

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT FOR THE CAMPUS
AREA TRANSPORTATION STUDY, PHASE 3**

(CATS III)

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

Section 1. That An Intergovernmental Agreement for the Campus Area
Transportation Study, Phase 3, between the City of Champaign, Illinois, the
Board of Trustees of the University of Illinois, the Champaign-Urbana Mass
Transit District and the City of Urbana, Illinois, in substantially 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 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 3rd day of April,
2006 .


AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth

NAYS:

ABSTAINS:

APPROVED by the Mayor this 7th day of April,

2006 .


Phyllis D. Clark
Phyllis D. Clark, City Clerk
Robert
Deputy Clerk
Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR
THE CAMPUS AREA TRANSPORTATION STUDY, PHASE 3,
BETWEEN
THE CITY OF CHAMPAIGN,
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
AND THE CITY OF URBANA**

This Intergovernmental Agreement, made and entered into on the last date written below, by and between the City of Champaign, Illinois, a municipal corporation (“Champaign”); the City of Urbana, Illinois, a municipal corporation (“Urbana”); the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“University”); and the Champaign-Urbana Mass Transit District, a municipal corporation (“MTD”).

WITNESSETH:

Whereas, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power of function in any manner not prohibited by law or ordinance; and

Whereas, the Intergovernmental Cooperation Act (5 ILCS 220/1-220/9) also provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and

Whereas, The Campus Area Transportation Study (CATS) mission statement is to better accommodate pedestrian, bicycle, transit, and vehicle movements in a more user-friendly environment.

Whereas, Champaign, Urbana, the University, and MTD entered into an Intergovernmental Agreement for the Campus Area Transportation Study, Phase 2 (CATS, Phase 2) on December 15, 2000 for the conceptual design of the recommendations of CATS; and

Whereas, Champaign, Urbana, the University and MTD on January 2, 2002, approved a Letter of Understanding defining the terms of suspension of work on CATS, Phase 2, and establishes the intention of the parties to amend the intergovernmental agreement in the future at such time as it is prudent to reinstate work on CATS, Phase 2 and negotiate a new scope of service that reflect the recommendations of the Alternatives Analysis Study; and

Whereas, Champaign, Urbana, the University and MTD entered into an Addendum to an Intergovernmental Agreement for the Campus Area Transportation Study, Phase 2 (CATS, Phase 2) on May 14, 2004 to resume work on CATS Phase 2, according to a Revised Scope of Work for Transportation Consultant and Revised Completion Date; and

Whereas, the Campus Area Transportation Study (CATS, Phase 2) was completed in 2005 as a result of the Intergovernmental Agreement and the Addendum to the Intergovernmental Agreement for the Campus Area Transportation Study, Phase 2,

Now, therefore, in consideration of the mutual promises and covenants contained herein, Champaign, Urbana, MTD and the University hereby agree as follows:

Section 1. Agreement for Scope of Work. The parties agree to work cooperatively to pursue the following tasks:

1. Develop and implement an educational and marketing program for safety awareness in the University District.
2. Develop a bike plan for the University District that is consistent with and recognizes the Champaign County Greenways Plan.
3. Study bus routes (frequency and paths) in the University District.

4. Study and provide specific recommendations for improvements for selected intersections in the University District.
5. Create a more specific implementation plan for recommended improvements in the University District from the CATS Phase II Final Report.
6. Study parking policies in the University District and recommend changes to ensure consistency with CATS Phase II Final Report.
7. Periodically evaluate changes made and adjust if necessary to ensure accomplishment of CATS mission statement “To better accommodate pedestrian, transit, bicycle and vehicle movements in a more user-friendly environment” and its goals as follows:
 - a. Improve safety for all transportation modes.
 - b. Create a transportation system compatible with the physical environment described in the City and Campus Master Plans.
 - c. Improve the operational efficiency and effectiveness of the transportation system in a cost-effective manner.
 - d. Enhance access to the campus core area and route through traffic on fringe of the study area.

Section 2. Contracting Agency. The parties agree that the Champaign County Regional Planning Commission shall continue to act as the contracting agent for the parties in those cases where consultant services are obtained to complete the tasks identified in this agreement.

Section 3. Payment. The parties agree that the total fees for future consulting services will be shared proportionally based on benefits received as agreed at the time such services are obtained. Such agreement shall be evidenced by separate agreements which shall be approved in accordance with the practices of each jurisdiction.

Section 4. Campus Area Policy Committee. The parties agree to the formation of a Campus Area Policy Committee made up of the following representatives, each having one vote: Mayor and Chief Administrative Officer for the Cities of Champaign and Urbana, the Board

Chair and Managing Director for the MTD and the Chancellor and the Executive Director of Facilities and Services for the University of Illinois, or their designees. The purpose of the Committee shall be to provide ongoing policy guidance and input into the development of the study. The CATS Policy Committee shall meet at least once a year for the purpose of receiving updates on annual activities carried out during that year.

Section 5. Campus Area Technical Committee. The parties agree to the formation of a Campus Area Technical Committee. It shall be the responsibility of this Committee to advise and make recommendations to the Policy Committee, ensure coordination of implementation activities between the agencies, provide input and share information to assist in the additional tasks authorized by this agreement and to maintain ongoing communications between the partners to this agreement. The Committee shall be made up of the following representatives, each having one vote: the Director of the Planning Department of the City of Champaign, the Public Works Director of the City of Urbana, the Managing Director for the MTD; and the Designee of the Executive Director of Facilities and Services for the University of Illinois. The Campus Area Technical Committee might also include Advisors (non-voting) members such as: University of Illinois student representatives as recommended by the Office of Student Affairs; representatives from each law enforcement agency with jurisdiction in the University District, and at-large community representatives. The CATS Technical Committee shall elect a Chairperson and Vice Chairperson from its membership. Any voting member of the CATS Technical Committee may select a designated voting representative to represent them at the meeting in their absence. Written notice of a voting proxy must be provided before the beginning of the meeting. Any motion considered by the Technical Committee must have at least three affirmative votes to pass.

Section 6. Independent Studies by Member Agencies. The parties agree to reasonably cooperate to provide any information needed to fulfill the terms of the Agreement including seeking input and comment on studies done by the parties independently of this agreement as to consistency with the CATS goals and Phase II Final Report recommendations.

Section 7. University District. For the purposes of this Agreement, it is agreed that within the area depicted on Exhibit "1" (" University District") the parties agree to coordinate their efforts in the implementation of any CATS recommendations that the parties decided to implement, which may include but are not limited to: information and regulatory signage, pavement markings, traffic calming, traffic management strategies and parking programs and policies (leases, rates, location, methods, etc.), traffic signal progressions (and other settings and preemptions), traffic studies, traffic planning, pedestrian and bicycle management, pedestrian rules, and speed limits.

Section 8. Terms. This Agreement shall be effective as of the date of its execution by the last of the parties to approve it and shall remain, and continue in full force and effect for five years, automatically renewing for one-year terms unless any of the parties provides notice to end this Agreement.

Section 9. Complete Agreement. This Agreement constitutes the entire Agreement, and there are no oral understandings other than as set forth herein.

Section 10. Severability. The invalidity or unenforceability of any or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part hereof.

IN WITNESS WHEREOF, the City of Champaign, the City of Urbana, the University of Illinois and the Champaign-Urbana Mass Transit District have caused this Agreement to be executed and delivered as of the date first set forth above and in the cover page hereof.

CITY OF CHAMPAIGN, ILLINOIS

By: Steven C. Carter by Paula A. Bray
Steve Carter, City Manager *and City Manager*

Date: March 13, 2007

Attest: Blenda F. Robertson
City Clerk - Deputy

Approved as to Form:

FC Sears
City Attorney *4/4/06*
CB2006-73

CITY OF URBANA, ILLINOIS

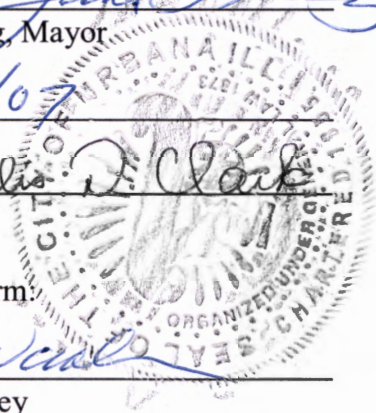
By: Laurel Prussing
Laurel Prussing, Mayor

Date: 3/26/07

Attest: Phyllis D. Clark
City Clerk

Approved as to Form:

Jan Weiler
City Attorney



BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Walker Knorr *4/2/07*
Comptroller

Michael J. [Signature]
Chancellor

John Barrett Dempsey
Executive Director for Facilities and Services

Date: April 12, 2007

Attest: Michele M. Thompson
Michele Thompson, Sec. of the Board

Approved as to Form:

By: [Signature]
Legal Counsel

C-U MASS TRANSIT DISTRICT

By: [Signature]
William Volk, Managing Director

Date: 23 MAR 2007

Attest: Rena Lee [Signature]
Director of Administration

