



It is the mission of the Urbana Park District to:

- Improve the quality of life of its citizens through a responsive, efficient, and creative park and recreation system,
- Pursue excellence in a variety of programs, parks, and special facilities that contribute to the attractiveness of neighborhoods, conservation of the environment, and the overall health of the community.

**NOTICE AND AGENDA OF MEETING
URBANA PARK DISTRICT BOARD OF COMMISSIONERS
BOARD STUDY SESSION
TUESDAY, SEPTEMBER 7, 2021
6:30 PM
PLANNING & OPERATIONS FACILITY
1011 E. KERR AVENUE
URBANA, IL 61802**

Board Study Sessions are designed for the Board to study, review and discuss specific topics. Actions are not typically taken during a Study Session, unless specifically noted on the agenda.

I. Call to Order

A. Remote Attendance

The Board may authorize, by a voice vote of the physically present board members, any Commissioner wishing to attend remotely, pursuant to the UPD Remote Attendance Policy (Ord 2017-03).

II. Accept Agenda

III. Public Comment

Any member of the public may make a brief statement at this time within the public participation rules of the Board.

IV. Discussion

- A. Kickapoo Rail Trail Intergovernmental Agreement**
B. New at UPD

V. Comments from Commissioners

VI. Adjourn

Note: This Meeting Agenda and its supporting materials are on the UPD website at <http://www.urbanaparks.org/documents/index.html>, choose the “Public Meetings” category and search for the meeting information you wish to download.

KICKAPOO RAIL TRAIL INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2019, by and between the CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT (“CCFPD”), VERMILION COUNTY CONSERVATION DISTRICT (“VCCD”), the URBANA PARK DISTRICT (“UPD”), _____, _____, _____, _____ and _____, (each a “Party” and collectively along with any additional governmental agencies joining the Agreement in the future, the “Parties”).

WITNESSETH:

WHEREAS, the Parties to this Agreement have proposed a collaboration for long term planning and development of the multi-use Kickapoo Rail Trail (“KRT”), as well as the public lands and amenities appurtenant thereto, in order to make efficient use of public dollars, ensure consistent maintenance, general standards of appearance and branding, and ultimately to provide the greatest benefit to the Parties’ respective constituencies by linking key resources;

WHEREAS, the KRT contains a wide range of important and unique natural resources and presents outstanding opportunities for recreation and economic development;

WHEREAS, the KRT is located on federally rail-banked properties currently owned by the CCFPD, VCCD and Illinois Department of Natural Resources (“IDNR”), which traverse the jurisdictions of various governmental Parties; and

WHEREAS, the Parties desire to develop and represent a unified vision for the KRT to be communicated when sharing information both internally to their respective agencies or externally on matters relating to planning and development of the KRT and the public lands and amenities appurtenant thereto.

NOW, THEREFORE, the Parties hereto mutually agree that:

1. The Parties agree to title their collaboration the “KRT Steering Committee” (the “Committee”) and the purpose of the Committee shall be to develop and communicate a unified vision for all agencies involved in the planning the KRT and the public lands and amenities appurtenant thereto.
 2. Each governmental Party may appoint its own representative to the Committee. All Parties agree to appoint only a representative that is willing and able devote such time and participate meaningfully in the activities of the Committee as reasonably needed to advance the purpose of the Committee.
 3. The Parties agree to support the activities (e.g., seeking grants, fundraising, event coordination, trail expansion, trail improvements) of the Committee by participating in good faith and in meaningful was in the planning and development of consistent development and maintenance standards and specifications for public lands and amenities appurtenant to the KRT (e.g., trail heads, signage, lighting, parking areas, rest areas, benches, tables, trash receptacles, water fountains and restrooms).
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4. The Parties agree to use only established KRT logos and signage, according to standards approved by the Committee.
5. The terms of this Agreement may only be amended by mutual consent of the Parties with a written Amendment executed and dated by the Parties.
6. Any Party may terminate their participation in this Agreement for any reason by providing sixty (60) days written notice to the other Parties hereto. Unless and until all Parties' participation is terminated by written notice, this Agreement will remain in full force and effect.
7. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
8. This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire agreement between the Parties. All prior conversation or writings between the Parties hereto or their representatives regarding the subject matter hereof are merged herein and extinguished.
9. This Agreement is subject to the jurisdiction and laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the date of the latest signature below (the "Effective Date").

DRAFT

(Signatures on following pages)

[add signature blocks when approved and initial Parties identified]

DRAFT