



# Lake County Forest Preserves

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**DATE:** June 1, 2026

**MEMO TO:** Sara Knizhnik, Chair  
Operations Committee

**Agenda Item #** 11.5

Gina Roberts, Chair  
Finance Committee

**FROM:** Daniel E. Stearns  
Director of Facilities

**RECOMMENDATION:** Recommend approval of a Resolution approving a Branding Agreement with Tighthead Brewing Company to Produce, Release, and Distribute Trailhead India Pale Ale.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connections; Organizational Sustainability.

**FINANCIAL DATA:** Under the terms of the agreement, Tighthead Brewing Company (TBC) will be solely responsible for production, canning, marketing, and distribution of a collaborative beer that will include District branding. The beer will be available at the Beer Garden at Independence Grove (BGIG) and will be sold to the District by TBC at agreed upon wholesale rates. TBC may also sell the beer at its own premises and/or through other retail outlets as it determines, and such sales will be subject to profit sharing at a rate of 90% to TBC and 10% to the Preservation Foundation of the Lake County Forest Preserves (the "Foundation"). Proceeds will be paid to the Foundation on a quarterly basis.

**BACKGROUND:** In the spring of 2026, TBC approached the District with an interest in producing a collaborative beer that would be sold by TBC to the general public and sold by the District at the BGIG. Staff met with members of the TBC team to establish a branding concept, flavor profile, and distribution plan. District staff and TBC reached consensus on an India Pale Ale that would be marketed as "Trailhead India Pale Ale". The beer would be sold in kegs and in cans, using the label attached to this memorandum. TBC expressed an interest in supporting the District's mission and has agreed to donate a portion of the profits from beer sales to the Foundation.

In late May 2026, an agreement was negotiated and drafted by District staff, Corporate Counsel, and Intellectual Property Counsel, and executed by the District's Executive Director (the "Agreement"), and production began, so that TBC could distribute the beer during or shortly after Memorial Day Weekend.

Staff recommends Board ratification and approval of the Agreement which, upon approval by the Board, would be effective as of the date it was signed by Tighthead.

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



# TRAILHEAD

— INDIA PALE ALE —

The Beer Garden at Independence Grove and Tighthead Brewing Co. partnered to create an easy-drinking pale ale that celebrates community and Lake County's natural areas.

Brewed with Pacific Northwest hops, this American IPA offers notes of citrus and pine as refreshing as a lakeside breeze.

Tighthead will be donating a portion of all proceeds to The Preservation Foundation of the Lake County Forest Preserves to help restore Lake County's natural areas.

1 PINT  
6.2% ALC./VOL.

BREWED IN COLLABORATION



LAKE COUNTY  
FOREST PRESERVES

# TRAILHEAD

— INDIA PALE ALE —



TIGHTHEAD BREWING COMPANY

GOVERNMENT WARNING: (1) ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS. (2) CONSUMPTION OF ALCOHOLIC BEVERAGES IMPAIRS YOUR ABILITY TO DRIVE A CAR OR OPERATE MACHINERY, AND MAY CAUSE HEALTH PROBLEMS.



PLEASE RECYCLE



BREWED BY TIGHTHEAD BREWING COMPANY  
MUNDELEIN, IL | TIGHTHEADBREWING.COM



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

**A RESOLUTION APPROVING A BRANDING AGREEMENT WITH  
TIGHTHEAD BREWING COMPANY  
TO PRODUCE, RELEASE, AND DISTRIBUTE TRAILHEAD INDIA PALE ALE**

**WHEREAS**, the Lake County Forest Preserve District (the "District") owns property commonly known as Independence Grove Forest Preserve, at which the District operates the Beer Garden at Independence Grove (the "BGIG"); and

**WHEREAS**, the District desires to enter into an agreement with Tighthead Brewing Company ("TBC"), under which TBC would produce Trailhead India Pale Ale beer (the "Product") for sale at the BGIG and for distribution to enhance District branding and to raise funds for the Preservation Foundation of the Lake County Forest Preserves; and

**WHEREAS**, it is in the best interest of the District to ratify and approve an agreement with TBC, in substantially the form attached hereto, (the "Agreement") related to production, release, branding, distribution, and profit-sharing for the Product;

**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 Agreement.** The Agreement is hereby ratified and approved, effective as of the date the Agreement is signed by TBC, in substantially the form attached hereto. The President, Secretary, and Executive Director of the District (and the Executive Director's designees) are hereby authorized and directed to execute and attest to, on behalf of the District. Additionally, the Agreement and all prior actions of the Executive Director of the District (and the Executive Director's designees) taken in furtherance of the Agreement as approved by this Resolution are hereby ratified and approved.

**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 \_\_\_\_\_, 2026

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Jessica Vealitzek, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

**BRANDING AGREEMENT**  
**between**  
**LAKE COUNTY FOREST PRESERVE DISTRICT**  
**and**  
**TIGHTHEAD BREWING COMPANY**

This agreement is made as of the 26<sup>th</sup> of May 2026, by and between the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 et seq. ("**LCFPD**") and **TIGHTHEAD BREWING COMPANY**, an Illinois corporation with an address of 161 N. Archer Ave. Mundelein, IL. 60060 (847-970-9174) ("**TBC**") (the "**Agreement**").

In consideration of mutual promises set forth below, LCFPD and TBC do hereby agree as follows:

1. **Term.** The term of the Agreement will commence on May 1, 2026 and conclude on December 31, 2026 ("**Term**"). The Agreement may be extended for up to one (1) year upon mutual written consent of TBC and LCFPD's Executive Director.

2. **Services.** The parties agree to the release of **TRAILHEAD INDIA PALE ALE** ("**Product**") representing a collaborative effort between TBC and LCFPD. TBC will be solely responsible for Product production, related expenses, canning, distribution, promotion, and administrative duties.

a. TBC will be solely responsible for (i) marketing, branding (including the creation of any related artwork), and trademarking (if it desires to do so) of the Product, (ii) ascertaining relevant intellectual property rights related to the Product, and (iii) protecting any of TBC's intellectual property rights (collectively "**TBC's IP**"), including any filing of trademark and/or copyright applications and any maintenance required post-registration.

b. Notwithstanding the foregoing, LCFPD will retain approval rights over design of the Product label as well as promotional and marketing materials, including any use of the logos, names, or depictions of LCFPD, the Preservation Foundation of the Lake County Forest Preserves ("**Foundation**"), LCFPD's Beer Garden at Independence Grove, and Independence Grove Forest Preserve and Visitors' Center. Promotional materials for the Product include, but are not limited to, use on: social media and review platforms, advertisements, stickers, glassware, posters, merchandise, coasters, or signs. LCFPD grants a limited license for TBC to incorporate references to "Independence Grove", "The Beer Garden at Independence Grove" and images of the Independence Grove Forest Preserve and Visitor's Center in TBC's IP. This license will expire upon termination of this Agreement. LCFPD lays no claim to material copyrighted by TBC and will not, under this current Agreement, receive any profit sharing or royalties related to the sale of promotional items or merchandise. LCFPD will retain the right to refuse use of the Product brand in any way that may be considered contrary to the mission and/or values of the LCFPD.

c. Except as provided herein, LCFPD is not selling, transferring, conveying, licensing and/or assigning any intellectual property (e.g. patents, copyrights, trademarks, trade secrets, and know how) nor any rights therein in connection with this Agreement and/or the transactions/projects contemplated herein.

3. **Distribution.** The Product will be distributed in draft and canned versions. Distribution will not be restricted. Product distributed for sale at BGIG will be sold by TBC at agreed wholesale rates on a cash on delivery basis. Product sold by TBC, whether on TBC premises, to other retailers, or otherwise, will be subject to profit sharing at a rate of 90% to TBC and 10% to the Foundation.

4. **Payment terms.** Payment of profit-sharing proceeds will be due to LCFPD (for the benefit of the Foundation) at 1899 W Winchester Rd, Libertyville, IL 60048 on a quarterly basis and will come due on the 15th of the month following each quarter. 2026 payments will come due on or before July 15 for Q2, October 15 for Q3 and January 15, 2027 for Q4. Payments will be accompanied by a quarterly report of receipts. At LCFPD's request, TBC shall provide backup data supporting its profit sharing payments.

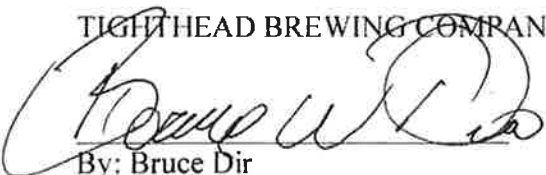
5. **Termination.** Termination of this Agreement may occur only upon a material default of the terms herein by either party. The non-defaulting party shall provide written notice specifying the nature of the default, and the defaulting party shall have fifteen (15) days from receipt of such notice to cure, abate, or correct the default. If the default is not cured within such fifteen (15)-day period, the non-defaulting party may terminate this Agreement upon written notice. No party may terminate this Agreement without default unless mutually agreed to in writing by both parties.

6. **Hold Harmless.** It is fully understood and agreed that to the fullest extent permitted by law, TBC shall defend, indemnify and hold harmless LCFPD, its officials, employees, volunteers, and agents against any and all liabilities, claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising indirectly or directly in connection with or under this Agreement.

7. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter of this Agreement and there are no other understandings or agreements, verbal, or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TIGHTHEAD BREWING COMPANY



By: Bruce Dir  
Its: Owner/Head Brewer

LAKE COUNTY FOREST PRESERVE DISTRICT

By: Alex Ty Kovach  
Its: Executive Director