

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING TRAFFIC AND PARKING ON AND ABOUT MATHEWS AVENUE

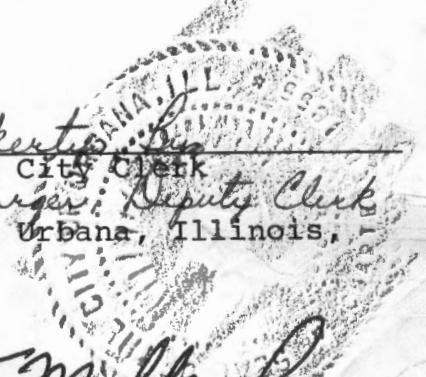
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

1. That the Intergovernmental Agreement between the University of Illinois and the City of Urbana, Illinois, concerning traffic and parking on and about Mathews Avenue, a copy of which is attached hereto and hereby incorporated by reference, be and the same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City of Urbana.

PASSED by the City Council of the City of Urbana, Illinois, this 11th day of July, 1978.

Duane Eckerty
Duane Eckerty, City Clerk
Suevely Amberger
Suevely Amberger, Deputy Clerk



APPROVED by the Mayor of the City of Urbana, Illinois, this 14th day of July, 1978.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

7879-R3

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN RESOLUTION
NO. #7879-R3 AND IS INCORPORATED THEREIN BY REFERENCE.

Beverly Umbarger, Acting City Clerk

Date: _____

AN INTERGOVERNMENTAL AGREEMENT CONCERNING
TRAFFIC AND PARKING ON AND ABOUT MATHEWS AVENUE

This Agreement made and entered into this ____ day of _____, 1978, by and between the Board of Trustees of the University of Illinois, a public corporation of the State of Illinois, hereinafter referred to as "University," and the City of Urbana, a municipal corporation of the State of Illinois, hereinafter referred to as "City;"

W I T N E S S E T H:

WHEREAS, the City holds certain dedicated street right-of-way which includes Mathews Avenue from Green Street to a point approximately 150 feet south of Nevada Street together with California, Oregon and Nevada Streets from Goodwin Avenue to Mathews Avenue; and

WHEREAS, both the City and the University expressly find that certain traffic and parking on and about said right-of-way presents a potential safety hazard and that certain restrictions upon such traffic and parking thereon will make the area more safe for public use; and

WHEREAS, the City and the University have heretofore agreed to provide for the regulation of traffic and parking on and about said right-of-way for a trial period of one (1) year, which said agreement was effectuated by the City by the passage and approval of Ordinance No. 7677-63, entitled "An Ordinance Amending The Urbana Local Traffic Ordinance And Making Other Provision For The Regulation Of Traffic And Parking On And Near Mathews Avenue," as subsequently amended; and

WHEREAS, it is anticipated that the Champaign-Urbana Mass Transit District desires to continue to operate its bus routes on Mathews Avenue and the surrounding street system; and

WHEREAS, Article VII, Section 10 of the Constitution of Illinois and the Illinois Governmental Cooperation Act enable the parties hereto to enter into agreements among themselves and provide authority for intergovernmental cooperation to continue to provide and facilitate such public safety; and

WHEREAS, the University, in recognition of the fact that the continued imposition of certain traffic and parking regulations on and about said right-of-way is directly beneficial to the University, now desires to cooperate with the City in undertaking a more permanent solution to such traffic and parking problems.

NOW, THEREFORE, for and in consideration of the amounts hereinafter set forth and the mutual promises made to each other, the City and the University do mutually covenant and agree as follows:

Section 1.

The initial term of this agreement shall be for the period of two (2) months beginning on the 1st day of May, 1978 and ending on the 30th day of June, 1978. This agreement may thereafter be renewed for one year periods beginning on the 1st day of July and ending on the following 30th day of June unless earlier terminated as herein provided.

Section 2.

That upon payment of the amounts are hereinafter set forth, the City agrees to maintain and provide for the mutual benefit of the public and the University certain limitations upon traffic and parking, as heretofore enacted in Ordinance No. 7677-63, as subsequently amended, upon portions of certain City streets which are more particularly described as follows:

Mathews Avenue from Green Street to a point approximately 150.7 feet south of the southerly right-of-way line of Nevada Street.

California Street from Goodwin Avenue to Mathews Avenue.

Oregon Street from Goodwin Avenue to Mathews Avenue.

Nevada Street from Goodwin Avenue to Mathews Avenue.

The rights and benefits accruing to the University by virtue of the limitations upon traffic and parking upon the above-described portions of City streets are nonexclusive, the City reserving unto itself the right to determine such other conditions and uses of the said portions of such streets as may be necessary, appropriate, or in the best interests of the public.

Section 3.

The University hereby agrees to pay as and for its share in this joint undertaking and for the benefits accruing to it by

virtue of this agreement the annual sum of Seven Thousand Dollars (\$7,000.00). Payments shall be as follows:

One Thousand One Hundred and Sixty-seven Dollars (\$1,167.00) upon execution of this agreement for the period beginning on the 1st day of May, 1978, and ending on the 30th day of June, 1978.

Seven Thousand Dollars (\$7,000.00) on the 1st day of October for each year (July 1 - June 30) thereafter until the termination of this agreement as herein provided.

Section 4.

A. Failure on the part of the University to pay any payment when due shall at the election of the City constitute a complete default of the annual amount due and payable hereunder and shall terminate the agreement hereby created, and upon the election being so exercised by the City by a written notice sent to the University, this agreement shall be considered null and void, in default, and it shall be conclusively presumed that all rights and privileges and joint undertaking granted and provided by this agreement have reverted to the City. The University shall pay said defaulted sum to the City within thirty (30) days.

B. Failure on the part of the City to maintain and provide for the mutual benefit of the public and the University the certain limitations upon traffic and parking as herein provided shall, at the election of the University, terminate the agreement hereby created, and upon the election so exercised by the University by a written notice sent to the City, this agreement shall be considered null and void, and any remaining portion of any such annual payment made by the University pursuant to this agreement, which said portion shall be determined on a day by day basis for the remainder of that renewal year following such failure, shall be deemed then due, payable and refundable to the University and the City shall pay said sum to the University within thirty (30) days.

Section 5.

Except as herein provided, the City agrees to continue to maintain the above-described right-of-way at its own expense, subject to all provisions of this agreement from day to day, in good condition and repair. Furthermore, the City will supply and maintain pavement

markings and those directional, informational or traffic control signs as may be deemed necessary by it to facilitate public safety and the enforcement of any law, ordinance or regulation. It is further expressly understood that the University may, at its own expense, supply and maintain on the above-described portion of Mathews Avenue such additional pavement markings and directional, informational or traffic control signs as may be deemed necessary by it for the enforcement of any law, ordinance or regulation relative to bicycle and pedestrian traffic.

Section 6.

The University may adopt such other traffic and parking restrictions or regulations on Mathews Avenue between Green Street and California Street as it may desire, provided, however, that no such additional restriction or regulation shall be inconsistent with applicable law, ordinance or rule regulating parking and traffic by either the State of Illinois or the City.

Section 7.

All commitments made by the University herein are subject to the constitutional and statutory limitations and restrictions binding upon the University and to the availability of funds which may be lawfully applied thereto.

Section 8.

Either party may terminate this agreement at any time it should be determined by its Board of Trustees or City Council that public necessity and convenience require it to do so, by serving upon the other party a written notice of its election to so terminate, which said notice shall be served at least sixty (60) days prior to the date in said notice named for such termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly sworn authorized officers and their respective corporate seals to be hereunto affixed all as of the 14th day of July, 1978.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

CITY OF URBANA

By: _____
Comptroller

By: Jeffrey T. Markland
Jeffrey T. Markland, Mayor

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Duane Eckerty, City Clerk

APPROVED:

Vice Chancellor for Administrative
Affairs

Director, Operations & Maintenance
Division

Campus Legal Counsel
(Approved as to form only)