignment. None of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of all of the other Parties. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

Section 13. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 14. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by any other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 15. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 16. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 17. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF THIRD LAKE

By: _____
Gary Beggan, President

ATTEST:

Patricia Beggan, Village Clerk

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Ann B. Main, President

ATTEST:






Julie Gragnani, Secretary

EXHIBIT "A"

SITE PLAN

Exhibit A

Legend

-  Forest Preserve Boundary
-  Millennium Trail & Greenway
-  Forest Preserve Trails
-  Grass to Gravel Trail Conversion: 790'
-  Third Lake Village Hall



Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfd.org

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

0 175 350 700 Feet

2015 Aerial Photo

Map Prepared 1 May 2018

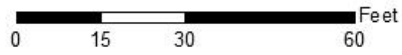


EXHIBIT "B"

STAGING/INGRESS & EGRESS PLAN

Exhibit B

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfd.org



Legend

- Forest Preserve Boundary
- Village of Third Lake Property
- Existing Trail
- Staging / Ingress & Egress Area

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.

2017 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 21 May 2018

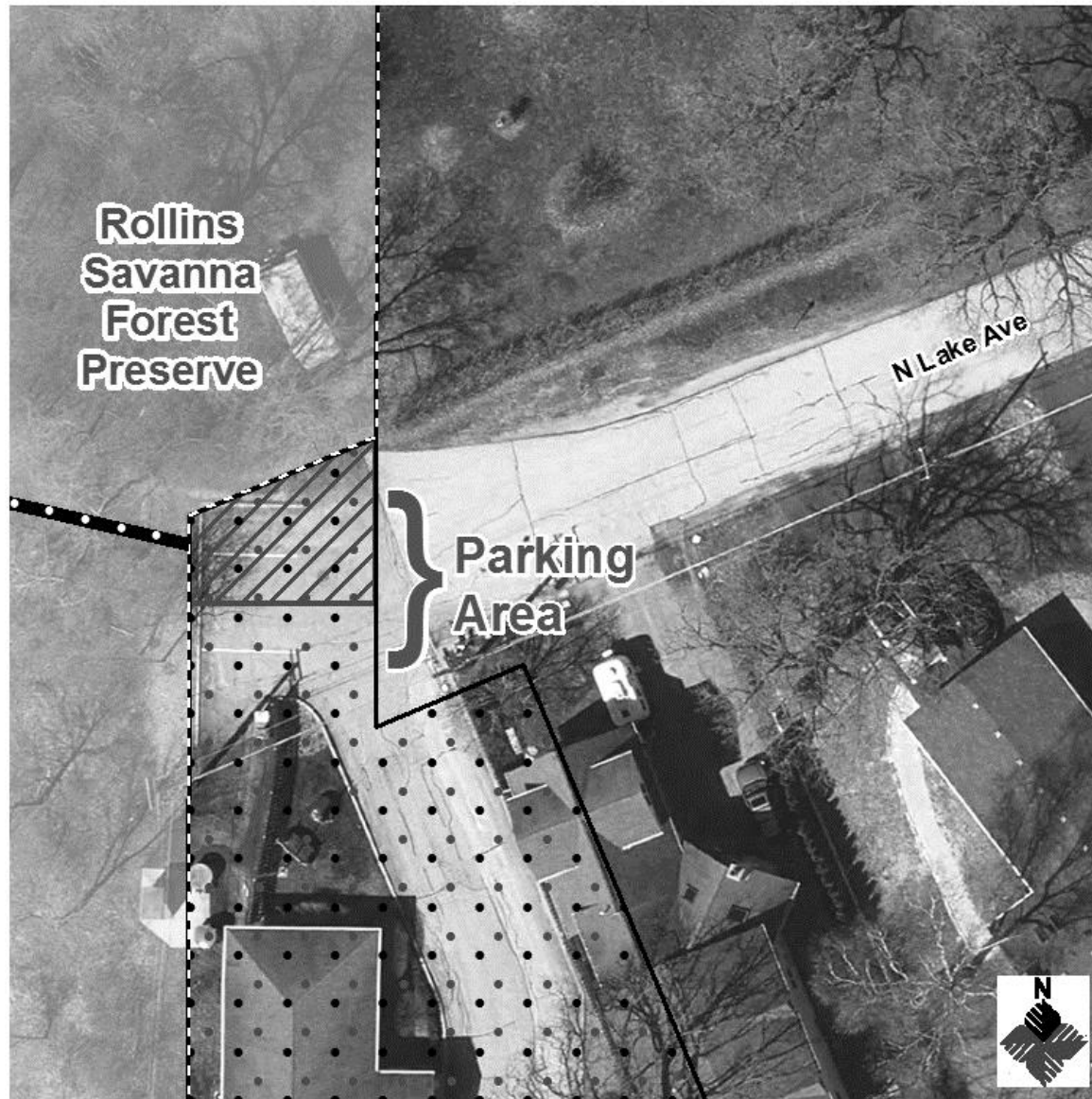





EXHIBIT "C"

TRAIL CONSTRUCTION ACCESS ROADS

Exhibit C

Legend

-  Forest Preserve Boundary
-  Trail Construction Access Roads
-  Existing Trails



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1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfd.org

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

0 250 500 1,000 Feet

2017 Aerial Photo

Map Prepared 21 May 2018

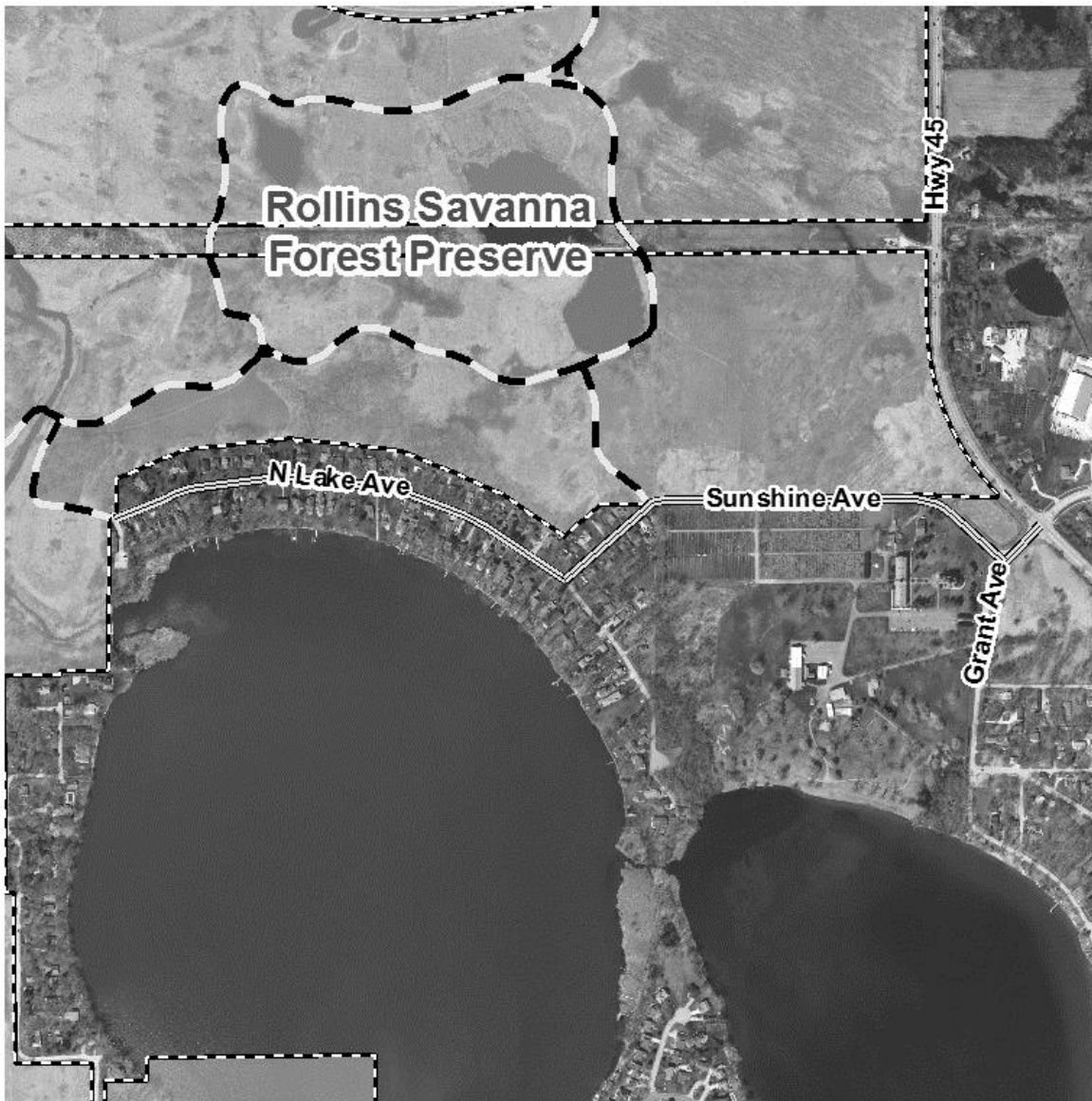


EXHIBIT "D"
COST ESTIMATE

Exhibit D

COST ESTIMATE

This preliminary cost estimate is based on a Trail length of 785' by 9' wide.

QNTY	ITEM	UNIT	EACH	EXTENSION
200	CA-6, Grade 9, 5"	TON	\$16	\$3,200
120	FA-21, 3"	TON	\$15	\$1,800
100	CA-1, Variable Depth	TON	\$30	\$3,000
500	Geotextile Underlay	SY	\$2	\$1,000
50	Low Maintenance Fescue Mix	LB	\$3	\$150
1100	Erosion Control Blanket	SY	\$2	\$2,200
800	Silt Fence	LF	\$3	\$2,400
80	Construction Labor (Crew + Eqpt.)	HR	\$375	\$30,000
1	LCSMC Permits	LS	\$3,000	\$3,000
1	Permit Preparation	LS	\$1,440	\$1,440
				\$48,190