

VILLAGE OF LONG GROVE
RESOLUTION NO. 2021-R-__

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LONG GROVE AND LAKE COUNTY
FOREST PRESERVE FOR THE INSTALLATION OF PARKING
AT OLD HICKS ROAD AND CHECKER ROAD**

WHEREAS, the Lake County Forest Preserve District (the “*District*”) owns and operates the Buffalo Creek Forest Preserve (“*BCFP*”), which is located near the intersection of Checker Road and Old Hicks Road in the Village of Long Grove (the “*Village*”); and

WHEREAS, the Village has found that users of the BCFP have parked haphazardly in the vicinity of BCFP, including illegally along Checker Road and Old Hicks Road lying north of Checker Road; and

WHEREAS, the Village and the District have assessed ways to provide safer parking for persons using the BCFP, and have determined that parking spaces could be established along the paved drive on Old Hicks Road extended south of Checker Road (the “*BCFP User Parking*”); and

WHEREAS, in order to establish the BCFP User Parking, the Village and District have negotiated an “Intergovernmental Agreement for Installation of Parking (Old Hicks Road)” (the “*IGA*”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the IGA provides for shared responsibilities for the BCFP User Parking between the Village and the District, including the installation of the BCFP User Parking consistent with the Concept Parking Plan attached as Exhibit 1 to the IGA; and

WHEREAS, pursuant to the IGA, the Village would be responsible for, *inter alia*, the cost of materials for the installation of the BCFP User parking in an amount not to exceed \$10,000.00; and

WHEREAS, the President and Board of Trustees of the Village (the “*Village*”

Board') have determined that approving the IGA will be in the best interests of the Village and its residents;

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: Approval; Authorizations.

(a) The Village Board hereby approves the IGA in substantially the form attached to this Resolution as **Exhibit A**; provided, however, that the Village President may, in consultation with the Village Manager and Village Attorney, approve modifications to the IGA to satisfy the District so long as such modifications do not materially alter the undertakings of the Village.

(b) The Village Board hereby approves the expenditure of not to exceed \$10,000.00 for the cost of materials as set forth in the IGA.

(c) The Village President and Village Clerk (or a Deputy Clerk) are hereby authorized to sign and attest the IGA on behalf of the Village upon confirmation of approval of the IGA by the District.

(d) The Village President, Village Clerk, Village Manager (or the Manager's designee), Village Attorney, and Village Engineer are hereby authorized and directed to take all actions necessary to perform the terms of the IGA and effect the establishment of the BCFP User Parking.

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

PASSED this _____ day of September, 2021.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this _____ day of September, 2021.

Village President

ATTEST:

Village Clerk

EXHIBIT A

IGA

**INTERGOVERNMENTAL AGREEMENT FOR
INSTALLATION OF PARKING
(Old Hicks Road)**

This INTERGOVERNMENTAL AGREEMENT FOR INSTALLATION OF PARKING (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**”), and 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**”) (collectively, the Village and the District 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 Parties have found that users of the BCFP have parked haphazardly in the vicinity of BCFP, including illegally along Checker Road and Old Hicks Road lying north of Checker Road.

C. The Parties desire to provide for safe parking for persons using the BCFP (“**BCFP User Parking**”).

D. After examining options for locating BCFP User Parking, the Parties have identified the paved drive along Old Hicks Road extended south of Checker Road (the “**Southerly Drive**”) as a location for the BCFP User Parking, which would be established in general conformity with the concept plan attached hereto as Exhibit 1 (the “**Concept Parking Plan**”). The District acknowledges that the Southerly Drive is regularly utilized in connection with the so-called Village soccer fields located westerly of the Southerly Drive, and nothing in this Agreement is intended to limit or otherwise affect the use or availability of the Southerly Drive for its existing purposes.

E. The Parties desire to cooperate to achieve the BCFP User Parking along the Southerly Drive in general conformity with the Concept Parking Plan and the terms hereinafter set forth.

Section 2: Establishing the BCFP User Parking.

A. The District’s Undertakings. The District will cause ten (10) spaces for the BCFP User Parking [including one (1) accessible parking space] to be established along the westerly side of the Southerly Drive as more particularly set forth in Section 2.C of this Agreement. The District will provide all labor and (subject to Section 2.B hereof) all materials necessary for the establishment of the BCFP User Parking pursuant to the preceding sentence (the “**Work**”).

B. The Village's Undertakings. The Village will make the right-of-way for the Southerly Drive available for the establishment and maintenance of the BCFP User Parking. In addition, the Village shall reimburse the District for the cost of materials for establishing the BCFP User Parking, which reimbursable amount shall not exceed \$10,000.00. The Village shall deliver such reimbursement payment(s) to the District within 35 days after (i) the District delivers receipts or invoices for materials relating to the Work, and (ii) the Work is completed in accordance with Section 2.C of this Agreement.

C. Details of the Work. The Work shall be completed in conformity with the Concept Parking Plan, modified and conditioned as follows:

1. The "existing gate" identified on the Concept Parking Plan shall remain in place (the "**Northerly Gate**"). As part of the Work, the District shall install a second gate (the "**Southerly Gate**") at the location of the "Re-Located Steel Gate" depicted on the Concept Parking Plan.
2. The Work shall establish the BCFP User Parking without interfering with the existing pavement width or use of the Southerly Drive (except for temporary disruption that might arise during the prosecution of the Work).
3. The District shall cause signage to be prepared and installed as identified on or consistent with the Concept Parking Plan, as well as signage setting forth the hours during which the BCFP User parking shall be available. In no event shall such parking be available before 6:00 a.m. or after 9:00 p.m. on any day. The text for all such signage shall be subject to the approval of the Village.
4. The District shall apply for and secure one or more permits from the Village for the Work, as required under the Village Code. The Village shall issue any required permit to the District without cost or expense; provided, however, that the Concept Parking Plan shall be established in accordance with specifications approved by the Village Engineer.
5. After undertaking the Work, the District shall request an inspection from the Village Engineer. Upon satisfactory inspection of the Work, the Work shall be deemed completed.

Section 3: Operation and Use of the BCFP User Parking.

A. Use of BCFP User Parking. It is the intention of the Parties that the BCFP User Parking shall be used for the patrons of the District's BCFP. As shown on the Concept Parking Plan, the District shall install signage reflecting this limitation. The Village and the District shall have the right (but not the obligation) to enforce such limitation. To the extent necessary, the Village hereby delegates to the District the authority to patrol and enforce the parking restrictions reflected on the signage relating to the BCFP Use Parking.

B. Operation and Maintenance of the Northerly Gate. The District shall be responsible for opening and closing the Northerly Gate to allow for the use of the BCFP User Parking consistent with Section 2.C.3 of this Agreement. The District shall provide the Village with any

keys or other device(s) necessary for the operation of the Northerly Gate, and the Village reserves the right to open and close the Northerly Gate in conformity with the posted signage and this Agreement; provided that the Village may open or close the Northerly Gate at such other times that the Village determines may be necessary or convenient to serve the public health, safety, or welfare. The Village shall be solely responsible for the operation of the Southerly Gate.

C. Maintenance of BCFP User Parking. The Village agrees to provide maintenance to the BCFP User Parking in the same manner as, and as part of the periodic maintenance of, the Southerly Drive. Nothing herein shall limit the District from undertaking maintenance on the BCFP User Parking as it deems necessary or desirable, subject to prior notice and consent of the Village.

D. Insurance; Liability. The Parties shall each maintain general liability insurance of not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in aggregate to guard against liability claims relating to the establishment, maintenance, and use of the BCFP User Parking. Such insurance may be provided through pooling or other arrangements authorized pursuant to 745 ILCS 10/9-103, and the aforesaid coverage limitations may be achieved through umbrella coverages.

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 BCFP User Parking 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.

Section 5: Representation. Each of the Village 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@lcpd.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 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

ATTEST:

By: _____

Its: _____

LAKE COUNTY FOREST PRESERVE DISTRICT

ATTEST:

By: _____

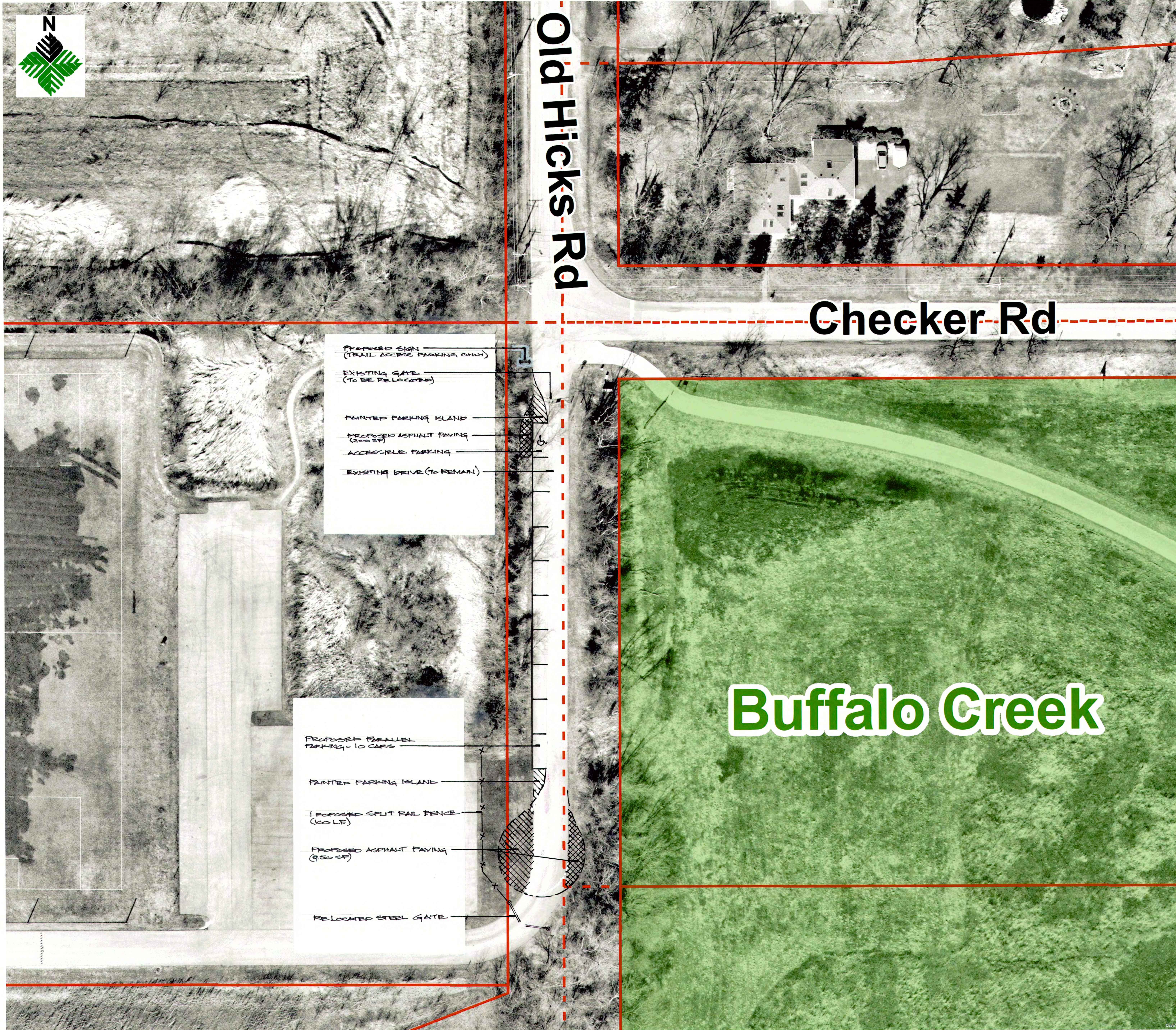
Angelo D. Kyle
President

Julie Gagnani
Secretary

EXHIBIT 1

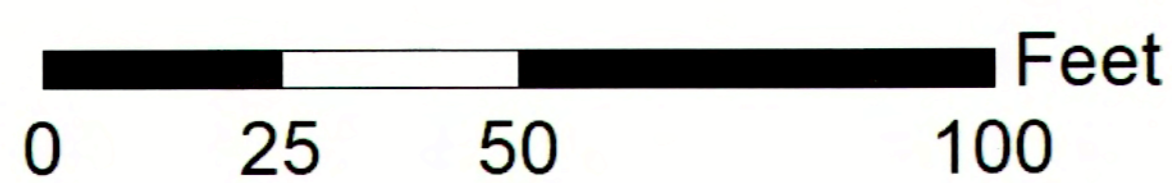
Concept Parking Plan

Old Hicks at Checker



Lake County Forest Preserve District
 1899 W Winchester Rd
 Libertyville, Illinois 60048
 847-968-3351
 www.lcfdp.org

1 inch = 20 feet



Legend

- Forest Preserve Property
- PINs
- ROW PINs

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.

2021 Aerial Photo

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

Map Prepared 14 June 2021