



**DATE:** August 31, 2026

**MEMO TO:** Paul Frank, Chair  
Planning Committee

**FROM:** Kevin Kleinjan  
Director of Planning

**RECOMMENDATION:** Recommend approval of a Resolution (i) supporting an application to the Illinois Department of Transportation (IDOT) for Illinois Transportation Enhancement Program (ITEP) grant funding for the “Des Plaines River Trail Bridge over Lake Cook Road Rehabilitation Project” and (ii) approving an Intergovernmental Agreement with the Forest Preserve District of Cook County.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connections, Leadership

**FINANCIAL DATA:** The Lake County Forest Preserve District (“District”) and Forest Preserve District of Cook County (“FPDCC”) would jointly pursue engineering and construction grant funding for rehabilitation of the existing pedestrian/ multi-use bridge (the “Bridge”) and approach structures on the Des Plaines River Trail (“DPRT”) at Lake Cook Road (the “Project”). The District will serve as the lead agency for the Project and will prepare and submit an ITEP grant application to IDOT.

The total estimated cost of the Project is \$7,330,000, including \$265,000 for Phase I engineering, \$319,000 for Phase II engineering, \$5,970,000 for construction, and \$776,000 for construction engineering. The ITEP application seeks the maximum anticipated ITEP grant of \$5,000,000 for eligible construction and construction engineering costs, subject to a 20% local match requirement.

Estimated local costs for the Project total \$2,330,000 (the “Local Costs”) and consist of:

- Local match for construction and Phase III construction engineering costs in the amount of \$1,250,000; and
- Additional costs that are ineligible for ITEP funding or exceed the anticipated maximum grant amount, consisting of an estimated \$265,000 for Phase I engineering, \$319,000 for Phase II engineering, and \$496,000 for construction and Phase III construction engineering (totaling an estimated \$1,080,000).

Pursuant to the proposed Intergovernmental Agreement (the “IGA”), the District and the FPDCC will share the Local Costs of the Project as follows:

- The District and FPDCC will each pay 50% of the costs of Phase I and Phase II engineering services.

- For construction and Phase III construction engineering services, the District and FPDCC will each pay:
  - 50% of the Local Costs for work on the Bridge structure; and
  - A *pro rata* share of the Local Costs for work on the Bridge approaches based on the linear feet of each district's respective portion of the approaches within the Project area (estimated as approximately 48% for the District and 52% for the FPDCC).

As the lead agency, the District will initially pay the applicable Local Costs and will be reimbursed by the FPDCC for its share in accordance with the IGA.

Funding for the District's share of the Project will be provided through the adopted FY2026 Capital Improvement Plan (CIP) and will be charged to 35504100-803200-68002. The District's total financial obligation will depend on the final scope of work, grant award, engineering and construction costs, and Local Costs.

**BACKGROUND:** The District and the FPDCC each own portions of the DPRT at its crossing with Lake Cook Road, with the District owning the portion in Lake County and the FPDCC owning the portion in Cook County. In 1994, the two districts, together with the County of Cook, entered into an intergovernmental agreement for the original construction of the Bridge to provide a safer, grade-separated crossing at Lake Cook Road for DPRT users. The 1994 agreement provided that, after completion of the Bridge, each district would assume responsibility for the portion of the Bridge and its approaches located in its respective county.

Based on recent inspections, the District and the FPDCC have mutually determined that the Bridge and approaches require structural rehabilitation. The District retained Engineering Resource Associates to prepare a Bridge Condition Report that identifies recommended improvements, and the Project will implement those improvements. Subject to completion of the Project, the Bridge and its approaches are expected to have a service life of 75 to 100 years.

The District and the FPDCC desire to jointly pursue ITEP grant funding for the Project. Specifically, the ITEP application seeks funding for construction and Phase III construction engineering costs associated with the Project, up to the maximum anticipated ITEP grant of \$5,000,000. The Local Costs for the Project will be funded separately by both districts.

The proposed IGA between the districts would address their respective responsibilities for the grant application and administration; Project engineering, construction, and Local Cost sharing; and long-term responsibility for the Bridge and approaches following completion of the Project, including the following:

- The District will serve as the lead agency for the Project and will prepare and submit the ITEP grant application and administer the grant if awarded.
- The District will coordinate and advance Phase I, II, and III engineering services for the Project, subject to review and approval by the FPDCC.
- Both districts will cooperate with IDOT in the administration, bidding and letting of the construction work.

- The districts will share the Local Costs as outlined above.
- If an ITEP grant is not awarded for the Project, the districts will cooperate to determine alternative options for phasing, funding, and completing necessary rehabilitation work, and the IGA could be renegotiated or terminated.
- Each district will remain responsible for the portion of the Bridge and approaches in its County, subject to the coordination requirements in the IGA.

IDOT requires an eligible project sponsor to submit a resolution demonstrating the sponsor's commitment to provide the required local match and pay for project costs not funded through ITEP. The attached resolution both (i) approves the IGA, which includes FPDCC's commitment to provide reimbursement for its share of Project costs and (ii) provides the required financial commitment for the District as the lead agency and ITEP project sponsor.

The attached resolution also authorizes the District President, Executive Director, Secretary and their designees to execute: (i) the ITEP grant application, (ii) the IGA, and (iii) other documents necessary to apply for, accept and administer ITEP grant funding for the Project and to carry out the Project, subject to review and approval by Corporate Counsel.

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

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF LAKE       )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR SEPTEMBER MEETING  
SEPTEMBER 9, 2026**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution Supporting an Application to the Illinois Department of Transportation for Illinois Transportation Enhancement Program grant funding for the “Des Plaines River Trail Bridge over Lake Cook Road Rehabilitation Project” and Approving an Intergovernmental Agreement with the Forest Preserve District of Cook County.”

**PLANNING COMMITTEE:**

Date: \_\_\_\_\_ ☐ Roll Call Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
☐ Voice Vote Majority Ayes; Nays: \_\_\_\_\_

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

**A RESOLUTION SUPPORTING AN APPLICATION TO THE ILLINOIS  
DEPARTMENT OF TRANSPORTATION FOR ILLINOIS TRANSPORTATION  
ENHANCEMENT PROGRAM GRANT FUNDING FOR THE “DES PLAINES RIVER  
TRAIL BRIDGE OVER LAKE COOK ROAD REHABILITATION PROJECT” AND  
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE  
FOREST PRESERVE DISTRICT OF COOK COUNTY**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) owns a portion of the Des Plaines River Trail (the “DPRT”) at its crossing with Lake Cook Road in Lake County, Illinois; and

**WHEREAS**, the Forest Preserve District of Cook County (the “FPDCC”) owns the portion of the DPRT located in Cook County at the same crossing; and

**WHEREAS**, in or around 1994, the District and the FPDCC jointly constructed a pedestrian bridge at the DPRT’s crossing of Lake Cook Road with related trail approaches to the north and south of the crossing (collectively, the “Bridge”) to provide a safer, grade-separated crossing for DPRT users; and

**WHEREAS**, the District and the FPDCC have determined that certain rehabilitation work is needed for the Bridge (the “Project”) and desire to jointly pursue grant funding from the Illinois Department of Transportation (“IDOT”) through the Illinois Transportation Enhancement Program (“ITEP”) for the Project; and

**WHEREAS**, the total estimated cost of the Project is \$7,330,000, including \$265,000 for Phase I engineering, \$319,000 for Phase II engineering, \$5,970,000 for construction, and \$776,000 for construction engineering; and

**WHEREAS**, the anticipated maximum ITEP grant award is \$5,000,000, and the ITEP grant would fund up to 80% of eligible Project costs; and

**WHEREAS**, the District’s ITEP grant application seeks the maximum grant award of \$5,000,000 for eligible construction and construction engineering costs and identifies a required local match of \$1,250,000 (the “Local Match”); and

**WHEREAS**, the ITEP application also identifies an estimated \$1,080,000 of “local only” costs, which consist of anticipated Project costs that exceed the anticipated maximum grant award or are otherwise ineligible for ITEP funding (“Local Costs”); and

**WHEREAS**, the District, as the lead agency and ITEP project sponsor, would be required to provide the Local Match and pay the Local Costs that are not funded through ITEP; and

**WHEREAS**, the District and the FPDCC further desire to enter into an intergovernmental agreement pursuant to which the District will be designated as the lead agency for the Project and

will prepare and submit the ITEP grant application, administer the ITEP grant if awarded, coordinate engineering and construction activities for the Project, and initially pay Project costs, subject to partial reimbursement of the Local Match and Local Costs by the FPDCC as provided therein (the “IGA”); and

**WHEREAS**, the IGA also delineates the long-term responsibilities and obligations of the District and the FPDCC for their respective portions of the Bridge following completion of the Project; and

**WHEREAS**, it is in the best interest of the District to support the Project by: (i) submitting an application for \$5,000,000 in ITEP funding subject to the FPDCC’s prior approval of the IGA, (ii) committing to provide the required Local Match and pay all Local Costs (which would be partially reimbursed by FPDCC under the IGA), and (iii) approving the IGA with the FPDCC;

**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 part of this Resolution by this reference.

**Section 2: Support for ITEP Application.** The District hereby supports and authorizes the submission of an application to IDOT for \$5,000,000 in ITEP grant funding for the Project, with the District serving as the lead agency and Project sponsor; provided that the FPDCC shall have approved the IGA prior to submission of the ITEP grant application.

**Section 3: Financial Commitment.** If ITEP grant funding is awarded for the Project, the District hereby commits to be responsible for payment of the required Local Match and the Local Costs, consisting of those ineligible or other costs of the Project.

**Section 4: Approval of IGA.** The IGA is hereby approved in substantially the form attached hereto, and in a final form to be approved by the Executive Director and Corporate Counsel of the District. The Executive Director is further authorized to approve changes in the final form of the IGA that are necessary or desirable to facilitate timely filing of the ITEP grant application.

**Section 5: Authorization for ITEP Grant and Project Administration.** The President, Executive Director and Secretary are authorized and directed to execute on behalf of the District: (i) the ITEP application; (ii) the IGA, in its final form approved by the Executive Director and Corporate Counsel; and (iii) such certifications, agreements, and other documents or instruments as may be reasonably necessary to apply for, accept and administer ITEP grant funding for the Project and to implement or effectuate the actions contemplated by the IGA, provided that such documents have first been reviewed and approved by the District’s Corporate Counsel.

**Section 6: 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. \_\_\_\_\_

**Intergovernmental Agreement  
by and between the  
Lake County Forest Preserve District and the  
Forest Preserve District of Cook County**

This Intergovernmental Agreement (this “Agreement”) is entered into 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.* (the “Lake County District”), and the **Forest Preserve District of Cook County**, a body politic and corporate, organized and existing under the Cook County Forest Preserve District Act, 70 ILCS 810/0.01 *et seq.* (the “Cook County District”).

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Lake County District and the Cook County District (collectively, the “Parties”) agree as follows:

**Section 1. Recitals.**

**A.** Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function.

**B.** The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies within the State of Illinois.

**C.** The Lake County District and Cook County District own segments of the Des Plaines River Trail at its crossing with Lake Cook Road (the “Trail”), with the Lake County District owning the portion of the Trail lying in Lake County, and the Cook County District owning the portion of the Trail lying in Cook County.

**D.** In or about 1994, the Parties jointly constructed a pedestrian bridge over Lake Cook Road (the “Lake Cook Bridge”) and bridge approaches to the north and south of the Lake Cook Bridge structure (the “Approaches”) that provide an above-grade crossing for the Trail over Lake Cook Road.

**E.** To facilitate the original design and construction of the Lake Cook Bridge, Approaches, and related improvements, the Parties and the County of Cook previously entered into that certain “Joint Agreement for the Construction of Bicycle/Equestrian/Pedestrian Structure Over Lake Cook Road” dated October 18<sup>th</sup>, 1994 (the “1994 IGA”).

**F.** Among other things, the 1994 IGA provides that after completion, final inspection, and acceptance of the Lake Cook Bridge, the Lake County District and the Cook County District will “assume jurisdiction and maintenance of that portion of the completed STRUCTURE in its County” (the “Maintenance Clause”).

**G.** The Parties have determined that certain work is needed for repair and rehabilitation of the Lake Cook Bridge (the “Project”) and desire to jointly seek grant funding from the State of Illinois through its Department of Transportation (“IDOT”) under the Illinois Transportation Enhancement Program (“ITEP”) for the completion of the Project.

**H.** The Parties further desire to enter into this Agreement to restate and supersede their mutual obligations under the Maintenance Clause of the 1994 IGA and further set forth their future obligations for repair and rehabilitation of the Lake Cook Bridge and Approaches.

**I.** The Parties are authorized to enter into this Agreement pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.*; the Cook County Forest Preserve District Act, 70 ILCS 810/0.01 *et seq.*; Article VII, Sections 6 and 10 of the Illinois Constitution; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and all other applicable authority, and the Parties’ representatives are authorized to execute this Agreement by act(s) of their respective duly constituted governing bodies.

## **Section 2. Design and Construction of the Work.**

### **A. Scope of Work and Engineering Services**

1. The Lake County District has caused its consultant, Engineering Resource Associates, to prepare a Bridge Condition Report (the “Bridge Report”), attached hereto as Exhibit A, which sets forth recommendations for the Project. Additionally, the Lake County District has caused its civil engineering consultant to prepare a preliminary estimate of costs for the Project, attached hereto as Exhibit B. The Parties will cooperate to mutually determine the final scope of work for the Project (the “Work”) as set forth in this Agreement.

2. The Lake County District will obtain, and provide to the Cook County District, a proposal from a qualified engineering consultant to perform a Phase I engineering study for the Work, including preliminary engineering and any necessary environmental analyses (the “Phase I Engineering Services”). Subject to review and approval of a Phase I Engineering Services proposal by both Parties, the Lake County District will retain the selected consultant to complete the Phase I Engineering Services. The Lake County District will advise the Cook County District: (i) of the anticipated schedule for completion of Phase I Engineering Services once known, (ii) when the Lake County District has executed an agreement with the selected consultant and issued a notice to proceed, and (iii) if the cost of Phase I Engineering Services will need to be increased since the Parties’ original approval of this Agreement.

3. After completion of the Phase I Engineering Services, the Lake County District will obtain, and provide to the Cook County District, a proposal from a qualified engineering consultant to perform engineering design services for the final design of the Project (the “Phase II Engineering Services”), including, without limitation, the preparation of final plans and specifications for the Work. Subject to review and approval of a Phase II Engineering Services proposal by both Parties, the Lake County District will retain the selected consultant to complete the Phase II Engineering Services. The Lake County District will advise the Cook

County District (i) of the anticipated schedule for completion of Phase II Engineering Services once known, (ii) when the Lake County District has executed an agreement with the selected consultant and issued a notice to proceed, and (iii) if the cost of Phase II Engineering Services will need to be increased since the Parties' original approval of this Agreement.

4. The Lake County District will be responsible for coordinating and advancing the Phase I and Phase II Engineering Services with the selected engineering consultant and paying all amounts due for the Phase I and Phase II Engineering Services, subject to reimbursement from the Cook County District as provided in Section 4, below.

5. No Work shall commence until (i) the preliminary (30%), pre-final (90%) and final (100%) plans and specifications for the Work (collectively, the "Plans") have been reviewed and approved by both Parties and meet all requirements for IDOT contract letting and (ii) funding has been secured for Phase III Engineering Services (defined below) and construction Work.

## **B. Construction Contract and Work.**

1. The Parties anticipate that, pursuant to a Grant Agreement (defined below), IDOT will obtain competitive bids and award to one or more contractors (the "Work Contractor") a contract for the performance of the Work (the "Work Contract"). The Parties shall cooperate with each other and with IDOT to award the Work Contract. The Lake County District shall pay all amounts due to the Work Contractor for the Work under the Work Contract that are not payable by the Grant, subject to reimbursement from the Cook County District as provided in Section 4, below.

2. Subject to IDOT entering into the Work Contract, the Lake County District will negotiate and enter into a contract with one or more engineering firms for the performance of Phase III engineering services for the Work, including construction observation services (the "Phase III Engineering Services") and provide the Cook County District with a schedule and advance notice of regular meetings and notice of whether the cost of Phase III Engineering services will need to be increased.

3. The Lake County District shall obtain all required permits and approvals for the Work from the appropriate federal, state, or local governmental agencies. The Cook County District agrees to fully cooperate with the Lake County District in its applications for such permits and approvals, including providing timely reviews and signatures.

4. The Lake County District agrees that it shall, and shall cause its employees and contractors to, adhere to all necessary safety measures and precautions in the performance of Work on or around Cook County District property to safeguard the general public and its property including, but not limited to: maintenance of any temporary fencing in accordance with the Plans, removal of excess excavation materials, restoration of any ditches, and the location and exposure by hand of any utility lines, provided that the Cook County District provides reasonable advance notice to the Lake County District of such measures. The parties will cooperate in the coordination and implementation of such safety measures and precautions throughout

development of the Plans and during construction of the Work.

5. The Work to be performed by the Lake County District, or its employees or contractors, also shall include restoration of Cook County District property that is disturbed during construction. Restoration may include top-dressing after final settlement with original topsoil, cultivation, fine grading, seeding, and/or the laying of mulch, as required by the Cook County District.

### **Section 3. Grant Funding and Administration.**

**A. ITEP Grant Funding.** The Parties intend to apply for an ITEP grant that is anticipated to provide up to \$5,000,000 in funding for the Project (“Grant”). If a Grant is awarded for the Project, it is further anticipated that the Lake County District will enter into a local public agency grant agreement with IDOT (“Grant Agreement”), under which the Lake County District will agree to pay for the remainder of the cost of the Work (the “Local Share”), which Local Share is 20% (up to \$1,250,000) plus any additional costs incurred to complete the Work.

#### **B. Lead Agency; Cooperation.**

1. The Lake County District will be the lead agency for the Project. In its capacity as lead agency, the Lake County District will be responsible for preparing and submitting the Grant application, administering the Grant, and procuring and coordinating all aspects of the Phase I, II, and III Engineering Services and the Work through the Grant process, including hiring qualified consultants and coordinating with IDOT for bidding and letting the Work Contract.

2. The Cook County District will be invited to participate in regular plan reviews, progress meetings, and field meetings, but the Lake County District shall have authority to administer the Grant as the lead agency for the Project.

3. The Cook County District shall, in a timely manner, review and comment on Plans and construction specifications for the Work and shall promptly review and execute such documents as may be reasonably requested by the Lake County District to apply for and administer the Grant in accordance with the Grant Agreement.

### **Section 4. Cost Sharing.**

**A. Phase I and II Engineering Services.** Each Party will pay 50% of the costs of Phase I and Phase II Engineering Services.

**B. Construction Phase.** The Parties will divide the Local Share costs for the Work and Phase III Engineering Services (“Construction Costs”) as follows:

1. Each Party will pay 50% of the Construction Costs for Work on the Lake Cook Bridge; and

2. Each Party will pay a *pro rata* share of the Construction Costs for Work

on the Approaches in proportion to the linear feet of their respective portions of the Approaches within the Project area.

**C. Reimbursement Procedures.** The Lake County District will review and, upon approval, pay all amounts due for Phase I and II Engineering Services and Construction Costs. The Lake County District shall submit a separate invoice to the Cook County District for the Cook County District's share of such costs as provided in this Section, which shall include the detailed consultant or contractor invoice(s) and proof of the Lake County District's payment. The Cook County District will remit reimbursement payments to the Lake County District within 90 days after receipt of each such invoice.

## **Section 5. Licenses and Easements.**

**A. Grant of License.** The Cook County District grants the Lake County District and its officers, employees, consultants, subconsultants, agents, suppliers, contractors, and invitees a license to enter upon those portions of Cook County District property where the Project will be constructed, together with reasonable rights of ingress and egress, for the purpose of advancing the Phase I, II, and III Engineering Services and completing the Project. The licensed area currently contemplated for the Project is generally depicted in Exhibit C.

**B. Additional Licenses and Easements.** The Parties will enter into separate agreements and seek additional Board approvals, as needed, to convey additional licenses and/or temporary easements as reasonably required for completion of the Project and the Work.

## **Section 6. Use, Maintenance, and Operation of the Lake Cook Bridge.**

**A. Intent of Parties.** The Parties intend the provisions of this Section to restate and supersede their obligations to each other under the Maintenance Clause of the 1994 IGA and further set forth their future obligations for repair and maintenance of the Lake Cook Bridge and Approaches. As between the Parties, the terms of this Agreement shall control in the case of any conflict with the 1994 IGA.

**B. Open to Public Use.** Except for temporary closures that may be required to complete the Project or future maintenance and repair work, the public shall have the right to use the Lake Cook Bridge and Approaches for public multi-use trail purposes and uses, including bicycle and pedestrian uses, in accordance with the Parties' generally applicable ordinances, rules, and policies.

**C. Ownership and Maintenance.** The Parties agree that (i) the Lake County District shall own and be responsible for future maintenance, repair, replacement, or removal of that portion of the Lake Cook Bridge and Approach located in Lake County, and (ii) the Cook County District shall own and be responsible for future maintenance, repair, replacement, or removal of that portion of the Lake Cook Bridge and Approach located in Cook County.

**D. Lake County District Obligations.** Except as otherwise provided in this Agreement for the Project, the Lake County District shall, at no cost to the Cook County District,

maintain its portion of the Lake Cook Bridge and Approach, including by periodically (i) inspecting its portion of the Lake Cook Bridge and Approach for damage and deterioration necessitating repairs, and sharing such information with the Cook County District, (ii) removing trash and debris, (iii) pruning trees and shrubs adjacent to the Approach and paved portion of the Trail as necessary to provide passage for users of the Lake Cook Bridge, (iv) repairing significant damage, (v) maintaining pavement striping and markings, (vi) performing other day-to-day and routine maintenance, and (vii) obtaining any necessary permits and approvals for such work.

**E. Cook County District Obligations.** Except as otherwise provided in this Agreement for the Project, the Cook County District shall, at no cost to the Lake County District, maintain its portion of the Lake Cook Bridge and Approach, including by periodically (i) inspecting its portion of the Lake Cook Bridge and Approach for damage and deterioration necessitating repairs, and sharing such information with the Lake County District, (ii) removing trash and debris, (iii) pruning trees and shrubs adjacent to the Approach and paved portion of the Trail as necessary to provide passage for users of the Lake Cook Bridge, (iv) repairing significant damage, (v) maintaining pavement striping and markings, (vi) performing other day-to-day and routine maintenance, and (vii) obtaining any necessary permits and approvals for such work.

**F. Coordination of Lake Cook Bridge Repairs.** Each Party will notify the other Party when it determines that structural maintenance or repairs may be needed to the Lake Cook Bridge. In that circumstance, the Parties will cooperate to evaluate, plan, and complete any necessary work, including determining equitable cost-sharing. Neither Party shall undertake structural work affecting the Lake Cook Bridge without prior written notice to the other Party.

## **Section 7. General Provisions.**

**A. Effective Date.** This Agreement will be effective upon the date of its approval and execution by both Parties (the “Effective Date”).

### **B. Term and Termination.**

**1.** The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein.

**2.** Either Party may terminate, or propose amendments to, this Agreement upon written notice to the other Party if IDOT does not award a Grant for the Project in at least the amount of \$5,000,000.00. In the event of termination pursuant to this paragraph, all costs incurred for Phase I and/or Phase II Engineering Services prior to the effective date of termination will be shared by the Parties in accordance with Section 4. In the event of proposed amendments under this paragraph, the Parties agree to work in good faith to negotiate an amendment to this Agreement, subject to review and approval by the Boards of both parties, that will resolve future cost-sharing of all phases of the Project, the potential revision of the scope of Work for the Project, and the handling of the necessary repairs to the Lake Cook Bridge in a timely manner.

3. Unless sooner terminated pursuant to Section 7(B)(2), this Agreement will have an initial term of thirty (30) years and thereafter will automatically renew for additional, successive ten-year terms unless terminated by either Party by providing written notice to the other Party at least 90 days before the end of the initial term or a renewal term.

**C. Compliance with Laws.** In exercising their rights under this Agreement, the Parties shall comply with all applicable federal, state, and local laws.

**D. Indemnification.**

1. **By the Lake County District.** The Lake County District shall indemnify, hold harmless, defend, and release the Cook County District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with the negligent acts or omissions of the Lake County District in the performance of its obligations pursuant to this Agreement.

2. **By the Cook County District.** The Cook County District shall indemnify, hold harmless, defend, and release the Lake County District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with the negligent acts or omissions of the Cook County District in the performance of its obligations pursuant to this Agreement.

**E. Insurance.**

1. **By the Lake County District.** The Lake County District shall maintain, for the duration of this Agreement, a policy or policies of insurance with commercially reasonable coverage and limits, including but not limited to, General Liability Insurance. The insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses and name the Cook County District as additional insured on all General Liability policies. The Lake County District shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The Cook County District reserves the right to request a certificate of insurance at any time.

2. **By the Lake County District's Contractors.** All Lake County District contractors performing any work on Cook County District property must maintain the insurance coverages and limits as provided in Exhibit D at all times during the term of this Agreement.

**F. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt

of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. 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 such Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Lake County District shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District  
1899 W. Winchester Road  
Libertyville, IL 60048  
Attention: Executive Director

With a copy to:

Burke, Warren, MacKay & Serritella, P.C.  
330 N. Wabash Ave., 21st Floor  
Chicago, IL 60611  
Attention: Matthew E. Norton

Notices and communications to the Cook County District shall be addressed to, and delivered at, the following addresses:

Forest Preserves of Cook County  
536 North Harlem Ave  
River Forest, IL 60305  
Attention: General Superintendent

With a copy to:

Forest Preserves of Cook County  
69 W. Washington St., Ste. 2010  
Chicago, IL 60602  
Attention: Chief Attorney

The foregoing shall not be deemed to invalidate any notice actually received.

**G. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**H. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**I. Exhibits.** Exhibits A and B, attached to this Agreement, is, by this reference, incorporated in and made a part of this Agreement.

**J. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

**K. Incorporation.** The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements. It is the intent of the Parties to provide for integration of all prior agreements and understandings within the terms of this Agreement.

**L. Severability.** Should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

**M. No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation, or entity shall be made, or be valid, against the Parties.

**N. Transfers.** No Party shall sell, assign or otherwise transfer its interest under this Agreement without the written approval of the other Party. The provisions set forth in this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the Parties.

**O. Execution.** Each Party shall cause its duly authorized representatives to execute this Agreement on its behalf. This Agreement may be executed in counterparts and/or via electronic signatures.

(Signature Page to Follow)

ATTEST:

**Lake County Forest Preserve District**

By: \_\_\_\_\_  
Julie Gragnani, Secretary

By: \_\_\_\_\_  
Jessica Vealitzek, President

ATTEST:

**Forest Preserve District of Cook County**

By: \_\_\_\_\_  
Lynne Turner, Board Secretary

By: \_\_\_\_\_  
Toni Preckwinkle, President

**Exhibit A**

Bridge Condition Report

**Exhibit B**

Preliminary Cost Estimate

**Exhibit C**

Licensed Area

# Des Plaines River Trail Bridge Rehabilitation over Lake Cook Rd



## Legend

- Forest Preserve Property
- Forest Preserve Easement
- Project Area
- Des Plaines River Trail

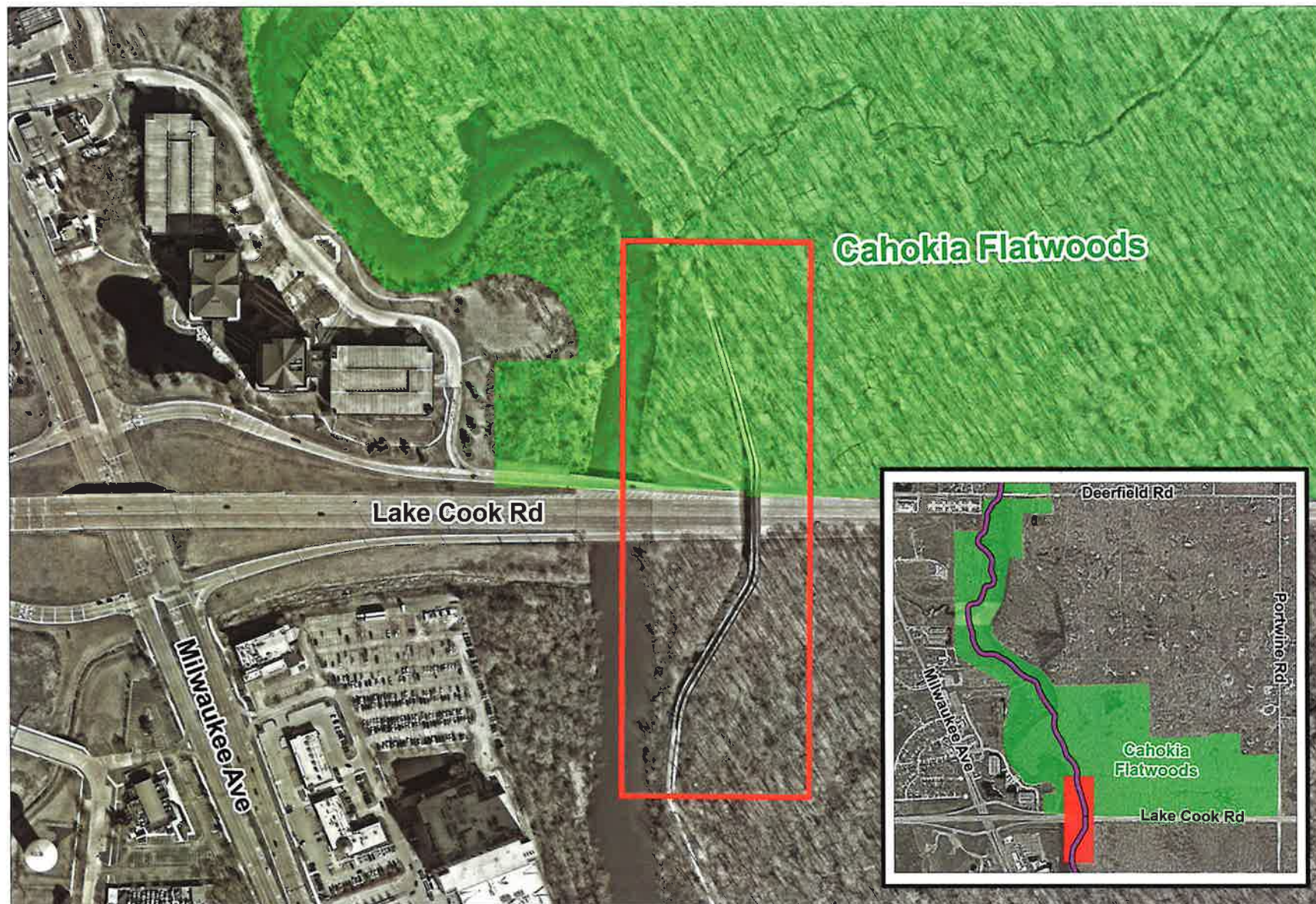
Contains Copy Only  
Property boundaries indicated are provided for general location purposes.  
Wetland and floodplain shown are approximate and should not be used to  
determine eligibility for acquisition as a Land for purchasing property.

2025 Annual Plan Map Prepared 20 August 2025

Prepared and authorized by: Lake County, Illinois  
18 North County Street  
Woodstock, IL 60091  
847.372.2172

Lake County, Illinois Planning District  
1100 West Harrison Rd  
Evanston, IL 60201  
847.368.7331  
www.LCPRD.org

0 100 200 400 Feet



**Exhibit D**

Insurance Requirements

## **EXHIBIT D**

### **Insurance Requirements**

#### **Waiver of Subrogation and Insurance Requirements**

##### **Subrogation and Waiver**

The Lake County District's contractors shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the Forest Preserve District of Cook County (the "District"), the District's Board of Commissioners and employees of the District.

The Lake County District's contractors shall waive their rights of recovery against District, District's Board of Commissioners and employees of District which they may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

##### **Insurance Requirements of LAKE COUNTY DISTRICT**

Prior to the effective date of this Agreement, The Lake County District's contractors, at their cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Lake County District's contractors responsibility for payment of damages resulting from its operations under this Agreement. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the District, with the exception of Workers' Compensation and Professional Liability.

The Lake County District's contractors' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Agreement, written approval is granted by the District's Purchasing Agent for variance from those limits.

The Lake County District's contractors shall require all subcontractors agents, invitees and designees, to provide the insurance required in this Agreement, or the Lake County District may provide the coverage for them. All subcontractors are subject to the same insurance requirements as the Lake County District's contractors.

##### **Coverages**

###### **(a) Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee

\$500,000 Policy Limit for Disease

- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall be \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, the Lake County District's contractors shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall be the following:

- 1) Liability - All Autos - Bodily Injury & Property Damage:  
\$1,000,000 per Occurrence
- 2) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the limits specified above, the Lake County District's contractors shall secure and maintain additional limits in the amount necessary to increase the overall coverage to \$3,000,000 each occurrence for all liability, which may be evidenced through primary limits.

### **Additional requirements**

(a) **Additional Insured**

Cook County Forest Preserve District, its officials, employees and agents shall be included as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the District Purchasing Agent.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Agreement shall be endorsed to provide that the insurance company shall notify the District's Purchasing Agent 30 days prior to the effective date of any cancellation of such policies. Prior to the date on which the Lake County District's contractors commences performance of its part of the work, the Lake County District's contractors shall furnish to the District certificates of insurance maintained by them. The receipt of any certificate of insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the District to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Lake County District's contractors obligations to obtain insurance pursuant to these insurance requirements.

The District maintains the right to modify, delete, alter or change these insurance requirements, subject to separate scope and price adjustments.