

SPECIAL BOARD MEETING REMOTE MEETING HELD VIA TELECONFERENCE

The President of the Board of Commissioners has determined that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act is not practical or prudent because of the COVID-19 disaster.

(As permitted by Public Act 101-0640)

Citizens may participate in the zoom meeting by going to the following web address: https://us02web.zoom.us/i/85482935175?pwd=YS9tcGIEWjNvK1IPZIBOeEsxNE03Zz09

For online video access, please use the following Meeting ID and Password when prompted:

Meeting ID: 854 8293 5175

Password: 094510

Alternatively, the meeting may be accessed by telephone at: 1-312-626-6799, If prompted for the following items, please enter:

Meeting ID: 854 8293 5175, followed by the # symbol

Password: 094510, followed by the # symbol

Citizens will be offered an opportunity to speak to the Board during the public comment portion. To facilitate this and not have individuals speaking over one another, the Park District kindly requests that individuals wishing to address the Board via the conference line during public comment notify the Park District via email, as noted below, of their intent to address the Board. Alternatively, citizens may submit public comments by email prior to the Board meeting, to be announced by the Park Board President during the public comment portion of the meeting. Email submissions (notice of intent to speak or comment via email) should be submitted by Noon on Wednesday, September 22, 2021, and sent to joe.deluce@champaignparks.org.

Wednesday, September 22, 2021 5:30 p.m.

- A. CALL TO ORDER
- **B. COMMENTS FROM THE PUBLIC**
- C. NEW BUSINESS
 - Approval of a Resolution Appointing Sam Banks to the Board of Directors of the Champaign Parks Foundation for the Remainder of a Two-Year Term That Expires in May, 2023.
 Staff recommends that Sam Banks be appointed to the Champaign Parks Foundation Board of Directors, for the remainder of a two-year term expiring May, 2023. (Roll Call Vote)
 - 2. Approval of Bid for Janitorial Services at the Virginia Theatre
 Staff recommends that the Board authorize the Executive Director to execute an agreement with the low, responsible bidder, JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning, Champaign, to provide janitorial services at the Virginia Theater for a term of two (2) years, with the option to renew for one (1) additional year. (Roll Call Vote)
 - Approval of Lease Extension with the Urbana Champaign Sanitary District
 Staff recommends the Park Board approve the new extended lease for the Bark District (Dog Park). (Roll Call Vote)
 - Approval of Bid for Fiber Internet Services
 Staff recommends approval of an agreement between the Park District and i3 Broadband to provide fiber services to Park District facilities and authorizing the Executive Director to execute the agreement contingent upon final review and consent of legal counsel. (Roll Call Vote)

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- Approval of a Resolution to Ratify Change Order No. 3 for CUSR Center Renovation
 Staff recommends the Board of Commissioners approve the attached resolution, CUSR Center Construction Contract Change Order No. 3, and ratify Change Order No. 3 for the project, in the amount of \$30,788.00. (Roll Call Vote)
- Approval of Intergovernmental Agreement with Unit 4 for Spalding Park
 Staff recommends approval of the Intergovernmental Agreement between the District and Unit 4
 School District for the construction and ongoing operation of tennis courts at Spalding Park.
 (Roll Call Vote)

D. DISCUSSION ITEMS

- 1. Trails Plan
- 2. Board Policy Manual Updates
 - a. Distribution of Employment Policies and Procedures Manual Policy
 - b. District Wide Strategic Plan Policy
 - c. District Wide Comprehensive Plan Policy
 - d. Employment of Certified/Professionally Trained Staff Policy
 - e. Environmental Policy
 - f. Tuition Reimbursement Policy

E. COMMENTS FROM COMMISSIONERS

F. ADJOURN



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 22, 2021

SUBJECT: Foundation Board Member Appointee

Background

Upon the April, 2021 resignation of Jackson Aaberg from the Champaign Parks Foundation Board of Directors, a vacancy opened for one, two-year term, which expires in May of 2023. Board Member Holding recommended staff and Chair Corum met with Sam Banks, retired Executive Director of the Don Moyer Boys & Girls Club, who had expressed interest in learning more about the Foundation. At the conclusion of that meeting Mr. Banks decided he was in fact interested in serving on the board. During their September meeting, the Champaign Parks Foundation Board of Directors approved forwarding Mr. Banks' name to the Park Board for appointment. The following is a brief summary of Mr. Banks' background.

Employer

Executive Director (now retired) for the Don Moyer Boys & Girls Club for nine years. Prior to that he was CEO of the Cunningham Children's Home for 26 years.

Boards and committees served on

Mr. Banks currently serves as a volunteer director on the 1st Busey Corp. board, the Illinois Boys & Girls Club Alliance and the Lincolnshire Fields Country Club board. He previously served on the board for the Developmental Services Center.

Education/Training/Certificates

Master's Degree in Social Work Administration

Mr. Banks brings a strong background in nonprofit leadership, finance and fundraising and possesses a wealth of community resources that he has offered for the benefit of the Foundation.

Prior Board Action

N/A

Budget Impact

None

Recommended Action

Staff recommend that Sam Banks be appointed to the Champaign Parks Foundation Board of Directors, for the remainder of a two-year term expiring May, 2023.

Prepared by: Reviewed by:

Laura C. Auteberry
Development Director

Joe DeLuce, MS, CPRP
Executive Director

RESOLUTION APPOINTING DIRECTORS TO THE CHAMPAIGN PARKS FOUNDATION

WHEREAS, the Champaign Park District Board of Commissioners formed the Champaign Parks Foundation, a not for profit corporation, duly authorized to transact business in the State of Illinois;

WHEREAS, the Champaign Parks Foundation was formed for the purpose of creating and carrying out a capital campaign and accepting and managing donations and gifts for the benefit of the Champaign Park District, including without limitation, land, cash and marketable securities;

WHEREAS, the Champaign Park District's appointed Commissioner liaison and Executive Director serve on the Board of Directors as voting members in addition to the other appointed Board members;

WHEREAS, the Champaign Park District's Board of Commissioners is to appoint Champaign Parks Foundation Board members to serve terms as set forth in the bylaws; and

WHEREAS, the Board of Commissioners has contacted community members who have shown an interest in the success of the Champaign Park District, its facilities and services, as well as serving on the Champaign Parks Foundation Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the Champaign Park District Board of Commissioners hereby appoints as Director of the Champaign Parks Foundation Sam Banks for the remainder of a two-year term expiring in May of 2023.

APPROVED by the Board of Commissioners of the Champaign Park District this 22nd day of September 2021.

Kevin J. Miller, President	Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 22, 2021

SUBJECT: Virginia Theatre Janitorial Services Bid

Background

Janitorial services at the Virginia Theatre are arranged according to the facility's event schedule, with "Post-Event" cleanings of the auditorium, lobbies, and backstage areas taking place after live shows, movie screenings, and private bookings—all at different hours of the day, in the evenings, and on weekends. To this always-changing schedule the theatre adds a standing weekly schedule of regular "Front-of-House" service to keep the facility's lobbies, restrooms, and offices in clean, sanitary condition.

Given the Virginia's busy, variable event schedule, the Champaign Park District has utilized independent contractors since 2016 as the most effective and efficient solution to the theatre's cleaning challenges. A contract janitorial service is scalable (additional workers can easily be scheduled at busier times and after larger events), always available when needed, and open to around-the-clock shift work. This flexibility and efficiency, coupled with the cost savings compared to a full-time, benefitted Building Services Worker (plus several part-time staff members), has led staff to recommend contract cleaning as the best option for the theatre.

On August 22, 2021, the janitorial services contract at the Virginia Theatre was publicly announced for bid.

Prior Board Action

The Park Board previously authorized the Executive Director to enter into agreements with JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning, Champaign, IL, to provide janitorial services at the Virginia Theatre from August 1, 2016, to July 31, 2017; from September 15, 2017, to October 11, 2017; from October 12, 2017, to October 11, 2020; and from October 12, 2020, to October 11, 2021.

Bid Results

An invitation to bid was published in *The News-Gazette* and bids were subsequently opened and read aloud at the Virginia Theatre on Monday, September 13, 2021, at 4:00 P.M. (CDT).

One bid was received and the result is as follows:

BIDDER	FRONT-OF- HOUSE	POST-EVENT, WITH BACKSTAGE	POST-EVENT, W/O BACKSTAGE	ALTERNATE 1	ALTERNATE 2
JMC Serve, Inc. DBA ServiceMaster Janitorial Cleaning	\$23.50 / Hour	\$23.50 / Hour	\$23.50 / Hour	\$345 Extract Carpets / \$525 Vac. Aud. Seats / \$175 Vac. Ceil. Vents	\$26.75 / Hour

JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning, Champaign, IL, was deemed the low, responsible bidder.

Budget Impact

The FY22 Champaign Park District budget includes \$33,500.00 for contract janitorial services at the Virginia Theatre. No Park District janitorial staff are currently on payroll at the theatre, and there are no plans to hire any. Staff has evaluated the rates submitted by the low, responsible bidder, JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning, and determined that the amount budgeted in FY22 for contract janitorial services at the Virginia should be sufficient to cover the cost.

Recommended Action

Staff recommends that the Board authorize the Executive Director to execute an agreement with the low, responsible bidder, JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning, Champaign, to provide janitorial services at the Virginia Theater for a term of two (2) years, with the option to renew for one (1) additional year.

Prepared by: Reviewed by:

Steven Bentz Joe DeLuce, CPRP Director, Virginia Theatre Executive Director

AGREEMENT BETWEEN CHAMPAIGN PARK DISTRICT AND

JMC SERVE, INC., DBA SERVICEMASTER JANITORIAL CLEANING

THIS AGREEMENT is made and entered into effective this 22nd day of September, 2021, by and between **Champaign Park District**, a municipal corporation (hereinafter referred to as "District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, 61821, and **JMC Serve**, **Inc., DBA ServiceMaster Janitorial Cleaning**, a for-profit corporation (hereinafter referred to as "ServiceMaster"), whose principal address is 2506 N. Mattis Avenue, Champaign, Illinois 61822.

WHEREAS, ServiceMaster operates a Cleaning Service performed on an individual contract basis in office buildings, schools, stores and other locations;

WHEREAS, ServiceMaster is a franchise of ServiceMaster Residential/Commercial Services, L.P., and as such is an independent contractor and not an employee, agent, or partner of said franchisor;

WHEREAS, the District desires to enter into an agreement with ServiceMaster whereby it will supply cleaning services at the property commonly known as the Virginia Theatre located in Champaign, Illinois.

NOW THEREFORE, the Parties hereto agree as follows:

<u>Section 1 – General Purpose</u>: District and ServiceMaster hereby enter into this Agreement whereby ServiceMaster shall provide janitorial services in accordance with the terms and conditions recited in the specifications as set forth in Attachment A, entitled "Request for Bids to Provide Janitorial Services at Virginia Theatre", and the response attached hereto and incorporated herein at the following facility and location: Virginia Theatre, located at 203 West Park Avenue, Champaign, Illinois 61820.

<u>Section 2 – Term</u>: The term of this Agreement shall be effective for a period of two (2) years, from October 12, 2021, through October 11, 2023, with the option to renew for one (1) additional year, from October 12, 2023, through October 11, 2024.

<u>Section 3 – Termination</u>: This Agreement may be terminated by either Party, in whole or in part, without showing cause, by giving at least thirty (30) days written notice by certified mail, return receipt requested, with an additional copy, by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 – "Notice".

In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by ServiceMaster up to the date of termination. However, in no event shall ServiceMaster be paid an amount which exceeds the price proposed for the work actually performed.

<u>Section 4 – Work Day/Hours</u>: Hours of cleaning and work days shall be performed in accordance with the terms in Attachment A, Section IV. "Schedule of Janitorial Services". Definitive start times shall be determined by ServiceMaster and District. Work schedules and hours may be adjusted, as agreed to by both Parties, to best serve the Virginia Theatre.

<u>Section 5 – Payment</u>: District shall pay ServiceMaster for services rendered in accordance to the proposal which is included in Attachment A. ServiceMaster shall submit invoices to the District by the 1st Friday of the applicable month. Payment will be made monthly after Park Board of Commissioners approval of bills.

<u>Section 6 – Price Adjustments</u>: In the event the District reduces the scope of work during the contract period, the contract price shall be reduced by a proportional amount as agreed to by the parties acting in good faith.

<u>Section 7 – Termination for Non-Performance</u>: In the event ServiceMaster fails to perform any of the obligations required or provide the required service in a good, workmanlike manner, the District may terminate the contract by giving two (2) weeks written notice by certified mail, return receipt requested, with an additional copy, by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 – "Notice". The District may at its sole option give ServiceMaster a written notice of the breach or lack of performance and allowing for a twenty (20) day cure period. In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by ServiceMaster up to the date of termination. However, in no event shall ServiceMaster be paid an amount which exceeds the price proposed for the work actually performed.

<u>Section 8 – Changes in Specifications</u>: The District reserves the right to change the specifications at any time provided that ServiceMaster and the District shall then act in good faith to determine what price adjustments are to be made.

Section 9 - Insurance Protection: ServiceMaster shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to the District. All insurance coverage provided by ServiceMaster shall be primary insurance as to the District. Any insurance or self-insurance maintained by the District shall be in excess of ServiceMaster's insurance and shall not contribute with it. The District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the District to immediately terminate this Agreement with no further rights afforded ServiceMaster. At its option, the District may continue such insurance at its cost and obtain reimbursement and repayment thereof from ServiceMaster. In such event, ServiceMaster shall pay the amount due within ten (10) days of payment by the District. The Parties acknowledge that ServiceMaster may from time to time change insurers; provided that, the District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

ServiceMaster shall provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis.

ServiceMaster shall maintain in effect, at its sole expense, the following insurance applicable to the work performed hereunder:

- (a) Workers' Compensation:
 - State Statutory
 - Applicable Federal Statutory
 - Must show policy number on certificate of insurance if workman's compensation is provided.

- (b) Comprehensive General Liability:
 - General Liability: \$1,000,000 each occurrence (including completed operation and products liability)
 - Property Damage: \$1,000,000 each occurrence
 - General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.
- (c) Contractual Liability (Hold Harmless Coverage):
 - Bodily Injury: \$1,000,000
 - Property Damage: \$1,000,000 each occurrence
 - Annual Aggregate: \$2,000,000 each occurrence
- (d) Comprehensive Automobile Liability:
 - Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
 - Property Damage: \$500,000 each occurrence or combined single limit of \$500,000
- (e) Umbrella Liability:
 - \$5,000,000 each occurrence

Prior to beginning work, ServiceMaster shall furnish the District with 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. All certificates shall provide for 30 days written notice to the District prior to cancellation or material change of any insurance referred to therein. Failure of the District to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of ServiceMaster's obligation to maintain such insurance.

Section 10 – Independent Contractors: ServiceMaster acknowledges and agrees that ServiceMaster is not an employee of the District, is not entitled to any benefits or protections afforded employees of the District, nor bound by any obligations of employees of the District. Nevertheless, ServiceMaster will not act contrary to the policies of the District. ServiceMaster understands and fully agrees that ServiceMaster will not be insured under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District, and that any injury or property damage in connection with the work performed will be ServiceMaster's sole responsibility and not that of the District. It is also understood that ServiceMaster is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the District and, therefore, ServiceMaster will be solely responsible for ServiceMaster's own acts or omissions, and those of ServiceMaster's employees and agents, if any. The District will not in any manner whatsoever be obligated to defend, indemnify, or hold harmless ServiceMaster, or ServiceMaster's employees and agents, if any, in matters of liability.

ServiceMaster acknowledges and agrees that ServiceMaster is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of ServiceMaster and those employees and agents, if any, employed by ServiceMaster.

<u>Section 11 – Mutual Hold Harmless and Indemnification</u>: ServiceMaster shall indemnify, defend, and hold harmless the District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits, and judgments of whatsoever kind and character, including, without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the District that arises solely from an act, failure, or omission on the part of ServiceMaster or any of its trustees, directors, officers, employees, agents, and representatives in carrying out of the terms of this Agreement.

<u>Section 12 – Subsequent Employment</u>: District agrees that during the term of this Agreement and for a period of ninety (90) days following the termination of this agreement, or any extension thereof, not to employ any person employed by ServiceMaster.

<u>Section 13 – Severability</u>: In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

<u>Section 14 – Assignment - Binding Effect</u>: Neither Party nor any subsidiary, successor, partner, employee, agent, or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other Party.

<u>Section 15 – Waiver</u>: Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

<u>Section 16 – Entire Agreement and Amendment</u>: This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between District and ServiceMaster and may be changed, modified, or amended only by mutual written agreement executed by the Parties.

<u>Section 17 – Notice</u>: All notices required under this Agreement shall be in writing and shall be deemed to be given on the date they were sent by certified mail, return receipt requested, to the address for the respective Party stated below. In addition, any such notice shall also be sent by first class regular U.S. mail to:

Champaign Park District Attn: Joseph C. DeLuce Executive Director 706 Kenwood Rd. Champaign, IL 61821 JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning Attn: Joshua Ussiri 2506 N. Mattis Avenue Champaign, IL 61822

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as the day and year first above written.

Champaign Park District

JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning

Signed:	Signed:	
Name:(printed)	Name: (<i>printed</i>)	
Title:	Title:	
Date:	Date:	

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Request for Bid: The Champaign Park District is requesting bids to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services at the Virginia Theatre, located at 203 W. Park Ave, Champaign, Illinois, 61820.
- 1.02 <u>Definition of Parties</u>: The Champaign Park District will hereinafter be referred to as "District" and/or "Owner". Respondents to the RFB shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as the "Contractor".
- 1.03 <u>Due Date</u>: Sealed bids shall be delivered or mailed to Steven Bentz, Director, Virginia Theatre, 203 West Park Avenue, Champaign, Illinois, 61820, no later than 4:00 P.M. (CDT), on Monday, September 13, 2021, at which time bids will be opened and publicly read aloud. Late bids and facsimile copies will not be accepted.
- 1.04 <u>Bid Understanding</u>: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and that the bidder accepts the terms and conditions, and specifications. Failure to do so will be at the bidder's risk and they cannot secure relief on the plea of error.
- 1.05 <u>Submission of Bid</u>: All bids shall be submitted on the bid form and accompanied by requested information including the Champaign Park District Commitment to Engage in Affirmative Action Practices forms. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures, or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.

Bids shall be enclosed in an envelope sealed and clearly marked with the words: "SEALED BID: 2021-2023 VIRGINIA THEATRE JANITORIAL SERVICE." The bidder shall put its name and address on the outside of the envelope.

The District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.

- 1.06 Award: The District will award the bid to the lowest responsible bidder whose bid will be most advantageous to the District. The District reserves the right to reject any and all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the District. The District reserves the right to waive minor irregularities and technicalities. A bid may be rejected if it is in any way incomplete or irregular.
- 1.07 <u>Withdrawal</u>: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days after date of actual bid opening.
- 1.08 Inquiries: Questions and comments regarding this solicitation should be directed to **Steven Bentz**, **Virginia Theatre**, **by calling 217-819-3902**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding.
- 1.09 Compliance or Deviation to Specifications: Bidder hereby agrees that the equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.

1.10 Compliance with Ordinances and Statutes and Notice of Special Conditions: Each bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, the Illinois Fair Employment Act, the Illinois Prevailing Wage Act, Equal Opportunity regulations, and other Local, Federal, and State regulations and guidelines applicable to the contract. All bidders and contractors agree that they shall comply with the terms and conditions of the Employment of Illinois Workers on Public Works Act, as applicable.

SECTION II. TERMS AND CONDITIONS

- 2.01 <u>Term of the Contract</u>: The contract shall be for a term of two (2) years, with the option to renew for one (1) additional year.
- 2.02 Payments: Contractor shall submit invoices to the District by the 1st Friday of the month. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month.
- 2.03 <u>Subcontractors</u>: Contractor shall not subcontract or assign contract to anyone, in whole or in part, without the prior written consent of the District. Such consent, if granted, shall not relieve the Contractor of its responsibilities under the terms of this contract.
- 2.04 Non-Performance Clause: In the event the Contractor fails to perform any of the obligations required of Contractor or to provide the required service in a good workmanlike manner, the Champaign Park District may terminate the contract.
- Insurance: Contractor shall keep in full force and effect at all times during this Agreement a comprehensive 2,05 general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Contractor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Contractors' insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Contractor, At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Contractor. In such event, Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

Contractor shall provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis.

Contractor shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

- (a) Workers' Compensation:
 - · State Statutory
 - · Applicable Federal Statutory
 - Must show policy number on certificate of insurance if workman's compensation is provided.

- (b) Comprehensive General Liability:
 - General Liability: \$1,000,000 each occurrence (including completed operation and products liability)
 - Property Damage: \$1,000,000 each occurrence
 - General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.
- (c) Contractual Liability (Hold Harmless Coverage):
 - Bodily Injury: \$1,000,000
 - Property Damage: \$1,000,000 each occurrence
 Annual Aggregate: \$2,000,000 each occurrence
- (d) Comprehensive Automobile Liability:
 - · Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
 - Property Damage: \$500,000 each occurrence or combined single limit of \$500,000
- (e) Umbrella Liability:
 - \$5,000,000 each occurrence

Prior to beginning work, Contractor shall furnish the Park District with 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. All certificates shall provide for 30 days written notice to Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion.

All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's and shall not contribute toil

2.06 Independent Contractors: Contractor acknowledges and agrees that Contractor is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District. Nevertheless, Contractor will not act contrary to the policies of the Park District. Contractor understands and fully agrees that Contractor will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be Contractor's sole responsibility and not that of the Park District. It is also understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, Contractor will be solely responsible for Contractor's own acts or omissions, and those of Contractor's employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless Contractor, or Contractor's employees and agents, if any, in matters of liability.

Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees and agents, if any, employed by Contractor.

2.07 <u>Mutual Hold Harmless and Indemnification</u>: Contractor shall indemnify, defend and hold harmless Park District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees,

expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of Contractor or any of its trustees, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

- 2.08 <u>Bid Rigging or Bid Rotating</u>: The bidder by affixing his or her signature to the bid certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 2.09 Protest: If bidder objects to any provision of the bid, or believes District improperly rejected its offer, or believes the selected offer is not in the District's best interests, bidder may submit a written protest within five (5) days after the opening to the Executive Director. The District will consider only written protests that are properly and timely filed with the District. The Executive Director will issue a written decision, and that decision is final.

SECTION III: GENERAL SCOPE OF WORK

The following information is provided to assist the bidder in understanding the scope of services needed by the Champaign Park District.

3.01 Personnel: The Contractor shall provide adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed. The Contractor shall not remove or replace personnel from District facilities without written concurrence of the District. In addition, staff shall have the ability to: read, write, speak, and understand the English language; have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner; and understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

The District will be the sole judge of the acceptability of personnel's performance while on site. The District reserves the right to require the Contractor to remove any personnel from further duty at the facilities.

- 3.02 <u>Uniforms</u>: The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.
- 3.03 <u>Contractors Responsibilities</u>: The successful Contractor shall be responsible for all coordination and supervision of personnel associated with the janitorial service at the facility. These responsibilities include, without limitation, the following:
 - Conduct criminal background investigations on employees hired to provide janitorial services for the District.
 - Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract.
 - Furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, disinfectants, glass cleaner, floor polish, waxes, sealant, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The Contractor shall not use any material or supplies which the District determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
 - Provide all necessary cleaning equipment including, but not limited to, buffing machines, industrial type vacuum cleaners, carpet extractors, and the like needed for the performance of the work of this contract.
 - Provide to the District Material Safety Data Sheets (MSDS) for all chemicals used in the building.
 - Provide hazardous chemical communications training to Contractor's personnel.
 - Properly store all chemicals away from the reach of children and others.
 - Maintain supplies in neat and orderly manner in storage room.

- Provide adequate field supervision to ensure janitorial staff arrives at assigned post on time and performs their duties throughout their assigned shift.
- Report supply needs to the District staff.
- Report any needed repairs to the District staff on a daily basis.
- Report vandalism and/or damage of the facility to District staff immediately upon discovery.
- Proper use of key and security code of the facility. Responsible for securing facility each time you enter or exit the facility.
- Responsible for any breakage, damage, or loss by any of the Contractor's employees or agents.
- Perform reference and background checks on employees in order to determine as well as possible their honesty.
- Post in the storage room, rules and regulations governing the Contractor's employees and agents while in the building, and a copy of the cleaning schedule.
- 3.04 <u>District Responsibilities</u>: The District shall be responsible for providing direction to the Contractor. These responsibilities include, without limitation to, the following:
 - Submission in writing to the Contractor the names of District personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than District authorized personnel will not be accepted or paid for by the District.
 - Provide training assistance to Contractor's staff in security protocols and procedures.
 - Supply all consumable supplies for restrooms to include hand soaps, paper towels, and toilet tissue, trash bags and/or liners.
 - Provide storage space for the Contractor to store any necessary supplies, materials, and equipment.
 - Provide such light, water, and electricity as are necessary to perform the service.
 - Establish time and frequency of direct meetings with the Contractor's Project Manager (minimum of one every ninety days).
 - Schedule monthly inspections of the facility with the Contractor's Project Manager.
- 3.05 Security: District shall provide keys to various areas of the facility, including the storage room(s), that will be made accessible to the Contractor. All costs accrued by the District in reinstating facility security caused by loss of facility keys due to the Contractor's and/or its employees or agents act, error, or omission shall be billed to and paid by the Contractor.
 - The Contractor shall ensure that only their properly identified employees or agents listed with the District are permitted on the premises during the performance of daily duties. The Contractor shall be held accountable for damages or breaches of security caused by its employees or agents.
- 3.06 <u>Work Day/Hours</u>: Monthly schedules of cleaning shifts will be provided by the Virginia Theatre 30 days prior to the start of schedule.
- 3.07 <u>Term of Contract</u>: The term of the contract shall be for a firm, fixed price for a period of two (2) years, with the option to renew for one (1) additional year.
- 3.08 <u>Price Adjustments</u>: The District will not consider price increases during the contract unless the District requests a change in the scope of the project. In the event the District reduces the scope of the work during the contract period, the contract price shall be reduced by a proportional amount as agreed by the parties acting in good faith.
- Appropriation Contingency: The Contractor and the District recognize the continuation of any contract after the close of any given fiscal year of the District, which fiscal years end on April 30 of each year, shall be subject to approval of the budget of the District providing for or covering such contract item as an expenditure therein. The District does not represent that said budget item will be actually adopted, said determination being made by the Park Board of Commissioners at the time of the adoption of the budget.

SECTION IV. SCHEDULE OF JANITORIAL SERVICES

Virginia Theatre: 203 W. Park Ave, Champaign, IL 61820

Term of the Contract: October 12, 2021 – October 11, 2023, with the option to renew for one (1) additional year, from October 12, 2023 – October 11, 2024.

Frequency: Every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

Times: Between the hours of 8:00 A.M. and 5:30 P.M., every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

HOLIDAY SCHEDULE

The following are holidays on which Contract services will not be performed unless approved by District:

Thanksgiving Day Christmas Day New Year's Day Easter Sunday

SECTION V. SPECIFICATIONS AND FREQUENCIES

BASE BID

FRONT-OF-HOUSE

Minimum regularly scheduled cleaning of all front-of-house areas:

				Weekly			
Entrances, Corridors, & Lobby	S	M	T	W	Th	F	Sa
Clean entrance door glass							
Clean glass in display case and box office							
Empty trash and recycling, replace liners							
Set up and take down tables and chairs as needed							
Clean counters and tables							
Vacuum mat, tile, carpet	20071011						
Wet mop tile floor (Including east lobby)							
Clean and disinfect drinking fountains							
Check and remove cobwebs in corners							
Low dust base, sills, chairs, cabinets							
High dust frames, cabinets, ledges, etc.							
Detail vacuum edges and corners							
				Weekly	·		
Offices & Conference Room	S	М	Т	w	Th	F	Sa
Empty trash and recycling, replace liners as needed							
Clean desk tops (do not move papers or personal items)							
Vacuum carpet and tile							
Arrange chairs neatly around desks and tables			L				
Low dust base, sills, chairs, etc.							
High dust frames, cabinets, ledges, etc.							
Detail vacuum edges and corners	-						

	·			Weekly			.,
Lobby Rest Rooms (total of 5)	S	М	Т	W	Th	F	Sa
Knock and announce "Service"							
Restock toilet tissue, paper towels, soap, fem.							
products							
Clean all dispensers							
Empty trash, replace liners as necessary							
Empty and clean sanitary receptacles							
Clean mirrors						1	
Clean sinks and counter tops							
Clean toilets and urinals interior and exterior							····
Spot clean doors and partitions							
Polish faucets and handles							
Sweep and wet mop floors							
Inspect work and turn off lights							
Clean trash receptacles							
Low dust baseboards, etc.							
High dust partitions, lights, etc.							
				Weekly	16		
Service Closets (total of 3)	S	М	Т	W	Th	F	Sa
Clean and organize							
Stock and reorder supplies							
Check labels on all products							
Clean equipment							
Clean service sink							
Wet mop floor							
Clean and hang up wet mops							70
Check for OSHA compliance							

POST-EVENT CLEANING, WITH BACKSTAGE AREAS
Thorough cleaning of auditorium and all backstage areas after a concert, comedy show, play, etc., at dates and times to be determined. Must include the above Front-of-House items, plus the following:

<u>Auditorium</u>	After every Show
Dust debris off seats as necessary	
Pick up debris	
Vacuum and spot mop floors	
Disinfect hand rails	
Stage, Backstage, & Dressing Rooms (total of 7)	After every Show
Dust mop and spot mop stage if necessary	
Vacuum and spot mop floors in dressing rooms	
Spot clean any spills on walls and furniture	
Clean desks, tables, and counter tops	
Spot clean mirrors	
Clean sinks and counter tops in break area	
Spot clean outside of cabinets and appliances	
Vacuum and spot mop stairs	

Backstage Service Closet	After every Show
Clean and organize	
Stock and reorder supplies	
Check labels on all products	
Clean equipment	
Clean service sink	
Wet mop floor	
Clean and hang up wet mops	
Check for OSHA compliance	

Dressing Room Rest Rooms (total of 2)	After every Show
Knock and announce "Service"	
Restock toilet tissue, paper towels, soap, fem. products	
Clean all dispensers	
Empty trash, replace liners as necessary	
Empty and clean sanitary receptacles	
Clean mirrors	
Clean sinks and counter tops	
Clean toilets and urinals interior and exterior	
Spot clean doors and partitions	
Polish faucets and handles	
Sweep and wet mop floors	
Inspect work and turn off lights	
Clean trash receptacles	
Low dust baseboards, etc.	
High dust partitions, lights, etc.	

POST-EVENT CLEANING, WITHOUT BACKSTAGE AREAS
Thorough cleaning of auditorium following movies, speaking events, private parties, etc., at dates and times to be determined. Must include the above Front-of-House items, plus the following:

<u>Auditorium</u>	After every Show
Dust debris off seats as necessary	
Pick up debris	
Vacuum and spot mop floors	
Disinfect hand rails	
Backstage Service Closet	After every Show
Clean and organize	
Stock and reorder supplies	
Check labels on all products	
Clean equipment	
Clean service sink	
Wet mop floor	
Clean and hang up wet mops	
Check for OSHA compliance	

BID FORM JANITORIAL SERVICES

Bidder agrees to supply all materials, labor, and equipment required to perform janitorial services at the Virginia Theatre. The Contract will be awarded based on the total **Base Bid** offered. Individual areas may be eliminated after award of the contract for this work, based upon available funding.

VIRGINIA THEATRE

Bidder agrees to supply all materials, labor, and equipment required to perform janitorial services at the Virginia Theater:

BASE	BI	D
------	----	---

FRONT-OF-HOUSE (see pages 5-6 for schedule and detailed list of duties):

 $$\underline{\partial} 3.50$ / per hour

POST-EVENT CLEANING, WITH BACKSTAGE AREAS (see pages 6-7 for schedule and detailed list of duties):

\$<u>&3</u> .<u>50</u>/ per hour

POST-EVENT CLEANING, WITHOUT BACKSTAGE AREAS (see page 7 for schedule and detailed list of duties):

3.50 per hour

ALTERNATE 1

Periodic Work (Scheduled quarterly)

All Areas:

Extract Carpeted Areas
Vacuum Ceiling Vents
Vacuum Upholstered Furniture

Per Cleaning \$ 345,00 \$ 115,00 \$ 525,00

ALTERNATE 2

Additional Services: Any additional services requested shall be provided at a rate of: \$24.75/ per hour.

CONTRACTOR INFORMATION

Number of year's company has been in business: 55

Licensed by what city/county?: Champaign, IL Champaign

Approximately how many employees do you plan to employ on a regular basis for this contract?

REFERENCES Please list at least three (3) companies or governmental agencies where the same or similar services as contained in this specifications package were recently provided (please print):
Government Agency/Company Name: Champaign Police Department
Contact Person and Title: Renee Yandel
Phone: 217-403-6959 Fax:
Scope of Work: Jany 18 in Services Disinfertion
Scope of Work: Janite in Services (Disintention
Government Agency/Company Name: Champaign Public Works Contact Person and Title: Mile AnderSon Phone: 217 - 714 - 0422 Fax: Contract Period: July 2019 - Present Scope of Work: Twisterial Services Disinfention
Government Agency/Company Name: RPC Head Start Contact Person and Title: Jodi Mc IntoSh Phone: 812 261 - 16260 Fax: Contract Period: June 2019 - Present Scope of Work: Jamiterial Services Disinfation
I hereby certify that I am duly authorized to sign as a representative for the bidder submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the item detailed in this bid. Signed this day of
SUBMITTED BY: Jone Service Laster Company
2506 N. Mastis
Chamain 1 1822
217-239-3847
Phone Fax
Authorized Agent-(print or type)
MODILIA LIGHT
Signature of Authorized Agent
37-165877Q FEIN or SS#

COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A.

A.	The undersigned bidder/contractor/supplier/vendor understands and agrees:
	It is the policy of Seve M. Ob. Seve M. (name of company) that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership or any other protected characteristic as established by law. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.
	Therefore employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership or any other protected characteristic as established by law.
	All management and supervisory personnel shall continue to take positive action to insure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.
В.	The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request written evidence of the effectiveness of the above-required practices, policies and goals.
C.	The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.
D.	The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.
E.	The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with whom he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.
	ertify that I have answered all the foregoing questions and provided all the foregoing information correctly and thrully to the best of my knowledge and ability.
	Inature of Authorized Agent Date
Οlί	ACC A 2011 A 2011
_	le Phone

All information provided the Champaign Park District will be held in strictest confidence.

AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

1.	Company's main offi	ce address: 25010 U. MaHS Champaign J. 101822	
	Phone: <u>SM-S</u>		
	Federal employer's i	lentification number: 37 - 1658770	
2.		ld the company do business with the District? Sub-contractor □ Vendor □ Supplier □ Other	
3.	Major activity of com	pany (principle product or service): <u>Janitarial Services</u>	
4.		ently pre-qualified to do business with the District or other local and/or state	s. 1.1 \
	Yes 🗆 No	If yes, with what agency (ies)? Champaign to b	ic wri
	During the last 12 m state, county, munic	If yes, with what agency(ies)? Champun PD, Champun Rb on the same and such the company performed business with any governmental agency (federal, bal, school districts, etc.)?	101 001 101 001
	Yes □ No	If yes, with what agency(ies)? Champaign PD, Champaign Bhic was sectices Lead Start - Champaign, Under sectices	Dans
Pa	rt II: Policies and Pr	actices + tlad Surt - Mantagn, Union	i I keonou
1.	race, color, religion,	cy to recruit, hire, train, upgrade, promote and discipline persons without regard to sex, age, national origin, marital status, veteran status, disability, sexual orientation, tic information, civil union partnership, or any other protected characteristic as	0,
2.	Has the company de	veloped a written affirmative action policy?	
	Yes 🗆 No	If yes, a copy of the policy shall be provided to the District upon request.	
3.		ave an affirmative action officer or person responsible for affirmative action? One of the second s	
	Name: Marina	Smith	
	Title: OFFICE	Manager	
	Phone: 217-4	13-07/24	
4.	Does the company h ☐ Yes ☐ No	ave bargaining agreements with employee organizations?	
		anizations been notified of the company's responsibility to comply with the Champa tive action program? □ Yes □ No	ign

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre Comments: 5. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program? ☐ Yes □ No Comments: Part III: Personnel Inventory Occupations White Black Hispanic Other Female | Male Male Female | Male Female | Male Female Officials & Managers Professionals Technical Sales Workers Office & Clerical Crafts (skilled) Operatives (semi-skilled) Laborers (unskilled) 24 Service Workers 16 Apprentices (blue collar) On the job trainees (blue collar) On the job trainees (white collar) 31 29 Totals 17 28 32 The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence. Above employee figures were obtained from: ☐ Visual check □ Employment records



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 22, 2021

SUBJECT: Champaign Bark District Lease

Introduction

The land (7 acres) for the dog park was obtained in 2007 in a 20-year lease agreement with the UC Sanitary District. The District has made numerous improvements to the park with the addition of fences for small and large dogs, electronic entrance gates, water fountains, improved parking, and an active membership base. The current 20-year lease expires on May 1, 2028.

Background

The District would like to add additional amenities in the future like shade structures, walking paths, and improved parking but without a long-term lease with the CU Sanitary District this would not be financially feasible. A recent legislative bill signed by the Governor allows an extended length of up to 50 years with the UC Sanitary District. The new proposed lease would be for 30 years as suggested by the UC Sanitary District.

In the event that the District receives approval to construct a new amenity within the dog park but at some point the lease is terminated, the Sanitary District would reimburse the Park District the undepreciated portion of the cost of any such improvement or facilities based upon straight line method of ten (10) year rate (starting with the year of construction) minus the salvage value of the improvement, plus the cost of removal as long as the improvement is removed by the Park District.

The current lease and the proposed lease are attached for your review.

Budget Impact

The new agreement does not impact the overall budget except when and if the Park Board would add new amenities to the dog park.

Recommended Action

Attorney Hall has worked through various issues with the UC Sanitary District attorney and feels the proposed lease protects and provides the necessary provisions for the District to provide the residents with a quality dog park. Staff recommends the Park Board approve the new extended lease for the Bark District (Dog Park).

Prepared by:	Reviewed by:		
Joe DeLuce	Jarrod Scheunemann		
Executive Director	Assistant to the Executive Director		

LEASE

THIS LEASE, made and entered into this day of	, 2021, by and
between the URBANA & CHAMPAIGN SANITARY DISTRICT, a muni-	icipal corporation,
hereinafter referred to as the LESSOR, and the CHAMPAIGN PARK DIS	TRICT, a municipal
corporation, hereinafter referred to as the LESSEE. LESSOR and LESSEI	E may be referred to
individually as a "Party" and collectively as the "Parties", as the case may	be.

IT IS AGREED AS FOLLOWS:

- 1. **LEASE OF PREMISES/TERM**. In consideration of the mutual obligations and benefits to the parties hereto and the benefits to the general public, the LESSOR hereby leases to the LESSEE the following premises identified on attached Exhibit A for a term of Thirty (30) years commencing on the __ day of _____, 2021, and terminating on the ___ day of _____, 2051, said tract to be used by the LESSEE as specified in paragraph 2 below for the public, **subject, however, to the following**:
 - A. The rights, powers and privileges of the LESSOR to use any part thereof for the construction of facilities, including but not limited to buildings, treatment plants and related facilities, sanitary sewers, biosolid storage, storm drains, utility lines and roadways, for the LESSOR, for means of ingress and egress from the sewage treatment works to the public highways and;
 - B. The right of LESSOR to terminate this Lease for any reason upon 180-day prior written notice to LESSEE.
- 2. <u>USE OF PREMISES/MAINTENANCE</u>. LESSEE, at its expense, agrees to use the said premises only as follows: park site, road access, sidewalks, trails, natural area, and dog park. LESSEE agrees to maintain the premises and all improvements thereon in a clean and sanitary condition and in accordance with all applicable statutes, rules and regulations.
- 3. <u>INSURANCE</u>. At all times hereafter, LESSEE shall carry, pay for and maintain such insurance in such amounts as is identified on attached Exhibit B. The Parties agree that no less than every five (5) years from and after the date of this Lease they will reevaluate to determine if the insurance requirements set forth in Exhibit B are still acceptable to LESSOR based upon the advice of LESSOR'S insurance advisors, legal counsel and current insurance requirement policies that may have been adopted by the LESSOR from time to time.

In the event the parties agree to modify this Lease to change the use of the premises as described in paragraph 2, the insurance provision shall be re-evaluated to address insurance coverages which may be reasonably acceptable to LESSOR as a result of such change in use. No change in use shall be allowed until an agreement between the parties is reached regarding all insurance requirements of the LESSOR.

4. **INDEMNIFICATION.** LESSEE agrees to indemnify, save and hold harmless LESSOR, and its directors, officers, employees, successors, legal representatives and assigns from and against all claims, damages, liabilities, losses, judgments, settlement and costs of whatever nature in connection with, arising from or associated with or any way connected with LESSEE'S use and occupancy of the Premises including, but not limited to any wrongful act or omission or negligence of LESSEE or LESSEE's agents, servants or employees, for personal injury or damage to the property of any person occurring during the term hereof in or about the Premises, unless such claims arise from any act, omission, or negligence of LESSOR, LESSOR's agents, servants or employees. This indemnification shall also include indemnity in connection with violations by LESSEE or any occupant/user of the Premises during the term of this Lease of local, state and/or federal laws and regulations, including all applicable environmental laws and regulations as well as any liabilities resulting from the practices of LESSEE or any occupant/user of the Premises during the Term of this Lease or any previous Lease term in which LESSEE had possession of the Premises. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses, attorneys' fees and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

LESSOR agrees to indemnify, save and hold harmless LESSEE, and its commissioners, officers, employees, successors, legal representatives, agents, and assigns from and against all claims, damages, liabilities, losses, judgments, settlement and costs of whatever nature in connection with, arising from or associated with or any way connected with LESSOR'S use and occupancy of the Premises including, but not limited to any wrongful act or omission or negligence of LESSOR or LESSOR's agents, servants or employees, for personal injury or damage to the property of any person occurring during the term hereof in or about the Premises, unless such claims arise from any act, omission, or negligence of LESSEE, LESSEE's agents, servants, or employees. This indemnification shall also include indemnity in connection with

violations by LESSOR or any occupant/user of the Premises during the term of this Lease of local, state and/or federal laws and regulations, including all applicable environmental laws and regulations as well as any liabilities resulting from the practices of LESSOR or any occupant/user of the Premises during the Term of this Lease or any previous Lease term in which LESSOR had possession of the Premises. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses, attorneys' fees and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

- 5. <u>LESSEE IMPROVEMENTS</u>. It is understood that the LESSEE may, in writing, seek permission from LESSOR to construct improvements on any portion of the leased premises subject to the rights of way and easements and restrictions apparent or of record. No improvements shall be constructed unless permission is given by LESSOR in writing to LESSEE.
- 6. <u>COMPENSATION FOR LESSEE IMPROVEMENTS</u>. In the event the LESSOR has provided written approval for the improvements and the Lease is terminated thereafter by the LESSOR for any reason other than LESSEE'S default, the LESSOR shall pay to the LESSEE the undepreciated portion of the cost of any such improvement or facilities based upon a straight line method ten (10) year rate (starting with the date of construction) minus the salvage value of such improvement or facility, plus the cost of removal of the same, if said improvement or facility is removed by LESSEE.
- 7. **EXTENSION OF TERM.** The term of the lease may be extended by mutual agreement but shall be no longer than the period permitted by the Sanitary District Act of 1917, as amended.
- 8. **ASSIGNMENT:** LESSEE shall not assign, or in any manner transfer this Lease or any interest hereunder, and further shall not sublet the Premises or any portion thereof.
- 9. <u>ACCESS BY LESSOR</u>: LESSOR reserves the right to enter upon the Premises at all reasonable hours.
- and is continuing, if LESSOR shall receive a bona fide written offer to purchase all of the Property from any individual, corporation or other entity not related to LESSOR, and LESSOR

desires to sell the same for the purchase price and upon the terms and conditions set forth in said bona fide written offer, LESSOR shall notify LESSEE in writing by affidavit within ten (10) days of LESSOR's receipt of said bona fide written offer. The terms of Section 13 of this Lease shall apply to said notice. Said notice shall contain LESSOR's offer to sell the Property to LESSEE upon the same terms as contained in said bona fide written offer. LESSEE shall have thirty (30) days in which to accept LESSOR's offer. Any such acceptance shall be made by written notice to LESSOR.

In the event said offer is accepted, the transaction contemplated shall close as set forth in the bona fide written offer or as the parties may otherwise agree. In the event LESSEE fails to timely exercise its Right of First Refusal, then LESSOR shall be permitted to sell the Property strictly in accordance with the terms and conditions set forth in the bona fide written offer and this Right of First Refusal shall terminate and be of no further force and effect; provided, however, in the event LESSOR fails to consummate the closing of the sale of the Property pursuant to such bona fide written offer, this Right of First Refusal shall remain in full force and effect. In the event LESSEE exercises its Right of First Refusal hereunder and fails to consummate the closing of the Property on the closing date set forth above, then and in such event this Right of First Refusal shall automatically terminate and shall be of no further force or effect, without limiting LESSOR's rights and remedies, in law or in equity, with respect to such failure.

In any event, if the LESSOR conveys the Property to a third party during the term of this Lease, this Lease shall remain in full force and effect according to its terms unless otherwise terminated as provided in this Lease.

11. **DEFAULT:** If LESSEE defaults in the payment of rent (if required hereunder), or any additional rent (if required hereunder), or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if LESSEE does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that is cannot be completely cured within such period, if LESSEE does not commence such curing within such 60 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then LESSOR may terminate this lease on not less than 180 days' notice to LESSEE. On the date specified in such notice the term of this lease shall

terminate, and LESSEE shall then quit and surrender the premises to Lessor. No failure to enforce any term shall be seemed a waiver.

- at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or incurs any expense, including reasonable attorney's fees, for instituting or prosecuting any action or proceedings to enforce said party's rights hereunder, the sum or sums so paid by said party shall be deemed damages in favor of said party against the party in default, and shall be due and payable forthwith.
- or LESSEE shall be in writing and shall be deemed effective on the date either actually received or mailed to such party evidenced by certified mail or upon postal certification of mailing to such party, with an additional copy of such notice sent by Regular U.S. Mail. Unless otherwise notified in writing of address changes, notices shall be sent to the following:

LESSOR: URBANA & CHAMPAIGN SANITARY DISTRICT c/o Executive Director 1100 E. University Ave P.O. Box 669
Urbana, IL 61803

LESSEE: CHAMPAIGN PARK DISTRICT c/o Executive Director 706 Kenwood Road Champaign, IL 61821

- 14. **SEVERABILITY:** If any term or provision of this Lease be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the full extent permitted by law.
- 15. <u>SUCCESSORS AND ASSIGNS</u>: The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively of LESSOR and LESSEE. The reference contained to successors and assigns is not intended to constitute a consent to assignment or subletting by LESSEE.

- 16. **ENTIRE AGREEMENT**. This is the entire agreement of the parties and supersedes any previous agreements, written or oral, made or asserted by them with respect to the Premises.
- 17. **COUNTERPARTS:** This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Lease to physically form one document.
- 18. **NO WAIVER.** The failure of LESSOR to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by LESSOR of rent, if any rent is required hereunder, with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by LESSOR, unless such waiver be in writing signed by LESSOR.

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

19. PRIOR LEASES BETWEEN THE PARTIES. This Lease agreement is intended to supersede and replace a certain Lease of Land for Public Park Purposes between the parties dated August 2, 2007. The terms of this Lease agreement shall now control, and the prior Lease shall be considered terminated.

The LESSOR, by the President of	its Board of Tru	astees at a regular meeting of said	
Board of Trustees held on	, 2021, and the	ne LESSEE, by the President of its Park	
District Board of Commissioners, held on	the	, 2021, have caused their	
respective signatures to be affixed hereto a	and attested by the	the Clerk of the Board of Trustees of	
the LESSOR and the Secretary of the Board of Commissioners for the LESSEE, effective as of			
the day and year first above written.			

LESSOR:

URBANA & CHAMPAIGN SANITARY DISTRICT, a Municipal Corporation

BY: <u>Jenny Put man</u> Jenny Putman, President of

Board of Trustees

EXHIBIT A

LEGAL DESCRIPTION

A part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00° 05′ 43″ East along the East line of the Northwest Quarter of the Northwest Quarter of said Section 29 for a distance of 40.00 feet to the Point of Beginning; thence continuing South 00° 05′ 43″ East along the East line of the Northwest Quarter of the Northwest Quarter of said Section 29 for a distance of 589.95 feet; thence South 89° 51′ 20″ West for a distance of 510.04 feet; thence North 00° 00′ 37″ West a distance of 594.32 feet to a point lying 40.00 feet South of the North line of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 89° 39′ 13″ East along a line lying 40.00 feet South of and parallel to the North line of the Northwest Quarter of the Northwest Quarter of said Section 29 for a distance of 509.17 feet to the Point of Beginning, containing 6.927 acres, more or less, and all being situated in Champaign County, Illinois.

CERTIFICATE OF COVERAGE

Name and Address of Agency

Park District Risk Management Agency 2033 Burlington Avenue Lisle, Illinois 60532-1646 630-769-0332

Name and Address of Member

Champaign Park District 706 Kenwood Rd Champaign, IL 61821 217-398-2550

SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year. This document may not be used to extend Additional Insured status to the certificate holder or any other individual/organization/entity.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	In millions (000,000)
General Liability * Commercial general liability	L010121	1/1/2021-12/31/2021	Bodily Injury and Property Damage combined	3
* Occurrence * Liquor liability			Personal Injury	3
Automobile Liability * any auto	L010121	1/1/2021-12/31/2021	Bodily Injury and Property Damage combined	3
Workers' Compensation	WC010121	1/1/2021-12/31/2021		Statutory
Employer's Liability	WC010121	1/1/2021-12/31/2021		3

DESCRI	PTION OF OPERAT	IONS/LOCATION	S/VEHICLES/SPEC	IAL ITEMS
Proof of Insurance	, , , , , , , , , , , , , , , , , , ,			
-			Market and the second s	:
Certificate Holder		•		
City of Champaign				
102 N. Neil St.		RA	*	
Champaign, IL, 61820		Delt Jan		
217-403-8700	-	uthorized Representativ	/e	Date Issued: 8/30/2021

© 2015 PDRMA

LEASE OF LAND FOR PUBLIC PARK PURPOSES

This Lease, made and entered into this Z day of Accuse , 2007, by and between the URBANA AND CHAMPAIGN SANITARY DISTRICT OF CHAMPAIGN COUNTY, ILLINOIS, a municipal corporation, hereinafter referred to as the LESSOR, and the CHAMPAIGN PARK DISTRICT of CHAMPAIGN, ILLINOIS, a municipal corporation, hereinafter referred to as the LESSEE.

WITNESSETH:

For and in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00), the mutual obligations and benefits to the parties hereto, the benefits to the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor hereby leases to the Lessee the following premises:

LEGAL DESCRIPTION

A part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00° 05′ 43″ East along the East line of the Northwest Quarter of the Northwest Quarter of said Section 29 for a distance of 40.00 feet to the Point of Beginning; thence continuing South 00° 05′ 43″ East along the East line of the Northwest Quarter of the Northwest Quarter of said Section 29 for a distance of 589.95 feet; thence South 89° 51′ 20″ West for a distance of 510.04 feet; thence North 00° 00′ 37″ West a distance of 594.32 feet to a point lying 40.00 feet South of the North line of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 89° 39′ 13″ East along a line lying 40.00 feet South of and parallel to the North line of the Northwest Quarter of the Northwest Quarter of said Section 29 for a distance of 509.17 feet to the Point of Beginning, containing 6.927 acres, more or less, and all being situated in Champaign County, Illinois.

The parties hereto further agree as follows:

- 1. Term of Lease. The term of this Lease shall commence not later than May 1, 2008 or earlier upon written notice by the Champaign Park District to the Urbana and Champaign Sanitary District and shall remain in effect until May 1, 2028 and then year to year unless otherwise provided.
- 2. Reservation of Rights and Powers. The rights, powers and privileges of the Lessor to use any part of the premises for the construction of facilities, including but not limited to buildings, treatment plants and related facilities, sanitary sewer, biosolid storage storm drains, utility lines, and roadways for means of ingress and egress from the sewage treatment works to the public highway shall remain in full force and effect. In the event Lessor desires to sell any part or all of the leased premises, the Lessee shall have the first right to purchase the premises, and Lessor shall give the Lessee one hundred eighty (180) days advance notice of the terms of its offer of sale. Lessee shall then have sixty (60) days after receipt of such notice to confirm in writing its acceptance of such terms or offer another price therefore which will remain in effect for an additional thirty (30) days.
- 3. Park Use. The Lessee may, at its expense, develop and use the premises for recreational purposes, including without limitation as a dog park, or for the other use and benefit of the public, and maintain the leased premises in a safe and sanitary condition, including the provision of police and supervisory services where the Lessee deems appropriate in the reasonable exercise of its sole judgment.

- 4. Lessee Improvements. The Lessee may, at is expense, make improvements and construct park facilities on any portion of the leased premises. Lessor and Lessee acknowledge and understand that Lessee shall be privileged to remove any such facility or improvements at its own expense. The Lessee shall submit to the Lessor conceptual plans for the construction of any improvements to the leased premises for review and approval by the Lessor within sixty (60) days prior to undertaking any such construction or improvements. Approval by the Lessor for such construction or improvements shall not be unreasonably withheld and shall in any event be deemed to have been given seventy-five (75) days after the Lessor provides such conceptual plans, unless Lessor has provided Lessee with written notice of any written objection thereto with the seventy-five (75) day period.
- 5. Maintenance. The Lessee shall at its expense maintain the leased premises. Maintenance shall be defined as follows:
 - a. Mowing vegetation in those areas previously used as a construction staging site; and
- b. Collection and disposal of all solid and landscape waste that is discarded on the premises during the term hereof.
- 6. Indemnification and Hold Harmless. Lessee shall indemnify, defend and hold harmless Lessor and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Lessor that arises solely from an act, failure or omission on the part of Lessee, or any of its commissioners, officers, employees, agents and representatives in carrying out the terms of this Lease. Lessor shall indemnify, defend and hold harmless Lessee and any of its commissioners, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Lessee that arises solely from an act, failure or omission on the part of Lessor, or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement
- 7. Termination. The parties hereto agree that this Lease may be terminated at any time upon the mutual agreement of the parties. This Lease may be terminated by either party defaulting for "cause" by giving one hundred eighty (180) days' written notice to the other party in writing of such intention to terminate the Lease. For the purposes of this Paragraph, "termination for cause" is defined as termination for an intentional or a willful violation of any of the provisions of this Lease by a party. The party seeking to terminate this Lease for cause must specify in writing to the other party the nature of the "cause" resulting in termination and provide sixty (60) days written notice of an opportunity to cure such default.
- 8. Notice. All notices required pursuant to this Lease shall be in writing, and shall be deemed to have been given at the time they are mailed to the respective party via certified mail, return receipt requested with an additional copy sent via U.S. first class mail at the address set forth below, or at such other place or address as the Parties shall provide to each other win writing.

CHAMPAIGN PARK DISTRICT Attention: Ms. Bobbie Herakovich Executive Director 706 Kenwood Road Champaign, IL 61821 Urbana and Champaign Sanitary District
Attention: Mike Liftle
Executive Diverses
1100 E. University Ave.
Urbana, IL 61802

9. Binding Effect. Neither party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Lease without the prior written consent of the other, it being understood and acknowledged by Lessor and Lessee that any transfer of title by Lessor must be approved by Lessee due to governmental grants obtained by Lessor to improve the premises.

- 10. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.
- 11. Counterparts. This Lease may be executed in any number of counterparts each of which shall be deemed to be an original.
- 12. Severability: In the event any one or more of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Lease, and the validity, legality, or enforceability of the remaining provisions of this Lease or any other application thereof shall not be affected or impaired thereby, and shall, therefore, remain in effect.
- 13. Entire Agreement and Amendment. This Lease and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between the Lessor and Lessee, supercedes any agreement previously entered into between the parties regarding the general and specific subject matter hereof and may be changed, modified or amended only by mutual written agreement executed by the parties.

IN WITNESS WHEREOF, THE URBANA AND CHAMPAIGN SANITARY DISTRICT OF	
CHAMPAIGN COUNTY, ILLINOIS, a municipal corporation, as Lessor, by the President of its Board of	
Trustees at a regular meeting of said Board of Trustees held on Z 💆 day of	
August , 2007, and the CHAMPAIGN PARK DISTRICT of CHAMPAIGN, ILLINOIS, a	
municipal corporation, by the President of its Park Board of Commissioners, held on the <u>27</u> "day of	
1) LINE , 2007, have caused their respective corporate seals to be hereunto affixed an	d
attested by the Clerk of its Board of Trustees for the Lessor and the Secretary of its Board of	
Commissioners for the Lessee, all as of the day and year first above written.	

URBANA & CHAMPAIGN SANITARY DISTRICT OF CHAMPAIGN COUNTY, ILLINOIS, a municipal corporation

CHAMPAIGN PARK DISTRICT OF CHAMPAIGN COUNTY, ILLINOIS, a municipal corporation

LESSOR

President

Board of Trustees

LESSEE

President

Park Board of Commissioners

Attest:

pam\c:gch\cpd\contracts\dog lease.doc

Attest:

Secretar



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 14, 2021

SUBJECT: Fiber Services for Champaign Park District Facilities

Background

At the September 2018 Board Meeting, the board approved the Executive Director to enter into an agreement for fiber services with i3 Broadband. This current three-year agreement for fiber concludes on October 17, 2021.

Upon advice from Corporate Counsel, IT technology services are an exception to bidding requirements and may be awarded without bidding, therefore staff obtained quotes rather than bids for these services.

Staff contacted both i3 broadband and Consolidated Communications for a quote. Consolidated opted not to quote as the cost to install their fiber into the parks would be significant. The current cost for fiber services is \$3,149.25 per month with i3 Broadband. i3's quote for fiber services includes the current 10 facilities, 5 parks and upgraded bandwidth for \$2,454.91.

In 2018, i3 quoted fiber service to five parks. The agreement stipulated the Park District pay approximately \$16,000.00 for installation then a monthly fee per park for 18 months after the service was connected. After 18 months' time, service fees were eliminated. In October, all of those fees will be completely paid as some parks were added well after the agreement was executed. This was done in exchange for signage in the parks noting the fiber is provided by the Champaign Park District and i3 Broadband. i3 is offering to continue those parks at no charge as long as the Park District continues to have Fiber Services for its facilities.

Staff also requested two additions; the Martens Center (upon completion) and Kaufman Lake. The Martens Center will be added once service is connected. The Park District will be charged the same rate (\$369.99/month) at the Martens Center as it is at other Park District facilities with similar bandwidth.

Park District staff were informed the construction cost to bring fiber to Kaufman Lake is substantial, however, i3 has offered a monthly recurring charge for Kaufman that would help offset their construction costs. The charge incurred will be \$999.99 per month for the first 24 months of service. After the 24th month the recurring charge would be set to \$9.99 per month in exchange for i3 signage in the park. Staff recommend adding fiber to Kaufman Lake to allow for installation of security cameras.

Prior Board Action

The Board approved an agreement with i3 Broadband for fiber utility effective on October 17, 2018.

Budget Impact

Currently the Park District currently pays \$37,791 annually for fiber services. Staff recommends renewing the agreement for fiber services with i3 Broadband at a new annual cost of \$29,459. In addition, staff recommend adding the Martens Center and Kaufman Lake at \$1,369.98 per month, for 24 months, once service is connected. After 24 months, the amount will decrease to \$379.98 per month for these two locations. These agreements would be for a three-year period.

Recommended Action

Staff recommends approving an agreement between the Park District and i3 Broadband to provide fiber services to Park District facilities and authorizing the Executive Director to execute the agreement contingent upon final review and consent of legal counsel.

Prepared by: Reviewed by:

Tammy V. Hoggatt, SPHR, SHRM-SCP Director of HR, IT and Risk

Joe DeLuce, CPRP Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 15, 2021

SUBJECT: CUSR Center Change Order Number Three

Background

The CUSR Center renovation has been completed. There were five areas within the Broeren Russo construction contract where we will receive credits from this Change Order No 3. They include:

Building Permit – Originally in contract, but initially paid by the District.

Testing Services – Mostly from foundation improvements that were not needed.

Painted Crosswalk – The city of Champaign took on this project (deleted from English Brothers)

Contingency – The Construction contract included a contingency for general work if needed.

MEP Contingency – The Construction contract included a separate budget for mechanical, electrical and plumbing options if needed.

Prior Board Action

The Board approved the CUSR Center Renovation capital project in the 2020/21 budget year.

Budget Impact

The contract amount, including the first two change order requests was \$881,390.00. Change order three (3) credits back to the contract \$30,788.00.

Recommended Action

Staff recommends the Board of Commissioners approve the attached resolution, CUSR Center Construction Contract Change Order No. 3, and ratify Change Order No. 3 for the project, in the amount of \$30,788.00.

Prepared by:	Reviewed by:		
Daniel Olson	Joe DeLuce		
Director of Operations	Executive Director		

RESOLUTION

CHAMPAIGN PARK DISTRICT BOARD OF COMMISSIONERS

CUSR Center Construction Contract Change Order 3

WHEREAS, the Champaign Park District is a municipal corporation located in Champaign County, Illinois, and is a park district organized and operating pursuant to the provisions of the Park District Code (70 ILCS 1205/1-1 et seq.); and

WHEREAS, the Champaign Park District annually considers and approves a capital budget for each fiscal year commencing May 1 and ending April 30 for various projects; and

WHEREAS, Champaign Park District entered into a construction contract with Broeren Russo Builders for renovation and construction at the CUSR Center; and

WHEREAS, Champaign Park District representatives, Architectural Expressions, and Broeren Russo Builders determined that the credits associated with Change Order 3 are \$30,778.00; and

WHEREAS, Change Order 3 to the Construction Contract is germane to the original contract as signed, and such change is in the best interests of the Champaign Park District and authorized by law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Champaign Park District as follows:

Change Order 3 to the CUSR Center construction contract is germane to the original contract; and that in order to proceed in the best interests of the Champaign Park District; and as authorized by law and pursuant to the terms of the award, contract, and documents incorporated therein, staff and officials of the Champaign Park District are authorized to approve, ratify, and execute such change order as is reasonably necessary as otherwise described herein to conform and amend the awarded contract to undertake the actions necessary in order to complete the project as directed by the Board of Commissioners. Accordingly, the Change Order 3 and any actions or costs referenced therein or associated therewith are hereby approved, authorized, ratified, and confirmed for the sum set forth as follows:

	Change Order 3 – Credits for building permit, testi contingency. See attached Change Order.	ng services, crosswalk, contingency, and MEP
	Total Change Order credit (this resolution)	\$30,788.00
the Ch	APPROVED, AUTHORIZED, and RATIFIED by ampaign Park District this 22nd day of September	
(SEAL)	APPROVED
		
Jarrod	Scheunemann, Secretary	Kevin Miller, President



CHANGE ORDER REQUEST

COR #: 003
TITLE: Contingency and Buyout Credit

Date:

8/31/2021

Project Name:

CPD Bicentennial

Project #:

201938

Scope		

Subcontractor/Vendor Change Items

This Change Order is a credit to reduce the GMP contract for the actual cost of the project now that all the work has been completed. Below is a breakout.

Subcontractor/Vendor	Change Description		<u>Value</u>	
1.1.3 - Building Permit			\$	(2,446.00)
1.1.4 - Testing Services			\$	(5,020.00)
7.3.1 - English Brothers - De	eletion of Painted Crosswalk		\$	(450.00)
19.7.1 - Contingency			\$	(10,193.00)
19.7.4 - MEP Contingency			\$	(12,679.39)
DDDI Chaffing				
BRBI Staffing Role	Change Description	Hours	x Rate (\$/hr.) Value	
Project Manager	change bescription	110413	\$	_
Project Engineer			\$	
Superintendent			\$	
Total COR				
		Subtotal	\$	(30,788.39)
		General Requirement	s 6% \$	-
		CM Fee	4% \$	-
		Subtotal	\$	(30,788)
		TOTAL COR VALUE:	\$	(30,788)
		Current Contract Value	\$	881,390
		Revised Contract Value	\$	850,602
		COR SCHEDULE DELAY (ca	I days):	0
Approval				
Owner Approval	Josef	Achine "	9-1-21	
.,.	Signature		Date	

This COR may be withdrawn or amended if not accepted within 30 days of the above date and is subject to all terms and conditions outlined. Owner approval of this COR certifies that the work is to proceed and that a change order is to be issued adjusting the contract agreement per this COR.



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 16, 2021

SUBJECT: Spalding Park Intergovernmental Agreement with Unit 4 School District

Background

The Park Board previously approved an iteration of an *Intergovernmental Agreement* (IGA) with Unit 4 School District for the construction and ongoing operation of tennis courts at Spalding Park. Attorneys for the Park District and Unit 4 School District have reviewed and revised the attached IGA. Their recommended changes to the character of the agreement were substantial enough to warrant the Park Board's review of the agreement. With the approved agreement, MSA professional Services can move ahead with bid documents for the tennis court improvements.

Prior Board Action

June 23, 2021, Special Board Meeting – Approved initial IGA with Unit 4.

Budget Impact

Park District will share costs as outlined in the agreement.

Recommendation

Staff recommends entering into the Spalding Park Intergovernmental Agreement with Unit 4 School District.

Prepared by: Reviewed by:

Andrew Weiss Joe DeLuce

Director of Planning Executive Director

INTERGOVERNMENTAL AGREEMENT BETWEEN CHAMPAIGN PARK DISTRICT AND BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT #4 FOR THE UTILIZATION AND IMPROVEMENT OF SPALDING PARK TENNIS COURTS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as, "Agreement") is made and entered into as of the ____ day of _____, 2021, by and between the Champaign Park District, an Illinois Municipal Corporation (hereinafter referred to as, "Park District") and The Board of Education of Champaign Community Unit School District #4, an independent school district created and existing under the laws of the State of Illinois (hereinafter referred to as, "Unit #4"), and individually or collectively referred to as "Party" or "Parties", as the case may be.

WITNESSETH:

WHEREAS, Park District and Unit #4 are bodies politic and corporate of the State of Illinois and authorized to enter into intergovernmental agreements pursuant to Article VII of The Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and transfer property or interests therein pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., for the benefit of the general public and both entities; and

WHEREAS, Park District and Unit #4 intend to cause improvements and enhancements to the tennis courts owned by the Park District upon premises commonly known as Spalding Park (herein after referred to as, "Park"); and

WHEREAS, the contemplated project includes the redevelopment of existing tennis courts with additional tennis courts (hereinafter referred to as, "Court(s)"), together with lighting and other necessary appurtenances, including but not limited to, fencing, shade structures, and a drinking fountain, associated with such improvements; and

WHEREAS, Park District and Unit #4 intend to set forth their mutual understanding with regard to how the Court improvements will shall be constructed, maintained, and utilized, as well as the Parties' use and control of such improvements after construction, as well as the methods and manner of future operations and maintenance, rehabilitation and improvement of such Courts; and

WHEREAS, the Courts are necessary and useful for the improvement of the Park, as well as the tennis programs of Unit #4; and

WHEREAS, Park District and Unit #4 have found and determined that renovation, improvement, and development of additional Courts are compatible with their respective goals and objectives; and

WHEREAS, this Agreement, only insofar as it relates to renovation, improvement, and development of the Courts at Spalding Park, supersedes and replaces the Intergovernmental Agreement previously entered into by the Parties effective May 21, 2018; and

WHEREAS, Park District and Unit #4 desire to set forth their mutual agreement for the renovation, improvement, development, construction, and maintenance of the Courts and associated improvements described herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. <u>Incorporation of Recitals, Duration, and Termination</u>.

- A. The recitals and any definitions set forth herein are hereby incorporated within the body of this Agreement as though fully set forth herein.
- B. For consistency, the initial term of this Agreement shall be coterminous for the remainder of the term of the Intergovernmental Agreement entered into between the Parties on May 21, 2018, unless otherwise terminated earlier as provided hereunder. After that initial term, Unit #4 shall have the option of extending the Agreement two (2) consecutive additional ten (10) year terms, pursuant to an appropriate exercise of such options made, in writing, on or before August 31 of the then current term or extension thereof. Notwithstanding the foregoing, this Agreement shall ultimately terminate upon and in the event of the dissolution of either Party.
- 2. Purpose. This Agreement sets forth the terms and conditions by which the Parties jointly agree to renovate, improve, and develop the Courts at the Park for the general public and in order to make those Courts available for Unit #4 tennis activities consistent with the Intergovernmental Cooperation Act, 5 ILCS 22/1, et seq. The Courts currently located and to be located at the Park in the City of Champaign, State of Illinois consist of four (4) Courts utilized by the Park District. This Agreement provides for the renovation, improvement, and development of those Courts together with the development of an additional two (2) Courts. The Park District shall at all times maintain ownership of the Courts; provided that, Unit #4 shall have a license to utilize them pursuant to the terms set forth herein. The Parties shall use their good faith efforts to comply with the terms of this Agreement, including such representations, warranties, terms, covenants, conditions, use allocations, operating cost sharing, and indemnities customary for a transaction of this character and complexity. The Courts shall be used to provide educational, recreational, and athletic programs, and community-based activities, such as those commonly provided at park and school athletic facilities in the Champaign-Urbana area. All uses shall be subject to the rules, restrictions, and policies that are applicable to other facilities of the Park District and Unit #4.

3. Ownership/License.

- A. The Courts shall be constructed at and upon the Park which is owned by the Park District, and they may be collectively and alternatively referred to herein as, the "Property" as legally described within as part of Exhibit "1" and depicted in as part thereinof by the "MSA Tennis Court Expansion Concept A.2".
 - B. The Park District shall by the terms of this Agreement grant a license to Unit #4.
- C. Upon completion of the construction of the Courts, Unit #4 shall have the right to use such Courts pursuant to the terms hereof until the expiration of this Agreement.
 - D. This Agreement shall include appropriate termination and default terms.

Design and Construction.

A. The Parties shall involve their respective representatives in the development, review and preparation of preliminary design plans for the Courts (the "Conceptual Plans"). Upon Unit #4 consent to the Conceptual Plans, Park District shall in accordance with the design and construction provisions herein, together with Unit #4, consent, engage and contract with an architectural firm to

definitively design the Facilities consistent with the Conceptual Plans. For the purposes of this Agreement, the term "consent" shall mean permission to proceed, which shall not be unreasonably withheld.

- Park District, in accordance with the Conceptual Plans, shall approve the plans and direct that design and construction documents (the "Documents") be prepared. Unit #4 shall approve all Documents and any modifications thereto, and do so to the extent such Documents are consistent with the Conceptual Plans and fulfill the needs of Unit #4 regarding the renovation, improvement, and development of the Courts and consistent with its policies and practices. Unit #4 shall contribute and pay sixty-five percent (65%) of the design and construction document cost. Following Unit #4 approval, and after receipt of a responsive bids which meet the established budget for the construction of the Courts, Park District shall proceed with the construction of the Courts and initial payment for all costs associated with the design, construction, and development of the Courts, including demolition of the existing courts; provided that, Unit #4 shall pay and reimburse Park District the described herein sixty-five percent (65%). The cost of any paths, concrete pads, seating structures, and related appurtenances, including but not limited to, lighting, fencing, shade structures, and a drinking fountain, to and for the purposes of facilitating the accessibility and spectators to the Courts shall be borne by the Parties and also divided in a manner such that Unit #4 shall pay sixty-five percent (65%) and Park District shall pay thirty-five percent (35%) thereof. All bidding and construction procedures shall be pursuant to applicable Illinois law and let to the lowest responsive and responsible bidder. Unit #4 shall be notified of, attend, and participate in bidding and construction determinations and awards in order to ensure compliance with legal requirements imposed upon Unit #4, as well as its policies and procedures. Park District shall submit to Unit #4 any addenda or construction change orders for Unit #4's approval, acting through its applicable designee, which shall not be unreasonably withheld; provided that, any such addenda or change orders shall not in any event exceed the dimensions or specifications of the areas of the Park approved by the Park District. The Parties agree and acknowledge that Unit #4 shall pay sixty-five percent (65%) of the projected \$865,000.00 cost of the Project as reflected on attached Exhibit "2", and the Park District shall pay thirty-five percent (35%) of such sum; provided that, to the extent construction expenses exceed such amount for either Party, approval of such additional sums shall be submitted to the respective Party for approval before any such expense is incurred; provided further that, such approval shall not be unreasonably withheld.
- C. The procedures for the awarding of construction contracts, payment of costs and expenses, and completion of construction shall be more fully set forth in the Architectural and Construction Contracts, in addition to applicable law, Park District and Unit #4 policies.
- D. The costs and expenses to be paid by Unit #4 associated with the design and construction of the Courts may be paid from revenue derived of its General Obligation School Building Bonds to the extent so required and allocated, or from its other financial resources.
- E. Unit #4 will be responsible for sixty five percent (65%) of the following items: design, construction and installation of improvements:

5. <u>Utilization and Costs</u>.

A. In connection with the Courts renovated, improved, and developed pursuant to this Agreement, responsibility for maintenance of the Courts, adjacent concrete areas, and appurtenances, including but not limited to, lighting, fencing, shade structures, and a drinking fountain, thereto related

to tennis shall be as follows: Park District shall continue regular routine maintenance of the Courts due to ordinary wear and tear during all periods when Unit #4 has priority of use during fall and spring high school tennis seasons; provided that, Unit #4 shall be responsible for all other maintenance, repairs, and utilities related to its usage. It is understood that the general public may use the Courts when they are not being utilized for the tennis program of Unit #4. In and to the extent that the tennis courts surfaces and related appurtenances, including without limitation, nets, net poles, repainting, resurfacing, repairing or replacing fencing, shade structures or benches as reasonably needed, each Party shall equally share the cost thereof. Unit #4 may enter into a further fee based agreement with Park District for maintenance and other services, all of which shall be subject to an agreed upon usage schedule.

- B. Unit #4 shall be responsible for and undertake in a timely and complete manner the operation of and all other costs associated with the refuse removal and any other similar activity or requirement on or at the Courts during Unit #4's usage.
- C. Unit #4 shall pay sixty-five percent (65%) of the costs associated with the development of any dry detention that may be required to be installed in connection with the Courts, and Park District shall pay thirty-five percent (35%) of such amount. After construction thereof, Park District shall be responsible for the maintenance costs thereof.
- D. Park District shall be responsible for providing and maintaining furnishings associated with Spalding Park that are not Court improvements, such as picnic tables and refuse receptacles.
- E. The Courts shall remain open to the public, but shall be scheduled for exclusive use by Unit #4 for its tennis program upon specific dates and times as agreed with Park District. The locker/restroom/concession building (addressed in the May 21, 2018 agreement) shall be owned and operated by Unit #4 during the term of this Agreement and the Park District shall have access to the building. The Parties shall determine their respective share of utility costs on a monthly basis, as reasonably determined from current billing information or as calculated by utility meters and apportion such amounts and payment equally between them. The Operating Committee as set forth in Section 9 hereof shall determine what periods of time the restrooms will shall be available for use by the Parties.
- F. Park District shall maintain the ongoing right for the duration of this Agreement, together with any extensions thereof, to approve any future changes made with regard to the Courts. Except as otherwise provided for regarding any future development of the Courts, Unit #4 shall not construct any other buildings or structures of any kind or character upon the Property.
- G. The playground and pavilion at the Park shall be maintained by the Park District together with the new and existing internal Park paths; provided that, any paved surfaces constructed in connection with the Courts shall be maintained by the Parties on an equal basis.
- H. Any branding, sponsorship signage, or naming designation at the Park or any of the Courts, must be approved by the Park District and be consistent with the Park District's naming rights policy. Such branding, signage, or designation, if any, shall be initiated through the Operating Committee subject to the Park District's approval, which shall not be unreasonably withheld. In addition, the appropriate Unit #4 committee shall be consulted. Any payment or compensation associated therewith shall be allocated to the Party to which it relates; provided that, to the extent that the Park District obtains, undertakes, or initiates such process by facilitating it for Unit #4, Unit #4

will shall receive the compensation for such sponsorship except for fifty percent (50%) of the amount, which shall be remitted to Park District. Park District shall maintain its own signage, and any signage associated with Unit #4 shall be maintained by Unit #4.

- I. The Park District may continue to rent the pavilion at the Park, with any revenue generated from such rentals to be allocated to the Park District. Park District may rent the Courts upon such terms and conditions as deemed appropriate during the scheduled periods when such Courts are not being utilized by Unit #4 for seasonal tennis upon such terms and conditions as the Park District deems appropriate, and any revenue generated from such rentals shall accrue and be paid to the Park District.
- J. The Parties understand and acknowledge that the greater portion of the impervious surface at the Park will-shall be associated with the Courts and other areas allocated for use by Unit #4, including without limitation, the locker/restroom/concession building and Harris Avenue parking lot. Accordingly, Unit #4 and Park District shall equally share the annual stormwater fees associated with the locker/restroom/concession building and any other impervious area that is subject to such fee. Park District shall provide Unit #4 with documentation demonstrating such fee for reimbursement by Unit #4. Such reimbursement shall include the Courts and associated areas described herein.
- 6. <u>Termination and Breach</u>. This Agreement shall remain in effect for the period set forth herein. In the event that either Party breaches, defaults in the performance of, or otherwise fails to comply with this Agreement, the other Party shall provide <u>written</u> notice <u>in accordance with Section 17</u> of such breach, default, or non-performance and grant sixty (60) days after the date of such <u>written</u> notice to cure such circumstance. In the event the defaulting Party is in good faith undertaking measures to cure such default, the non-defaulting shall grant an additional sixty (60) days to complete such cure. The failure to cure shall be a basis for termination of this Agreement on the service of a further thirty (30) day <u>written</u> notice. The Parties may otherwise terminate this Agreement by a mutual written agreement between them.
- 7. General Operation Costs. The general costs of operating and maintaining the Park and Courts include, without limitation, to each Party the following to be divided equally, except as otherwise specifically stated in this Agreement:

A. Utilities (natural gas, electricity, sanitary sewer, water, telephone, cable television, fire/security alarms, and the like).

B. Associated areas and appurtenances as otherwise set forth herein.

S. Maintenance equipment, large and small tools, and the like.

D. Expenses related to programming at the Courts.

87. Employees. The respective Party shall be responsible for all compensation, benefits, employee health insurance, retirement compensation and contributions, social security, employment insurance, workers compensation and other compensation for its employees of any classification or job description whatsoever who undertake work or perform services at the Courts or areas and appurtenances, including but not limited to, lighting, fencing, shade structures, and a drinking fountain, related thereto, and shall hold each other harmless for any claims related thereto.

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- 98. <u>Budget</u>. The Parties may jointly approve an annual budget for operations and capital replacement costs for the Courts consistent with the Parties' respective fiscal years (May 1 to April 30 for Park District and July 1 to June 30 for Unit #4).
- 109. Revenue. All income from programs, including admissions and memberships or passes to Unit #4 affiliated tennis matches, if any, shall be retained by Unit #4, and all income from programs, including admissions and memberships or passes to Park District affiliated tennis matches, if any, shall be retained by the Park District. Booster or parent clubs holding events officially sanctioned by either Party that are designated as fundraisers to support functions of that Party shall be retained by the Party sponsoring such event after costs associated with such event have been paid.
- H10. Operating Committee. Operation and maintenance of the Courts shall be as set forth herein. Except as otherwise required of and by the Boards of the respective Parties, there shall be a seven (7) person committee comprised and consisting of three (3) representatives from Unit #4, and four (4) representatives from the Park District (hereinafter referred to as, the "Operating Committee"). The members of the Operating Committee on behalf of Unit #4 shall consist of its applicable High School Principal or designee, Operations Supervisor Director of Facilities, and Athletic Director. The Operating Committee members on behalf of the Park District shall consist of the Director of Planning, Director of Operations, Director of Recreation, and Sports Manager Director of Revenue Facilities.

Except as otherwise set forth herein, the direct and indirect costs of the respective Parties arising from the use and operation of the Courts and the Property shall be the responsibility of the Parties. Acting through the Operating Committee, the Parties shall jointly prepare and implement an annual schedule of activities and events for the Courts and determine the allocation of costs between them with respect thereto. The determination regarding such scheduling and allocation of costs shall serve as a recommendation for expenditures to the governing Boards of the Parties, except as may otherwise be appropriately delegated by such Boards.

- 1211. Conflict Resolution. Any disputed matter between the Parties regarding operation, maintenance, and utilization of the Facilities shall initially be directed for resolution to the Operating Committee. In the event that the Operating Committee cannot resolve the disputed matter, including without limitation, when all representatives of a respective Party vote in an opposing manner on a matter, such action shall be deemed a tie vote and no decision, and further subject the matter to the conflict resolution procedures herein. The matter will shall be referred to the Executive Director of the Park District and the Superintendent of Unit #4, who will shall work together to resolve the matter. To the extent that such Executive Director and Superintendent cannot resolve the matter within a reasonable period, not to exceed fourteen (14) days after it is presented to them, then the matter will-shall be referred to the governing boards of the Parties, or in the alternative the following procedure shall be employed. Each Party's governing board shall designate one person and those persons shall select a third person to act as a committee to resolve the matter on behalf of the Parties. The decision of such ad hoc dispute resolution committee shall be binding upon the Parties, unless the decision requires a Party to act in a manner that is prohibited by law or the governing boards prescribe another procedure. In that event, the resolution committee shall reconvene to decide on a course of action which is within the statutory powers of the respective Parties or prescribed procedure.
- 1312. <u>Liability Insurance</u>. The Parties shall obtain the necessary liability, property and casualty insurance as their respective interests appear. Unit #4 shall keep in full force and effect at all times during this Agreement workers compensation and comprehensive general liability insurance policy, including contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000

annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Unit #4 shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Unit #4 insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate endorsements or riders necessary to assure coverage. Failure of the Park District to demand such certificate, endorsements, riders, or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency in the evidence that is provided shall not be construed as a waiver of Unit #4's obligation to maintain such insurance. The policy shall not be cancelled or amended without at least thirty (30) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverages being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Unit #4suspend the rights of Unit #4 until it secures such replacement insurance coverage to comply with this Agreement. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Unit #4. In such event, Unit #4 shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Unit #4 may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance as well as such endorsements or riders otherwise conforming to and in compliance with the terms hereof, promptly upon such change. All insurance shall afford coverage on an "occurrence" and not a "claims made" basis:

1413. Indemnification. Unit #4 shall indemnify, defend and hold harmless Park District and any of its commissioners, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of Unit #4 or any of its directors, officers, employees, agents, representatives, and volunteers in carrying out of the terms of this Agreement.

Park District shall indemnify, defend and hold harmless Unit #4 and any of its board members, officers, employees, agents representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Unit #4 that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

4514. General Provisions.

- A. Each Party <u>will-shall</u> bear its respective expenses (including fees and expenses of legal counsel, financial advisers, design professionals or other representatives or consultants) in connection with the transactions contemplated by this Agreement, except as otherwise provided for herein.
- B. The provisions of this Agreement and all duties, obligations and rights arising therefrom shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that could otherwise be construed to cause the application of

the laws of any jurisdiction other than the State of Illinois. In the event of any claim or suit regarding this Agreement, Champaign County, Illinois shall be the applicable venue for any such claim(s) or suit.

- C. This Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.
- 4615. Representations. The Parties hereto represent and warrant that the execution, delivery and performance of this Agreement has been duly authorized by all necessary resolutions or other actions of the respective governing Boards and this Agreement has been duly executed by the Parties freely and voluntarily acting in accordance therewith.
- 1716. <u>Public Statements</u>. Each Party shall use reasonable efforts to coordinate any news releases or public statements associated with this Agreement, including any terms and conditions hereof that may be of public interest.
- 1817. Notices. Any notice or other communication required or permitted to be given in connection with this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time sent by certified mail, return receipt requested, to the respective Party at the address set forth below, or at such other address as the Parties shall provide to each other in writing. In addition, any such notice shall be contemporaneously sent by the first class regular U.S. Mail:

If to Unit #4:

President, Board of Education Champaign Unit #4 School District 703 S. New Street Champaign, IL 61820 Facsimile: (217) 351-3871

and

Superintendent Champaign Unit #4 School District 703 S. New Street Champaign, IL 61820 Facsimile: (217) 351-3871

If to Park District:

President, Board of Commissioners Champaign Park District 706 Kenwood Road Champaign, IL 61821 Facsimile: (217) 355-8421

and

Executive Director Champaign Park District 706 Kenwood Road Champaign, IL 61821 Facsimile: (217) 355-8421

4918. <u>Assignment</u>. This Agreement shall not be assigned or delegated by either Party to any person, entity, subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party, which shall not be unreasonably withheld. If Park District permits assignment of the rights

provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the rights or performance of this Agreement at any other time or times.

2019. Severability. In the event any one or more of the provisions contained in this Agreement are held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision(s) shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, remain in effect.

2120. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

2221. Entire Agreement and Amendment. This Agreement and any exhibits, addenda or amendments to it executed in writing by the Parties constitute(s) the entire contract between Park District and Unit #4 with respect to the subject matter hereof and supersede(s) any prior agreements between them whether written or oral, and may be changed, modified or amended only by mutual written agreement executed by Park District and Unit #4.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto effective as the day and year first set forth above.

THE BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT #4

CHAMPAIGN PARK DISTRICT

D.	Ву	
By	- Its Board President	
Its Board President	Ву	
By	Its Secretary	
Its Secretary		

INTERGOVERNMENTAL AGREEMENT BETWEEN CHAMPAIGN PARK DISTRICT AND BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT #4 FOR THE UTILIZATION AND IMPROVEMENT OF SPALDING PARK TENNIS COURTS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as, "Agreement") is made
and entered into as of the day of, 2021, by and between the Champaign Park District, an
Illinois Municipal Corporation (hereinafter referred to as, "Park District") and The Board of Education of
Champaign Community Unit School District #4, an independent school district created and existing under the
laws of the State of Illinois (hereinafter referred to as, "Unit #4"), and individually or collectively referred to
as "Party" or "Parties", as the case may be.

WITNESSETH:

WHEREAS, Park District and Unit #4 are bodies politic and corporate of the State of Illinois and authorized to enter into intergovernmental agreements pursuant to Article VII of The Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and transfer property or interests therein pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., for the benefit of the general public and both entities; and

WHEREAS, Park District and Unit #4 intend to cause improvements and enhancements to the tennis courts owned by the Park District upon premises commonly known as Spalding Park (herein after referred to as, "Park"); and

WHEREAS, the contemplated project includes the redevelopment of existing tennis courts with additional tennis courts (hereinafter referred to as, "Court(s)"), together with lighting and other necessary appurtenances, including but not limited to, fencing, shade structures, and a drinking fountain, associated with such improvements; and

WHEREAS, Park District and Unit #4 intend to set forth their mutual understanding with regard to how the Court improvements shall be constructed, maintained, and utilized, as well as the Parties' use and control of such improvements after construction, as well as the methods and manner of future operations and maintenance, rehabilitation and improvement of such Courts; and

WHEREAS, the Courts are necessary and useful for the improvement of the Park, as well as the tennis programs of Unit #4; and

WHEREAS, Park District and Unit #4 have found and determined that renovation, improvement, and development of additional Courts are compatible with their respective goals and objectives; and

WHEREAS, this Agreement, only insofar as it relates to renovation, improvement, and development of the Courts at Spalding Park, supersedes and replaces the Intergovernmental Agreement previously entered into by the Parties effective May 21, 2018; and

WHEREAS, Park District and Unit #4 desire to set forth their mutual agreement for the renovation, improvement, development, construction, and maintenance of the Courts and associated improvements described herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Incorporation of Recitals, Duration, and Termination.

- A. The recitals and any definitions set forth herein are hereby incorporated within the body of this Agreement as though fully set forth herein.
- B. For consistency, the initial term of this Agreement shall be coterminous for the remainder of the term of the Intergovernmental Agreement entered into between the Parties on May 21, 2018, unless otherwise terminated earlier as provided hereunder. After that initial term, Unit #4 shall have the option of extending the Agreement two (2) consecutive additional ten (10) year terms, pursuant to an appropriate exercise of such options made, in writing, on or before August 31 of the then current term or extension thereof. Notwithstanding the foregoing, this Agreement shall ultimately terminate upon and in the event of the dissolution of either Party.
- 2. Purpose. This Agreement sets forth the terms and conditions by which the Parties jointly agree to renovate, improve, and develop the Courts at the Park for the general public and in order to make those Courts available for Unit #4 tennis activities consistent with the Intergovernmental Cooperation Act, 5 ILCS 22/1, et seq. The Courts currently located and to be located at the Park in the City of Champaign, State of Illinois consist of four (4) Courts utilized by the Park District. This Agreement provides for the renovation, improvement, and development of those Courts together with the development of an additional two (2) Courts. The Park District shall at all times maintain ownership of the Courts; provided that, Unit #4 shall have a license to utilize them pursuant to the terms set forth herein. The Parties shall use their good faith efforts to comply with the terms of this Agreement, including such representations, warranties, terms, covenants, conditions, use allocations, operating cost sharing, and indemnities customary for a transaction of this character and complexity. The Courts shall be used to provide educational, recreational, and athletic programs, and community-based activities, such as those commonly provided at park and school athletic facilities in the Champaign-Urbana area. All uses shall be subject to the rules, restrictions, and policies that are applicable to other facilities of the Park District and Unit #4.

3. Ownership/License.

- A. The Courts shall be constructed at and upon the Park which is owned by the Park District, and they may be collectively and alternatively referred to herein as, the "Property" as legally described as part of Exhibit "1" and depicted as part thereof by the "MSA Tennis Court Expansion Concept A.2".
 - B. The Park District shall by the terms of this Agreement grant a license to Unit #4.
- C. Upon completion of the construction of the Courts, Unit #4 shall have the right to use such Courts pursuant to the terms hereof until the expiration of this Agreement.
 - D. This Agreement shall include appropriate termination and default terms.

4. <u>Design and Construction</u>.

A. The Parties shall involve their respective representatives in the development, review and preparation of preliminary design plans for the Courts (the "Conceptual Plans"). Upon Unit #4 consent to the Conceptual Plans, Park District shall in accordance with the design and construction provisions herein, together with Unit #4, consent, engage and contract with an architectural firm to

definitively design the Facilities consistent with the Conceptual Plans. For the purposes of this Agreement, the term "consent" shall mean permission to proceed, which shall not be unreasonably withheld.

- В. Park District, in accordance with the Conceptual Plans, shall approve the plans and direct that design and construction documents (the "Documents") be prepared. Unit #4 shall approve all Documents and any modifications thereto, and do so to the extent such Documents are consistent with the Conceptual Plans and fulfill the needs of Unit #4 regarding the renovation, improvement, and development of the Courts and consistent with its policies and practices. Unit #4 shall contribute and pay sixty-five percent (65%) of the design and construction document cost. Following Unit #4 approval, and after receipt of a responsive bids which meet the established budget for the construction of the Courts, Park District shall proceed with the construction of the Courts and initial payment for all costs associated with the design, construction, and development of the Courts, including demolition of the existing courts; provided that, Unit #4 shall pay and reimburse Park District the described herein sixty-five percent (65%). The cost of any paths, concrete pads, seating structures, and related appurtenances, including but not limited to, lighting, fencing, shade structures, and a drinking fountain, to and for the purposes of facilitating the accessibility and spectators to the Courts shall be borne by the Parties and also divided in a manner such that Unit #4 shall pay sixty-five percent (65%) and Park District shall pay thirty-five percent (35%) thereof. All bidding and construction procedures shall be pursuant to applicable Illinois law and let to the lowest responsive and responsible bidder. Unit #4 shall be notified of, attend, and participate in bidding and construction determinations and awards in order to ensure compliance with legal requirements imposed upon Unit #4, as well as its policies and procedures. Park District shall submit to Unit #4 any addenda or construction change orders for Unit #4's approval, acting through its applicable designee, which shall not be unreasonably withheld; provided that, any such addenda or change orders shall not in any event exceed the dimensions or specifications of the areas of the Park approved by the Park District. The Parties agree and acknowledge that Unit #4 shall pay sixty-five percent (65%) of the projected \$865,000.00 cost of the Project as reflected on attached Exhibit "2", and the Park District shall pay thirty-five percent (35%) of such sum; provided that, to the extent construction expenses exceed such amount for either Party, approval of such additional sums shall be submitted to the respective Party for approval before any such expense is incurred; provided further that, such approval shall not be unreasonably withheld.
- C. The procedures for the awarding of construction contracts, payment of costs and expenses, and completion of construction shall be more fully set forth in the Architectural and Construction Contracts, in addition to applicable law, Park District and Unit #4 policies.

5. Utilization and Costs.

A. In connection with the Courts renovated, improved, and developed pursuant to this Agreement, responsibility for maintenance of the Courts, adjacent concrete areas, and appurtenances, including but not limited to, lighting, fencing, shade structures, and a drinking fountain, related to tennis shall be as follows: Park District shall continue routine maintenance of the Courts due to ordinary wear and tear during all periods when Unit #4 has priority of use during fall and spring high school tennis seasons; provided that, Unit #4 shall be responsible for all other maintenance, repairs, and utilities related to its usage. It is understood that the general public may use the Courts when they are not being utilized for the tennis program of Unit #4. In and to the extent that the tennis courts

surfaces and related appurtenances, including without limitation, nets, net poles, repainting, resurfacing, repairing or replacing fencing, shade structures or benches as reasonably needed, each Party shall equally share the cost thereof. Unit #4 may enter into a further fee based agreement with Park District for maintenance and other services, all of which shall be subject to an agreed upon usage schedule.

- B. Unit #4 shall be responsible for and undertake in a timely and complete manner the operation of and all other costs associated with the refuse removal and any other similar activity or requirement on or at the Courts during Unit #4's usage.
- C. Unit #4 shall pay sixty-five percent (65%) of the costs associated with the development of any dry detention that may be required to be installed in connection with the Courts, and Park District shall pay thirty-five percent (35%) of such amount. After construction thereof, Park District shall be responsible for the maintenance costs thereof.
- D. Park District shall be responsible for providing and maintaining furnishings associated with Spalding Park that are not Court improvements, such as picnic tables and refuse receptacles.
- E. The Courts shall remain open to the public, but shall be scheduled for exclusive use by Unit #4 for its tennis program upon specific dates and times as agreed with Park District. The locker/restroom/concession building (addressed in the May 21, 2018 agreement) shall be owned and operated by Unit #4 during the term of this Agreement and the Park District shall have access to the building. The Parties shall determine their respective share of utility costs on a monthly basis, as reasonably determined from current billing information or as calculated by utility meters and apportion such amounts and payment equally between them. The Operating Committee as set forth in Section 9 hereof shall determine what periods of time the restrooms shall be available for use by the Parties.
- F. Park District shall maintain the ongoing right for the duration of this Agreement, together with any extensions thereof, to approve any future changes made with regard to the Courts. Except as otherwise provided for regarding any future development of the Courts, Unit #4 shall not construct any other buildings or structures of any kind or character upon the Property.
- G. The playground and pavilion at the Park shall be maintained by the Park District together with the new and existing internal Park paths; provided that, any paved surfaces constructed in connection with the Courts shall be maintained by the Parties on an equal basis.
- H. Any branding, sponsorship signage, or naming designation at the Park or any of the Courts, must be approved by the Park District and be consistent with the Park District's naming rights policy. Such branding, signage, or designation, if any, shall be initiated through the Operating Committee subject to the Park District's approval, which shall not be unreasonably withheld. In addition, the appropriate Unit #4 committee shall be consulted. Any payment or compensation associated therewith shall be allocated to the Party to which it relates; provided that, to the extent that the Park District obtains, undertakes, or initiates such process by facilitating it for Unit #4, Unit #4 shall receive the compensation for such sponsorship except for fifty percent (50%) of the amount, which shall be remitted to Park District. Park District shall maintain its own signage, and any signage associated with Unit #4 shall be maintained by Unit #4.

- I. The Park District may continue to rent the pavilion at the Park, with any revenue generated from such rentals to be allocated to the Park District. Park District may rent the Courts upon such terms and conditions as deemed appropriate during the scheduled periods when such Courts are not being utilized by Unit #4 for seasonal tennis upon such terms and conditions as the Park District deems appropriate, and any revenue generated from such rentals shall accrue and be paid to the Park District.
- J. The Parties understand and acknowledge that the greater portion of the impervious surface at the Park shall be associated with the Courts and other areas allocated for use by Unit #4, including without limitation, the locker/restroom/concession building and Harris Avenue parking lot. Accordingly, Unit #4 and Park District shall equally share the annual stormwater fees associated with the locker/restroom/concession building and any other impervious area that is subject to such fee. Park District shall provide Unit #4 with documentation demonstrating such fee for reimbursement by Unit #4. Such reimbursement shall include the Courts and associated areas described herein.
- 6. Termination and Breach. This Agreement shall remain in effect for the period set forth herein. In the event that either Party breaches, defaults in the performance of, or otherwise fails to comply with this Agreement, the other Party shall provide written notice in accordance with Section 17 of such breach, default, or non-performance and grant sixty (60) days after the date of such written notice to cure such circumstance. In the event the defaulting Party is in good faith undertaking measures to cure such default, the non-defaulting shall grant an additional sixty (60) days to complete such cure. The failure to cure shall be a basis for termination of this Agreement on the service of a further thirty (30) day written notice. The Parties may otherwise terminate this Agreement by a mutual written agreement between them.
- 7. <u>Employees</u>. The respective Party shall be responsible for all compensation, benefits, employee health insurance, retirement compensation and contributions, social security, employment insurance, workers compensation and other compensation for its employees of any classification or job description whatsoever who undertake work or perform services at the Courts or areas and appurtenances, including but not limited to, lighting, fencing, shade structures, and a drinking fountain, related thereto, and shall hold each other harmless for any claims related thereto.
- 8. <u>Budget</u>. The Parties may jointly approve an annual budget for operations and capital replacement costs for the Courts consistent with the Parties' respective fiscal years (May 1 to April 30 for Park District and July 1 to June 30 for Unit #4).
- 9. Revenue. All income from programs, including admissions and memberships or passes to Unit #4 affiliated tennis matches, if any, shall be retained by Unit #4, and all income from programs, including admissions and memberships or passes to Park District affiliated tennis matches, if any, shall be retained by the Park District. Booster or parent clubs holding events officially sanctioned by either Party that are designated as fundraisers to support functions of that Party shall be retained by the Party sponsoring such event after costs associated with such event have been paid.
- 10. Operating Committee. Operation and maintenance of the Courts shall be as set forth herein. Except as otherwise required of and by the Boards of the respective Parties, there shall be a seven (7) person committee comprised and consisting of three (3) representatives from Unit #4, and four (4) representatives

from the Park District (hereinafter referred to as, the "Operating Committee"). The members of the Operating Committee on behalf of Unit #4 shall consist of its applicable High School Principal or designee, Director of Facilities, and Athletic Director. The Operating Committee members on behalf of the Park District shall consist of the Director of Planning, Director of Operations, Director of Recreation, and Director of Revenue Facilities.

Except as otherwise set forth herein, the direct and indirect costs of the respective Parties arising from the use and operation of the Courts and the Property shall be the responsibility of the Parties. Acting through the Operating Committee, the Parties shall jointly prepare and implement an annual schedule of activities and events for the Courts and determine the allocation of costs between them with respect thereto. The determination regarding such scheduling and allocation of costs shall serve as a recommendation for expenditures to the governing Boards of the Parties, except as may otherwise be appropriately delegated by such Boards.

- 11. Conflict Resolution. Any disputed matter between the Parties regarding operation, maintenance, and utilization of the Facilities shall initially be directed for resolution to the Operating Committee. In the event that the Operating Committee cannot resolve the disputed matter, including without limitation, when all representatives of a respective Party vote in an opposing manner on a matter, such action shall be deemed a tie vote and no decision, and further subject the matter to the conflict resolution procedures herein. The matter shall be referred to the Executive Director of the Park District and the Superintendent of Unit #4, who shall work together to resolve the matter. To the extent that such Executive Director and Superintendent cannot resolve the matter within a reasonable period, not to exceed fourteen (14) days after it is presented to them, then the matter shall be referred to the governing boards of the Parties, or in the alternative the following procedure shall be employed. Each Party's governing board shall designate one person and those persons shall select a third person to act as a committee to resolve the matter on behalf of the Parties. The decision of such ad hoc dispute resolution committee shall be binding upon the Parties, unless the decision requires a Party to act in a manner that is prohibited by law or the governing boards prescribe another procedure. In that event, the resolution committee shall reconvene to decide on a course of action which is within the statutory powers of the respective Parties or prescribed procedure.
- 12. Liability Insurance. The Parties shall obtain the necessary liability, property and casualty insurance as their respective interests appear. Unit #4 shall keep in full force and effect at all times during this Agreement workers compensation and comprehensive general liability insurance policy, including contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Unit #4 shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Unit #4 insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate endorsements or riders necessary to assure coverage. Failure of the Park District to demand such certificate, endorsements, riders, or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency in the evidence that is provided shall not be construed as a waiver of Unit #4's obligation to maintain such insurance. The policy shall not be cancelled or amended without at least thirty (30) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverages being put in force, shall be grounds for the Park District to immediately suspend the rights of Unit #4 until it secures such

replacement insurance coverage to comply with this Agreement. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Unit #4. In such event, Unit #4 shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Unit #4 may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance as well as such endorsements or riders otherwise conforming to and in compliance with the terms hereof, promptly upon such change. All insurance shall afford coverage on an "occurrence" and not a "claims made" basis:

13. <u>Indemnification</u>. Unit #4 shall indemnify, defend and hold harmless Park District and any of its commissioners, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of Unit #4 or any of its directors, officers, employees, agents, representatives, and volunteers in carrying out of the terms of this Agreement.

Park District shall indemnify, defend and hold harmless Unit #4 and any of its board members, officers, employees, agents representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Unit #4 that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

14. General Provisions.

- A. Each Party shall bear its respective expenses (including fees and expenses of legal counsel, financial advisers, design professionals or other representatives or consultants) in connection with the transactions contemplated by this Agreement, except as otherwise provided for herein.
- B. The provisions of this Agreement and all duties, obligations and rights arising therefrom shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that could otherwise be construed to cause the application of the laws of any jurisdiction other than the State of Illinois. In the event of any claim or suit regarding this Agreement, Champaign County, Illinois shall be the applicable venue for any such claim(s) or suit.
- C. This Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

- 15. <u>Representations</u>. The Parties hereto represent and warrant that the execution, delivery and performance of this Agreement has been duly authorized by all necessary resolutions or other actions of the respective governing Boards and this Agreement has been duly executed by the Parties freely and voluntarily acting in accordance therewith.
- 16. <u>Public Statements</u>. Each Party shall use reasonable efforts to coordinate any news releases or public statements associated with this Agreement, including any terms and conditions hereof that may be of public interest.
- 17. <u>Notices</u>. Any notice or other communication required or permitted to be given in connection with this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time sent by certified mail, return receipt requested, to the respective Party at the address set forth below, or at such other address as the Parties shall provide to each other in writing. In addition, any such notice shall be contemporaneously sent by the first class regular U.S. Mail:

If to Unit #4:

President, Board of Education Champaign Unit #4 School District 703 S. New Street Champaign, IL 61820 Facsimile: (217) 351-3871

and

Superintendent Champaign Unit #4 School District 703 S. New Street Champaign, IL 61820 Facsimile: (217) 351-3871

If to Park District:

President, Board of Commissioners Champaign Park District 706 Kenwood Road Champaign, IL 61821 Facsimile: (217) 355-8421

and

Executive Director Champaign Park District 706 Kenwood Road Champaign, IL 61821 Facsimile: (217) 355-8421

- 18. <u>Assignment</u>. This Agreement shall not be assigned or delegated by either Party to any person, entity, subsidiary, successor, partner, employee, agent or affiliate without the prior written consent of the other Party, which shall not be unreasonably withheld. If Park District permits assignment of the rights provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the rights or performance of this Agreement at any other time or times.
- 19. <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement are held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision(s) shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, remain in effect.
- 20. <u>Waiver</u>. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

21. <u>Entire Agreement and Amendment</u>. This Agreement and any exhibits, addenda or amendments to it executed in writing by the Parties constitute(s) the entire contract between Park District and Unit #4 with respect to the subject matter hereof and supersede(s) any prior agreements between them whether written or oral, and may be changed, modified or amended only by mutual written agreement executed by Park District and Unit #4.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto effective as the day and year first set forth above.

THE BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT #4	CHAMPAIGN PARK DISTRICT
By	By
Its Board President	Its Board President
By	By
Its Secretary	Its Secretary

EXHIBIT 1

Legal Description

Legal Description

For APN/Parcel ID(s): 42-20-12-132-001, 42-20-12-132-002, 42-20-12-131-001, 42-20-12-131-002,

42-20-12-131-003, 42-20-12-131-004, 42-20-12-132-004, 42-20-12-132-005,

42-20-12-132-008, 42-20-12-132-009, 42-20-12-131-005, 42-20-12-131-006,

42-20-12-131-007, 42-20-12-131-008 and 42-20-12-132-007

(Spalding Park)

Parcel A: That part of Lot 1 of Assessor's Subdivision of the Northeast Quarter of the Northwest Quarter of Section 12, Township 19 North, Range 8 East of the Third Principal Meridian, lying South and West of the New York Central Railroad right of way, situated in the City of Champaign, Champaign County, Illinois.

Parcel B: That portion of the following described premises lying West of Elm Street, in the City of Champaign, Illinois: Lots 2 and 3 of Assessor's Subdivision of the Northeast Quarter of the Northwest Quarter of Section 12, Township 19 North, Range 8 East of the Third Principal Meridian, situated in Champaign County, Illinois, except that portion thereof lying within Harvard Street, in said City of Champaign.

Parcel C: Lots 1, 2, 3 and 4 of Ennis North Harris Street Addition to the City of Champaign, as per plat recorded in book "L" at Page 126, situated in Champaign County, Illinois.

Parcel D: Lot 1 of a Subdivision of Lot 6 of Assessor's Subdivision of the Northeast Quarter of the Northwest Quarter of Section 12, Township 19 North, Range 8 East of the Third Principal Meridian, situate din Champaign County, Illinois.

Parcel E: Lot 2 of a Subdivision of Lot 6 of Assessor's Subdivision of the Northeast Quarter of the Northwest Quarter of Section 12, Township 19 North, Range 8 East of the Third Principal Meridian, situate din Champaign County, Illinois.

Parcel F: Lot 3 of a Subdivision of Lot 6 of Assessor's Subdivision of the Northeast Quarter of the Northwest Quarter of Section 12, Township 19 North, Range 8 East of the Third Principal Meridian, situate din Champaign County, Illinois.

Parcet G: Lots 1, 2, 3, 4 and 5 of Clabaugh's Addition to the City of Champaign, as per plat recorded in Plat Book "L" at Page 031, situated in Champaign County, Illinois.

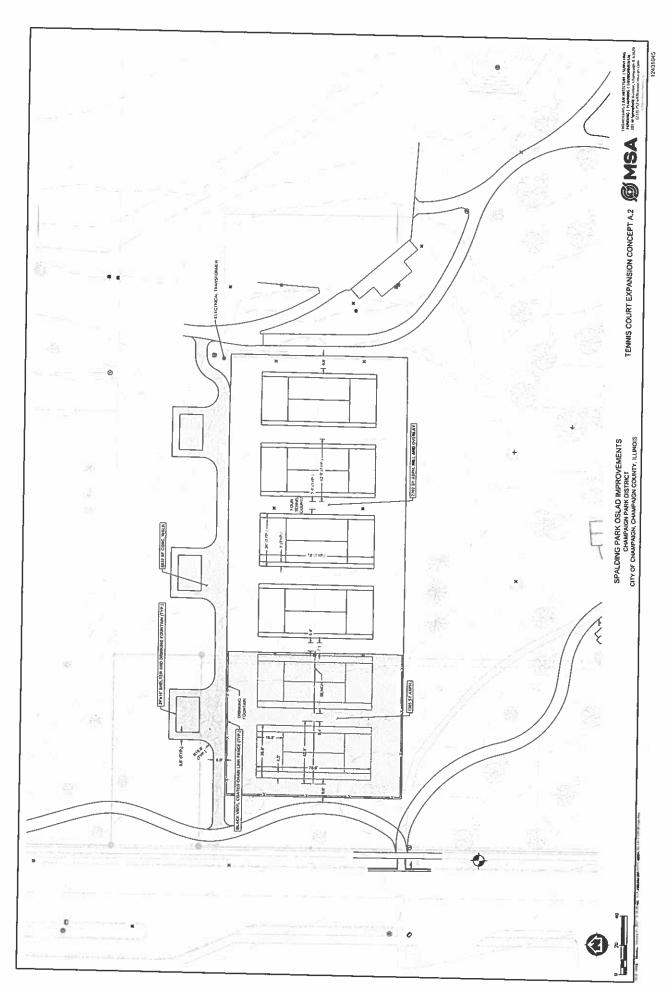


Exhibit "l"

ENGINEER'S PRELIMINARY COST ESTIMATE

MSA PROFESSIONAL SERVICES 201 W. SPRINGFIELD AVE., SUITE 400 CHAMPAIGN, IL 61820

Notes

Unit wt. used to calc. Asphalt = 112# / SY / inch

MUNICIPALITY:

TOWNSHIP: LOCATION:

Champaign Park District
Champaign

Spalding Park - Champaign

PROJECT:

Unit 4 Spalding Tennis court Improvements

MSA PROJECT NO:

DATE PREPARED:

13969013 April 30, 2021

TEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	TENNIS COURT II	MPROVE	MENTS	Anti-tic Your	
001	Mobilization, Insurance, Bonding	LS	1	\$6,400.00	\$6,400.00
002	Tree Removal	LS	4	\$600.00	\$2,400.00
003	Demolition and removal of existing fencing	LF	400	\$6.00	\$2,400.00
004	Removal of poles and tennis equipment	LS	1	\$1,600.00	\$1,600.00
005	Demolition and removal Lights and poles	EA	6	\$6,750.00	\$40,500.00
006	Milling existing court surfaces, 2" thick mill removal	SY	2.702	\$5.00	\$13,510.00
007	Removal of water fountain and conc. pad	LS	1	\$600.00	\$600.00
008	Excavation and dirtwork	CY	500	\$42.00	\$21,000.00
009	PCC walks, 6" on 4" base	SF	6.032	\$14.00	
010	Overlay 2" Asphalt surface, approx. 2,702 SY	TON	303	\$122.00	\$84,448.00 \$36,966.00
011	New asphalt courts, 4" Binder / 2" Surface on 4" of CA-6, Approximately 1,305 SY	TON	439	\$145.00	\$63,655.00
012	6" perforated drain tile with sock	LF	840	\$10.00	\$8,400.00
013	Seal coat and markings, Acrylic surfacing	SY	4.007	\$15.00	\$60,105.00
014	Light poles, electrical and bases	EA	8	\$32,000.00	\$256,000.00
015	Shade shelters	EA	3	\$18,000.00	\$54,000.00
016	Poles, nets, equipment for 2 new tennis courts	EA	2	\$2,500.00	\$5,000.00
017	Water fountain and concrete pad	EA	1	\$5,750,00	\$5,750.00
018	12' high black vinyl coated chainlink fencing and gates, 1.75" mesh	LF	816	\$70.00	\$57,120.00
019	Hydroseeding	SY	2.460	\$2.35	\$5,781.00
E'ar saik	SUPPLEMENT	TAL COST	3		40,761.00
	Inlets	EA	2	\$1,100.00	\$2,200.00
020	12" storm PVC piping	LF	200	\$45.00	\$9,000.00
021	Silt fencing	LF	800	\$3.75	\$3,000.00
022	Concrete washout and removal	EA	1	\$1,500.00	\$1,500.00
	SUBTOTAL F	OR TENNI	S COURT IMPR		\$741,335.00
			CO	NTINGENCY 7%	\$51,893.45
1		SUBTO	TAL OF CONST	RUCTION COST	\$793,228.45
	ENGINEERING DESI				\$55,525.99
	A PART OF THE PROPERTY OF THE PART OF THE			% of SUBTOTAL	\$15,864.57
		-	TOTAL PRO	JECT COST	\$864,619.01



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 22, 2021

SUBJECT: North Champaign Trail Easement

Background

The Champaign Trail Plan adopted by the Park District in 2011 indicates a planned spur of the North Champaign Trail to be constructed once platting and development of the parcel takes place.

The purpose of the Trails Plan is to provide a vision for a connected system throughout the community. The plan also sets clear expectations for where trails should be built and to what standard. The plan will influence the site design of development, provide direction for public works projects, and be a resource in applying for grant funding for new trail segments. Most importantly, the plan provides a common vision that can be supported and promoted by the broader community.

The Trails Plan is a joint effort between the City of Champaign and the Champaign Park District. Both the City and Park District understand the quality-of-life benefits that can result from a well-connected trail system in the community. During the creation of this plan these two units of government coordinated to better understand how the vision of this plan can be realized. The implementation of this plan outlines how the City and District will work together to achieve the vision of the plan with the construction and maintenance of new trails.

The North Champaign Multi-Use Trail is a 1.6-mile trail that runs through the north Neil Street and Prospect Avenue shopping district and connects several residential neighborhoods. To connect to the Boneyard Greenway, a pedestrian/bicycle overpass will be necessary over interstate 74. Much of this trail is already built and travels through Ashland Park, 88 West Apartments, and along Moreland Boulevard.

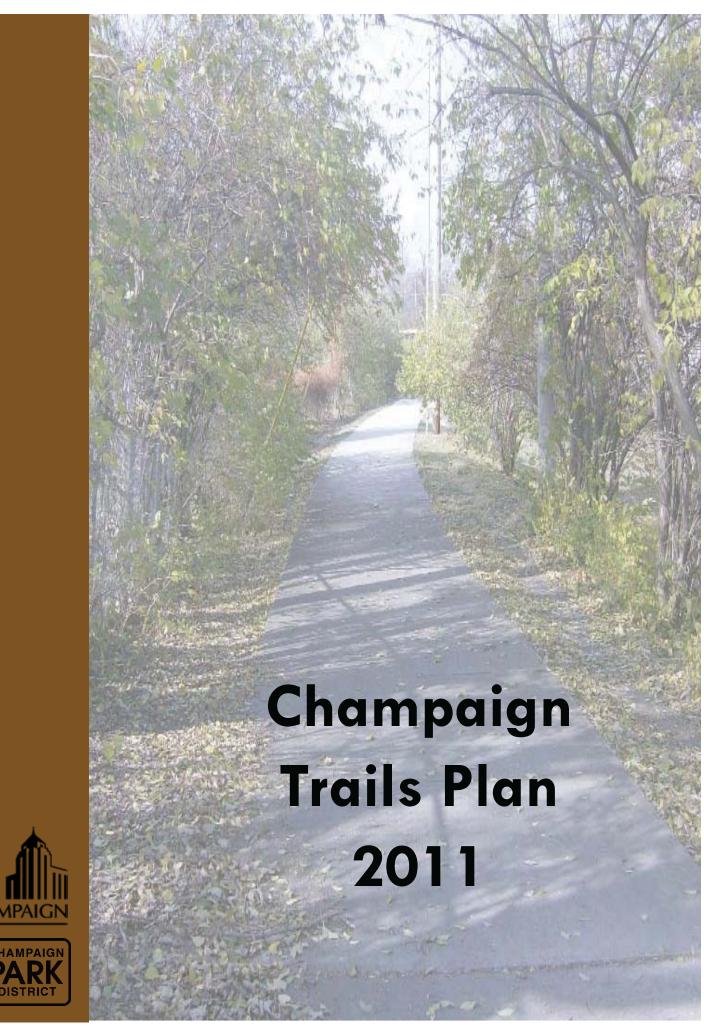
The City is currently in the platting phase of a multi-family development to occur within the property (attached). Part of the plat conditions are for the developer to construct the North Champaign Trail spur along the southern property line. The drawings indicate a recreational easement to be granted to the Champaign Park District for this segment contiguous with the North Champaign Trail (last four pages of attachment). Before the City finalizes the plat with developers they are requesting acceptance of the easement in order to move forward with the development.

Prior Board Action

2011 the Park Board accepted the Champaign Trails Plan between the Park District and the City of Champaign in order to help plan for the future development and maintenance of trails in the overall community.

The District staff is seeking direction from the Park Board on Parker Glen Trail and moving forward with the current trail plans.		
Prepared by:	Reviewed by:	
Andrew Weiss Director of Planning	Joe DeLuce Executive Director	

Discussion





Acknowledgments



City of Champaign

City Manager Steven C. Carter

City Council

Gerald Schweighart, Mayor Michael LaDue, Deputy Mayor Thomas Bruno Marci Dodds Deborah Frank Feinen Karen Foster Kyle Harrison Will Kyles

Plan Commission

Terry Dudley, Chair Mark Darling, Vice Chair Brian DeMuynck Jon Bryan Len Heumann John Dodson Robert Miller Laurie Reynolds Paul Cole

Planning Department / Trails Plan Team Members

Bruce A. Knight, Planning Director
Rob Kowalski, Assistant Planning Director
Mishauno Woggon, Planner II
Lacey Rains Lowe, Planner II



Champaign Park District

Champaign Park District Executive Director

Bobbie H. Herakovich

Champaign Park District Board

Jane L. Solon, President Alvin S. Griggs, Vice President Barbara J. Kuhl Newton H. Dodds Joseph A. Petry

Park District / Trails Plan Team Members

Terri Gibble, Park Planner Andrew Weiss, Planner I Katy Denight, Graphic Designer

Photos in this document were taken by the City of Champaign Planning Department except where noted

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Why a Trails Plan?
Working Together to Create the Plan
How the Plan will be Used
Relationship to Other Planning Efforts

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Who Maintains the Trail System
Handling Difficult Crossings
Crossing Interstates

The Trail Types - 6

Greenway, Railtrail, Multi-Use Trail, Connector Trail

The Trails - 9

Greenways

Boneyard Copper Slough Phinney Branch Kaskaskia River

Railtrails

City of New Orleans Wabash West Springfield Avenue

Multi-Use Trails

Pipeline
North Champaign
Olympian Drive
Rising Road
Curtis Road
Windsor Road
U.S. Route 150
Kirby Avenue
Duncan Road
Mattis Avenue

Implementation - 44

Appendix

Design Guidelines from CCRPC Greenways and Trails Plan



Why a Trails Plan?

A recreational trail is a quality-of-life amenity highly desired by Champaign residents. In recent years both the Champaign Park District and City of Champaign Planning Department completed long range strategic plans which included surveys of Champaign residents. In both cases residents indicated they would like to see more trails throughout the community. A well-connected trail system provides many benefits. It promotes healthier lifestyles, provides recreational opportunities for all ages and abilities and links together different neighborhoods and community destinations. National studies also show that property values can be higher when located near a trail system. Although many trail segments have been built in the community throughout the years, there has yet to be a plan with a strategy to link them together and promote the construction of new trails.

The purpose of the Trails Plan is to provide a vision for a connected system throughout the community. The plan also sets clear expectations for where trails should be built and to what standard. The plan will influence the site design of development, provide direction for public works projects, and be a resource in applying for grant funding for new trail segments. Most importantly, the plan provides a common vision that can be supported and promoted by the broader community.

Working Together to Create the Plan

The Trails Plan is a joint effort between the City of Champaign and the Champaign Park District. Both the City and Park District understand the quality-of-life benefits that can result from a well connected trail system in the community. During the creation of this plan these two units of government coordinated to better understand how the vision of this plan can be realized. The implementation of this plan (page 44) further outlines how the City and District will work together to achieve the vision of the plan with the construction and maintenance of new trails.





How the Plan will be Used

The Trails Plan illustrates 17 different trail segments that would create a cohesive network of off-street facilities for recreational use. The Trails Plan is not necessarily a "bicycle plan". The City maintains a bicycle plan within the Transportation Master Plan, called *Champaign Moving Forward*. That plan maps on-street bicycle facilities including bike lanes, bike routes and "sharrows." While the bicycle plan promotes bicycling more as a mode of transportation, the Trails Plan places more emphasis on recreational use. However, the Trails Plan was developed in close coordination with the existing bicycle plan to ensure proper connections. It is envisioned that the Trails Plan will be used primarily by the following groups:

The City of Champaign when considering street improvement projects;

The Champaign Park District when considering new projects and applying for grants;

Developers when considering site layouts for new development; and

Future Residents when making choices on where to live and recreate.; and

Current Residents when walking, running and biking.

Relationship to Other Planning Efforts

The Trails Plan is a product of several larger planning initiatives for the community. It is a "stand alone" plan but takes its direction from the following efforts:



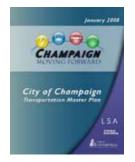
Champaign Comprehensive Plan, Champaign Tomorrow, 2011

The Trails Plan is considered an "element" of the City's overall Comprehensive Plan which sets policy direction for the future growth and development of the community. The Comprehensive Plan, called *Champaign Tomorrow*, was adopted in 2011 and contains several guiding principles and strategies related to trails, parks and community recreation. Completing a trails plan is a stated implementation strategy of *Champaign Tomorrow*.



Champaign Park District Strategic Plan 2005-2015 & Comprehensive Park and Open Space Plan, 2008

These strategic plans for the Champaign Park District provide an overall vision for the District along with specific recommendations to strengthen the operation and facilities of the District. A top priority of each plan is to develop a comprehensive path and trail system throughout the District.



Champaign Transportation Master Plan, Champaign Moving Forward, 2008

This plan is also and element of the City's Comprehensive Plan and provides detailed recommendations for the City's transportation system. The plan provides a specific vision for the City's bicycle and pedestrian networks and suggests actions to improve them. A cohesive trail system contributes to these goals.



Champaign County Regional Planning Commission Greenways and Trails Plan, 2008

This plan provides a *regional* strategy for greenways and trails. The Champaign Trails Plan is closely coordinated with this plan yet provides a greater level of detail that is specific to the City of Champaign. Most importantly, the Greenways and Trails effort produced specific trail design guidelines which are included as the appendix of this plan and intended to be the primary source for trail design.



Key Considerations

Who Builds the Trail System?

Completing the trail system as proposed in this plan is a long term endeavor. Some segments can be pursued in the short term but several segments will not be completed for years to come. Nevertheless, it's important to establish the vision today and stay focused into the future. Most of the trails envisioned on the maps will be built by either the City of Champaign, the Champaign Park District, or by a private developer with an eventual dedication to either the City or Park District. It is possible a non-profit group could also emerge and build trail segments as well. For the multi-use trails along city streets the trails would be built either by the City as a component of a larger street improvement project or by a developer as a requirement of a development plan. Similar to the Pipeline Trail, it is the intent of this plan to require construction of the trails shown in this plan when they are situated within or adjacent to a proposed development site. The wider trail may be required in lieu of the standard sidewalk requirement.



The Curtis Road Multi-Use Trail is an example of a trail within a street right-of-way maintained by the City of Champaign.

Who Maintains the Trail System?

The implementation chapter of this plan details maintenance expectations. In general it is anticipated that the multi-use trails within the right-of-way (or adjacent easement) of City streets would be maintained by the City. Multi-use trails that are within dedicated Park District easements (such as the Pipeline Trail and portions of the North Champaign Multi-Use Trail) would be maintained by the Park District. It's possible the Kaskaskia River Greenway trail could be maintained by the Champaign County Forest Preserve District. The maintenance of railtrails and trails within the greenways will need to be determined at the appropriate time. Trails that may be private (such as some connector trails) would be privately maintained by the appropriate homeowner's association or business group. However, all of the trails identified in this plan are expected to be public trails.



The Pipeline Trail and its amenities are maintained by the Champaign Park District.



A variety of improvements can be implemented to make difficult crossings safer for bicycles and pedestrians.

Handling Difficult Crossings

One of the biggest challenges for creating a continuous trail system in the community is dealing with the many difficult crossings the trails will encounter. These crossings include primarily busy arterial streets, interstates, railroads and in some case wide creeks or ditches. This is particularly challenging for Champaign since interstate highways bisect the community on both the north and west sides. It is not possible for this plan to propose detailed design solutions for all difficult crossings and further study will be needed for each trail segment. For arterial streets, many trails will need to cross at signalized intersections with pedestrians. The Greenways and Trails Design Guidelines provide design detail for crossing streets (see Appendix) .



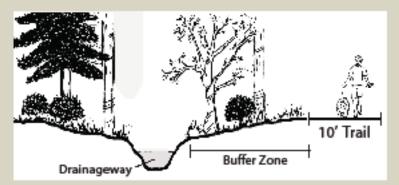
An example of a bicycle/pedestrian overpass bridge.

Crossing Interstates

Crossing Interstates 57,74 and 72 on the north and west sides of Champaign is a challenge for all modes of transportation but most significantly for bicyclists and pedestrians. Many of the existing bridge structures are obsolete and only allow for two narrow vehicular travel lanes. This presents a difficult challenge for creating a connected trail system. This plan calls out the need for "complete street" improvements to several of the bridges crossing Interstate 57. These bridges are scheduled for replacement by the Illinois Department of Transportation and should include facilities for pedestrians and bicyclists. In other cases where bridges are not proposed to be replaced, a retrofit can be considered allowing for additional shoulder space to safely cross the bridge. Finally, this plan recommends a limited number of new bicycle/pedestrian-only bridge structures. This presents the safest, yet most expensive, option for fostering a safe crossing over the interstates.

Greenways

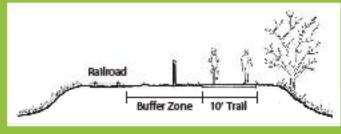
A "greenway" is a corridor that runs along a naturally sensitive area. For this plan, greenways are identified along four different drainageways including the Kaskaskia, the Copper Slough, the Boneyard and the Phinney Branch. A greenway contains the ditch itself, a buffer zone and then a ten-foot wide trail running parallel to the ditch. In this plan, a trail is only intended to run along one side of the drainage ditch. The width of the buffer zone will vary depending on the location and drainage needs. In most cases, the greenways identified in this plan have limited natural vegetation other than prairie grass along the banks. Establishing the greenway trail may include providing additional landscaping and/or stormwater detention in the buffer zones which would provide additional amenities for the trail.







Railtrails





Railtrails are ten-foot wide trails that run within existing railroad rights-of-way. For this plan these include the City of New Orleans Railtrail, the Wabash Railtrail and the West Springfield Railtrail. In most cases a trail is proposed to run parallel to an existing railroad. For a portion of the Wabash Railtrail in downtown Champaign a trail is proposed within portions of abandoned railroad rights-of-way. In all cases the width of the trail is intended to be ten feet wide, consistent with the width of trails within greenways and multi-use trails. The appropriate distance of the trail from the railroad tracks will vary depending on location as well as screening between the two different activities.

Multi-Use Trails

Multi-use trails are a minimum of 10-feet wide and will accommodate bicyclists and pedestrians. This plan identifies most multi-use trails to be located alongside arterial streets in lieu of a narrower sidewalk. However. in some cases multi-use trails do not follow arterial streets (examples include the Pipeline Trail and North Champaign Trail). Similar to sidewalks, multi-use trails will be separated from the curb-line of the street. The distance of separation will depend on the design of the street. A minimum of two feet on each side of the trail should be maintained for a clear zone. Multi-use trails do not need to be striped to separate bicyclists and pedestrians unless heavy use is anticipated.





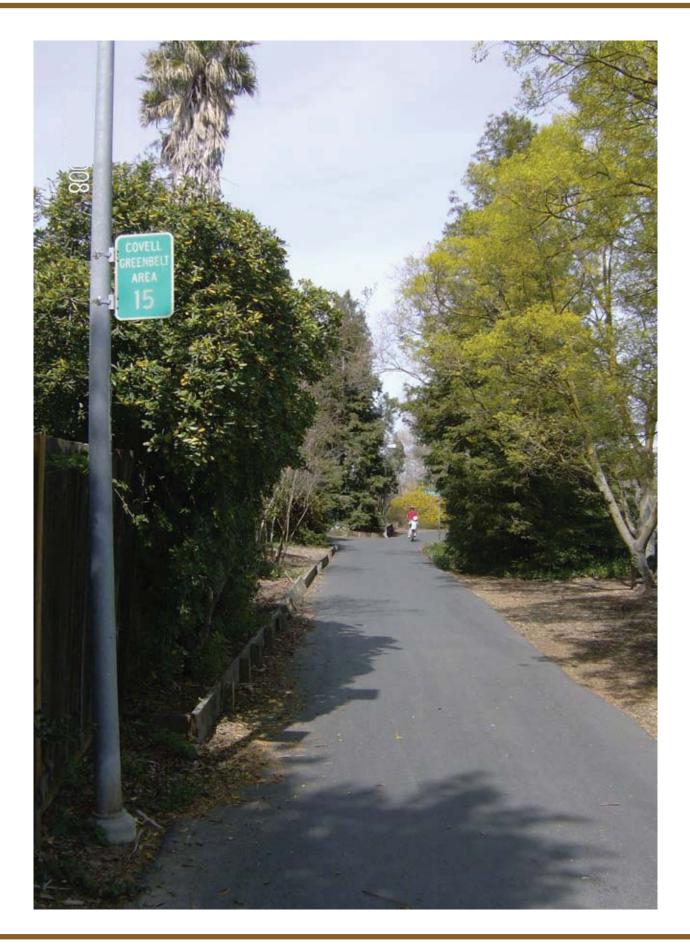


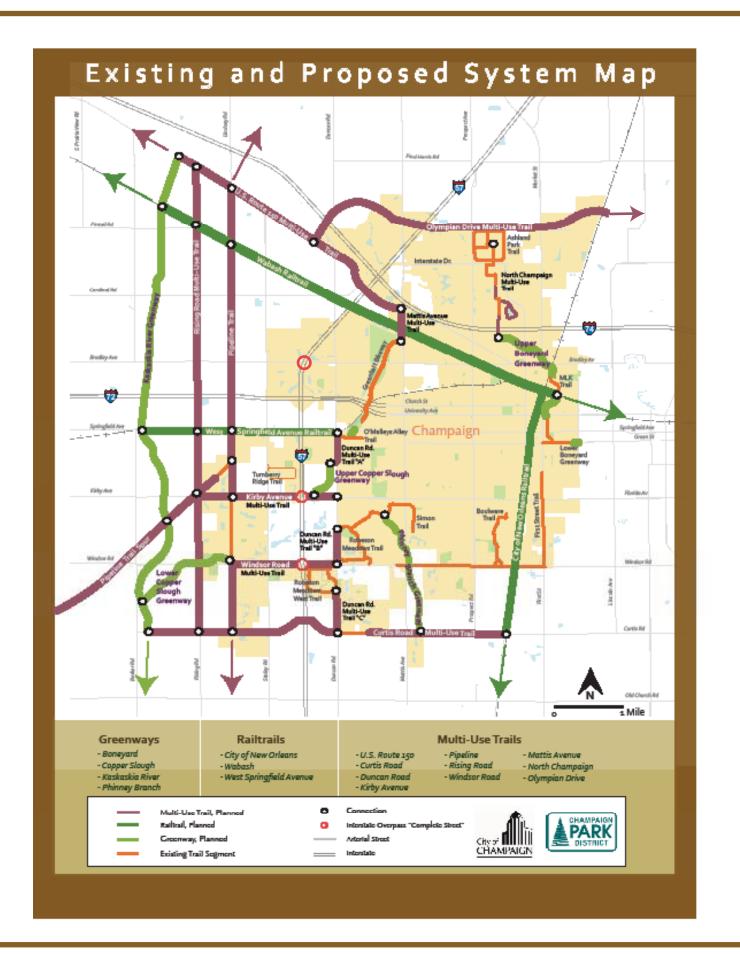
Connector Trails

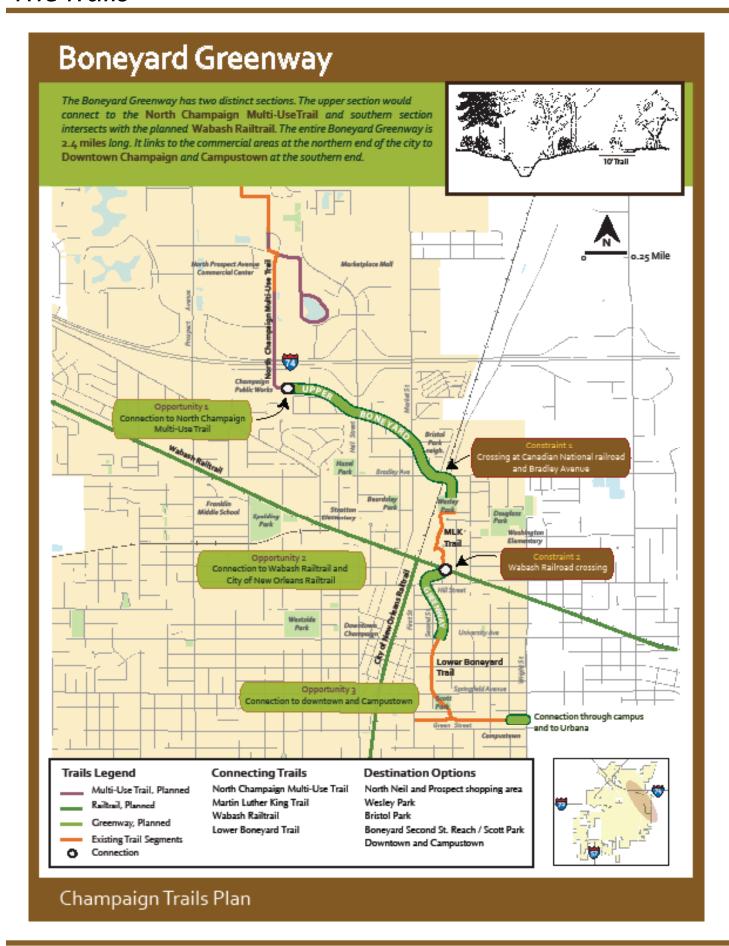




Connector trails are intended to connect a development to the larger trail system. They are not necessarily segments of the Trail system but rather connect residents to the system. They are not mapped in this plan because they would be considered in the site design of new development as proposed. Since these trails would not have the traffic of the larger trail system, they do not have to be 10-feet in width. Connector paths are an important function to the overall trail system because they provide a safe connection to the beginning and end points of each trip.







Boneyard Greenway

Opportunities



Connection to North Champaign Multi-Use Trail

A proposed connection between the North Champaign Multi-Use Trail and the Boneyard Greenway will link areas north of I-74, Including major shopping centers and newly developing residential areas, with areas south of I-74, Including the University of Illinois campus and downtown Champaign. The key to this will be establishing a connection point near the City Public Works facility. Also, a pedestian / bicycle bridge would need to be provided over the Interstate as noted on page 5.



Connection to Wabash and City of New Orleans Railtrails

The Upper Boneyard Greenway provides the opportunity to connect to two of the network's rathralls. The Greenway would connect with the Wabash Railtrail via the Martin Luther King Trail and to the City of New Orleans Railtrail at its Intersection with the Wabash Railtrail. These two trails provide multiple connections to other trail systems in the City thereby creating a continuous system of trails that can be used for both recreation and commuting.



Connection to Downtown and Campustown

Downtown and Campus are two key destinations for many bicyclists. The Boneyard Greenway connects the northern areas of Champaign, Including the Market Place Mall and the North Prospect commercial center, to downtown Champaign and Campustown located at the southern end of the greenway. With additional Improvements to other trail segments, it would be possible for resident In Campustown and the east side of downtown to easily access shopping areas on the north side of the City.



This greenway travels through Scott Park and the Second Street Basin area connecting campus to downtown.



The Boneyard Greenway would connect to the North Champaign Multi-Use Trail at this location.

Constraints



Bradley Avenue at the CN Railroad tracks. The Boneyard Greenway would need to cross the tracks at this location.



Crossing at the CN Railroad and Bradley Avenue

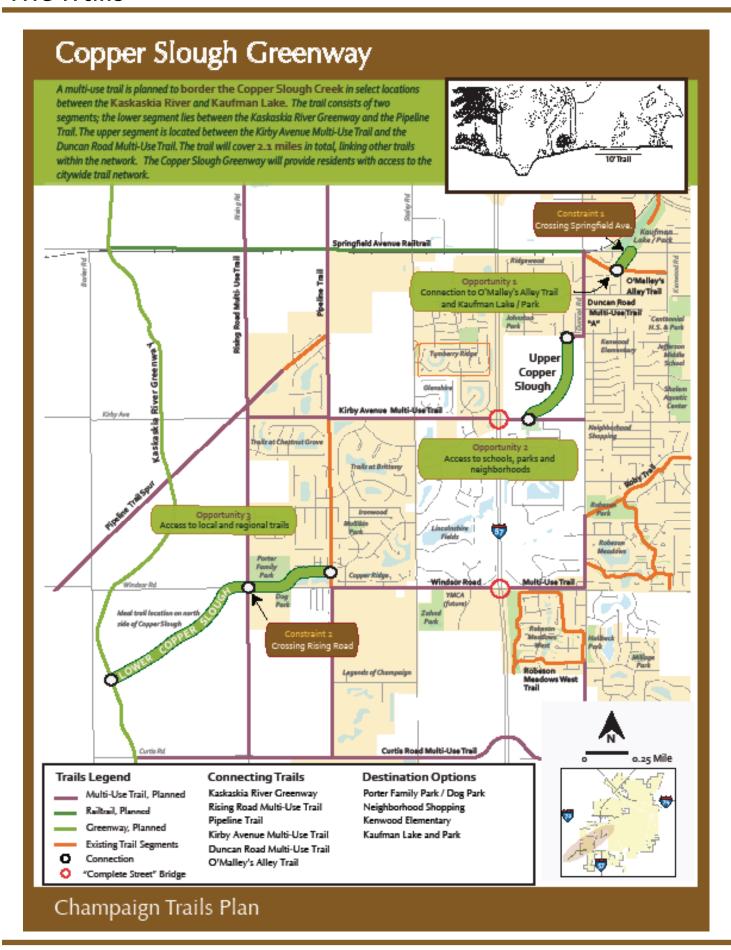
The Canadian National
Railroad is a significant heavy
rail line in the City of
Champaign. The Boneyard
Greenway would need to cross
the tracks to continue north.
The most logical crossing
location would be along
Bradley Avenue on the
existing pedestrian sidewalk.
However, this then presents
the challenge of crossing
busy Bradley Avenue without
an existing crosswalk or signal.
Consideration needs to be
given on how a safe crossing
can be provided.



Wabash Railroad

Although less formidable than then the CN Railroad crossing, care needs to be given when crossing the Wabash Railroad since it is an active rail line.

As it approaches the Wabash Rail, it is proposed that the Boneyard Greenway head east alongside the tracks until it reaches Phillips Drive. The greenway can then cross the tracks alongside the pedestrian sidewalk and connect to the existing Martin Luther King Trail.



Copper Slough Greenway

Opportunities



Connection to O'Malley's Alley Trail and Kaufman Lake / Park

The Upper Copper Slough Greenway along with the Duncan Road Multi-Use Trail will provide a connection to the 0.5-mile O'Mailey's Alley Trail which connects to Kenwood Road. This will provide better access to Centennial Park, Centennial High School, Jefferson Middle School and the Sholem Aquatic Center. The Copper Slough Greenway will also provide better access to Kaufman Park and Lake via the existing Greenbelt Bikeway. Kaufman Park is 8 acres and the lake covers approximately 16 acres.



Access to schools, parks, and neighborhoods.

Both the Lower and Upper Copper Slough will connect to schools, parks, and neighborhoods. For the Lower Copper Slough, the neighborhoods to be linked Include Copper Midge, tronwood, Trails at Brittany and others. These areas would be able to connect to the Pipeline Trail and the Kaskaskia River Greenway without the need to ride along an arterial street. The Upper Copper Slough Greenway helps connect the residential area on the east side of Duncan Road at Kirby as well as Turnberry Ridge.



Access to local and regional trails.

The Lower Copper Slough Greenway has the opportunity to connect to several trails that each will eventually provide a key link in the regional trail network. These trails include the Pipeline Trail, the Rising Road Multi-Use Trail and the Kaskaskia River Greenway.



A trail extension through a parking let (background) will connect O Malley's Alley Test to Northean Lake and Park



The Lower Copper Slaugh looking west from the watering ripoline Trail

Constraints



Crossing Springfield Avenue from the O'Mallay's Alley extension presents a challenge considering mere is no signalized intersection nearby, it is a busy street and a state route. The view in this pixeto is looking south from Reuliman Luke across Springfied Avenue towards the O'Mailey's Alley Trulf



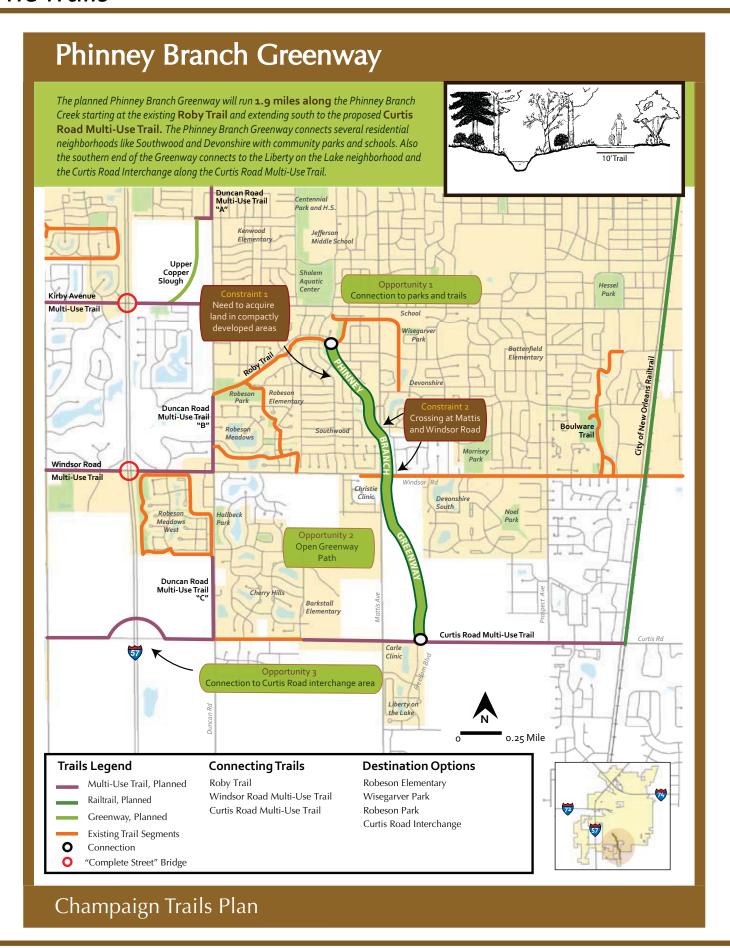
Crossing Springfield Ave.

An important link in the trail system is a short connection from O'hialley's Alley Trail north to Kaufman Park and Lake. The construction of this trail link is required under an agreement with the El Toro site developer. However, the bigger challenge will be crossing Springfield Avenue to reach Kaufman Lake and Park. There is not a signalized intersection close to this location. A safe mid-block crossing will be necessary.



Crossing Rising Road

The Lower Copper Slough
Greenway will intersect with
Rising Road just north of the
Windsor Road and Rising Road
Intersection. A crossing could
be at an improved intersection,
however, should the trail be
located on the north side of the
Copper Slough, a bridge will be
recessary to reach the intersection. Otherwise, a bike and
pedestrian crossing on Rising
Road just north of the intersection will need to be
considered. A crossing design
should be consistent with the
Champaign County Greenways
and Trails Plan Design
Guidelines.



Phinney Branch Greenway

Opportunities



Connection to parks and trails

The Phinney Branch Greenway connects to the Roby Trail at the north end of the greenway. The Roby Trail further connects to Robeson Elementary, Carrie Busey Elementary and the Sholem Aquatic Center on the north side of Kirby Avenue. Centennial Park is located only a quarter mile north of the greenway.



Open Greenway

The lower half of the Phinney Branch Greenway runs through undeveloped property between Windsor Road and Curtis Road.

Therefore, the trail's extension can be more easily routed without having existing development in place. Plans can be coordinated with future development or with current owner consent.



Connection to Curtis Road Interchange area

The southern terminus of the Phinney Branch Greenway connects to the Curtis Road Multi-Use Trail which will provide a safe connection to the Curtis Road Interchange development area. This access will benefit neighborhoods such as Cherry Hills and Southwood.



hinney Branch near connection with the Roby Trail.



Existing vegetation along the greenway.



Phinney Branch looking north from its connection with Curtis Road.

Constraints



Existing development along drainage ditches in the community can be compact leaving little room to establish a trail system along the ditch.



Need to acquire land in compact developed areas

The northern portions of the Phinney Branch Creenway run through areas that are already developed. In some sections homes have been placed very close to the ditch which will make it a challenge to establish a trail. Careful analysis will need to be given on the feasibility of acquiring easements for building the trail.



Crossings at Mattis and Windsor Roads

Like many of the trails in the system, the trail within the Phinney Branch Greenway will need to cross major arterial streets at Windsor and Curtis Roads. Analysis will need to be given to determine the safest crossing. The trail may need to cross Windsor at the Mattis Avenue Intersection and terminate on the north side of Curtis Road.





Kaskaskia River Greenway

Opportunities



North Champaign trail connections

The Kaskaskia River Greenway will contain a multi-use trail that will be easily accessible from neighborhoods on the north end of Champaign. The greenway will connect with the U.S. Route 150 Multi-UseTrail, providing a paved, off-road path leading to Mattis Avenue. The Kaskaskia River Greenway will also connect with the Wabash Railtrail. In future years the Wabash Railtrail could be extended to communities beyond Champaign.



Residential neighborhood accessibility

The Kaskaskia River Greenway will be accessible from many newly developed residential neighborhoods in western Champaign. These neighborhoods include Boulder Ridge, Sawgrass, Jacob's Landing, Trails at Chestnut Grove, West Ridge and others. The trail will benefit not only these neighborhoods but future neighborhoods on the west side of the City.



A regional attraction

The Kaskaskia River Greenway has the potential to not only be a local amenity but also a regional amenity. It has the potential to achieve the same level of popularity as the Constitution Trail in Bloomington-Normal. A greenway is where bicyclists, walkers and others can enjoy several uninturupted miles of trail while enjoying the scenery of neighborhing farmland and the Kaskaskia River itself.



The Kaskaskia River Greenway would offer rural landscapes as well as proximity to developing neighborhoods.



Landscaping along stream corridors can mature over time creating lush greenways in the future.

Constraints



The Kaskaskia River running under Interstate 72



The Kaskaski River and Route 10 / Springfield Avenue



Railroad pedestrian crossing

The Kaskaskia River Greenway must overcome several difficult crossings. One area where this crossing will be difficult is along Route 10 / Springfield Avenue. The trail must cross the Wabash Railtrail, and then almost immediately cross Route 10. While an overpass would have to be quite long and perhaps very expensive, an option to route the trail underneath these two barriers seems difficult to achieve as well. Further study will be needed to determine an optimal solution.



Interstate crossing

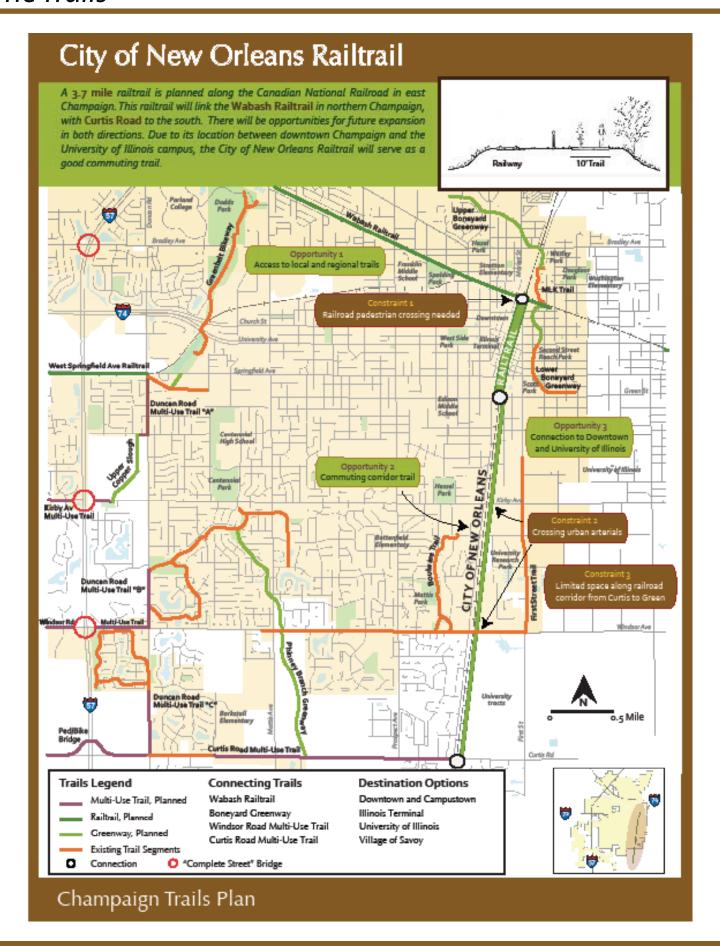
Route 10, the Kaskaskia
River Greenway must bridge
Interstate 72. The design
of this structure appears to
make it difficult to cross
underneath the interstate.
All options for a safe crossing
need to be considered
including potentially routing
the trail east to a crossing
near Rising Road.



Need to acquire

The Kaskaskia River currently exists on private property. To establish a greenway and trail, conservation easements will need to be attained. These easements would have to be attained through building long-term relationships with property owners and having a clear vision for establishing the





City of New Orleans Railtrail

Opportunities



Access to local and regional trails

The City of New Orleans Railtrail connects to several local trails including the Boneyard Greenway which leads to shopping areas on the north and the University of Illinois on the south. The City of New Orleans Railtrail also connects with two major east-west connector trails including the 5.5-mile Wabash Railtrail and the 5-mile Curtis Road Multi-Use Trail. The City of New Orleans Railtrail is the main north-south trail opportunity on the east side of the City.



Commuting corridor trails

The City of New Orleans Railtrail serves as a good commuting trail because of its length. The railtrail connects to several residential neighborhoods with key employment destinations including downtown, the University of Illinois main campus and the South Research Park campus. The railtrail can serve as a main route to several schools and



Connection to downtown and University of

The City of New Orleans Railtrail runs parallel to the University of Illinois campus and the campus can be accessed from many connect-Ing trails such as the Boneyard Greenway and the Windsor Road / First Street





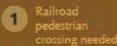
Connection into compus from Kirby Avenu

Constraints





Example of limited space along existing rad line



The City of New Orleans City of New Orleans is sti much an active rail line with many freight trains and traveling on the route daily Consideration will need to be given as to crossing the Wabash or simply ending the City of New Orleans Railtrail on the south end of the Wabash Kalitrali.

If the City of New Orleans Railtrail is not located within the existing railroad right-ofway, then it will need to be located in an easement adjacent to the rallroad right of way. In this case, the trail streets such as Windsor Road and Kirby Avenue at grade

Limited space Curtis to Green

Right-of-way appears to be corridor from Curtis to Green As an alternative, the railtrail could run in an easement parallel to the railroad corridor. Most of this land is owned by the University of Illinois. Easements would need to be negotiated.





Wabash Railtrail

Opportunities



Access to local and regional trails

The Wabash Railtrail connects to the larger network through two major north-south trails on the west side of the City. These are the Kaskasia River Greenway and the Pipeline Trail. The Wabash Railtrail will also connect to the Rising Road Multi-Use Trail and the City of New Orleans Railtrail.



Connection to Boneyard Greenway

The Wabash Railtrail provides and excellent connection opportunity on the east end to the Boneyard Greenway. The Boneyard Greenway then connects to the University of Illinois on the south and the shopping areas of Champaign on the north. This provides a vital link for many Champaign neighborhoods.



Connection to neighborhoods, schools and parks

The Wabash Railtrail connects neighborhoods, schools and parks, the largest being Dodds Park. Dodds Park is a 110-acre community park facility with soccer fields, softball fields, concession stands, public restrooms and more. The Wabash Railtrail would connect with the existing Greenbelt Bikeway trail within Dodds Park.



Connection to Kickapoo Trail

Perhaps the greatest opportunity for the Wabash Mailtrail is the connection through Urbana to the east and the Kickapoo Trail developing in east Urbana. This connection would provide a trail of regional significance and give C-U residents a recognizable recreational facility in the community.







Wabash Railtrail north of Dodds Park

Constraints





Like many trails, the vvabash Railtrail will need to cross an interstate. In this case the interstate is 1-57 at Duncan Road. The existing railroad crosses over the interstate and there does not appear to be sufficient room on the bridge to fit a trail. A separate crossing of the interstate will need to be considered.



The Wabash Railtrail runs diagonally through the City. In doing so it crosses multiple arterial streets including Neil, Prospect, Mattlis, Duncan and Staley Roads. Consideration will need to be given for the safest crossing at each of these locations. In some instatuces the crossing can be accompodated at a signalized intersection.



Champaign Trails Plan



West Springfield Avenue Railtrail

Opportunities



Access to local and regional trails

The West Springfied Avenue Rathrall connects to the larger regional network via the Kaskaskia River Greenway and the Pipeline Trail. These two major north-south trail connections provide links to many Champaign neighborhoods. The West Springfield Avenue Railtrail will also connect to the Rising Road Multi-Use Trail.



Connection to Kaufman Park / Lake and Greenbelt Bikeway

The West Springfield Avenue Ratitrati connects to Kaufman Park and Lake through the existing Greenbelt Bikeway. Kaufman Park is 8 acres and the lake covers about 10 acres. The park provides the community with outdoor recreational activities and is the current western entrance



Connection to O'Malley's Alley Trail

The 2.8-mile West Springfield Avenue Railtrall will connect to the existing O'Malley's Alley Trail thereby extending the east-west traff network another half mile. O'Malley' Alley Trail provides a connection to Jefferson Middle School and the Sholem Aquatic Center and the 74-acre Centennial





Space for a trail alongside the railroad



Kaufman Lake (photo credit: RATIO Architects, Inc.)

Constraints





The West Springfield Avenue Interstate and there appears establish a trail in this location Further analysis is needed to confirm feasibility.



case, the biggest challenge pears to be at Staley Road and Rising Road. Mid-block crossing will need to be considered or the trail could be routed up to Springfield



The West Springfield Avenue Railtrail would run through some areas that are rather the Marathon Oil Storage Facility on Staley Road. Consideration should be given to providing a visual buffe between the trail and the industrial uses.



The West Springfield Avenue Railtrail will need to cross this intersection at Staley Road



Pipeline Trail

Opportunities



Access to regional trails

The Pipeline Trail offers the most connections of any other trail in the network. The trail will connect to seven different local and regional trails. The regional trail connections include U.S. Route 150 Multi-Use Trail, the Wabash Railtrail, the West Springfield Avenue Railtrail and the Copper Slough Greenway which connects to the Kaskaskia River Greenway.



Connection to neighborhoods and parks

The Pipeline Trail runs directly through several Champaign neighborhoods including Trails at Abbey Fields, Trails at Chestnut Grove, Cobblefield, Ironwood, Legends and others. The trail also leads to Porter Family Park and the Park District Dog Park. Through the Windsor Road Multi-Use Trail the Pipeline Trail connects to Zahnd Park.



Southwest trail connections

The south end of the Pipeline
Trail is intersected by the
Lower Copper Slough which
forms an excellent connection
between two major
north-south trails; the
Kaskaskia River Greenway and
the Rising Road Multi-Use Trail.
The trail also connects to the
Windsor Road Multi-Use Trail
and the Pipeline Spur. These
connections provide an
excellent amenity for this area
of the community.



The Pipeline Trail looking south from Kirby Avenue



The Pipeline Trail built ahead of development



This land is proposed for development and the plans include construction of the Pipeline Trail within the existing easement.

Constraints



Where the Pipeline Trail would meet the Wabash Railtrail



Trail crossing at railroad

The Pipeline Trail crosses two railroads: the Wabash Railroad and the rail line along Route 10. The Pipeline Trail will connect with those respective trails at these locations but will also need to provide a safe crossing across the tracks



Crossing arterial

The Pipeline Trail will cross up to six major streets. These streets include Cardinal Road, Bradley Avenue, Springfield Avenue, Kirby Avenue, Windsor Road and Curtis Road. A consistent design needs to be used for each of these points ensuring a safe



Interstate

The Pipeline Trail will have to cross Interstate 72. The existing 50-foot wide easement does not provide any type of expanse across the interstate so a crossing would have to be a new structure. A dedicated bridge crossing should be coordianted with the Rising Road Multi-Use Trail so facilities can be shared



Interstate 72 at the Pipeline easemen



Champaign Trails Plan



North Champaign Multi-Use Trail

Opportunities



Use area around detention lake for open space / trail

This area of Champaign lacks park space. With a growing residential population more park space will be needed. One opportunity would be converting the existing detention basin on Marketview Drive and its surrounding open space to a park with a trail. The land is privately owned and analysis will need to be given as to the need for more retail use in the area.



Linking neighborhoods and shopping

The North Champaign Multi-Use Trail links residential areas both north and south of the interstate with the City's largest commercial areas. The neighborhood of Ashland Park and the apartment developments of 88 West and Town Center Apartments are provided direct links. A future bicycle and pedestrian bridge over I-74 would link neighborhoods south of I-74 as well.



Boneyard Greenway connection

The North Champaign Multi-Use Trail would connect with the Boneyard Greenway near the Champaign Public Works building. This link would then provide a connection from the University of Illinois campus up to the north Champaign shopping area. The key to this connection will be a bicycle and pedestrian bridge over Interstate 74.



A conceptual rendering of a open space and trail at the Marketview detention basin



An existing portion of the North Champaign Multi-Use Trail

Constraints



View of I-74 from Moreland Blvd. looking south across the Interstate. Narrowing Moreland Blvd. would allow for a bridge landing

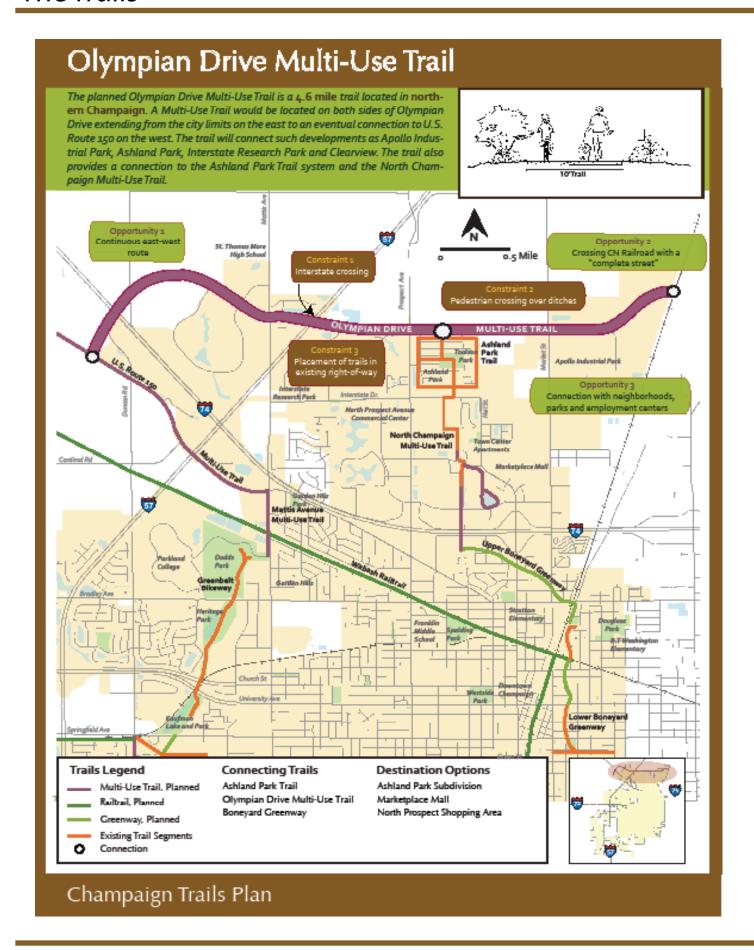


cross several busy streets. These include Interstate Drive, Town Center Boulevard. Marketview Drive and I-74.



with the shopping areas north





Olympian Drive Multi-Use Trail

Opportunities



Continuous east-west route

The Olympian Drive Multi-Use Trail provides one of the only continuous east-west routes on the city's north side. Also, since Olympian Drive is a limited access road, there will be fewer interruptions along the trail. This trail has the opportunity to extend further as Olympian Drive is extended on both the east and west ends. Careful analysis will be needed to design the trail to cross the CN Railroad into Urbana.



Crossing the CN Railroad

The extension of Olympian Drive from its current terminus near Apollo Drive into Urbana requires crossing the CN Railroad. This bridge crossing and the extension of the road has been a priority capital project of both Urbana and Champaign and funding exists. A "complete street" crossing at this location would provide the only crossing over the tracks between Bradley and Ford Harris Road.



Connection with neighborhoods, parks and employment centers

North Champaign is not just a regional shopping area. It also contains large employment centers in Apollo and interstate Research Parks. Also, there are several growing residential developments including Ashland Park.

Subdivision and several multifamily developments. The Olympian Drive Multi-Use Trail will help tie these uses together.



Existing trail segment along Olympian Drive



Olympian Drive looking east where the extension would cross the CN Railroa

Constraints



nterstate 57 and Olympian Drive overpass



Drainage ditch at Prospect Avenue and Olympian Drive



Interstate crossing

As the case with many of the trails in the system, the Olympian Drive Multi-Use Trail will need to cross interstate 57 and eventually interstate 74. Analysis is needed to determine how the existing roadway bridge across interstate 57 can be retrofit to accomodate bikes.



Pedestrian crossing over

Stormwater along Olympian Drive is handled within large ditches running alongside the road. Therefore, trails located on the outside of the ditches will eventually need to bridge those ditches to cross intersections. A consistent technique for bridging these ditches will be needed.



Placement of trails in existing

In some areas along the corridor there may not be space in the existing right-of-way to accommodate a trail. This is because the wider Olympian Drive along with drainage ditches take up quite a bit of the space already. Additional right-of-way will need to be acquired or trails can be established in easements.





Rising Road Multi-Use Trail

Opportunities



Access to regional trails

The Rising Road Multi-Use
Trail connects to several
regional trails in the network.
The regional trail connections
include U.S. Route 150 MultiUse Trail, the Wabash Railtrail,
the West Springfield Avenue
Railtrail and the Copper
Slough Greenway which
connects to the Kaskaskia
River Greenway. The trail will
mirror the Pipeline Trail but
will run alongside Rising Road
Instead of a separate easement.



Connection to neighborhoods and parks

The Rising Road Multi-Use Trail will connect several developing and future neighborhoods. Existing neighborhoods to be served include Jacob's Landing. Trails at Chestnut Grove and Will's Trace.



Southwest trail connections

Similiar to the Pipeline Trail and the Kaskaskia River Greenway, the Rising Road Multi-Use Trail will make several connections in southwest Champaign.

This trail would connect with Curtis Road at its most southern point.



Rising Road connection at the Wabash Railtrai



Rising Road and Curtis Road intersection



Rising Road looking south near U.S. Route 10 (Springfield Avenue)

Constraints



Trail crossing at railroads

Similar to the Pipeline Trail, the Rising Road Multi-Use Trail will need to cross the Wabash railroad and the railroad alongside Springfield Avenue. As Rising Road is improved, these at-grade crossings will need to include the appropriate crossing for the 10-foot wide trail.



Interstat

Rising Road crosses interstate
72 as a two-lane unimproved roadway. When Rising Road is improved a new bridge structure will be necessary. This bridge structure should include shoulders. However, the trail design should also consider a route to connect to the nearby Pipeline Trail which is planned to have a dedicated bike/ped bridge.



Limited right-ofway on the east

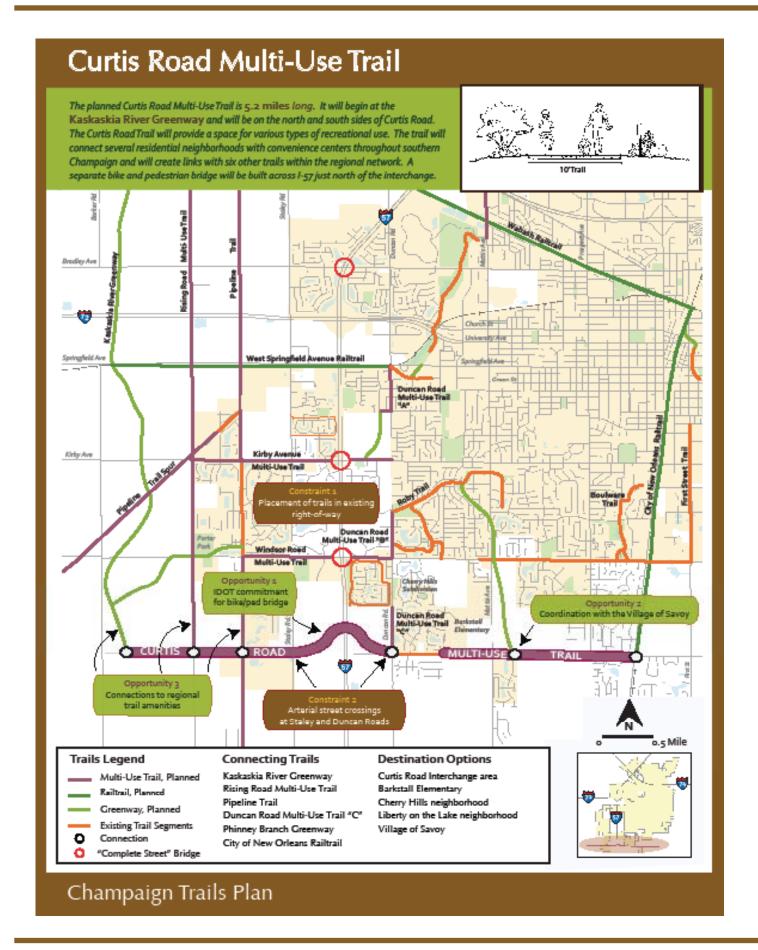
When Rising Road is improved, additional right-of-way will be necessary. However, portions of Rising Road are already developed and there will be limited opportunity to establish a trail on the east side of the street from Kirby to Windsor. Along this stretch a 10-foot wide trail may only work on the west side.



Crossing arteria streets

Rising Road is slated to be an urban arterial street in the future. Improving the road will include improvements to the various intersections. Careful design will be important to ensure the 10-foot wide trail safely crosses these intersections as well.





Curtis Road Multi-Use Trail

Opportunities



IDOT commitment for Ped. / Bike bridge

The recently completed I-57 interchange at Curtis Road did not include bicycle and pedestrian facilities along Curtis Road. The overpass does contain shoulders but not the proper facilities for bicyclists and pedestrians. It was agreed upon by the City and IDOT during the design of the interchange that a separate bicycle and pedestrian bridge would be built by IDOT just north of the interchange at such time as there is a plan for trails leading up to the future bridge. Development of the tracts at the interchange will incorporate these plans.



Coordination with the Village of Savoy

The City of Champaign's jurisdiction ends on Curtis Road immediately east of the Liberty on the Lake neighborhood. However, regional trail systems can only be successful if they can cross jurisdictional boundaries seamlessly. The Trails Plan creates the opportunity for the City and Village to work together to plan for a continuous trail that would ultimately link the interchange with U.S. Route 45 / Dunlap Road.



Connection to regional trail amenities

The Curtis Road Multi-Use Trail will connect with several other trails that provide community and regional links. For example, the trail will connect with the Pipeline Trail, the Rising Road Multi-Use Trail, the Phinney Branch Greenway and the Kaskaskia River Greenway. As the areas of southwest Champaign continue to grow, these connections will become more valuable and will add to the quality of life for residents.



Curtis Road and Interstate 57 interchange



The Pipeline Trail will eventually connect to the Curtis Road Multi-Use Trail

Constraints



The intersection of Curtis Road and Duncan Road



1

Placement of trails in existing

The cross-section design of Curtis Road changes in different locations depending on development and plans for managing stormwater. In some places the road uses a curb-and-gutter system. In other places it uses ditches for drainage. In the areas with ditches, the multi-use trail will need to be built "outside" the ditch. In some cases there may not be adequate right-of-way available and land will need to be acquired. For tracts that are developing, the 10-foot wide multi-use trail should be built in lieu of the standard 4-foot wide sidewalk

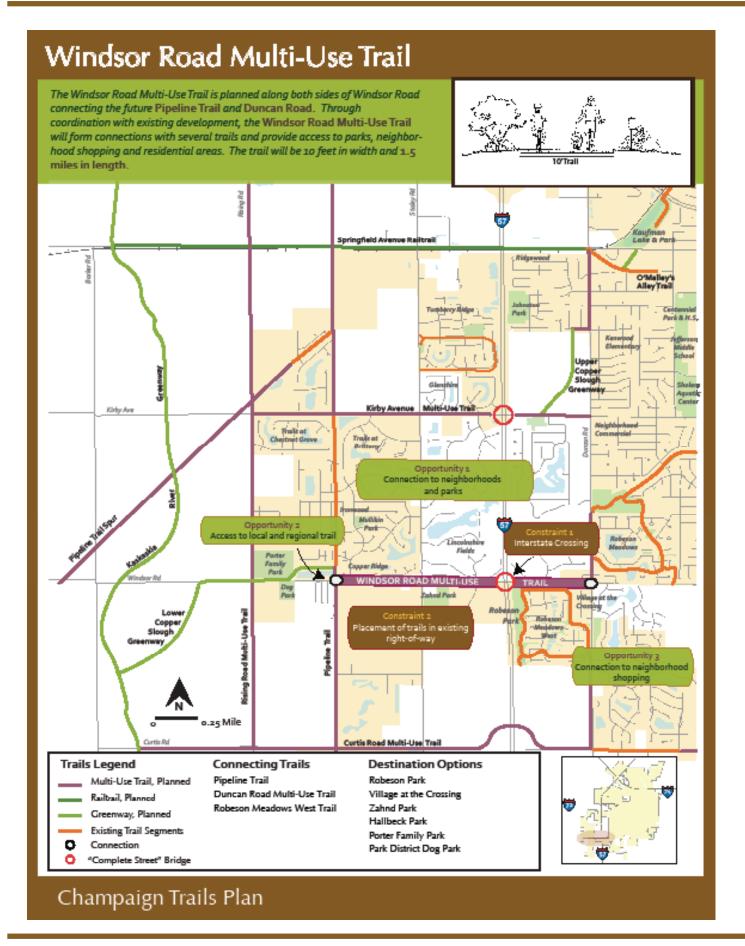


Crossing Staley Road and Duncar

A continuous multi-use trail along Curtis Road has many advantages. However, since it will run alongside the road, it must cross several arterial streets with busy intersections. At these locations bicyclists need to act more like pedestrians and anticipate the traffic and many turning movements by vehicles. The intersection of Curtis and Duncan was recently improved with the completion on the interchange. Staley and Curtis is currently a four-way stop and will need signal improvements in the future as more development occurs

Wynstone Drive. A multi-use trail would need to be placed outside the existing drainage ditch (see page 7).

Curtis Road looking east from



Windsor Road Multi-Use Trail

Opportunities



Connection to neighborhoods and parks

The Windsor Road Multi-Use Trail connects to the residential neighborhoods of Copper Ridge, Legends of Champaign, Robeson Meadows and Cherry Hills. The trail also serves Zahnd Park and the park in Robeson Meadows West Subdivision.



Access to local and regional trails

The Windsor Road Multi-Use Trail connects to the larger regional trail system through one of the major north-south trails in the Pipeline Trail. The Pipeline Trail further connects to the Kaskaskia River Greenway and the Rising Road Multi-Use Trail, both of which are regional and local trails.



Connection to neighborhood shopping

Village at the Crossing is located at the southwest comer of Windsor Road and Duncan Road. The Windsor Road Multi-Use Trail will serve the purpose of connecting several neighborhoods with this neighborhood shopping area. Village at the Crossing Includes several retail, restaurant and services uses.



Looking north along the Pipeline Trail from Windsor



Village at the Crossing neighborhood shopping area.



 $Winds or Road \ west of \ Duncan. \ The \ eventual \ improvement \ of this \ stretch \ of \ street \ should \ include \ a \ 10-foot \ wide \ multi-use \ trail.$

Constraints



The existing Windsor Road bridge over Interstate 57 does not accommodate bicycles or pedestrians creating a hazardous situation for crossing. Bridge replacement should adhere to adopted City and State policies for "complete streets."



Interstate crossine

The Windsor Road overpass over I-57 is obsolete and does not accomodate bicycles and pedestrians. The Illinois Department of Transportation intends to replace the bridge in the near term. It is the expectation that the design of the new bridge will be compliant with state requirements to a "complete street."

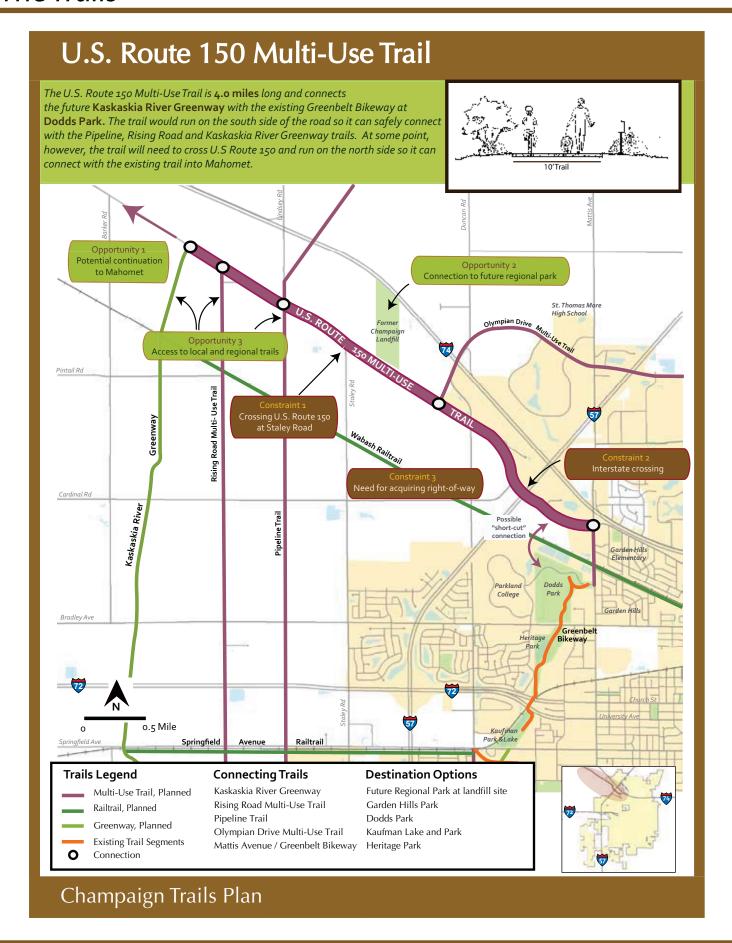


Placement of trail in existing

Similar to other arterial streets, there may be segments of Windsor Moad where there is limited right-of-way to place a trail. In these cases either additional right-of-way will need to be purchased or the trail will need to be placed in an easement.



Limited space on the existing bridge over Interstate 57



U.S. Route 150 Multi-Use Trail

Opportunities



Potential continuation to Mahomet

This plan envisions the U.S. Route 150 Multi-Use Trail extending to the Kaskaskia River Greenway. However, there would be potential to coordinate with other entities to continue the trail along U.S.Route 150 to Mahomet and connect with other regional amenities such as Lake of the Woods and other trails in the Village.



Connection to future regional park (landfill site)

The 2008 Landfill Reuse Park Plan detailed a vision and design for a 90-acre public park at the former Champaign Landfill site. Proposed conceptual recreational uses include model aviation, non-motorized BMX track, a mountain bike skills course, disc-golf, and a dog park. Other amenities include internal trails, naturalized prairie and wildlife habitat, a sled hill, play area, picnic areas, and large gathering space. When built this park would serve as a regional amenity thus making it very desriable to connect to a regional trail system.



Access to local and regional trails

The U.S. Route 150 Multi-Use Trail would be the logical starting point for several local and regional trails. These include the 7.5-mile Kaskaskia River Greenway, the 6.5-mile Pipeline Trail, the 6.9-mile Rising Road Multi-Use Trail and the 4.6-mile Olympian Drive Multi-Use Trail. The trail would also connect to the Mattis Avenue connector trail.



Conceptual park design from Landfill Reuse Plan

Constraints



U.S. Route 150 as it crosses Interstate 57



Steep topography leading to the drainage ditch along U.S. 150



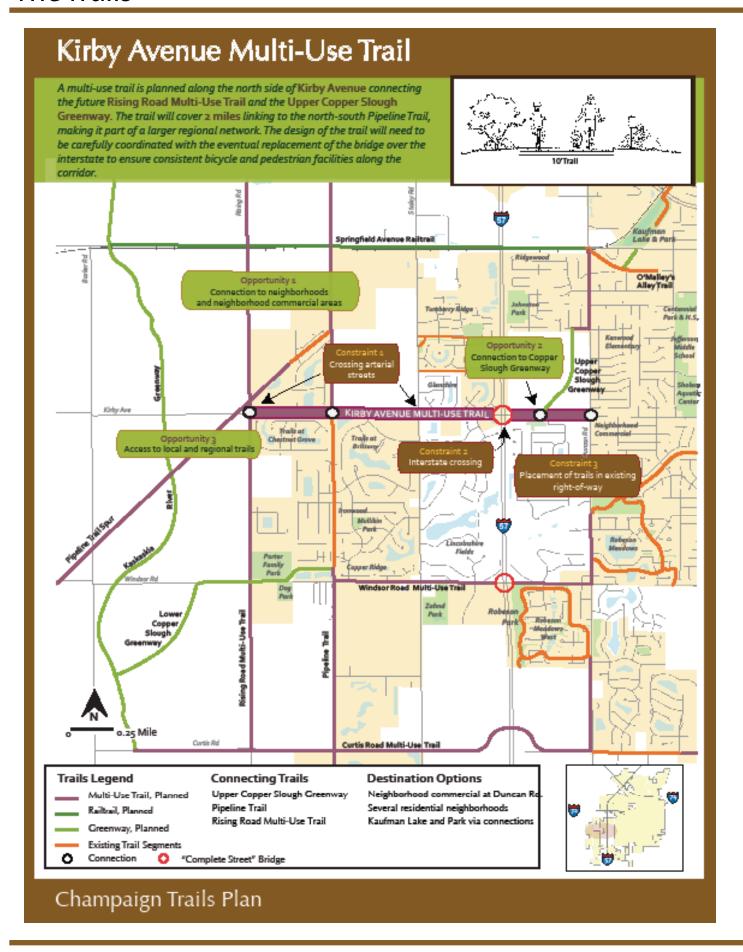
interstate does have shoulders bridge could possibly protected through travel one side of US Route 150, a



The vision for this trail is that similar to the other arterial street multi-use trails. However, U.S. Route 150 is a state route which may make it difficult for establishing a drainage ditches along the



The U.S. Route 150 Multi-Use south side of the roadway Road. At the Staley / 150 and U.S. Route 150 and safe



Kirby Avenue Multi-Use Trail

Opportunities



Connection to neighborhoods, parks and shopping areas

The Kirby Avenue Multi-Use Trail is an important link in the system because it connects so many different residential neighborhoods including Trails at Chestnut Grove, Trails at Brittany, Glenshire, Kenwood and more. It also connects the neighborhood commercial area at Kirby and Duncan which provides grocery, banking and other uses.



Connection to Copper Slough Greenway

A trail on the north side of Kirby Avenue would connect with the planned Upper Copper Slough Greenway. This then provides an easy link for the many neighborhoods along Kirby Avenue up towards O'Malley's Alley Trail and on to the recreational amenities of Kaufman Lake and Park and even to Centennial Park and Sholem Aquatic Center.



Access to local and regional trails

The Kirby Avenue Multi-Use Trail would connect with loca traffs such as the Upper Copper Slough and the Rising Road Multi-Use Trail. It would also connect with trails intended to be more regional including the Pipeline Trail and PipelineTrail Spur. Overall, the Kirby Avenue Multi-Use Trail is Intended to be a "feeder" to the larger



Where the Kirby Avenue Multi-Use Trail would connect with the Copper Slough Greenway



Kirby Avenue connects several new nieghborhoods



Kirby Avenue heading west towards the bridge over Interstate 57

Constraints





Similar to Windsor Road, the Kirby Avenue bridge ove Interstate 57 is unsafe for bicyclists and pedestrians.



The Kirby Avenue Multi-Use Trail will need to cross Staley Road and Rising Road in order to connect with other trails in the system. Most likely, these crossings will need to coexist with the pedestrian crossing facilities at signalized intersections.

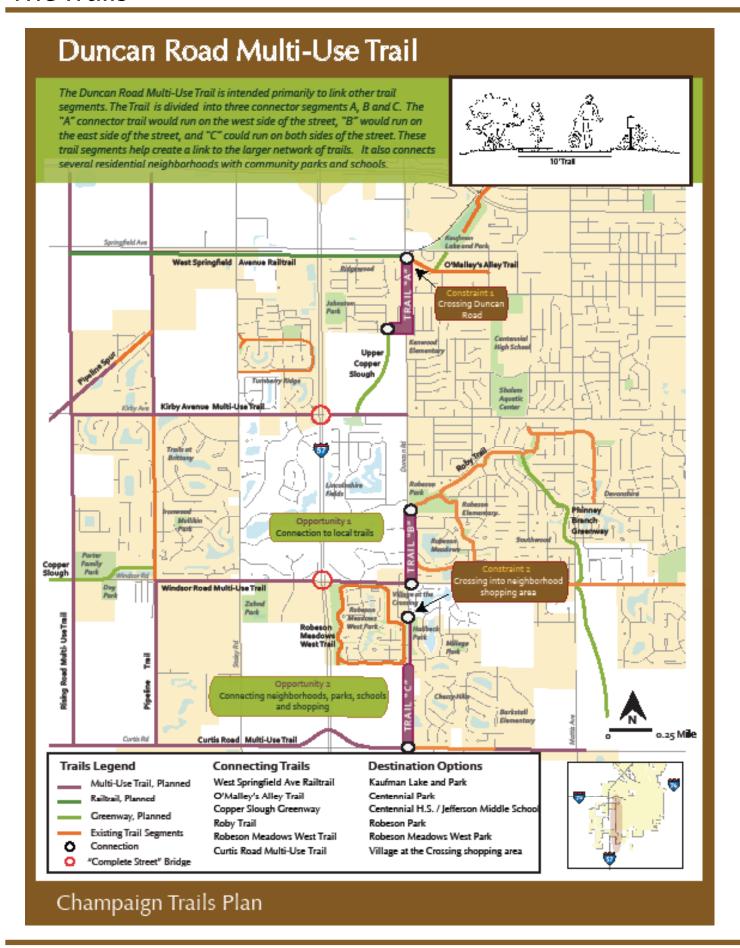
Similar to Windsor Road, the Kirby Avenue Multi-Use Trail will need to cross Interstate 57 IDOT Intends to replace the obsolete bridge structure. Further study is necessary to determine how bicycle and pedestrian facilities can be installed on the new bridge in order to comply with state and local "complete street"



Much of Kirby Avenue uses drainage ditches rather than a curb-and-gutter system to control stormwater. Drainage ditches take more space and often there is insufficient right-of-way for placing a new trail. In these cases either more right-of-way must be



Champaign Trails Plan



Duncan Road Multi-Use Trail

Opportunities



Connection to local trail system

The primary purpose of the Duncan Road Multi-Use Trail is to connect other local trails that extend to Duncan but do not connect. The "A" segment would connect O'Malley's Alley Trail to the future Upper Copper Slough Greenway along the west side of Duncan. The "B" segment would connect the trail in Robeson Meadows with a trail on the east side of Duncan. Finally, the "C" segment would run on both sides of the street and would connect the Robeson Meadows West Trail with the Curtis Road Multi-Use Trail. An additional extension of "C" on the east side of Duncan can connect the Village at the Crossing.



Connecting neighborhoods with parks, schools and shopping

For much of Champaign, bicycling along the arterial streets is a challenge for the novice bicyclist. The three segments of the Duncan Road Multi-Use Trail creates the opportunity to provide a trail system along the busy Duncan Road thereby connecting several neighborhoods with parks, schools and neighborhood shopping. Neighborhoods to be connected include Ridgewood, Kenwood, Robeson Meadows and Cherry Hills. Parks include Kaufman, Centennial, Robeson, Hallbeck and Robeson Meadows West. The main shopping area to be connected would be Village at the Crossing.



Segment "A" would connect with the existing O'Malley's Alley Trail east of the Duncan Road.



Segment "B" would connect with the existing trail system in



The undeveloped portion of Duncan Road near Curtis Road provide: an opportunity to coordinate with the construction on new trails

Constraints



A potential crossing point for the "C" connector near Village Office Place

(a private street at the

Duncan Road looking south at the end of O'Malley's AlleyTrail



ad looking e end of

Crossing Duncan Road

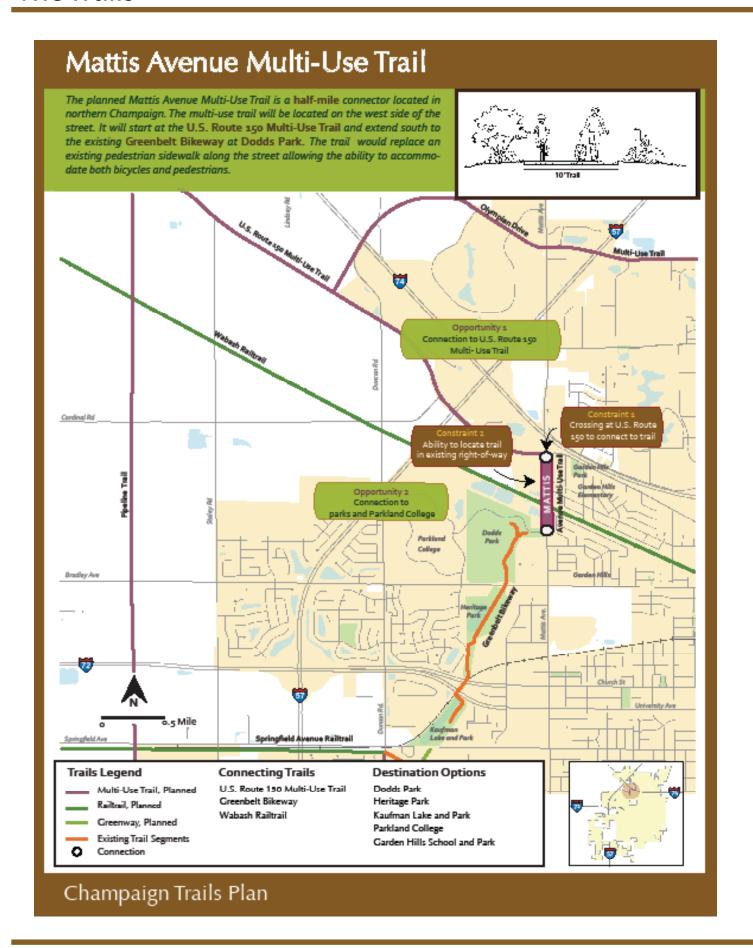
The northern segment of the Duncan Road Multi-Use Trail, entitled "A," would need to run on the west side of Duncan Road given existing development patterns. The west side provides a good connection to the West Springfield Avenue Railtrail and the Upper Copper Slough Greenway but requires crossing Duncan Road to connect to the O'Malley's Alley Trail. Since this crossing would not be at an intersection, special design consideration must be given for providing a safe mid-block crossing.

2 Cr

Crossing into neighborhood shopping area.

The southern segment of the Duncan Road Multi-Use Trail (segment "C") has the potential to connect the Curtis Road Multi-Use Trail to the Robeson Meadows West Trail and eventually the Village at the Crossing neighborhoods shopping center. For this segment, the trail is proposed to run on both sides of the street. Therefore, crossing Duncan Road will be necessary. A potential crossing point could be at the north end of Hallbeck Park at the intersection of Duncan Road and Village Office Place, which is a private drive.

Champaign Trails Plan



Mattis Avenue Multi-Use Trail

Opportunities



Connection to U.S. Route 150 Multi-Use Trail

The Mattis Avenue Multi-Use Trail is a very short "connector" trail intended to help link the U.S. Route 130 Multi-Use-Trail with the Greenbelt Bikeway. This link then allows riders to access Kaufman Lake and Park on down to the West Springfield Avenue Railtrail and others.



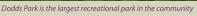
Connection to parks and Parkland College

The Mattis Avenue Multi-Use Trail provides a connection to Champaign's largest park, Dodds Park. Dodds Park is 100 acres in size and provides soccer and softball fields, Internal trails, concessions and more. The trail also connects to the Greenbelt Bikeway which leads Kaufman Lake through Heritage Park.



Connection to U.S. Route 150 along Mattis Avenue. This existing sidewalk could be replaced with a wider multi-use trail.







Constraints

The U.S. Route 150 and Mattis Avenue intersection can be intimidating for bicyclists and pedestrians.





Limited right-of-way along Mattis Avenue alongside the Illinois American Water Company property



Crossing U.S. Route 150

The U.S. Route 150 Multi-Use Trail is proposed to be located at the north side of the road at Mattis Avenue. Therefore, the Mattis Avenue Multi-Use Trail will have to cross U.S. Route 150 in order to connect. This connection will most likely have to be accomodated within a standard pedestrian crosswalk at the intersection.



Locating trail in existing right-of-

This short stretch of Mattis
Avenue is developed with
primarily two uses - the US
Post Office and illinois
American Water Company.
Further analysis is needed to
determine if there is sufficient
right-of-way available for a
trail or if additional land is
needed from these two
owners.



Champaign Trails Plan

Implementation

Introduction

The implementation recommendations are the result of collaboration between City and Park District staff as well as direction from the Champaign Park District Board, Plan Commission and City Council. Each trail has a corresponding implementation table detailing the lead agency, key partners, how the land for the trail may be acquired, who will construct the trail, what agencies may bear responsibility for maintenance, and the priority level of the trail. In addition, each table outlines a geographic location where the first segment of the trail might be constructed and the action steps to progress towards this goal. It is intended that each trail will eventually have a more detailed plan that addresses land acquisition, design, construction and maintenance.

Lead

Important to the progress on each trail are the necessary agencies and organizations that will work on the implementation tasks. Those identified as "Lead" in the table will assume primary responsibility for bringing together the right partners and gather the necessary information to begin work on the implementation of that objective. Overall, the City of Champaign and the Park District are the stewards of the Trails Plan and will maintain progress on the plan's goals.





Partners

Additional organizations are invited to share the workload and have a role in the decisionmaking process. "Partners" play an important part in addressing the workload and tasks of accomplishing the recommended actions in the implementation tables. Examples of these partners not identified in the table include: Champaign County Design and Conservation, non-profit groups, "friends of" trail societies, home owner associations, or property owners. These partners may become significantly involved as work on an individual trail project continues. Involving different partners allows others to bring unique resources to the table. Partners may need to become more involved if a trail is located outside the jurisdictional boundaries of the City or Park District.

Priority

When assessing a trail's priority, criteria from the table on page 46 was used. These criteria were use to rank each trail in an order of importance relative to the other trails proposed. If future opportunities, such as donations or grants become available, the priority level can be adjusted accordingly.

Land Acquisition

There are a variety of methods for acquiring the land needed for individual trails. Examples include donation, right-of-way purchase, right-of-way, recreation/conservation easements and dedications through development requirements. A donation is a voluntary gift of land for use as a trail. For example, a developer may construct a trail as an amentity to a subdivision and then choose to donate the trail and the land upon which the trail sits to the Park District or City for their ownership and maintenance.

For other trail projects, it is sometimes in the best interest for the Park District to purchase land for a trail by leveraging grant money for the purchase. The purchase of additional right-of-way is another method for acquisition that the City may use when building a trail that is parallel to a roadway. Land may also be acquired through a required dedication ordinance. An example of this type of ordinance was adopted for the Pipeline Trail in 2008. A recreation/conservation easement is another method for acquistion. These easements are typically granted by the property owner to the Park District while the ownership rights remain with the original property owner. However, it is the least preferred method for land acquisition because it creates a situation where the Park District is not able to apply for funding because the agency does not own the land.

Installation

A couple of factors help determine who shall be responsible for construction of a trail. Land acquisition method, trail land ownership and maintenance responsibility are among the factors considered. As individual trail projects progress, other factors may be considered as well. For example, multi-use trails that are built in the right-of-way and are parallel to the roadway will be installed by the City because the City is responsible for acquiring the right-of-way needed.

Maintenance

As the trails network grows over time there will be on-going maintenance needs. Maintenance includes surface repairs, litter removal, landscaping and trimming, possible snow removal, signage repair as well as fixing deficiencies of the trail. Most trails will be the maintenance responsibility of the Park District. An exception to this are the multi-use trails that will be built within the street right-of-way. These will be the maintenance responsibility of the City. Alternatively, there may volunteer groups, such as "friends of" trail societies that undertake partial maintenance for particular trails. As the trail networks grows it may be determined that different trails will have varying maintenance standards.

Code Amendments

The City of Champaign Subdivision and Land Development Code contains requirements of developers for building public infrastructure as a component of proposed subdivisions. For example, the code requires developers to construct streets and sidewalks to specific standards and then dedicate them to the City for public use. In 2008 the Subdivision Code was amended to require the construction of the Pipeline Trail with eventual dedication to the Park District when the Pipeline easement is located within a proposed development site.

An implementation action of this plan is to further amend the Champaign Subdivision Code to require trail construction and land dedication when the routes mapped in this plan are within a proposed development site. This would include construction of a 10-foot wide multi-use trail within the public right-of-way along arterial street in lieu of a 4-foot wide public sidewalk which is required under the current regulations.

CRITERIA

connectivity for transportation & recreation

linkages to destinations

resource opportunities

PROVIDES A CONNECTION TO

- · current or proposed trail
- · another on-street bicycle lane/route
- another mode of transportation ie. bus stop, train station
- · trail outside of Champaign

PROVIDES A TRAIL

- in an existing developed area where no trail currently exists
- that closes a gap in the existing trail system
- where some physical improvements already exist, but where right-of-way has not been opened for public use

PROVIDES LINKAGES TO

- park
- a natural area
- schools
- libraries
- · community centers
- employment centers
- · commercial center
- · current residential neighborhood
- future residential neighborhood

OPPORTUNITIES TO

- receive a land donation
- create recreation easement
- upgrade existing roads

FUNDING ACCESS

- ability to gain funding support from new developments
- availability of funding sources and opportunities

PROVIDES A CROSSING OVER

- highway or roadway
- railroad
- stream or creek

Priorities

HIGH

- Boneyard Greenway
- Curtis Road Multi-Use Trail
- · North Champaign Trail
- Pipeline Trail
- Wabash Railtrail
- Windsor Road Multi-Use Trail

MEDIUM

- Copper Slough Greenway
- Duncan Road Multi-Use Trail
- Kirby Avenue Multi-Use Trail
- Mattis Avenue Multi-Use Trail
- · Olympian Drive Multi-Use Trail

LOW

- City of New Orleans Railtrail
- · Kaskaskia Greenway
- Phinney Branch Greenway
- Rising Road Multi-Use Trail
- U.S. Route 150 Multi-Use Trail



Starter Opportunity Locations

Each trail segment on the following implementation charts identify a "starter opportunity." Since a trail will not likely be built all at one time, the starter opportunity is intended to give some guidance on where to get it started.

Suggested First Actions

Each trail identifies a "next step" that should be undertaken to make progress on establishing that trail. In many cases this is establishing a dialogue with property owners, other agencies, etc.

Cost Considerations

It is too difficult to fully assess the costs of constructing the trails at this time. The method of land acquisition, as well as design and construction costs will be determined when the detailed plans for each trail is completed. Rather than try to calculate detailed cost estimates, this plan simply notes special financial considerations for each trail such as a pedestrian bridge, overpass bridge retrofit or an an underpass. These items would increase the cost of the trail signficantly.



BEFORE: Trail pavement needed to turn into a multi-use trail.



AFTER: Trail underpass installed beneath a highway to connect two segments of a trail.



Greenways

Boneyard	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	City	Park District	Purchase	City	Park District / City	High

Starter Opportunity: Boneyard Greenway Project Phase III (University Ave. to Washington St.)

Suggested Action: Create design concepts for Phase III

Additional Cost Considerations: Bicycle/Pedestrian bridge over I-74 to connect North Champaign Multi-Use

Trail

Copper Slough	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	City	Park District	Purchase; Devt. Req.	Developer; City	Park District	Medium

Starter Opportunity: Connection of Pipeline Trail to Porter Family Park along Lower Copper Slough

Suggested Action: Create design concepts for connection from Pipeline Trail to Porter Family Park

Additional Cost Considerations: Typical land acquisition and trail construction costs expected

Phinney	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
Branch	City	Park District	Purchase; Devt. Req.	Developer; City	Park District	Low

Starter Opportunity: Section of Phinney Branch between Windsor and Curtis Roads

Suggested Action: Complete a Phinney Branch Drainage Master Plan incorporating a trail where possible

Additional Cost Considerations: Additional land acquisition to make room for trail along upper portions of Phinney Branch

Kaskaskia _	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	City	Park District; Forest Preserve; CCDC	Donation; Easement; Devt. Req.	Park District; Forest Preserve	Park District; Forest Preserve	Low

Starter Opportunity: Where the Copper Slough meets the Kaskaskia River

Suggested Action: Begin discussion with property owners to discuss trail opportunities

Additional Cost Considerations: Eventual Bike/Ped crossing over Interstate 72

Railtrails

City of _	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
New Orleans	City	Park District; CUMTD	Donation; Purcahse	City	Park District	Low

Starter Opportunity: Begin trail parallel to railroad in easement beginning at Windsor Road and heading north

Suggested Action: Begin discussions with University of Illionis and CN Railroad on feasibility.

Discuss potential funding assistance with CUMTD as trail will link Illinois Terminal

Additional Cost Considerations: Crossing arterial streets where the trail cannot use existing CN bridges

Wabash	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY		
	City	Park District; Forest Preserve CCDC	Donation; ; Purcahse	Park District; Forest Preserve	Park District; Forest Preserve	High		
Starter Opportunity: Near Dodds Park								

Suggested Action: Contact Railroad and property owners to begin initial discussions

Additional Cost Considerations: Bicycle/Pedestrian bridge over I-57

West Springfield -	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
Avenue	Park District	City; Forest Preserve	Donation; Purcahse	Park District; Forest Preserve	Park District; Forest Preserve	Medium

Starter Opportunity: Continuation of the O'Malley's Alley Trail at Duncan Road

Suggested Action: Contact owner of strip of property running parallel to the railroad

Additional Cost Considerations: The railroad underpass at I-57 will need a pavement upgrade

Multi-Use Trails

Pipeline	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY	
	Park District	City	Dedication	Developer	Park District	High	

Starter Opportunity: Continuation of trail south of Windsor Road

Suggested Action: Discussion with land owners that have development approvals to determine timing

Additional Cost Considerations: Bicycle / Pedestrian bridge over I-72 to be shared with Rising Road trail

North Champaign	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	Park District	City	Purchase; Dedication	Park District; Developer	Park District	High

Starter Opportunity: Close the remaining 1/4-mile gap between Town Center Apts. and Town Center Blvd.

Suggested Action: Apply for grant or program trail project costs into the Park District's Capital Imp. Plan

Additional Cost Considerations: Bicycle / Ped. bridge over Interstate 74 connecting to Boneyard Greenway

Olympian	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
Drive ⁻	City		Dedication	Developer; City	City	Medium

Starter Opportunity: Segment between Ashland Park subdivision and Market Street

Suggested Action: Ensure a "complete street" design for Olympian Drive bridge over CN Railroad

Additional Cost Considerations: Retrofit existing bridge over I-57 to better accommodate bikes & pedestrians

Rising	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
Road ⁻	City		Dedication	Developer; City	City	Low

Starter Opportunity: East side of Rising Road between Kirby Avenue and Windsor Road

Suggested Action: Determine desired future roadway improvement design and trail location on west side

Additional Cost Considerations: Separate bicycle / pedestrian bridge to be shared with Pipeline Trail over I-72

Multi-Use Trails

Curtis	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
Road	City		Dedication	Developer; City	City	High

Starter Opportunity: Establish trail connections that would allow installation of Curtis Road / I-57 Ped. bridge

Suggested Action: Work with IDOT to understand bicycle / pedestrian bridge timeframe commitments

Additional Cost Considerations: Land Acquisition to complete trails to connect to I-57 bridge

Windsor Road	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY	
	City		Purchase (if nec.)	City	City	High	

Starter Opportunity: "Complete street" segments leading to "complete street" I-57 bridge replacement (IDOT)

Suggested Action: Secure funding for segments leading to the I-57 bridge

Additional Cost Considerations: Additional right-of-way purchase where necessary

U.S. Route 150 -	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	City	Park District; Forest Preserve		City; Forest Preserve; Park District	City; Forest Preserve; Park District	Low

Starter Opportunity: Area near future park at former Champaign Landfill

Suggested Action: Determine feasibility of establishing trail in existing right-of-way considering topography

Additional Cost Considerations: Retrofit of bridge over Interstate 57 to accommodate bicycles and pedestrians

Kirby Avenue	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	City		Dedication; Purchase (if nec.)	City	City	Medium

Starter Opportunity: Segment between Rising Road and Pipeline Trail

Suggested Action: Design trail in conjunction with a roadway improvement project for Kirby Avenue

Cost Considerations: "Complete Street" improvements for segments leading to I-57 bridge - similar to Windsor

Road

Multi-Use Trails

Duncan Road	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	City		Dedication; Purchase	City; Developer	City	Medium

Starter Opportunity: Connection from Curtis Road to Robeson Meadows West Trail (Segment "C")

Suggested Action: Include trail in roadway improvement design for Duncan Road

Additional Cost Considerations: Crossing Duncan Road safely with Segment "A" and Segment "C"

Mattis Avenue -	LEAD	PARTNERS	LAND ACQUISITION METHOD	INSTALLED BY	MAINTENANCE	PRIORITY
	City		Purchase (if nec.)	City	City	Medium

Starter Opportunity: Connect entrance of Dodds Park to Wabash Railroad (future railtrail)

Suggested Action: Meet with Post Office and Illinois American Water Company to discuss plans

Additional Cost Considerations: Potential need to purchase additional right-of-way along Mattis Avenue







Design Guidelines, Logos and Signage



April 2008 Amended August 2010



Prepared by

Champaign County Regional Planning Commission 1776 East Washington Street Urbana, IL 61802

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Introduction

Champaign County Trails Design Guidelines were created to facilitate the development of all non-motorized paths throughout Champaign County, including sidewalks, bike lanes, shared use trails, and nature trails. Existing trails in the area are of varying widths and materials, and there are no standard facilities or design features that show users that they are using a trail that is part of an overall countywide system. Once implemented, these design guidelines will help create a recognizable and consistent system of greenways and trails of which Champaign County can be proud.

These guidelines were developed utilizing a collection of resources to ensure that the end product meets the needs of municipalities, special use districts, grant-funding agencies, and trail users, while maintaining accessibility requirements. In compiling these guidelines, best practices already in use in counties across the nation were combined with guidelines tailored to the specific needs of Champaign County.

Goals and Objectives

The creation of countywide trails design guidelines is a first step in the implementation of the Champaign County Greenways & Trails Plan adopted in February 2004. The goal related to creating countywide design guidelines from the plan is "All Champaign County residents will be provided with a greenways and trails system that emphasizes safety and user-friendliness." The objectives of these design guidelines are to create a countywide system of trails that are safe, user-friendly, meet or exceed the standards of primary grant-funding agencies, and maintain environmental integrity. These guidelines are intended to create a system of trails that capture the community character and history of Champaign County and to serve as an educational and recreational resource for trail users.

General Standards

- All facilities shall meet or exceed Americans with Disabilities Act standards.
- All paved surfaces shall meet or exceed all applicable Illinois Department of Transportation (IDOT) standards for the installation of surface type.
- All paved surfaces shall meet or exceed all applicable local codes.
- All paved surfaces shall meet or exceed current AASHTO standards for trail type.
- All guidelines shall comply with the most recent editions of ADA, IDOT, and AASHTO standards as applicable.

Methodology

Staff interviewed participating agencies, including representatives from Champaign County, cities and villages, Park Districts, the University of Illinois, the CU Mass Transit District, IDNR and IDOT, and several local developers. Questions included what they wanted addressed in the design guidelines, what format they preferred, what practices the agencies currently followed, and the process their agency would go through to adopt the design guidelines into practice if they chose to do so. Many of the representatives were on the Greenways Steering Committee, so they were familiar with the Greenways and Trails Plan and were interested in its implementation.

Interviews were conducted with the following organizations and individuals:

City of Champaign

- Public Works: Steve Wegman
- Planning: Rob Kowalski, Danielle Rideout

City of Urbana

- Public Works: Bill Gray, Doug Miller
- Planning: Libby Tyler, Paul Lindahl, Matt Wempe

Village of Savoy

- Public Works: Frank Rentschler
- Parks & Grounds: Joshua Mikeworth

Village of Rantoul

• Public Works: Pete Passarelli

Village of Mahomet

• Village Administrator: Teri Legner

Champaign County Highway

Jeff Blue

Champaign Park District

• Bobbie Herakovich, Terri Gibble

Urbana Park District

• Facilities Planning: Tim Bartlett

Champaign County Forest Preserve District

• Facilities Planning: Sally Prunty

CU Mass Transit District

• Planning: Cynthia Hoyle, Bill Volk

University of Illinois

- Facilities Planning: Kevin Duff
- Facilities Engineering: Gary Biehl

Champaign County

- Planning & Zoning: Frank Dinovo
- CUUATS: Rita Black, Susan Chavarria

Champaign County Board

• Chair: Barb Wysocki

Illinois Department of Natural Resources

Marla Gursh (Springfield)

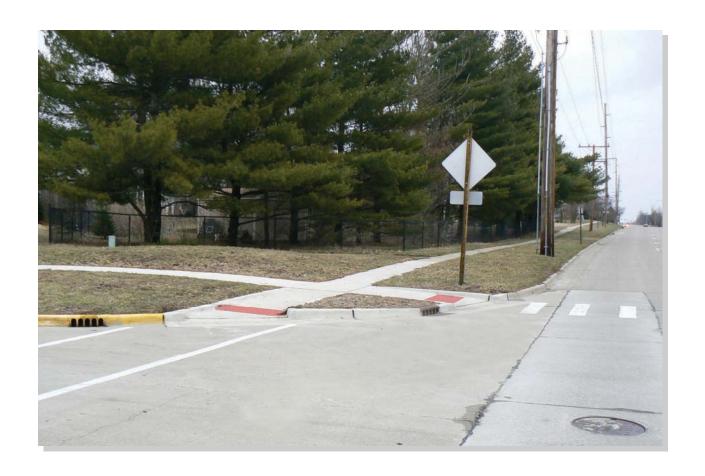
Illinois Department of Transportation

Bureau of Design & Environment: Todd Hill

Several Local Developers

In general, support for countywide trails design guidelines was high, although many agencies stressed the importance of keeping the guidelines flexible for different settings and circumstances. They wanted a short document that would be user-friendly and easy to understand, and they wanted more pictures and diagrams and less text. Safety and practicality were top priorities for each agency, with separation of pedestrians and bicyclists from vehicular traffic and low-cost construction mentioned frequently.

After compiling the information from the interviews, the format of the design guidelines was determined. Keeping in mind suggestions made by the different agencies and formats used in other regions, the document was organized by trail type: sidewalks, bike lanes, shared-use trails, and nature trails. Sections on connections and crossings, facilities at trailheads and rest areas were also included. Each section begins with a description of the feature's use, followed by a cross-section with dimensions and engineering specifications. All design guidelines for Champaign County follow what is recommended by the Illinois Department of Transportation and the Illinois Department of Natural Resources for grant funding purposes, as well as accessibility.



Sidewalks

Sidewalks

Sidewalks are used primarily by pedestrians. Sidewalks in Champaign County should be accessible to all users. It is important that sidewalks be provided extensively throughout the transportation network to provide pedestrians with a safe place to travel. It should be noted that all bicyclists who choose to travel on sidewalks have the same rights as pedestrians, except where prohibited, and must yield to pedestrians. Accessible sidewalk facilities should be provided on all new right-of-way projects in Champaign County.

Dimensions

Width

- The recommended minimum width of all sidewalks is 5 feet. Sidewalks in high traffic areas, including the commercial, downtown, and campus districts, may require a width of 6 feet or greater as determined by the appropriately designated person.
- Transitions from existing narrower sidewalks may be made using tapers.

Buffer

• Sidewalks should have at minimum a 2 foot wide mowed shoulder on both sides of the paved surface.

Vertical Clearance

• Sidewalks should have a vertical clearance of at least 8 feet.

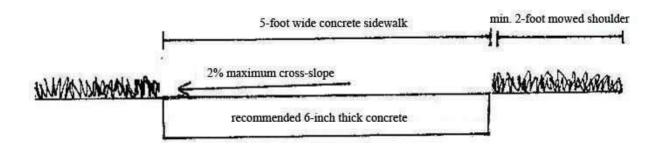
Miscellaneous

- The vegetative distance between the concrete surface and any water bodies (stream, wetland, lake) is recommended to be a minimum of 10 feet to reduce water pollution potential from runoff and chemicals associated with paved surfaces.
- Maximum distances for expansion joints should not exceed 75 feet.

Engineering

General

- All engineering of sidewalks shall meet the applicable agency's accepted engineering design standards.
- All newly constructed sidewalks shall comply with ADA accessibility guidelines.



Slope

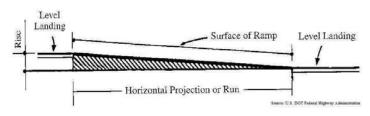
- The longitudinal slope of all sidewalks shall be a maximum of 8.3% to maintain accessibility.
- The cross-slope of all sidewalks shall be a maximum of 2.0% to maintain accessibility and should slope in one direction or be crowned.

Ramps

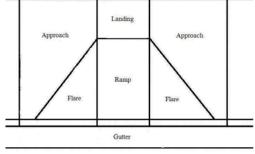
- Ramp specifications shall follow the Illinois Accessibility Code:
 - The least possible slope should be used for any ramp.
 - The maximum slope of a ramp in new construction shall be 8.3%.
 - The maximum rise for any run shall be 30 inches.
 - The minimum clear width of a ramp shall be 48 inches.
 - If a ramp has a rise greater than 6 inches, or a horizontal projection greater than 72 inches, it shall have handrails on both sides.

Curb Ramps

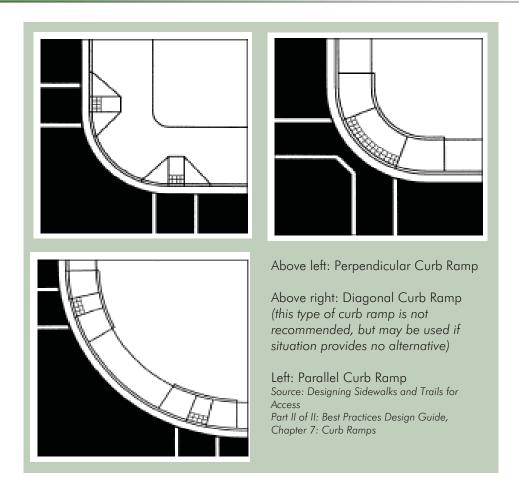
- Curb ramps shall be installed in all new sidewalk construction projects wherever an
 accessible route crosses a curb, as well as where existing sidewalks cross a curb or
 other barrier.
- The maximum running slope of a curb ramp in new construction shall be 8.3%.
- The minimum width of a curb ramp shall be 48 inches, exclusive of flared sides.
- A 4 foot by 4 foot minimum landing shall be provided at the top of a perpendicular curb ramp.
- The maximum slope of flared sides of a perpendicular ramp shall be 10.0%.
- A 4 foot by 4 foot minimum landing shall be provided at the bottom of a parallel curb ramp.
- Running slopes and cross slopes at landings shall be 2.0% maximum. No portion of the curb ramp shall exceed this maximum.
- Diagonal curb ramps should not be used because they do not allow pedestrians to properly align with crosswalks.
- Handrails are not required on curb ramps.



Above: Ramp Cross-section Right: Components of a Curb Ramp



Source: U.S. DOT Federal Highway Administration



Detectable Warning Surface

- A detectable warning surface shall be provided where curb ramps, blended transitions or landings provide a flush pedestrian connection to the street.
- A detectable warning surface shall be provided at commercial driveways provided with traffic control devices.
- Detectable warnings shall consist of a surface of truncated domes.
- Truncated domes shall provide color contrast with adjacent surfaces.
- Detectable warning surfaces shall extend a minimum of 2 feet in the direction of travel and the full width of the curb, exclusive of flares.

Sub grade and Sidewalk Surface

Subgrade

Vegetation should be cleared from the 5-foot wide sidewalk path.

Sidewalk Surface

- The sidewalk surface should be concrete.
- The concrete surface should be 6 inches thick.
- The sidewalk surface should be jointed to control cracking.
- A rough brushed surface is recommended to increase traction.



Bike Lanes

Bike Lanes

An on-road bike lane is a one-way path that carries bicyclists in the same direction as the adjacent motorized travel lane. Bike lanes should be located on the right side of the roadway, between the parking lane (if one exists) and the travel lane. Bicycles traveling in bike lanes have the same rights and responsibilities as motorized vehicles.

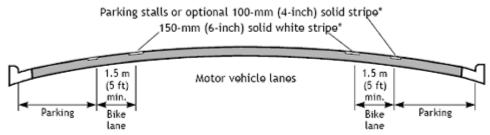
Dimensions

Width

Varies based on roadway cross-section:

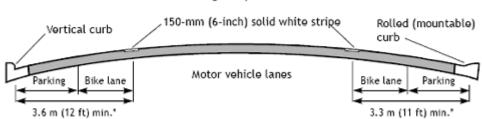
- For roadways with no curb and gutter, the minimum width should be 4 feet.
- For roadways with curb and gutter and where parking is permitted, the minimum width should be 5 feet.
- For roadways with curb and gutter and where parking is prohibited, the minimum width should be 5 feet from the face of the curb.

(1) On-Street Parking



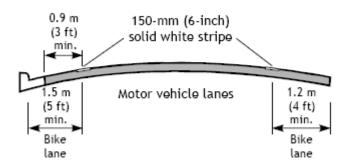
* The optional solid stripe may be advisable where stalls are unnecessary (because parking is light) but there is concern that motorist may misconstrue the bike lane to be a traffic lane.

(2) Parking Permitted without Parking Stripe or Stall

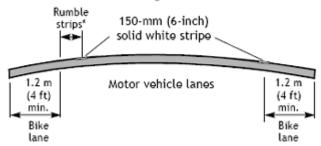


* 3.9 m (13 ft) is recommended where there is a substantial parking or turnover of parked cars is high (e.g., Commercial areas).

(3) Parking Prohibited



(4) Typical Roadway in Outlying Areas Parking Protected



^{*} If rumble strips exist there should be 1.2 m (4 ft) minimum from the rumble strips to the outside edge of the shoulder.

Source: American Association of State Highway and Transportation Officials

Slope/Drainage

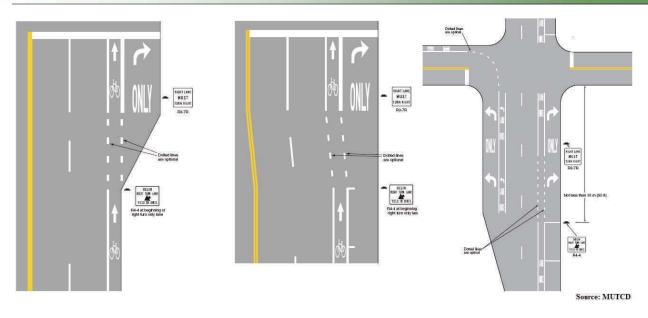
- To follow the road engineering standards adopted by each agency.
- Drainage grates and utility covers should be adjusted flush with the road surface and be bike-proof.
- Curb inlets should be used to eliminate exposure of bicyclists to grates.

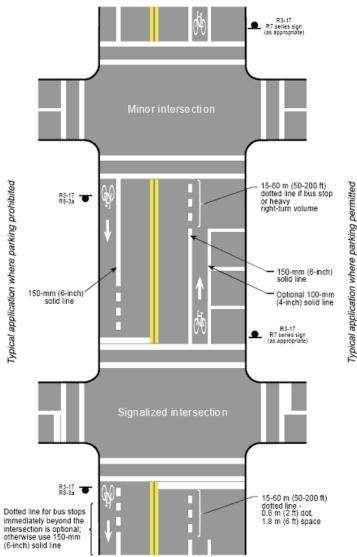
Sub-Grade, Sub-Base, and Trail Surface

- To follow the road engineering standards adopted by each agency.
- Paved shoulders marked as bike lanes should be smooth and maintained to provide a desirable riding surface.

Markings

- A bike lane should be delineated from the motor vehicle lanes with a 6 inch minimum solid white line.
- A bike lane may be delineated from the parking lanes with a 4 inch minimum solid white line.
- At intersections with a bus stop or right-turning motor vehicles, the solid white bicycle lane shall be replaced with a broken line for a distance of 50 200 feet.
- At other designated bus stops (including far-side intersection stops) the solid white line shall be replaced with a broken line for a distance of at least 80 feet.
- A broken line shall consist of 2 foot dashes with 6 foot spaces.
- A bike lane should be painted with standard pavement symbols to inform bicyclists and motorists of the presence of the bike lane.
- Bike lane symbols shall be white.
- Bike lane symbols shall be placed immediately after an intersection and at other locations as needed.
- When bike lane symbols are used, bike lane signs (R3-17, R3-17a, R3-17b) shall also be used.
- In areas where a sidewalk runs adjacent to or near a bike lane, such as on the University of Illinois campus, the bike lane should have a "Bike Only" sign painted on the surface to discourage pedestrians from using the bike lane as a walkway. Surface markings should be consistent throughout the community.
- Intersections approaches with bicycle lanes
 - A through bicycle lane shall not be positioned to the right of a right turn only lane.
 - When the right through lane is dropped to become a right turn only lane, the bicycle lane markings should stop at least 100 feet before the beginning of the right turn lane. Through bicycle lanes should resume to the left of the right turn only lane.
 - No markings should be painted across pedestrian crosswalks or in the intersections.
 - If used, the bicycle lane symbol marking should be placed immediately after intersections and as appropriate.





Above left: Example of bicycle lane treatment at a right-turn only lane

Above center: Example of bicycle lane treatment at parking lane into a right turn only lane

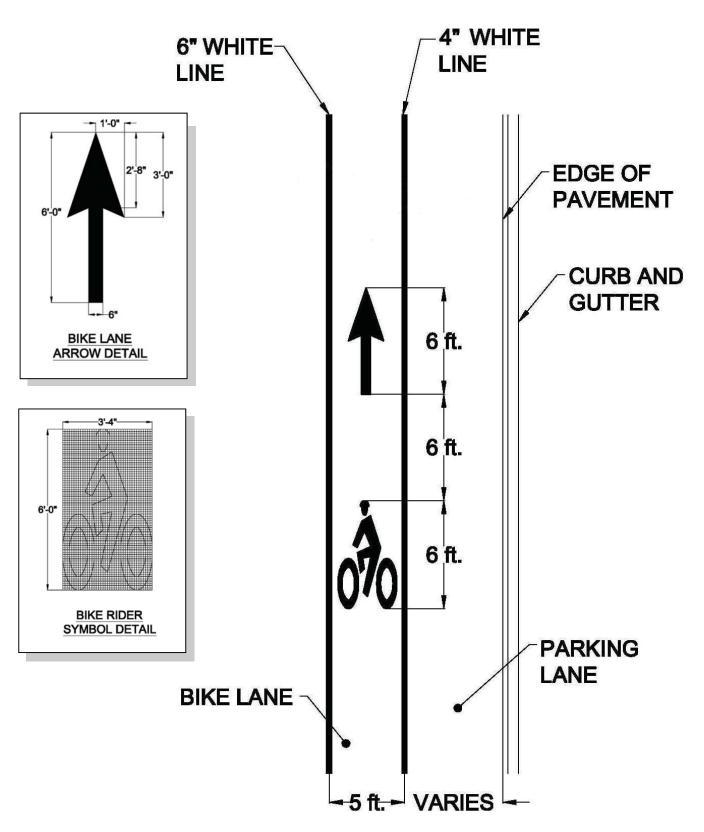
Above right: Example of intersection pavement markings—designated bicycle lane with left-turn area, heavy turn volumes, parking, one-way traffic, or divided highway

Source: Manual on Uniform Traffic Control Devices (MUTCD) 2003

Left: Typical pavement markings for bike lane on two-way street

Source: American Association of State Highway and Transportation Officials

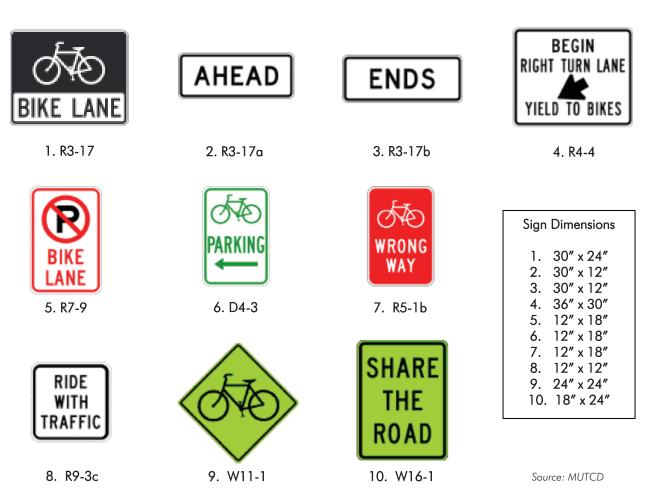
Bicycle Lane Symbol Layout



Signage

Signs along bike lanes are intended to inform both bicyclists and motorists of the rules associated with roads with bike lanes. All signage should follow the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.

- Sign 1 shall be used in conjunction with marked bicycle lanes and be placed at periodic intervals along the marked bike lane.
- Sign 2 should be mounted directly below Sign 1 in advance of the beginning of a marked bike lane.
- Sign 3 should be mounted directly below Sign 1 at the end of a marked bike lane.
- Sign 4 may be used when motor vehicles must cross a bike lane to enter an exclusive right-turn lane.
- Sign 5 shall be installed if it is necessary to restrict parking, standing or stopping in a bicycle lane.
- Sign 6 may be installed when it is desirable to show the direction to a designated bicycle parking area.
- Sign 8 should be used only in conjunction with Sign 7, and shall be mounted directly below Sign 7.
- Signs 9 and 10 may be installed where there is insufficient width for a designated bike lane.



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Shared Lane Markings

Shared Lane Markings

Bicycle positioning on the roadway is key to avoiding crashes with cars turning at intersections. Shared lane markings are included in the 2009 version of the MUTCD.

Shared lane markings are used to indicate correct straight-ahead bicycle position at intersections with turn lanes, and at intersections where bike lanes are temporarily discontinued due to turn lanes or other factors. Shared lane markings will be installed where deemed appropriate. The following is text regarding shared lane markings from the 2009 version of the MUTCD.

The Shared Lane Marking may be used to:

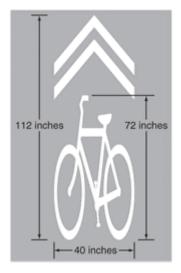
- Assist bicyclists with lateral positioning in a shared lane with on-street parallel parking in order to reduce the chance of a bicyclist's impacting the open door of a parked vehicle.
- Assist bicyclists with lateral positioning in lanes that are too narrow for a motor vehicle and a bicycle to travel side by side within the same traffic lane.
- Alert road users of the lateral location bicyclists are likely to occupy within the traveled way.
- Encourage safe passing of bicyclists by motorists.
- Reduce the incidence of wrong-way bicycling.

Dimensions

The shared lane marking consists of two chevron markings above a bicycle symbol. The entire marking is 40 inches wide and 112 inches tall. The bicycle symbol is 72 inches in height, from the top of the handlebars to the bottom of the tires.

Markings

- Shared lane markings should not be placed on roadways that have a speed limit above 35 mph.
- Shared lane markings shall not be used on shoulders or in designated bicycle lanes.
- On shared lanes with on-street parallel parking, shared lane markings should be placed so that the centers of the markings are at least 11 feet from
 - the face of the curb, or from the edge of the pavement where there is no curb.
- On a street without on-street parking that has an outside travel lane that is less than 14 feet wide, the centers of the shared lane markings should be at least 4 feet from the face of the curb, or from the edge of the pavement where there is no curb
- Shared lane markings should be placed immediately after an intersection and spaced at intervals not greater than 250 feet thereafter.



Shared Lane Marking Source: MUTCD 2009

Signage

A Bicycles May Use Full Lane sign may be used in addition to or instead of the shared lane marking to inform road users that bicyclists may occupy the travel lane. The sign may be used on roadways where no bicycle lanes or adjacent shoulders usable by bicyclists are present, and where travel lanes are too narrow for bicyclists and motor vehicles to operate side by side.

Some agencies may choose to use the *Bicycles May Use Full Lane* sign on urban streets, and *Share The Road* signs on rural roads (see page 13). Other agencies may choose to only use *Bicycles May Use Full Lane* signs or *Share The Road* signs for its roads.



R4-11

Sign Dimensions: 30" x 30"

Source: MUTCD 2009



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Shared-Use Trails

Shared-Use Trails

A shared-use trail is a recreational pathway that may be used by pedestrians, bicyclists, rollerbladers, strollers, and skateboarders. They may connect parks, employment centers, shopping centers, and public places. Shared-use trails should not be located immediately adjacent to interstate highways.

Dimensions

Width

- The desired width of the surface of a shared-use trail is 10 feet. The minimum width should not be less than 8 feet.
- Transitions between existing narrower trails and the 10 foot wide shared-use trail should be created using tapers.

Clear Zone

- A 3-foot wide clear zone should be maintained adjacent to both sides of all shareduse trails for the use of joggers and to keep vegetation from erupting through the trail surface.
- Where a roadway runs adjacent to or near a shared-use trail, the roadway should be separated from the shared-use trail with a 5 foot wide clear zone.
- When separation of five feet cannot be achieved, a physical barrier of at least 4.5 feet high between the trail and the roadway is recommended.
 - Smooth rub rails should be attached to the barriers at handlebar height of 3.5 feet.
- The vegetative distance between the trail edge and any water body (stream, wetland, or lake) is recommended to be a minimum of 10 feet to reduce water pollution potential from runoff and chemicals associated with paved surfaces.

Vertical Clearance

• The vertical clearance should be a minimum of 8 feet high (or higher to accommodate maintenance vehicles).

Subgrade, Subbase, and Trail Surface

Subgrade

 The trail and shoulders should be cleared of organic materials. Soil sterilants should be used where necessary to prevent vegetation from erupting through the pavement.

Subbase

• The sub-base should be a 6-inch compacted crushed rock.

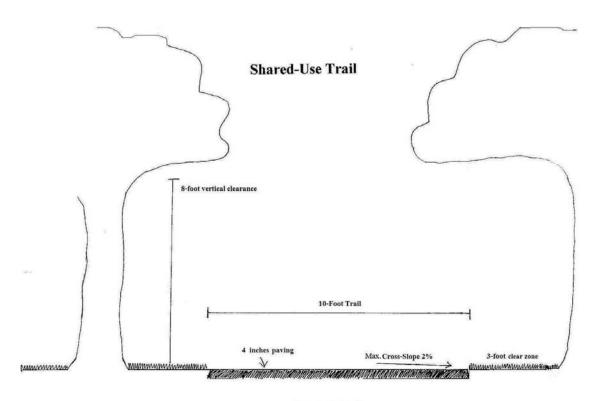
Trail Surface

- The following are acceptable surface types for shared-use trails:
 - Asphalt
 - Concrete
 - Compacted crushed rock

- The paved surface should be a minimum of 4 inches thick or follow the applicable agency's specifications, whichever is greater.
- Shared-use trails should be designed to sustain without damage wheel loads of occasional emergency, patrol, maintenance, and other motor vehicles that are expected to use or cross the path.
- Edge support to accommodate vehicles can be in the form of stabilized shoulders or in additional pavement width.
- Shared-use trails should be machine laid, using the appropriate machines and tools to smooth and compact the trail surface.

Engineering

• Refer to the most recent adopted edition of the AASHTO "Guide for the Development of Bicycle Facilities" for engineering specifications, including design speed, sight distances, horizontal alignment and superelevation.

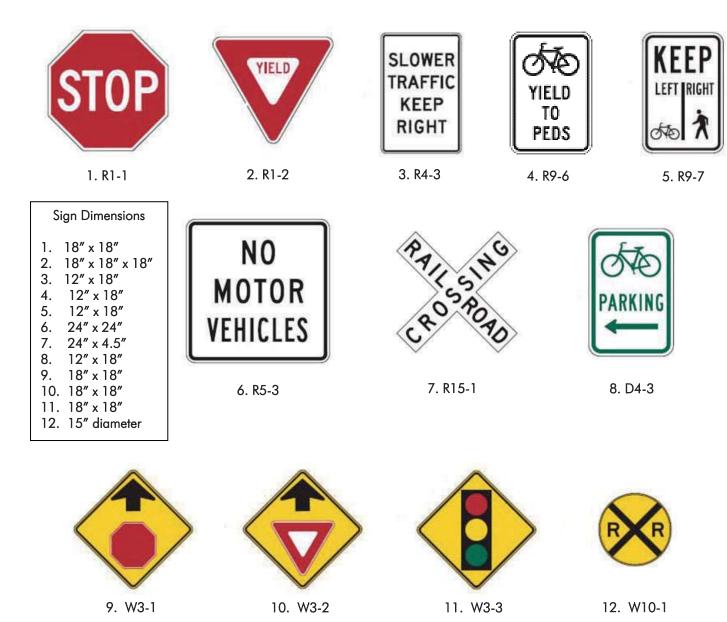


Compacted Subgrade

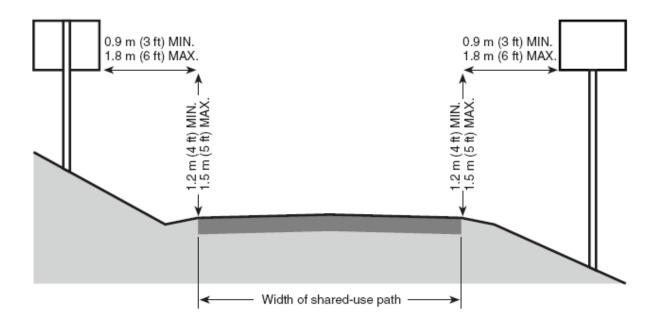
Shared-Use Trail Signage

Shared-use trail signage (see below), especially Signs 1 and 2, should be shielded from road user visibility to decrease confusion. Sign 6 should be installed at the entrance to a shared-use trail. The trail should be signed at cross streets and vice versa so trail users know where they are and motorists recognize that they are crossing a trail. Stop signs should not be used where Yield signs would be acceptable.

Lateral sign clearance should be a minimum of 3 feet and a maximum of 6 feet from the near edge of the sign to the near edge of the path. The mounting height for ground-mounted signs should be a minimum of 4 feet and a maximum of 5 feet, measured from the bottom edge of the sign to the near edge of the path surface. Overhead signs should have a clearance of 8 feet from the bottom edge of the sign to the path surface directly under the sign (or higher to accommodate maintenance vehicles).



Sign Placement on Shared-Use Paths



Shared-Use Trail Markings

All surface markings on shared-use trails should be retroreflectorized and be made of skid-resistant material for safety. Obstructions in the traveled way of a shared-use trail should be marked with retroreflectorized material. Striping should not be used on shared-use trails to separate directions; yield signage should be used instead. Where there are curves with restricted sight distance, a 4 inch wide yellow centerline stripe may be used to separate opposite directions of travel.

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Nature Trails

Nature Trails

Nature trails are a form of shared-use path, although they typically run through environmentally sensitive areas. The surfacing and width specifications are more flexible than for shared-use paths; for example, nature trails may have a soft, permeable surface, such as bark, wood chips, or crushed aggregate in lieu of asphalt. Therefore, nature trails are not designed to be ADA accessible. The width of the nature trail may be as narrow as 18 inches to allow for passage through densely vegetated areas and hilly terrain.

Dimensions

Width

• Nature trails should maintain a width of no less than 18 inches.

Clear Zone

- Where a roadway runs adjacent to or near a nature trail, the roadway should be separated from the nature trail with a 5 foot wide mowed shoulder or vegetation.
 - When separation of five feet cannot be achieved, an approved, crash-tested physical barrier of at least 4.5 feet high between the trail and the roadway is recommended.
 - Smooth rub rails should be attached to the barriers at handlebar height of 3 ½ feet.
- The vegetative distance between the trail edge and any water body (stream, wetland, or lake) should be maintained at a minimum distance of 10 feet to reduce water pollution potential from runoff and chemicals associated with paved surfaces.

Vertical Clearance

- The vertical clearance should be a minimum of 8 feet high (or higher to accommodate maintenance vehicles).
- Tunnels and other undercrossings should have a vertical clearance of at least 10 feet.

Subgrade, Subbase, and Trail Surface

In general, earthen trails do not require a subbase. If soils are particularly wet, a layer of geotextile fabric covered with a layer of aggregate may be placed between the ground and trail surface to provide a moisture barrier.

Trail Surface

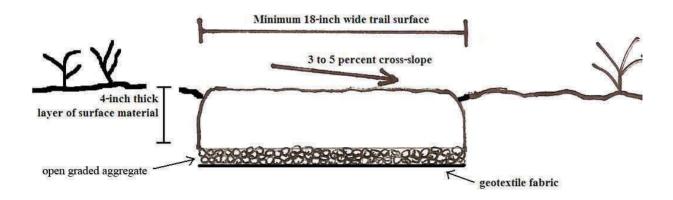
- Nature trails may use a variety of alternative surfacing, some of which are listed below:
 - Bark or wood chips
 - A 4-inch layer of bark or wood chips is recommended.
 - Bark or wood chips should be replaced every year due to compaction and dislocation.
 - Bark or wood chips should not be used near streams or wetlands or on portions of the trail with cross-drainage.

- Crushed Aggregate
 - Open-graded, crushed rock of 1 inch or smaller diameter is recommended.
 - A 4-inch thick layer of crushed rock compacted to 95 percent is recommended.
 - The sub-grade should be prepared and compacted to prevent vegetation encroachment.
- Plastic lumber
 - Plastic lumber is suitable for boardwalks in wet areas.
 - Plastic lumber may be colored or painted to blend in with the surroundings.

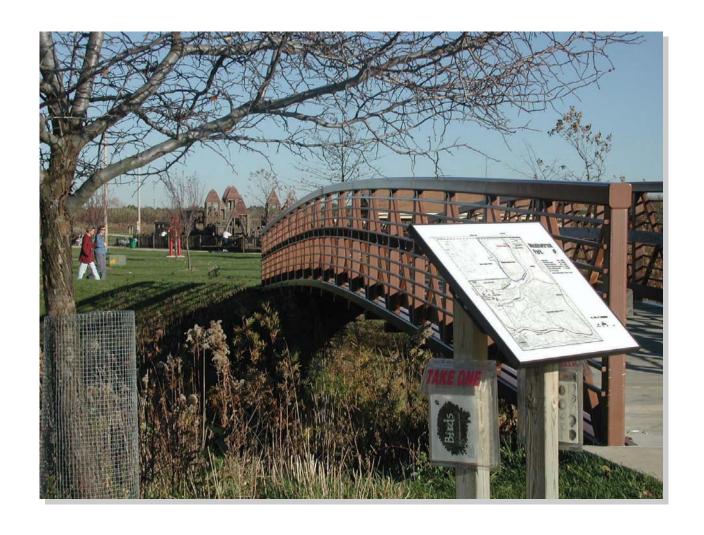
Engineering

- Due to their often-varied topographic setting, nature trails are not designed to be handicap-accessible.
- Design Speed should be 15 mph for unpaved trails.
- The trail should be sloped to drain at 3 to 5 percent.

Nature Trail



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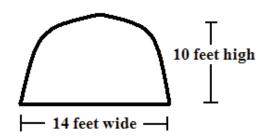


Connections & Crossings

Connections & Crossings

Tunnels

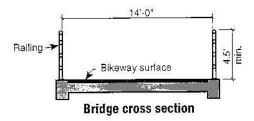
- Existing tunnels should be inspected by an engineer.
- Tunnels should have a 10 foot vertical clearance.
- Tunnels should be 14 feet wide to accommodate maintenance and emergency vehicles
- Long tunnels should have postings to use flashlights and dismount bikes.



Bridges

General

- Newly constructed bridges on trails should be engineered based on use and span.
- If the trail corridor contains an existing bridge, the bridge may have architectural or historic features that should be evaluated by an engineer, architect, or historian.



Decking

- The decking should be made of 4-inch thick pressure-treated planks (2 inches thick for pedestrian-only bridges).
- Planks should be laid perpendicular to the beams of the substructure.
- Planked should be laid with gaps of 1/8 to 1/4 inch between planks for drainage and to maintain accessibility.

Railings

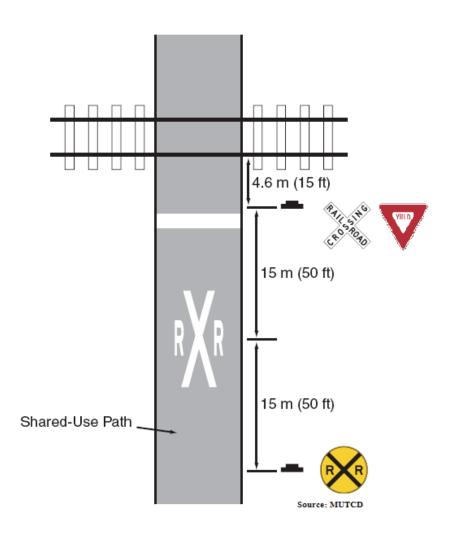
- Vertical posts should be spaced evenly apart, no more than 6 feet apart.
- Railings should support a vertical load of 50 pounds per linear foot of rail height.
- Top rail height should be at least 54 inches above the deck surface for bicyclists (at least 42 inches for pedestrian-only bridges).
- Middle rail height should be 33 to 36 inches from the deck surface, and no wider than 1 ½ inches.
- Bottom rail height should be no higher than 15 inches from the deck surface.
- There should be no more than 15 inches of vertical opening between railings.

Approaches

• Approach railings should be constructed the same as the bridge railings.

Railroad crossings

- Trail should cross railroad at no less than a 75-degree angle.
- Gates should be installed at all trail crossings where feasible to increase safety and awareness of train crossing.
- At railroad crossings, path users should yield and watch for trains. A Yield sign may be used to facilitate this behavior.



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Facilities at Trailheads and Rest Areas

Facilities at Trailheads and Rest Areas

A trailhead is a public access point at the beginning of a trail or at designated access points along a trail. Trailheads will usually have varying levels of services for trail users, depending on anticipated trail use, proximity to other developments, and site inventories. Rest stops are areas adjacent to the trail corridor that typically have a seating area, whether that is a bench or a gathering of boulders. Rest areas are also appropriate locations for trail art.

The following are a list of trail support facilities that may be included at trailheads and rest stops in Champaign County.

Information Kiosks

All trailheads should have an information kiosk with the following:

- Trail system maps and brochures
- Trail Rules and Regulations
- Distances between rest areas along the trail
- Interpretive information

Trail Art

- To highlight an important trail head in the Champaign County trail system, trail art may be displayed.
- Preferably, the trail art will depict something of local significance or be designed by a local artist.
- Care should be taken to ensure that vandalism is minimized, including securing the art to a heavy base.

Bicycle Parking

Bike parking should be located at trailheads and destinations along trails, as well as at employment centers, schools, public buildings such as libraries and post offices, and shops. Bicycle storage facilities may be used in high traffic areas where users will be away from their bicycles for long periods of time (employment centers, shopping malls, schools) to protect bicycles from weather.

Recommended Bike Rack Placement

- Located no more than 50 feet from the building entrance or trail entrance.
- A Minimum of 24 inches from a parallel wall and 30 inches from a perpendicular wall.
- A minimum of 4 feet from curb ramps, fire hydrants, building entrances, etc.
- Facilities should not interfere with pedestrian flow. If located on sidewalks, racks and the bicycles linked to them should provide sufficient clearance around them for all types of pedestrians, including wheelchair users.
- Bicycle racks should be mounted on an 6-inch thick concrete slab.
- Bike racks should support both wheels to prevent bent rims.
- Bike racks should be fabricated of pipe or other durable material.

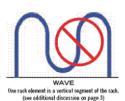
FACILITIES AT TRAILHEADS & REST AREAS

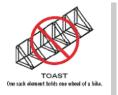












Recommended Bicycle Parking Facilities

Not Recommended Bicycle Parking Facilities

Motorized Vehicle Parking

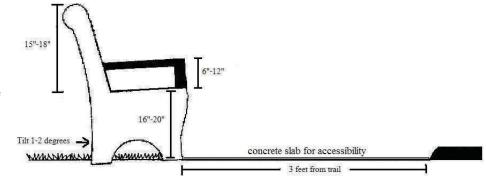
- At major trail access points, motorized vehicle parking may be provided.
- Parking lot specifications should follow the agency's adopted parking specifications.

Landscaping

- Landscaping at trail heads and along trail corridors should be in reference to the agency's landscaping ordinance.
- Wherever feasible, use noninvasive native plant species without invasive roots.
- Vegetation may be planted beyond the grading area to discourage users from wandering beyond the trail boundary.
- Trees and shrubs should be set back at least 5 feet from the trail's edge.
- Where trail users would be exposed to increased wind, sun exposure, or snow, it is recommended to plant evergreens on the north side of the trail and deciduous trees on the south side of the trail (Evergreens will serve as a windbreak year-round, and deciduous trees will provide shade).
- Trees and shrubs may be planted in clusters and groves rather than in straight lines to break up the viewshed and add visual interest.

Benches

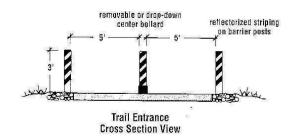
- Benches may be placed at rest areas along the trail and at trailheads.
- All benches should meet or exceed ADA accessibility requirements.
- Benches should be set back three feet from the trail edge.
- Bench back should be tilted at a slope of 1 to 2 degrees to prevent standing water
- Bench Dimensions:
 - Length should be 72 to 90 inches.
 - Seat should be 16-20 inches above the ground.
 - Back supports should be 15 to 18 inches high and extend the full length of the bench.
 - Armrests should be provided on both ends of the bench, 6 to 12 inches above the seat.

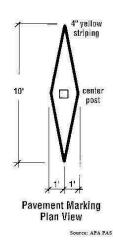


Bollards

Bollards are posts or other forms of barricades that prevent unauthorized vehicles from entering a trail.

- Bollards should be placed 10 feet from the road.
- The bollard post should be permanently reflectorized for nighttime visibility and painted a bright color for improved daytime visibility.
- A clearance of at least 32 inches wide should be provided for wheelchair access.
- When more than one post is used, 5-foot spacing is recommended.
- The recommended height for bollards is 3 feet.
- Bollards should be designed to be removable for maintenance and emergency vehicle access.





Drinking Fountains

- Adults: spigot height should be 42 inches above the ground.
- Children: steps should be provided for children to access adult spigot.
- Accessible: spigot should be no higher than 36 inches, with at least 27 inches below the basin.

Lighting

- Pedestrian level lighting may be used on Champaign County trails where nighttime accessibility is desired.
- The average maintained horizontal illumination level should be 0.5 foot-candle to 2 foot-candles.
- Lighting should be at the pedestrian scale.
- Lighting is recommended for long overpasses and tunnels.

Trash Receptacles

- Trash receptacles may be located at trail entrances and bench seating areas.
- Trash receptacles should be set back at least 3 feet from the trail edge.
- The container should be secured to a buried concrete slab.
- Dog cleanup facilities should be located at trailheads.

Accessible Bathroom

- Accessible bathrooms may be located at major trailheads for trail users' convenience.
- Bathrooms should meet or exceed ADA accessibility requirements.



Logos & Signage

Logos and Signage

The creation of a countywide logos and signage system is another step in the implementation of the 2004 Champaign County Greenways & Trails (G&T) Plan. Once implemented, these logos and sign types will help create a recognizable and consistent system of greenways and trails of which Champaign County can be proud.

Methodology

Staff worked with all G&T agencies through the G&T Technical and Policy Committees to update the Champaign County Greenways & Trails Logo and determine uses for the logos. Staff also researched sign types from other greenways & trails plans and systems throughout the country, and worked with the Committees to create signage types for different uses, with the goal of signs being cost-efficient and long-lasting.

Approval and Amendment to Design Guidelines

The Greenways & Trails Logos and Signage were approved by the G&T Technical Committee in January 2009, and by the G&T Policy Committee in April 2009. Both committees also amended the Greenways & Trails Design Guidelines document in April 2009 to include the final Logos and Signage as part of the document.

Logos

The Greenways & Trails logo should be used as so for the following purposes:

- Logo should include borderlines for letterhead usage.
- Logo should have no borderlines for signage usage.
- Logo should have white border when placed on green signage.

Signage

Dimensions

The following are dimensions for each Greenways & Trails sign type in height by width format.

```
Oval Sign:
15" x 11"

Mile Marker Sign:
18" x 9"

Point of Interest Sign:
18" x 36"

Map Sign:
24" x 36"

Arrow Sign:
7.5" x 11"
```



Greenways & Trails Letterhead Logo



Greenways & Trails Signage Logo

Note: Logo should have white border when placed on green signage.

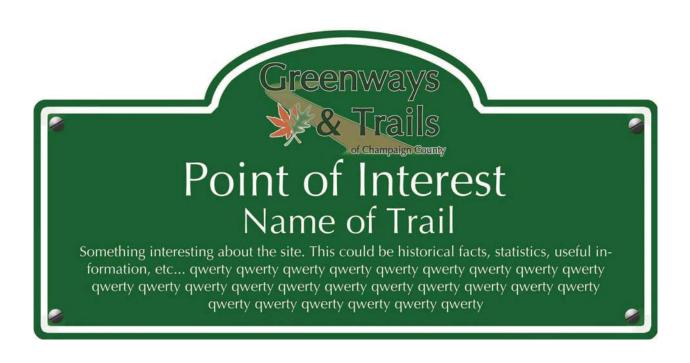


Greenways & Trails Oval Sign with Stamp Logo Sign Dimensions: 15" x 11"



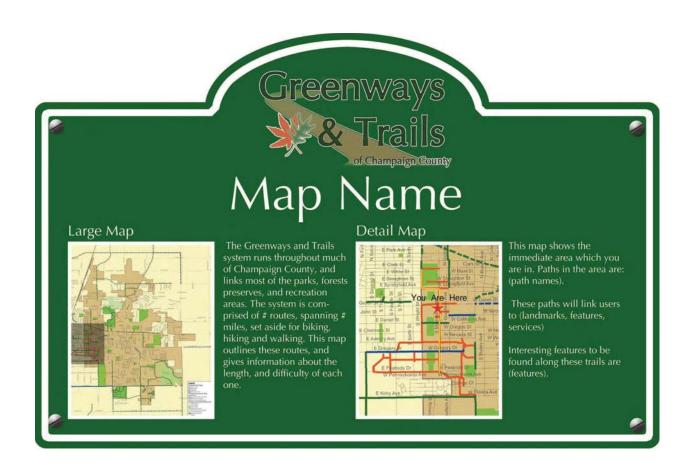
Greenways & Trails Mile Marker Sign

Sign Dimensions: 18" x 9" Logo: Stamp



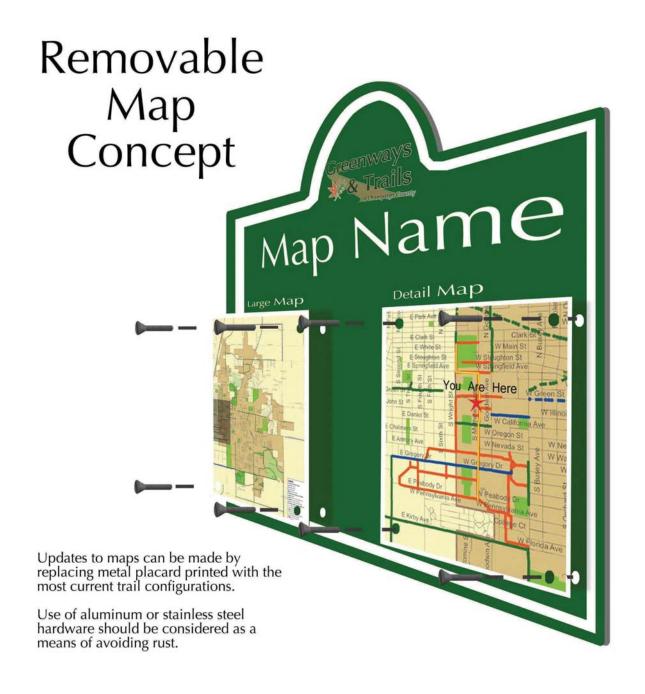
Greenways & Trails Point of Interest Sign

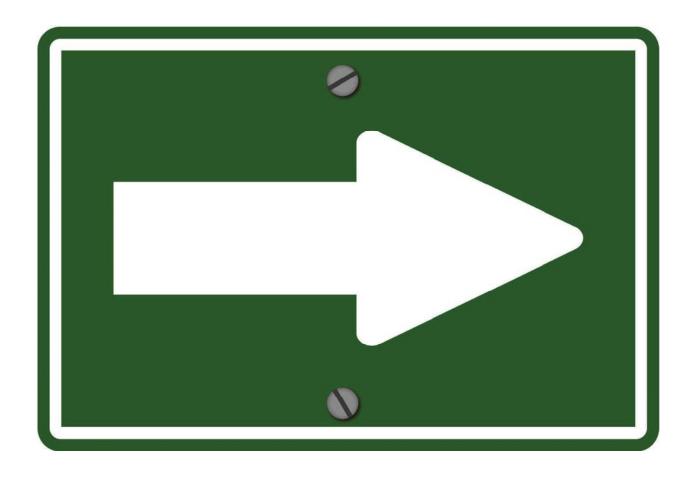
Sign Dimensions: 18" x 36" Logo: Signage



Greenways & Trails Map Sign

Sign Dimensions: 24" x 36" Logo: Signage





Greenways & Trails Arrow Sign
Sign Dimensions: 7.5" x 11"

Glossary

Accessibility — The extent to which facilities are barrier- free and usable by people with disabilities, including those using wheelchairs

Amenity — A useful or attractive feature or service, for example, leisure facilities

Bike lane — The portion of a roadway surface that is designated by pavement markings and signing for the exclusive use of bicyclists

Bollard — A vertical barrier installed in the trail surface to prevent unauthorized motorized vehicles from entering the trail.

Clear Zone – An area adjacent to a trail surface that is free of any unyielding obstacle.

Interpretive information — Parts of a trail or recreational facility that offer the opportunity to educate the user on various aspects of the landscape, including native plants and animals, geologic history, local history, and local economy

Intersection — An area where two or more pathways or roadways join together

Nature Trail — Facilities used exclusively by pedestrians, and are typically found in natural areas

New construction — A project in which an entirely new facility is built from the ground up or where a new facility is added to an existing facility

Obstacle — An object that limits the vertical passage space, protrudes into the circulation route, or reduces the clearance width of a sidewalk or trail

Pedestrian — A person who travels on foot or who uses assistive devices, such as wheelchairs, for mobility

Rest area — A level portion of a trail that is wide enough to provide wheelchair users and others a place to rest and gain relief from the prevailing grade and cross slope demands of the path

Rub Rails – Attached to barriers, such as guardrails, between a shared-use path and a motorized vehicle lane to give bicyclists a smooth surface to come in contact with.

Shared use path — A trail that permits more than one type of user and that has a transportation and recreation function.

Sidepath — A shared use path that runs adjacent to a roadway

Sidewalk — The portion of a highway, road, or street intended for pedestrians

Trail — A path of travel for recreation and/or transportation within a park, natural environment, or designated corridor that is not classified as a highway, road, or street

Trailhead — A parcel of land specifically designed as primary means of accessing a trail

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Illinois Trails Grant Program. Illinois Department of Natural Resources. http://dnr.state.il.us/ocd/newtrail2.htm

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Parks, Recreation, Open Space and Greenway Guidelines. National Recreation and Park Association, 1995.

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Trails for the 21st Century: Planning, Design, and Management Manual for Multi-Use Trails. Rails-to-Trails Conservancy, 1993.



District_-Wide Comprehensive/Strategic Plan Policy

The Champaign Park District Board of Commissioners (Board) shall adopt and maintain at all times either a current dDistrict_Wwide Comprehensive Plan (Plan) or Strategic Plan. The Plan shall be developed based on Board, staff, and citizen assessments of the Champaign Park District's (Park District) current and future park, cultural art, facility, and recreational needs. The Plan shall include, but not be limited to, a community profile and trends assessment, citizen input, Park District profile, mission statement, goals, objectives, capital projects and financial analysisan inventory of the Park District's existing land use and programming, financial assessment, demographics and trends, community engagement, and agency initiatives. The Plan shall be updated at least every five-ten (105) years and shall be published on the Park District's website for public access.

Revised by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners	June 8, 2011 August 10, 2016 , 2021	
Nevised by Board of Commissioners	, 2021	
Kevin J. Miller, President	Joseph C. Del uce. Exe	cutive Director

November 9, 2005

Approved by Board of Commissioners



The Champaign Park District Board of Commissioners (Board) shall adopt and maintain at all times either a current district-wide Comprehensive Plan (Plan). The Plan shall be developed based on Board, staff, and citizen assessments of the Champaign Park District's (Park District) current and future park, cultural art, facility, and recreational needs. The Plan shall include, but not be limited to, an inventory of the Park District's existing land use and programming, financial assessment, demographics and trends, community engagement, and agency initiatives. The Plan shall be updated at least every ten (10) years and shall be published on the Park District's website for public access.

Approved by Board of Commissioners Revised by Board of Commissioners	November 9, 2005 June 8, 2011
Revised by Board of Commissioners	August 10, 2016
Revised by Board of Commissioners	, 2021
Kevin J. Miller, President	Joseph C. DeLuce, Executive Director



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The <u>Champaign Park District</u> Board of Commissioners (Board) shall adopt and maintain at all times either a current <u>District district</u> <u>Wide wide Comprehensive Plan or</u> Strategic Plan (<u>Plan</u>). The Plan shall be developed based on Board, staff and citizen assessments of the <u>Champaign</u> Park District's (<u>Park District</u>) current and future park, cultural art, facility, and recreational needs. The Plan shall include, but not be limited to, a community profile and trends assessment, citizen input, Park District profile, mission statement, goals, objectives, capital projects, and financial analysis. The Plan shall be updated at least every <u>three to five</u> <u>five</u> (<u>5</u>) years and shall be published on the Park District's website for public access.

Approved by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners	November 9, 2005 June 8, 2011 August 10, 2016 , 2021
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Approved by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners	November 9, 2005 June 8, 2011 August 10, 2016, 2021
Kevin J. Miller, President	Joseph C. DeLuce, Executive Director



Distribution of Employment Policies and Procedures Manual Policy

The Director of Human Resources shall ensure that hired staff receive a copy of the Employment Policies and Procedures Manual within the first two weeks of employment as part of the new employee orientation process. The Director of Human Resources shall also ensure that all employees receive all revisions to the Employment Policies and Procedures Manual, as reviewed by the Executive Director and adopted approved by the Champaign Park District Board of Commissioners.

The Employment Policies and Procedures Manual shall be updated every two years. Input regarding proposed updates shall be solicited from all full-time staff.

July 13, 2011

Approved by Board of Commissioners

Revised by Board of Commissioners	August 10, 2016	
Revised by Board of Commissioners	, <u>2021</u>	
Kevin J. Miller, President	Joseph C. DeLuce, Executive	Director



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Revised by Board of Commissioners	August 10, 2016
Revised by Board of Commissioners	, 2021
Kevin J. Miller, President	Joseph C. DeLuce, Executive Director



Employment of Certified/Professionally Trained Staff Policy

It shall be the policy of the Champaign Park District Board of Commissioners (Board) of the Park District that employee and staff recruitment be undertaken in accordance with appropriate guidelines that comply with all federal, state and Park District requirements. The Board encourages the hiring of management and supervisory staff that are certified or professionally trained for their respective positions as recognized by standard professional associations in that field of work.

Approved by Board of Commissioners
Revised by Board of Commissioners

Kevin J. Miller, President

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Approved by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners Revised by Board of Commissioners	October 13,1999 September 14, 2005 July 13, 2011 August 10, 2016, 2021
Kevin J. Miller, President	Joseph C. DeLuce, Executive Director



Environmental Policy Statement

The Public and the Champaign Park District (Park District) are increasingly concerned about environmental issues facing our entire community. It is <u>our-the Champaign Park District Board of Commissioner's (Board)</u> intent to have the Park District be a role model, and assume a partnership and leadership role in developing and implementing programs that demonstrate and teach the value and importance of sound environmental policies and practices.

Personnel at all levels are directed to make sound environmental practices a matter of continuing and mutual concern, equal in importance with all other operational considerations. Every employee is charged with the responsibility of supporting and cooperating with the environmental program outlined in this policy. Adherence to this policy will be considered, where applicable, an important measure in the yearly evaluation of Park District employees.

Policy Goals

Promote Preservation and Restoration of Open Spaces

The Park District shall protect and restore indigenous natural communities such as prairies, woodlands and wetlands within its current boundaries, and promote the reclamation, acquisition, preservation and management of additional open space areas.

Make Reasonable Efforts to Reuse or Recycle All Natural Materials and Manufactured Products Used

The Park District shall make reasonable efforts to re-use or otherwise recycle all natural materials and manufactured products used by the Park District. The Park District shall comply with all applicable state laws and local ordinances governing the recycling of materials. The District will cooperate with units of local government to support recycling efforts within the community.

Purchase and Use Environmentally Safe and Sensitive Products Whenever Feasible

The Park District shall purchase and use environmentally safe and sensitive products which take into consideration the effects of product production, use, storage and disposal that could contribute to pollution of the air, water and soil; and which avoid causing the destruction of natural communities of plants and animals.

Seek and Implement Ways to Conserve Energy Resources

The Park District shall actively seek and implement ways to conserve energy resources and investigate methods of applying alternative energy technologies.

Seek and Implement Ways to Conserve and Protect Air, Water, Soil and Wildlife

The Park District shall actively seek and implement ways to conserve and protect water and soil, enhance air quality, limit the production and release of damaging pollutants, and protect wildlife.

Provide Environmental Education and Interpretation Opportunities for Staff and the Public The Park District shall provide public education and interpretation opportunities for staff and the public which increase appreciation for and stewardship of the natural world and promote environmentally conscious lifestyles, emphasizing selective consumption and low-impact resource use.

Adopted Approved by Board of Commiss	sioners March 9, 1970
Revised by Board of Commissioners	July 14, 1999
Revised by Board of Commissioners	October 11, 2000
Revised by Board of Commissioners	October 9, 2009
Revised by Board of Commissioners	December 14, 2016
Revised by Board of Commissioners	<u>, 2021</u>
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Approved by Board of Commissioners	March 9, 1970
Revised by Board of Commissioners	July 14, 1999
Revised by Board of Commissioners	October 11, 2000
Revised by Board of Commissioners	October 9, 2009
Revised by Board of Commissioners	December 14, 2016
Revised by Board of Commissioners	, 2021
Kevin J. Miller, President	Joseph C. DeLuce, Executive Director



If an employee is a regular, FT1-full-time employee and has worked for the Champaign Park District (Park District) at least one (1) year, he/shethey may be eligible to participate in the Park District's tuition reimbursement program. The Park District may partially reimburse the employee for tuition of certain courses that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in his or hertheir current job. Costs for textbooks, fees and materials will not be reimbursed, the amount an employee receives will depend on the Park District's approval and upon passing grades (grade C or higher). The reimbursement amount may vary depending on budgetary constraints and will-shall not exceed \$3,000,00 per fiscal year, with the final reimbursement amount determined by the Executive Director (Director).

To receive tuition reimbursement, an employee must apply and be approved for the program before the coursework begins. The program is administered as follows:

- 1. Employee completes a Tuition Reimbursement Form. See the applicable <u>D</u>department <u>H</u>head or Human Resources Director for the form;
- 2. If the Executive Director approves of the program and reimbursement, the employee returns the signed form to the Finance Department;
- 3. The employee pays the course tuition;
- 4. After the employee receives his/hertheir grade(s), the employee must attach the tuition bill and the final grades to a copy of the Tuition Reimbursement Form and send them to the Finance Department; and
- 5. Within thirty (30) days, the employee will receive a reimbursement for grades of C or above. No reimbursement is provided for a grade below C.

Unless specifically approved in writing by the applicable department Department Hhead or Director of Human Resources, coursework or class attendance may not be performed during Park District business hours. Any employee that has been given permission to attend class during work hours must make up any time away from work on an hour per hour basis.

In the event an employee resigns or is terminated before completing a course and receiving a grade, the employee will not be reimbursed for tuition expenses. Employees shall repay the Park District if the employee resigns or is terminated up to three (3) years after receiving reimbursement. The Park District will provide employees written approval for tuition reimbursement and will specify the amount of the reimbursement as well as the repayment requirements in suitable written documentation.

Kevin J. Miller, President	Joseph C. DeLuce, Executive Director
Revised by Board of Commissioners	. 2021
Revised by Board of Commissioners	November 9, 2016
Approved by Board of Commissioners	February 9, 2011



If an employee is a full-time employee and has worked for the Champaign Park District (Park District) at least one (1) year, they may be eligible to participate in the Park District's tuition reimbursement program. The Park District may partially reimburse the employee for tuition of certain courses that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in their current job. Costs for textbooks, fees and materials will not be reimbursed, the amount an employee receives will depend on the Park District's approval and upon passing grades (grade C or higher). The reimbursement amount may vary depending on budgetary constraints and shall not exceed \$3,000,00 per fiscal year, with the final reimbursement amount determined by the Executive Director (Director).

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Approved by Board of Commissioners	February 9, 2011
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Kevin J. Miller, President	Joseph C. DeLuce, Executive Director
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