

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**”) (the Village and the District may hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**”) 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 Lake County.

B. The Parties have found that certain users of the BCFP have parked illegally 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 additional lawful parking and convenient access for persons using the BCFP (“**BCFP Additional Parking**”) and intend that the BCFP Additional Parking be used exclusively for persons using BCFP.

D. After examining various options, the Parties have identified, as a location for the BCFP Additional Parking, an existing paved entrance drive (the “**Southerly Drive**”) that runs generally between BCFP (which is on the east side of the Southerly Drive) and certain real property owned by the Village (the “**Village Property**”) (which is on the west side of the Southerly Drive). The approximate west half of the right of way for the Southerly Drive (“**Village ROW**”) is located within the Village Property. The approximate east half of the right-of-way for the Southerly Drive (the “**District ROW**”) is located within BCFP. However, the majority of the Southerly Drive (i.e., the areas of the Village ROW and the District ROW that are already paved) is located within the Village ROW. The Southerly Drive, a portion of the Village Property, the Village ROW, a portion of BCFP, and the District ROW are generally depicted on the aerial map attached hereto as Exhibit 1 (the “**Property Exhibit**”).

E. The Village Property is currently used for soccer fields, and the Southerly Drive currently provides ingress and egress between a parking lot on the Village Property (the “**Village Parking Lot**”) and Checker Road and Old Hicks Road. The Village Parking Lot is generally depicted on the Property Exhibit. Nothing in this Agreement is intended to limit or otherwise affect the use or availability of the Southerly Drive as an entrance drive to the Village Parking Lot.

F. The Parties desire to cooperate to achieve the BCFP Additional Parking within the Southerly Drive in general conformity with the concept plan attached hereto as Exhibit 2 (the “**Concept Parking Plan**”) and the terms of this Agreement.

Section 2: Establishing the BCFP Additional Parking.

A. The District’s Undertakings. In general conformity with the Concept Parking Plan, and Section 2.C below, the District will cause the construction of nine (9) parking spaces for the BCFP Additional Parking (including one (1) accessible parking space, generally depicted on the Concept Parking Plan (the “**Accessible Parking Space**”) within, and adjacent to the westerly edge of, the Southerly Drive, as more particularly set forth in Section 2.C of this Agreement. The District will:

- (i) enter into a contract with a paving contractor (the “**Paving Contractor**”) pursuant to which the Paving Contractor will install the “**Additional Asphalt**” identified on and generally in the locations depicted on the Concept Parking Plan (the “**Additional Asphalt Work**”), which Additional Asphalt Work is necessary or convenient to (a) provide (subject to Section 2.B hereof) a cul-de-sac near the south end of the BCFP Additional Parking so that vehicles can turn around if the “**Southerly Gate**” (defined below) is closed and (b) construct the Accessible Parking Space and
- (ii) provide all other labor and (subject to Section 2.B hereof) materials necessary for the establishment of the BCFP Additional Parking pursuant to the preceding sentence, including (a) painting lines to establish the parking spaces, (b) installing a “**Split Rail Fence**” at the general location depicted on the Concept Parking Plan, (c) installing a refurbished swing gate, generally in conformance with the gate depicted in Exhibit 3 attached hereto (the “**Southerly Gate**”) at the general location of the “Southerly Gate” depicted on the Concept Parking Plan, and (d) installing a “**New Sign**” at the general location on the Concept Parking Plan (collectively, the “**Work**”).

The District also hereby grants a license to the Village for the establishment of, and for the Village’s maintenance, repair, and replacement of (pursuant to Section 3.C), that portion of the Additional Paving located within the District ROW.

B. The Village’s Undertakings. The Village hereby grants (i) a license to the District for its use and for the use of the Paving Contractor to perform the Work and (ii) a license to the District for the establishment, use, maintenance, and replacement of that portion of the BCFP Additional Parking (including that portion of the Additional Paving) located within the Village ROW or Village Property. In addition, the Village shall reimburse the District for the cost of (i) the Additional Asphalt Work and (ii) the materials for the Work, which reimbursable amount shall not exceed \$10,000.00. The Village shall deliver such reimbursement payment(s) to the District within 35 days after (a) the District delivers receipts or invoices for materials relating to the Work and (b) the Work is completed in accordance with this Agreement (including Section 2.C hereof).

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

1. The “**Northerly Gate**” identified on the Concept Parking Plan shall remain in place (subject to its minor relocation to a location, mutually agreed to by the parties, that will provide sufficient space for the planned nine (9) parking spaces).
2. The Work shall establish the BCFP Additional Parking without interfering with the existing pavement width or use of the Southerly Drive as access to and from the Village Property (except for temporary disruption that might arise during the prosecution of the Work).
3. The New Sign shall state that the BCFP Additional Parking (i) is exclusively for the use of persons using BCFP and (ii) shall be available for public use every day from 6:30 a.m. to sunset. Any other text on the New Sign is subject to the approval of both Parties.
4. The Village shall secure one or more permits for the Work, to the extent required by applicable laws (the “**Work Permits**”); however, the Village acknowledges that no Work Permit from the Village is necessary for the Paving Contractor to perform the Additional Asphalt Work. The Village shall issue any required Village Work Permit to the District without cost or expense to the District. The final construction plans for the Work shall be subject to approval by the Village Engineer, which approval will not be withheld or unreasonably delayed, so long as the final construction plans comply with this Agreement, including the Concept Parking Plan (as it may be modified by both the Village’s Village Manager and the District’s Executive Director) and applicable engineering laws (“**Village Engineer Approval**”). The District shall use commercially reasonable efforts to prepare, or cause the preparation of, such final construction plans.
5. After undertaking the Work, the District shall request an inspection of the Work by the Village Engineer. Upon the Village Engineer’s approval of the Work (which approval will not be unreasonably withheld or delayed), the Work shall be deemed completed.

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

A. Use of BCFP Additional Parking. It is the intention of the Parties, and the New Sign shall state, that the BCFP Additional Parking shall be used exclusively for the patrons of the District’s BCFP. Without limiting the preceding sentence, the BCFP shall not be used by patrons of soccer fields or other uses on the Village Property. The Village shall enforce, and the District shall have the authority (but not the obligation) to enforce, such limitations. To the extent necessary, the Village hereby delegates to the District the authority (in addition to the District’s authority) to patrol and enforce the parking restrictions reflected on the New Sign relating to the BCFP Use Parking. The Village’s failure to detect or issue a citation regarding each or any unauthorized user of the BCFP Additional Parking shall not be a breach of the Village’s obligations under this Section 3.A.

B. Operation and Maintenance of the Northerly Gate. The Village shall be responsible for opening and closing the Northerly Gate to allow for the use of the BCFP Additional Parking consistent with Section 2.C.3 of this Agreement. The Village shall provide the District with any keys or other device(s) necessary for the operation of the Northerly Gate, and the District has the right to open and close the Northerly Gate in conformity with the New Sign 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 Additional Parking and Other Improvements. The Village shall be solely responsible for (and the District shall have no responsibility for) the maintenance, repair, and replacement, in good working order, of (i) the BCFP Additional Parking, including the Additional Asphalt, (ii) the Northerly Gate, (iii) the Southerly Gate, and (iv) the Split Rail Fence (collectively, the "**Village Maintenance Responsibilities**"); however, if the Additional Asphalt Work, the Split Rail Fence, or the Southerly Gate breaches any applicable warranty held by the District, the District shall use good faith efforts to compel the repair or replacement of the Additional Asphalt, the Split Rail Fence, or the Southerly Gate, pursuant to such warranty. The Village agrees to provide maintenance to the BCFP Additional Parking in the same manner as, and as part of the periodic maintenance of, the Southerly Drive. Upon request of the Village, the District shall provide any necessary maintenance, repair, or replacement of the New Sign, and the Village shall reimburse the District for the material costs and staff time for such work; provided that the Village shall be responsible for maintaining the New Sign in a reasonable and legible condition. In the event of any third-party claim of injury, death, or loss to person or property (as well as any and all losses, claims, costs, causes, damages, and expenses including without limitation reasonable attorneys' fees arising) allegedly resulting from the performance or failure to perform the Village Maintenance Responsibilities (collectively, a "**Claim**"), the Village agrees to indemnify and defend the District and its Board of Commissioners, officers, officials, employees, agents, attorneys, and representatives (the "**District Indemnitees**") against any Claim. In the event that any District Indemnitee is named in connection with a Claim, such District Indemnitee shall promptly notify the Village and tender defense of such Claim to the Village; provided, however, that, notwithstanding the Village's agreement to indemnify and defend, the District Indemnitees shall reasonably and timely cooperate with the Village in connection with such defense; provided further that District Indemnitees shall not be required to expend any moneys for third-party services in connection with such cooperation.

D. Insurance; Liability. The Village shall 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 Additional Parking. During the performance of the Work, (i) the District shall maintain general liability insurance of not less than \$3,000,000.00 per occurrence to guard against liability claims relating to the performance of any portion of the Work by District employees and (ii) the District shall cause its Paving Contractor to maintain the generally liability insurance identified on Exhibit 4. Such insurance by the Parties may be provided through pooling or other arrangements authorized by law, including 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 Additional 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: Term. This Agreement will be effective on the Effective Date and will remain in effect for twenty (20) years after the Effective Date. On the twentieth (20th) anniversary of the Effective Date, and on each anniversary thereafter, this Agreement will automatically renew for one additional year, unless a Party gives the other Party written notice of termination at least six (6) months prior to the anniversary on which this Agreement would otherwise renew, in which case this Agreement shall terminate on such anniversary. Notwithstanding the foregoing provisions of this Section, if, as of October 30, 2021, either (i) the Village has not secured the Work Permits or (ii) the Village Engineer has not given the Village Engineer Approval, then either Party may terminate this Agreement immediately by giving the other Party written notice of termination.

Section 6: 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 7: 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 Village:

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

Section 8: 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

Property Exhibit

Legend







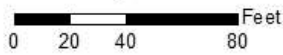
-  BCFP
-  Village Property
-  Village Parking Lot
-  District ROW
-  Village ROW
-  Southerly Drive

Exhibit 1

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

2021 Aerial Photo

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

Map Prepared 30 September 2021

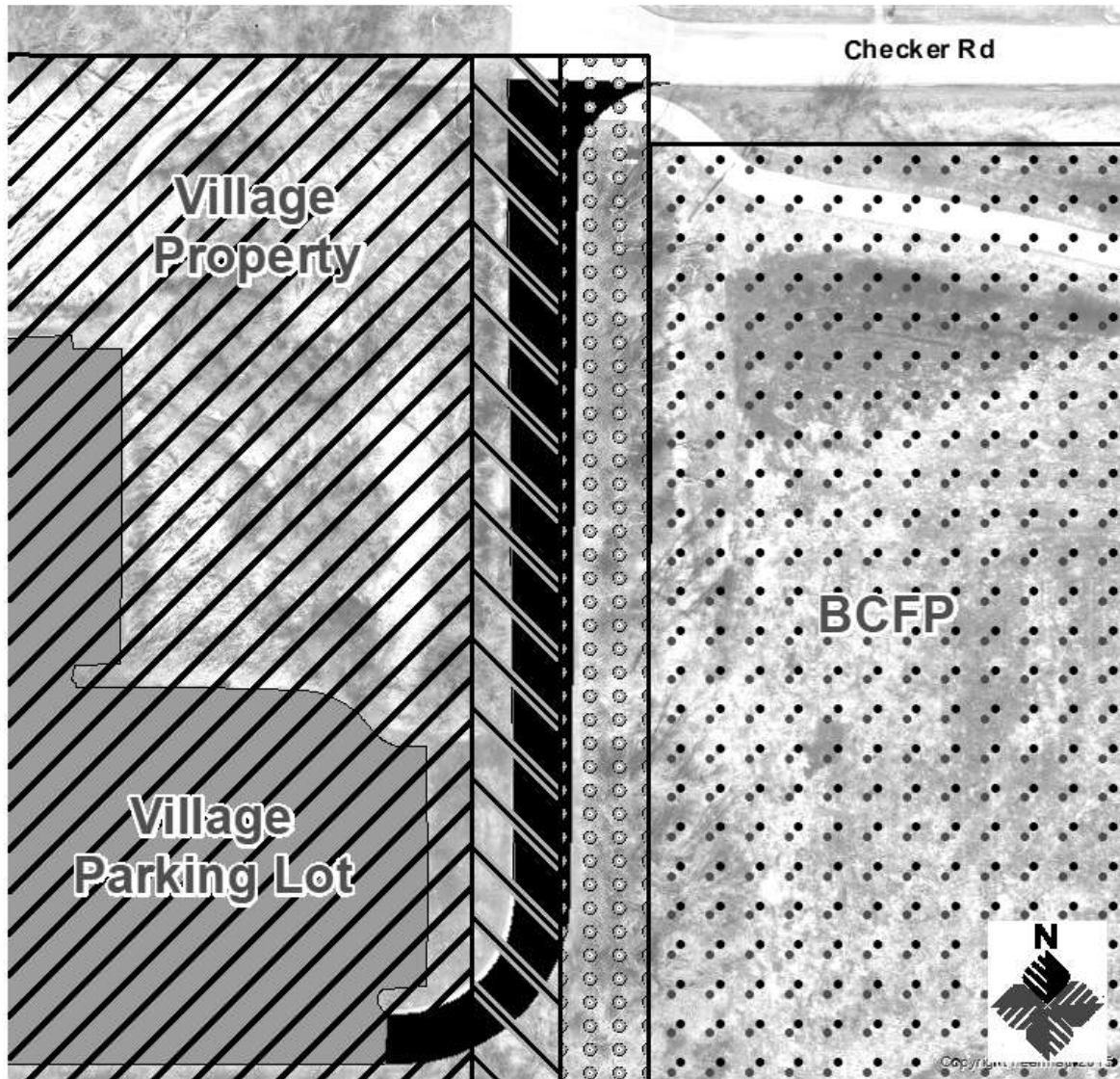
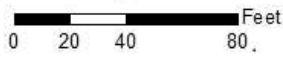


EXHIBIT 2

Concept Parking Plan

Exhibit 2

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



Legend

- | | | |
|--|---|--|
|  Southerly Drive |  Painted Lines |  Split Rail Fence |
|  Additional Asphalt |  Northerly Gate |  New Sign |
|  Accessible Parking Space |  Southerly Gate | |

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

2021 Aerial Photo

Map Prepared 28 September 2021



EXHIBIT 3

Southerly Gate Type



EXHIBIT 4

Paving Contractor's Insurance Requirements



Corkill Insurance AP
25 Northwest Point Blvd., Suite 625
Elk Grove Village, IL 60007

Phone 847-758-1000
Fax 847-758-1200

June 24, 2021

Mr. Michael Zahalka
Lake County Forest Preserves
1899 W Winchester Rd
Libertyville, IL 60048

Re: Chicagoland Paving Contractors, Inc.

Project: 21046
Pave maint. at
McHale Preserves

We certify that we have read the insurance requirements set forth in the contract detailed above and will issue the required certificates of insurance for Chicagoland Paving Contractors, Inc.

Please feel free to contact me if you have any questions.

Sincerely,

Paul F. Praxmarer

Paul F. Praxmarer
Agent
847.254-6389

PFP/lpr

- a. \$ 500,000 - per person
- b. \$1,000,000 - per occurrence
- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

- C. Comprehensive General Liability. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no less than:

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury:
 - a. \$ 2,000,000 - per person
 - b. \$ 2,000,000 - per occurrence
- (3) Property Damage:
 - a. \$ 2,000,000 - per occurrence
 - b. \$ 2,000,000 - aggregate
- (4) Other Coverages:
 - Premises/Operations
 - Products/Completed Operations (to be maintained for two years following Final Payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad tracks.

All employees shall be included as insured's.

- D. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.



- F. Deductible. Each policy shall have a deductible or self-insured retention less than \$10,000.00.
- G. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:
 - Comprehensive Motor Vehicle Liability
 - Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

Lake County Forest Preserve District (Owner)

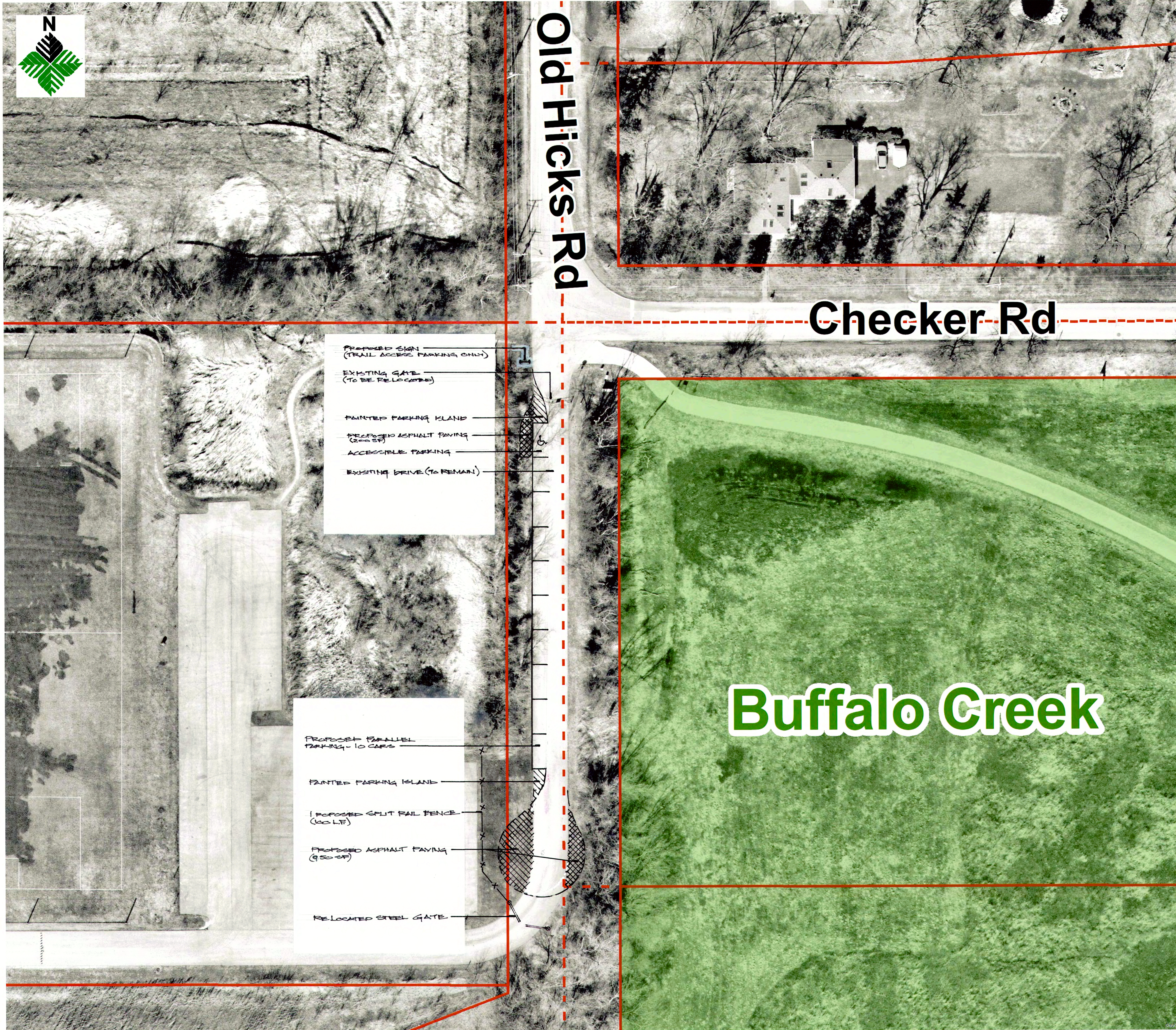
- H. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.
- I. Evidence of Insurance. Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.
- J. Owner's and Contractor's Protective Liability Insurance (required if hiring sub-contractors). Contractor, at its sole cost and expense, shall purchase this insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.



EXHIBIT 1

Concept Parking Plan

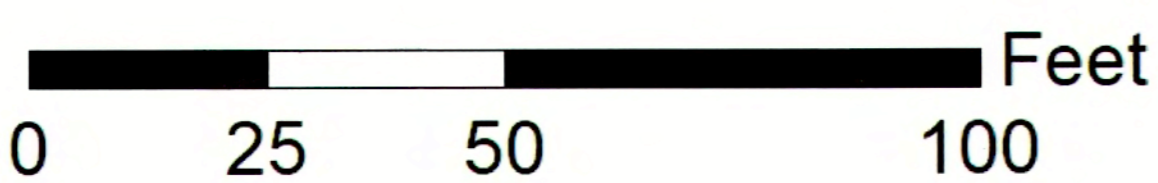
Old Hicks at Checker



PROPOSED SIGN
 (TRAIL ACCESS PARKING ONLY)
 EXISTING GATE
 (TO BE RELOCATED)
 PAINTED PARKING ISLAND
 PROPOSED ASPHALT PAVING
 (200 SF)
 ACCESSIBLE PARKING
 EXISTING DRIVE (TO REMAIN)

PROPOSED PARALLEL
 PARKING - 10 CARS
 PAINTED PARKING ISLAND
 PROPOSED SPLIT RAIL FENCE
 (60 LF)
 PROPOSED ASPHALT PAVING
 (950 SF)
 RELOCATED STEEL GATE

1 inch = 20 feet



Legend

- Forest Preserve Property
- PINs
- ROW PINs