



DATE: December 1, 2025

MEMO TO: Paul Frank, Chair
Planning Committee

Agenda Item # 11.5

FROM: Pati Vitt
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution approving a Memorandum of Understanding between Lake Forest Open Lands Association and the Lake County Forest Preserve District regarding protection and management of the Fort Sheridan Shoreline Complex.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: There is no financial impact at this time.

BACKGROUND: Fort Sheridan is a 317-acre preserve, located primarily within the City of Highland Park, that is owned and managed by the District. Fort Sheridan is bordered in part by parcels owned and managed by Lake Forest Open Lands Association (“LFOLA”), specifically the Jean and John Greene Nature Preserve at McCormick Ravine and North Shore Prairie (see map in Attachment A). The District and LFOLA parcels are within an area known as the Fort Sheridan Shoreline Complex. LFOLA and District staff previously coordinated the Fort Sheridan Great Lakes Fishery and Ecosystem Restoration (GLFER) Project in collaboration with the U.S. Army Corps of Engineers. This large-scale restoration project restored coastal habitats and created an underwater reef for aquatic life along the Lake Michigan shoreline.

Reflecting this history of partnership, the proposed memorandum of understanding is intended to formalize mutual collaboration and coordination between the District and LFOLA. In addition to reaffirming each agency’s commitment to working across boundaries for the protection and management of the public and private protected lands within the Fort Sheridan Shoreline Complex, a signed agreement is an asset when submitting joint applications for state and federal grants and when communicating with prospective donors.

REVIEW BY OTHERS: Chief Operations Officer, Director of Community Engagement & Partnerships, Director of Finance, Manager of Board Operations, and Corporate Counsel.

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

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN LAKE FOREST OPEN LANDS ASSOCIATION AND
THE LAKE COUNTY FOREST PRESERVE DISTRICT**

WHEREAS, Lake Forest Open Lands Association (“LFOLA”) is an independently funded and nationally accredited non-profit conservation land trust and education organization devoted to preserving and stewarding the open spaces and natural areas, including wetlands, forests, ravines, beaches, bluffs, prairies, rivers and savannas, in and around the City of Lake Forest, Illinois for the benefit of local residents and visitors and to ensure that all people have a meaningful, lasting connection to nature and the land; and

WHEREAS, the District and LFOLA each own and manage certain contiguous parcels of land that, together, are commonly referred to as the Fort Sheridan Shoreline Complex, as generally depicted on Attachment A hereto; and

WHEREAS, the District-owned property within the Fort Sheridan Shoreline Complex is Fort Sheridan, a 317-acre preserve located primarily within the City of Highland Park; and

WHEREAS, it is in the District’s best interest to enter into a Memorandum of Understanding with LFOLA in substantially the form attached hereto to address mutual collaboration and coordination for the protection and management of the public and private protected lands within the Fort Sheridan Shoreline Complex (the “MOU”);

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 MOU. The MOU, in substantially the form attached hereto as Attachment B and in a final form approved by the Executive Director, is hereby approved. The President of the District is hereby authorized and directed to execute the final form of the MOU.

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 _____, 2025

AYES:

NAYS:

APPROVED this _____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

ATTACHMENT A MAP

Fort Sheridan Shoreline Complex



Disclaimer: Property Boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2024 Aerial



**Lake County
Forest Preserves**

Map Created on 11/7/2025

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ATTACHMENT B

MEMORANDUM OF UNDERSTANDING
between the
LAKE COUNTY FOREST PRESERVE DISTRICT
and
LAKE FOREST OPEN LANDS ASSOCIATION

MEMORANDUM OF UNDERSTANDING
between the
LAKE COUNTY FOREST PRESERVE DISTRICT
and
LAKE FOREST OPEN LANDS ASSOCIATION

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Lake County Forest Preserve District (“District”) and Lake Forest Open Lands Association (“LFOLA”), hereinafter referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the District and LFOLA, each own and manage adjacent property along Lake Michigan east of Sheridan Road between Walker Avenue and McCormick Drive (hereinafter referred to as the “Fort Sheridan Shoreline Complex”); and

WHEREAS, it is the mission of the Parties to preserve, protect, and maintain the natural features and ecological values of the Fort Sheridan Shoreline Complex and, in furtherance of these objectives, to undertake programs and activities such as biological and physical inventory, scientific research, habitat and wildlife management; and

WHEREAS, the Parties and the natural areas that they own and manage within the Fort Sheridan Shoreline Complex are faced with a common set of conservation threats including, but not limited to: alteration of pre-settlement hydrologic regimes and surface flow paths, increased inputs of stormwater (surface water) flows carrying sediment and pollutants, decreased groundwater inputs, establishment and spread of invasive species, altered fire regimes, loss of native plant diversity/abundance, physical barriers to migration and movement of fish and wildlife, establishment and spread of pests and diseases, canopy closure and loss of oak dominance in wooded habitats, and increases in abundance of meso-predators, and

WHEREAS, the District and LFOLA each were previous project partners in the 2015 United States Army Corps of Engineers Great Lakes Fisheries Ecosystem Restoration Project Section 506 project in the Fort Sheridan Shoreline Complex; and

WHEREAS, the Parties desire to enter into this MOU to express their mutual intent to engage in collaboration and coordination for the protection and management of the Fort Sheridan Shoreline Complex and

WHEREAS, the Parties to this Agreement are authorized to execute and implement memoranda of understanding.

Now, therefore, the Parties, intending to cooperate in the management and protection of the Fort Sheridan Shoreline Complex, state their mutual understanding as follows:

I. OBJECTIVES

This MOU is intended to describe a mutual collaboration between the Parties for the protection and management of the Fort Sheridan Shoreline Complex, for the mutual benefit of the Parties. Through this MOU, the Parties will focus on ameliorating common threats, and working together will have a greater overall positive ecological impact to the ecosystems found within the Fort Sheridan Shoreline Complex. The Parties will recognize benefits of their own actions at a site scale but also reap the benefits of common actions implemented by the Parties across the Fort Sheridan Shoreline Complex.

Ecological management of the Fort Sheridan Shoreline Complex is more effective and cost efficient if the Parties work together to coordinate management efforts, share resources and information to improve management practices, and work jointly to secure grant funds and implement common management objectives.

II. COOPERATIVE ACTIVITIES

The Parties intend to work cooperatively to achieve the objectives outlined above. Cooperative activities may include, but are not limited to, the following:

1. Jointly applying for outside funding to help implement common land management and long-term conservation objectives, including for habitat and hydrologic restoration, invasive species control, wildlife monitoring, management and reintroductions, endangered resources management, and watershed-related management and outreach.
2. Jointly applying and sharing information for permits and other regulatory approvals as may be required for joint or collaborative projects; provided, however, that compliance with permit and regulatory requirements and all related costs shall be the sole responsibility of the owner of the affected property unless otherwise provided in a separate, binding agreement.
3. Sharing information on land management techniques and effectiveness relevant to conservation threats and long-term conservation and land management goals.
4. Sharing research and monitoring data and findings relevant to conservation threats and long-term conservation and land management goals.
5. Establishing management agreements and contracts to allow the Parties to share and exchange resources, funds and equipment to implement activities related to abatement of common threats and achievement of common land management and long-term conservation goals.
6. Establishing management agreements and contracts to allow the Parties to access and implement management to Fort Sheridan Shoreline Complex properties other than their own when there is mutual agreement and need for such coordinated management efforts.
7. Developing, documenting, and implementing a long-term conservation plan for the Fort Sheridan Shoreline Complex.

8. Establishing an endowment, to be created and directed by a separate agreement, held by the Preservation Foundation of the Lake County Forest Preserves, to support work relevant to conservation threats and long-term conservation and land management goals throughout the Fort Sheridan Shoreline Complex (across all Parties).
9. Collaborating to jointly apply for or otherwise secure grants and private investments to plan and invest in facility improvements and infrastructure located in the Fort Sheridan Shoreline Complex to better serve its users and the community.

III. TERM

This MOU is effective upon execution by both Parties and will remain in effect unless and until a Party terminates or withdraws from the MOU as provided in Section V..

IV. AMENDMENT AND REVISION

This MOU may be revised as necessary by mutual consent of the Parties by execution of a written amendment signed and dated by all Parties. The Parties intend for this MOU to be reviewed every five (5) years and revised if necessary.

V. TERMINATION / WITHDRAWAL

Either Party has the right to withdraw from this MOU by giving 30 (thirty) days written notice to the other Party of its intent to withdraw. However, the withdrawing Party shall still be bound by Paragraph IX in connection with work done, actions taken, and information received while it was a Party to the MOU. The MOU will terminate upon the effective date of either Party's withdrawal. Additionally, this MOU may be terminated at any time by mutual agreement of the Parties.

VI. NON-BINDING PROVISIONS; NO LEGAL RELATIONSHIP.

The Parties acknowledge this MOU is not legally binding and does not include any contractual obligations, except with respect to the binding provisions set forth in Paragraph IX. Further, the Parties acknowledge that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. No Party will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

VII. TRANSFER OF FUNDS

This MOU does not obligate any Party to provide financial support of any sort. Any transfer of funds between the Parties will be the object of a separate independent contract, with the inclusion of clauses and other conditions in accordance with the internal procedures of each Party and will be duly signed by the Parties involved in the transfer.

VIII. ACCESS

This MOU does not grant, convey, or alter any real property rights of either Party, nor grant any licenses, permissions, or access rights over the Parties' respective properties within the Fort Sheridan Shoreline Complex.

IX. BINDING PROVISIONS

A. TITLE AND USE OF INTELLECTUAL PROPERTY

- 1. Intellectual Property.** Under the provisions of this MOU, the Parties may produce documents, reports, studies, photographs, and maps, as well as product-specific documents (collectively “Works”). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work. If a Work is jointly produced by the Parties, the copyright will be owned jointly by the Parties.
- 2. Distribution.** No Party will publish or otherwise distribute the Work of another Party without both the previous written consent of the other Party and crediting the other Party in such Work.
- 3. Names and Logos.** The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

B. CONFIDENTIALITY

During the course of the performance of this MOU, the Parties may have access to materials, data strategies, systems or other information relating to another party and its programs. If the party that originates this information desires that it be kept confidential and not disclosed to the public or other entities outside this MOU, then it will request in writing that the information be kept confidential. The Parties will then work cooperatively, in compliance with the Illinois Freedom of Information Act (“FOIA”) and any other applicable laws, to withhold such confidential information, including from any person submitting a request for such information under FOIA, but only if such confidential information is exempt under FOIA. Unless required by law (including FOIA), information classified by the originator as confidential shall not be used, published, or divulged to any individual or corporation, in any manner or for whatever purpose, except through the originating party’s express written permission, which may be withheld by the respective party at its sole discretion.

C. ASSIGNMENT

No Party may assign or transfer its rights and obligations under this Paragraph IX, except with the prior written consent of the other Party.

D. COMPLIANCE WITH LAWS.

Parties will comply with all applicable laws and regulations while performing this MOU.

E. SEVERABILITY.

If any provision of this MOU is held invalid, the other provisions of this MOU shall not be affected.

F. RESPONSIBILITY.

Each Party shall be solely responsible for the actions and omissions of its employees, agents and volunteers, in connection with the implementation of this MOU.

X. OTHER COOPERATORS

This MOU does not preclude the Parties from establishing similar agreements or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with others in programs of mutual interest and to be able to, by means of a written document signed by all Parties, invite others to participate in the activities implemented under this MOU.

XI. ENTIRETY

This MOU, including any attachments, embodies the entire and complete understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by both Parties.

XII. NOTICES

For any notice required or permitted under this MOU, such notice shall be in writing and shall be sent by U.S. mail, reputable courier, or e-mail, addressed as set forth below:

LAKE COUNTY FOREST PRESERVE DISTRICT
1899 West Winchester Road
Libertyville, Illinois 60048
Attention: Alex Ty Kovach
Email: akovach@lcfpd.org

LAKE FOREST OPEN LANDS ASSOCIATION
350 North Waukegan Road
Lake Forest, Illinois 60045
Attention: Ryan London
Email: rlondon@lfola.org

Either Party may change any of its information set forth above by written notice to the other Party, served in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement:

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Alex Ty Kovach
Executive Director

Date

LAKE FOREST OPEN LANDS ASSOCIATION

By: _____
Ryan London
President and CEO

Date