



DATE: June 28, 2021

MEMO TO: Terry Wilke, Chair
Planning Committee

Agenda Item# 10.4

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

RECOMMENDATION: Recommend approval of an Ordinance approving an Intergovernmental Agreement with the Village of Long Grove (Village) and the County of Lake (County) for Buffer Plantings at Buffalo Creek Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections, Leadership.

FINANCIAL DATA: The estimated cost of the purchase and installation of the buffer plantings is \$90,000.00. As its contribution, the District would purchase the trees and shrubs to be installed, in an amount not to exceed \$30,000. The Village and County will split evenly the cost of installation, estimated to be \$60,000 in total. The funding for the purchase of the District's portion will come from the approved FY2021 CIP annual preserve tree planting fund with an estimated budget of \$186,154.00.

BACKGROUND: In October 2016, the District and the County entered into an intergovernmental agreement and license agreement that granted a license to the County for the construction and operation of a wetland mitigation bank on the western-most portion of Buffalo Creek Forest Preserve. As part of the mitigation bank plan, several low quality trees and shrubs were removed to establish the proposed wetland restoration areas. Also included in the mitigation bank work was the construction of approximately 1.1 miles of new trails with two neighborhood connections to the County Club Estates subdivision to the north. Since completion of the wetland bank project in 2018, the County, the District, and the Village have received several complaints from Country Club Estates residents that the tree removals have opened up unwanted views to Lake Cook Road and that the noise from the road has increased within their neighborhood.

Since receiving these complaints, the County, the Village and the District staffs have met several times to discuss ways to address the resident concerns. In an effort to respond to those concerns, District staff prepared a preliminary buffer planting plan that would screen the unwanted views and possibly reduce some of the noise and a cost estimate for implementing that plan.

In November 2020, the Planning Committee reviewed a Policy Direction and authorized staff to negotiate a mutually acceptable intergovernmental agreement with the Village and the County.

Staff recommends that the District enter into an Intergovernmental Agreement with the County and the Village, pursuant to which:

- Consistent with the concept plan attached to the Intergovernmental Agreement, the District will prepare a final landscape plan that identifies the plant species, size, quantity and location of the proposed buffer plantings (Buffer Plantings);
- The District will purchase the Buffer Plantings and deliver them to the site (capped at \$30,000);
- The Village and County will each pay for 50% of the installation cost of the Buffer Plantings;
- The County will obtain all necessary approvals for the Buffer Plantings without reimbursement from the District or the Village – these will include approvals needed from the Army Corps of Engineers because of the existing wetland mitigation bank; and
- The County will solicit a proposal from its contractor for the installation of the Buffer Plantings pursuant to the final landscape plan.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JULY MEETING
JULY 14, 2021**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “An Ordinance Approving an Intergovernmental Agreement with the Village of Long Grove and the County of Lake for Buffer Plantings at Buffalo Creek Forest Preserve,” and requests its approval.

PLANNING COMMITTEE:

Date: 6-28-2021 Roll Call Vote: Ayes: ___ Nays: ___
 Voice Vote Majority Ayes; Nays: 0

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

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF LONG GROVE AND THE COUNTY OF LAKE
FOR BUFFER PLANTINGS AT BUFFALO CREEK FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns property that is commonly known as Buffalo Creek Forest Preserve (the “Preserve”); and

WHEREAS, the County of Lake (the “County”), through its Division of Transportation (“LCDOT”), recently completed a wetland mitigation bank within the western portion of the Preserve (the “WMB”) pursuant to a license agreement between the District and the County dated October 11, 2016, and amended effective as of January 30, 2017 (the “License Agreement”); and

WHEREAS, as part of the WMB installation, the County removed several low quality trees and shrubs to establish the proposed wetland restoration areas; and

WHEREAS, the District, the Village of Long Grove (the “Village”), and the County desire to supplement the landscaping within the WMB with additional tree and shrub plantings within a portion of the WMB project site pursuant to an intergovernmental agreement, in substantially the form attached hereto (the “Intergovernmental Agreement”); and

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

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance by this reference.

Section 2: Approval of the Intergovernmental Agreement. The Intergovernmental Agreement is hereby approved in substantially the form attached hereto. The President, Executive Director and Secretary are authorized and directed to execute on behalf of the District the Intergovernmental Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by such Intergovernmental Agreement. To the extent that the Intergovernmental Agreement is inconsistent with the License

Agreement, the Intergovernmental Agreement will be deemed to be an amendment to the License Agreement.

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

PASSED this ____ day of _____, 2021

AYES:

NAYS:

APPROVED this ____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

CERTIFICATE

I, William R. Balling, the duly appointed Deputy Village Clerk of the Village of Long Grove, Lake County, Illinois do hereby certify that, as such Deputy Village Clerk, I am a duly authorized keeper of records of and for the Village of Long Grove and the attached Village of Long Grove Resolution No. 2021-R-10 dated June 8, 2021 is a true and correct copy of such Resolution as it is retained in the files of the Village, and, to the best of my knowledge, it is true and correct in its contents.

Date: June 18, 2021

William R. Balling

William R. Balling
Village Deputy Clerk
Village of Long Grove
Lake County, Illinois

Village of Long Grove
3110 Old McHenry Road
Long Grove, IL 60047



**VILLAGE OF LONG GROVE
RESOLUTION NO. 2021-R-10**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
INSTALLATION OF BUFFER PLANTING AT BUFFALO CREEK FOREST PRESERVE
AND RESCINDING APPROVAL OF A PRIOR INTERGOVERNMENTAL AGREEMENT
RELATING TO BUFFALO CREEK FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the "**District**"), the County of Lake through its Division of Transportation (the "**County**"), and the Village of Long Grove (the "**Village**") have investigated opportunities for enhancing landscaping within the District's Buffalo Creek Forest Preserve ("**BCFP**") to afford a better visual screen (the "**Screening**") between Lake Cook Road and residential properties in the Village (and particularly within the Country Club Estates subdivision); and

WHEREAS, the District, County, and Village have provisionally identified a plan for the Screening, a cost estimate therefor, and a plan for sharing such costs; and

WHEREAS, in furtherance thereof, the Village Board previously adopted Resolution No. 2020-R-34 (the "**Prior Resolution**") approving a proposed intergovernmental agreement between the Village, the County, and the District to provide for installation of the Screening and to address other matters relating to the Screening and BCFP; provided, however, that any material revisions to such proposed agreement would be presented to the Village Board for further consideration; and

WHEREAS, since the Village Board's adoption of the Prior Resolution, the County and the District have requested material changes to the proposed intergovernmental agreement; and

WHEREAS, the Village, County, and District currently contemplate entering into an intergovernmental agreement in substantially the form attached hereto as Exhibit A (the "**IGA**") in order to effect the Screening and address various related matters; and

WHEREAS, pursuant to the IGA, the Village would commit to contribute up to \$30,000.00 towards certain costs of installing the Screening; and

WHEREAS, the Country Club Estates property owners' association ("**CCE**") has indicated its willing to contribute \$15,000.00 to defray up to 50% of the Village's share of Screening costs under the IGA ("**CCE Contribution**"); and

WHEREAS, the President and Board of Trustees of the Village (the "**Village Board**") have determined that, subject to the conditions set forth below, it will be in the best interests of the Village and its residents, and particularly the residents of CCE, to rescind the approvals previously granted by the Prior Resolution and approve the IGA in form attached as Exhibit A hereto;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Long Grove, Lake County, Illinois, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Rescission of Prior Resolution; Approval; Authorizations.

A. **Rescission of Prior Resolution.** The Prior Resolution and the approvals granted thereby are hereby rescinded and shall be of no further force or effect.

B. **Approval.** Subject to the terms and conditions of Subsection C of this Section, the Village Board hereby approves the IGA in substantially the form attached hereto as Exhibit A and in a final form approved by the Village Manager in consultation with the Village Attorney. However, if the County or District seek material revisions to the IGA, then the IGA as revised shall be presented to the Village Board for further consideration.

C. **Conditions of Approval; Authorizations; CCE Contribution.**

1. The Village Board hereby authorizes the Village President to execute the IGA as approved by this Resolution; provided, however, that the Village President shall not execute the IGA until CCE has deposited \$15,000.00 for the CCE Contribution with the Village. Upon receipt of such deposit, the Village shall hold the CCE

Contribution in trust, separate and apart from other Village funds, and apply it only towards payment of up to 50% of the Village's share of Screening costs under the IGA. The Village Manager shall cause an accounting of all disbursements from the CCE Contribution and Village payments under the IGA to be provided to CCE upon request, and any unused balance from the CCE Contribution shall be returned to CCE within 30 days after the Village makes its final payment as required under the IGA. If CCE does not deliver its \$15,000.00 deposit to the Village within 21 days after the approval of this Resolution, then the matter of funding of the Village's share of the Screening costs shall be presented to the Village Board for further consideration before execution of the IGA.

2. Following the Village President's execution of the IGA, the Village Board hereby authorizes and directs the Village President and/or Village Manager to deliver the signed IGA to the District and the County and to do all things necessary and appropriate to perform the Village's obligations under the IGA.

SECTION THREE: Continued Cooperation. The Village President and Village Manager are hereby authorized and directed to continue discussions with the District and/or the County regarding availability of parking for BCFP and maintenance of the Screening to be installed pursuant to the IGA.

SECTION FOUR: Effective Date. This Resolution shall be in effect from and after its passage and approval in the manner provided by law.


PASSED this 8th day of June, 2021.

AYES: (5) Trustees Borawski, Kritzmire, Michaud, O'Connor, and O'Reilly

NAYS: (0)

ABSENT: (0)

APPROVED this 8th day of June, 2021.


Village President

ATTEST:

William R. Ballu DEPUTY
Village Clerk

EXHIBIT A

IGA

**INTERGOVERNMENTAL AGREEMENT FOR
INSTALLATION OF BUFFER PLANTING
AT BUFFALO CREEK FOREST PRESERVE**

This INTERGOVERNMENTAL AGREEMENT FOR INSTALLATION OF BUFFER PLANTING AT BUFFALO CREEK FOREST PRESERVE (the "**Agreement**") is hereby entered into by and between the VILLAGE OF LONG GROVE, a non-home rule municipality located in Lake County, Illinois (the "**Village**"), the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate, organized and existing under the Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq. (the "**District**"), and the COUNTY OF LAKE, an Illinois body politic and corporate, organized and existing under the Illinois Counties Code, 55 ILCS 5/1-1001, et seq. (the "**County**") (collectively, the Village, the District, and the County are hereinafter referred to as the "**Parties**") as of this ____ day of _____, 2021 (the "**Effective Date**"). In consideration of the mutual promises and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Recitals.

A. The District owns the Buffalo Creek Forest Preserve (the "**BCFP**"), which is located partially within the corporate limits of the Village, with the remainder thereof located within the unincorporated area of the County.

B. The County has recently completed construction of a wetland mitigation bank (the "**WMB**") within the BCFP, pursuant to a license agreement between the District and the County originally dated October 11, 2016, and amended effective as of January 30, 2017 (the "**WMB License Agreement**") and in accordance with a contract between the County and Semper Fi Land Services Inc. (the "**County's WMB Contractor**"). As part of the WMB project, the County undertook certain improvements to convert former agricultural fields into a sustainable natural condition including the creation of 25 acres of wetlands, the restoration of 37 acres of upland prairie, and the construction of over one mile of new trails. Said improvements have resulted in the removal of vegetation that had previously afforded a buffer for certain properties within the Village from Lake Cook Road.

C. The Village desires to supplement the landscaping within a certain portion of the WMB (the "**Buffer Planting Project Area**"), which area is generally depicted on Exhibit 1 (the "**Preliminary Landscape Plan**") attached hereto and made a part hereof, to provide an additional buffer for certain properties within the Village from Lake Cook Road. The District and the County are willing to provide such supplemental landscaping as provided in this Agreement.

D. The Parties desire to cooperate to achieve the foregoing objectives in accordance with the terms and conditions set forth in this Agreement.

Section 2: Supplemental Landscaping.

A. Overview. The parties desire to install supplemental landscaping (the "**Supplemental Landscaping**") within the Buffer Planting Project Area in general conformity with the Preliminary Landscape Plan. The plant materials for the Supplemental Landscaping, with a

one-year warranty (the "**Plant Materials**"), are estimated to cost \$30,000.00 or less, and the cost of installing, watering, and warranting the work to install the Supplemental Landscaping is estimated to be \$60,000.00 or less. In addition, installation of the Supplemental Landscaping will require permits and approvals from the U.S. Army Corps of Engineers (the "**USACE Approvals**").

B. County Undertakings. In furtherance of providing Supplemental Landscaping within the Buffer Planting Project Area, the County (through its Division of Transportation ("**LCDOT**")) agrees to:

1. Cooperate with the District's preparation of the Final Landscape Plan (defined below) for the Supplemental Landscaping as provided in Section 2.C.1 of this Agreement.
2. Seek all necessary USACE Approvals, without reimbursement from the District or the Village.
3. Upon receipt of the USACE Approvals, solicit a proposal from the County's WMB Contractor for a change order to the existing contract between the County and County's WMB Contractor (an "**Installation Change Order**") pursuant to which County's WMB Contractor would agree to (i) install the Supplemental Landscaping, including the Plant Materials that will be depicted in the Final Landscape Plan, in accordance with the Final Landscape Plan during a time period commencing on approximately March 1, 2022, and ending on approximately May 15, 2022, (ii) provide for up to four (4) waterings of the Plant Materials following such installation, (iii) warranty, for one year, the workmanship of its installation of the Supplemental Landscaping (which warranty will not extend to the life or health of the Plant Materials) (the "**Work Warranty**"), (iv) install any necessary Replacement Plant Material (as defined in Section 2.E) in accordance with the Final Landscape Plan, and (v) accept for such installation, watering, and warranty the sum of unit prices multiplied by actual Supplemental Landscaping units installed (the "**Supplemental Landscaping Installation Price**") in a total amount not to exceed \$60,000.00. The Parties estimate that the Installation Change Order will be awarded during the fall of 2021 (contingent upon outside factors including whether the County is able to obtain and, if so, the timing of obtaining, the USACE Approvals).
4. In cooperation with the District, perform, or cause to be performed oversight of the County's WMB Contractor and the Installation Change Order, including for compliance with the Final Landscape Plan.
5. Pay for 50% of the Supplemental Landscaping Installation Price, currently estimated by the Parties to be less than or equal to \$30,000.00.

C. District Undertakings. In furtherance of providing Supplemental Landscaping within the Buffer Planting Project Area, the District agrees to:

1. At its cost and through one or more contracts (collectively, the "**Materials Contract**"), procure and have delivered to the Buffer Planting Project Area, the Plant Materials depicted in the Final Landscape Plan that will be installed pursuant to the Installation Change Order (which the Parties expect to be the Plant Materials identified on Exhibit 1), all for a total contract price (the "**Plant Materials Price**") that is less than or equal to \$30,000.00. The District also warrants, for a period of one year, that, if the County's WMB Contractor has performed the four (4) waterings as required by the Installation Change Order, the Plant Materials will be free of dead or dying branches and branch tips and bear foliage of normal density, size and color (the "**Materials Warranty**"). The District is not required to procure or deliver mulch or other non-plant materials that will be part of the Supplemental Landscaping.
2. Prepare or cause to be prepared a "**Final Landscape Plan**" for the Supplemental Landscaping that is (i) compliant with the USACE Approvals, (ii) consistent with the Preliminary Landscaping Plan, and (iii) intended to result in a Supplemental Landscaping Installation Price not greater than \$60,000.00 and a Plant Materials Price not greater than \$30,000.00. The Final Landscape Plan shall be subject to the review and approval of the County Engineer and the Village Administrator.
3. Cooperate with the County in the submission of such additional plans and materials necessary to assist with securing the USACE Approvals.
4. In cooperation with the County, perform, or cause to be performed oversight of the County's WMB Contractor and the Installation Change Order, including for compliance with the Final Landscape Plan.

D. Village Undertakings. In furtherance of providing Supplemental Landscaping within the Buffer Planting Project Area, the Village agrees to pay for 50% of the Supplemental Landscaping Installation Price, currently estimated by the Parties to be less than or equal to \$30,000.00, as follows:

1. After the County's award of the Installation Change Order, and within thirty (30) days after receipt of an invoice from the County, the Village shall pay to the County a lump sum amount equal to ninety-five percent (95%) of the Village's 50% share of the Supplemental Landscaping Installation Price, currently estimated by the Parties to be \$28,500.00 or less and
2. After the County's WMB Contractor completes the installation of the Supplemental Landscaping pursuant to the Installation Change Order, and within thirty (30) days after the receipt of an invoice from the County, the Village shall pay to the County the remaining five percent (5%) of the Village's 50% share of the Supplemental Landscaping Installation Price, currently estimated by the Parties to be \$1,500.00 or less.

E. Warranty Claims. If the installation of the Supplemental Landscaping breaches the Work Warranty, and the Village notifies the County of such breach prior to the expiration of the Work Warranty, then the County shall cause the County's WMB Contractor to comply with such warranty. If the Plant Material breaches the Materials Warranty, and the Village notifies the District of such breach prior to the expiration of the Material Warranty, then (i) the District shall procure and deliver to the Buffer Planting Project Area new Plant Material to replace the Plant Material that breaches the Materials Warranty (the "**Replacement Plant Material**") and (ii) the County will cause the WMB Contractor to install the Replacement Plant Material. Other than the obligations in this Subsection, the County and the District will have no other cure, maintenance, or replacement obligations with respect to the Supplemental Landscaping, including the Plant Material.

F. Parties' Mutual Obligations.

1. Good Faith Negotiations; Termination. If the County does not obtain the USACE Approvals within one year after the Effective Date, then any Party may terminate this Agreement and no Party will have any further obligations hereunder. If (i) the County is unable to procure an Installation Change Order that has a Supplemental Landscaping Installation Price equal to or less than \$60,000.00 or (ii) the District is unable to procure a Materials Contract that has a Plant Materials Price equal to or less than \$30,000.00, then the Parties shall discuss in good faith whether there are mutually acceptable changes to the Final Landscape Plan, Installation Change Order, or Materials Contract that may result in such prices and, if so, the Parties shall make such changes and the County or the District (as the case may be) shall attempt again in good faith to procure such contracts. If, despite such good faith efforts, (i) the County is unable to procure an Installation Change Order that has a Supplemental Landscaping Installation Price equal to or less than \$60,000.00 or (ii) the District is unable to procure a Materials Contract that has a Plant Materials Price equal to or less than \$30,000.00 (including, without limitation, because of a shortage of plant materials), then, after January 31, 2022, any Party may terminate this Agreement and no Party will have any further obligations hereunder.
2. Inspection and Approval of Materials. Within fourteen (14) days after the County notifies the other Parties that the Supplemental Landscaping, including the Plant Material, is fully installed, the Parties shall meet at the Buffer Planting Project Area and inspect the Supplemental Landscaping, including the Plant Materials, to determine whether (i) the Supplemental Landscaping has been installed in accordance with the Installation Change Order and (ii) the Plant Materials comply with the Plant Materials identified in the Final Landscape Plan. After the Parties, through the County Engineer, the District Executive Director, and the Village Manager (or their designees), determine in writing that the Supplemental Landscaping has been installed in accordance with the Installation Change Order (the "**Work Acceptance**"), the term of the Installation Warranty shall commence. After (i) the Work Acceptance and (ii) the Parties, through the County Engineer, the District Executive Director, and the Village Manager (or their designees), determine in writing that the Plant Materials comply with the Plant Materials

identified in the Final Landscape Plan, the term of the Materials Warranty shall commence.

Section 4: Entire Agreement. All understandings and agreements, whether written or oral, heretofore had between the Parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement concerning the Supplemental Landscaping and other matters set forth herein. Neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by both Parties. This Agreement does not amend or supersede the WMB License Agreement.

Section 5: Representation. Each of the Village, the County, and the District represents that the person signing this Agreement on its behalf has the authority and the legal right to make, deliver, and perform this Agreement.

Section 6: Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) via e-mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt, or (d) on the date that an e-mail is sent, provided that such e-mail is also delivered by one of the other manners set forth in subparts (1) – (3) of this Section. 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 the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (e.g., facsimile) may be acceptable subject to written confirmation of both the transmission and receipt of the notice. Nothing in this Section will be deemed to invalidate a notice that is actually received. Notice recipients shall be:

For the District:

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
Attention: Executive Director
E-Mail: akovach@lcfpd.org

With a copy to:

Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash
Suite 2100
Chicago, IL 60611-3607
Email: mnorton@burkelaw.com

For the County:

Lake County Division of Transportation

Attn: County Engineer
600 W. Winchester Road
Libertyville, IL 60048
E-Mail:sschneider2@lakecountyil.gov

With a copy to:

Lake County State's Attorney
18 N. County Street
Waukegan, IL 60085
Attention: Civil Division
Email: ggunnarsson@lakecountyil.gov

For the Village:


Village of Long Grove
Attn: Village Manager
3110 RFD
Long Grove IL 60047
E-Mail:bballing@longgroveil.gov

Section 7: Enforcement. Each and any of the Parties may seek to enforce this Agreement or any of its terms in an action at law or in equity filed in the 19th Judicial Circuit, Lake County, Illinois.


[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the Effective Date.

VILLAGE OF LONG GROVE

By: 
Its: Village President

ATTEST:



LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Angelo D. Kyle
President

ATTEST:

Julie Gragnani
Secretary

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
County Engineer/Director of Transportation
Lake County

COUNTY OF LAKE

By: _____
Sandy Hart
Lake County Board Chair

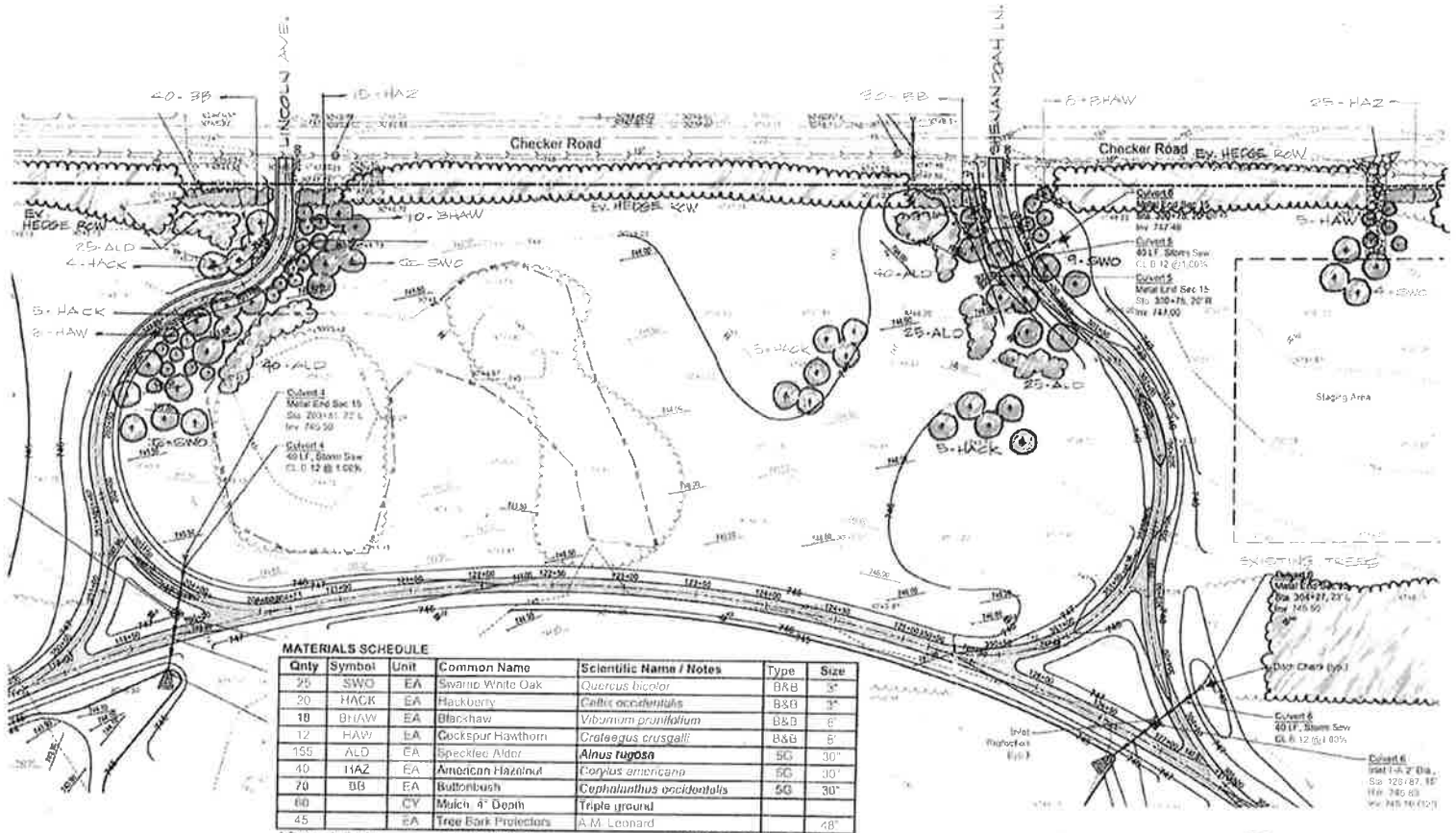
ATTEST:

Robin M. O'Connor
Lake County Clerk

Date: _____

EXHIBIT 1

Preliminary Landscape Plan



Preliminary Landscape Plan
 Checker Road Buffer Planting
 Buffalo Creek Forest Preserve

* Owner shall select, purchase and deliver to site all plant material. Other materials supplied by Contractor.
 * All plants to be warranted by Contractor to be live and vigorous for one year from approved completion.

