

ORDINANCE NO. 9596-81

AN ORDINANCE
APPROVING AN AGREEMENT WITH CUNNINGHAM TOWNSHIP

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement with Cunningham Township providing for the maintenance of a parking lot, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

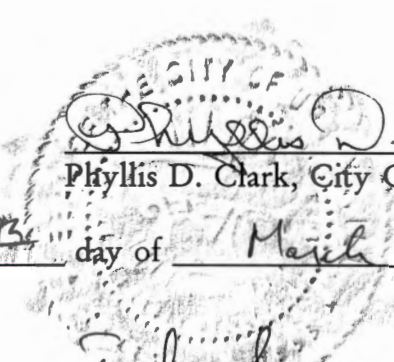
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 4th day of March, 1996.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINED:


Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 7th day of March, 1996.

Tod Satterthwaite
Tod Satterthwaite, Mayor

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of March, 1996, by and between the TOWN OF CUNNINGHAM, Champaign County, Illinois, a unit of local government of the State of Illinois (hereinafter called "Town") and the CITY OF URBANA, Champaign County, Illinois, a municipal government of the State of Illinois (hereinafter called "City");

W I T N E S S E T H:

WHEREAS, Town is the owner in fee simple title of certain real estate, commonly known as 207 West Green Street in the City of Urbana, Illinois, more particularly described as follows:

Lot Thirty-six (36) of Roe's Second Addition (otherwise known as James T. Roe's Second Addition) to the Town (now City) of Urbana and West One-half (W1/2) of vacated alley known as Church Alley, lying East of and adjacent to said Lot Thirty-six (36), situated in the City of Urbana, Champaign County, Illinois,

(sometimes referred to herein as the "Premises"); and

WHEREAS, Town is desirous of arranging for maintenance of the Premises as a parking lot for its employees with the City being able to use any excess area for public parking; and

WHEREAS, the City is willing to maintain the Premises as a public parking lot in exchange for the revenue expected to be generated from parking meters and rentals,

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the City and Town do mutually agree as follows:

Section 1. Town agrees the arrangements set forth in this Agreement shall commence immediately for an indefinite period of time until canceled as provided below.

Section 2. City shall have the sole and exclusive right and authority to regulate the parking of automobiles and control traffic upon the premises and to enforce the aforesaid regulations by parking meters and other appropriate means. The City shall have the exclusive right to collect all rentals, meter fees and all fines and penalties collected in conjunction with such enforcement. It is understood, however, that the City shall issue to Township employees permits to park in the parking lot without charge for such permit.

Section 3. It's understood and agreed that City shall, at its own cost and expense, maintain the Premises for such parking and shall make any and all repairs to the Premises consistent with such purpose as the City in its sole discretion deems appropriate. All parking meters, signs and other traffic control devices shall remain the property of the City and may be removed by the City at any time.

Section 4. It is agreed that either party hereto shall have the right to terminate this Agreement at any time upon giving ninety (90) days notice in writing to the other party of its intention to do so, or this Agreement may be terminated at any time upon the mutual agreement of both parties.

Ord. #9596-81

Section 5. This Agreement shall be effective retroactively as of July 1, 1993.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their respective corporate officers to set their hands and seals to this Agreement the day and year as first above written.

TOWN OF CUNNINGHAM

By: Carol A. Elliott
CAROL A. ELLIOTT, SUPERVISOR

ATTEST:

Phyllis D. Clark
Town Clerk

CITY OF URBANA

By: Tod Satterthwaite
TOD SATTERTHWAITE, MAYOR

ATTEST:

Phyllis D. Clark
City Clerk