

**INTERGOVERNMENTAL COOPERATION AGREEMENT
PERMIT PARKING ON STREETS ON OR NEAR UW-PLATTEVILLE CAMPUS**

This Agreement entered into by and between the City of Platteville, hereinafter referred to as "City" and the University of Wisconsin-Platteville, hereinafter referred to as "University".

WHEREAS, the University is in the process of planning and implementing a program to encourage the use of parking available on the University's campus and discourage students and staff that commute to the campus from parking vehicles on streets adjacent to the University's campus; and,

WHEREAS, the City and the University are working cooperatively to plan for and manage the parking of vehicles used by the University's students and staff; and,

WHEREAS, the University and the City recognize that the successful implementation of a program to manage parking on or near the University's campus requires close cooperation between the City and the University; and,

WHEREAS, Wis. Stat. Section 349.13 authorizes the City, with respect to highways under its jurisdiction and as a reasonable exercise of police power, to prohibit, limit the time or otherwise restrict the stopping, standing, or parking of vehicles on such highways; and,

WHEREAS, the University Police Department has, pursuant to Wis. Stat. Section 36.11(1) and (2), concurrent police authority over property located within the University's campus, including public streets located therein; and,

WHEREAS, Wis. Stat. Section 66.0301 permits the University and the City to enter into an agreement and contract for the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, the City and the University desire to establish and enforce restrictions on parking on certain highways that are within or abut the University's campus and to set forth, through this Agreement, the responsibilities of the City and the University to implement, pay for, maintain and administer such parking restrictions.

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City will by ordinance restrict parking on certain streets as set forth in the attached Exhibit 1 (attached hereto and incorporated by reference), such that parking on such streets is only allowed between the hours of 8:00 A.M. to 4:00 P.M., Monday through Friday, by permit issued by the University (the "University Parking Permits"). The ordinance shall also provide that overnight parking is allowed on the streets identified in Exhibit 1 between the hours of 2:00 A.M. to 6:00 A.M., by University Parking Permits.

2. The City hereby authorizes the University to enforce all applicable parking regulations upon the streets as described in the attached Exhibit 1 for purposes of fulfilling the terms and conditions of this Agreement.
3. The University shall implement a program to produce and sell University Parking Permits to persons who wish to park within areas where parking is restricted to vehicles having a University Parking Permit. The initial cost of the Permit will be identical to the University's Parking Permit price for the academic year.
4. The University shall pay the City the sum of \$20,000.00 on or before November 1 of each year of this agreement, as the City's share of the revenue generated from the University's sale of University Parking Permits to the public. The University shall pay the City's share of base forfeiture revenue as provided in paragraph 5 on or before August 1 of each year of this agreement.
5. The University and the City shall establish a parking citation forfeiture amount which will be imposed for vehicles parking in violation of parking restrictions in the areas described in Exhibit 1. The amount of the parking citation forfeiture may be increased upon the failure or refusal to pay the parking citation within certain time periods established by the University and the City. The University and the City shall share equally the base forfeiture revenue collected from parking citation violations. Base forfeiture revenue shall not include additional amounts charged for non-payment of parking citations after the initial payment period, or revenue generated as a result of the issuance of a Wisconsin Uniform Traffic Citation. The amount of the parking citation forfeiture, including any increases in the base amount due to a failure or refusal to pay the parking citation within certain time periods, shall be included in the Ordinance enacted by the City pursuant to Paragraph 1 of this Agreement. The University may designate or establish appeal procedures for such violations and shall be responsible for prosecuting all violations.
6. The University shall pay for the cost of purchasing, installing and maintaining signage designating the areas where parking is restricted to vehicles having a University Parking Permit. The University shall consult with the City regarding the placement of signage prior to installation.
7. The University shall be responsible for enforcement of the parking restrictions implemented pursuant to this Agreement, the administration, printing and sale of permits, collection of parking citation forfeitures, and all other costs and expenses incurred in connection with this Agreement.
8. The initial term of this Agreement shall be for three years, commencing July 1, 2013 through June 30, 2016. This Agreement may only be extended or revised in writing signed by the parties.

9. Either party may terminate this Agreement upon sending written notice no less than thirty (30) days from the effective date of said termination. Any funds exchanged or provided by or to either party pursuant to this Agreement shall be reimbursed to the other party in a prorated amount and/or in an amount that is mutually acceptable to both parties.

Dated: 9-10, 2013

CITY OF PLATTEVILLE,

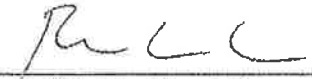

By: Lawrence Bierke, City Manager

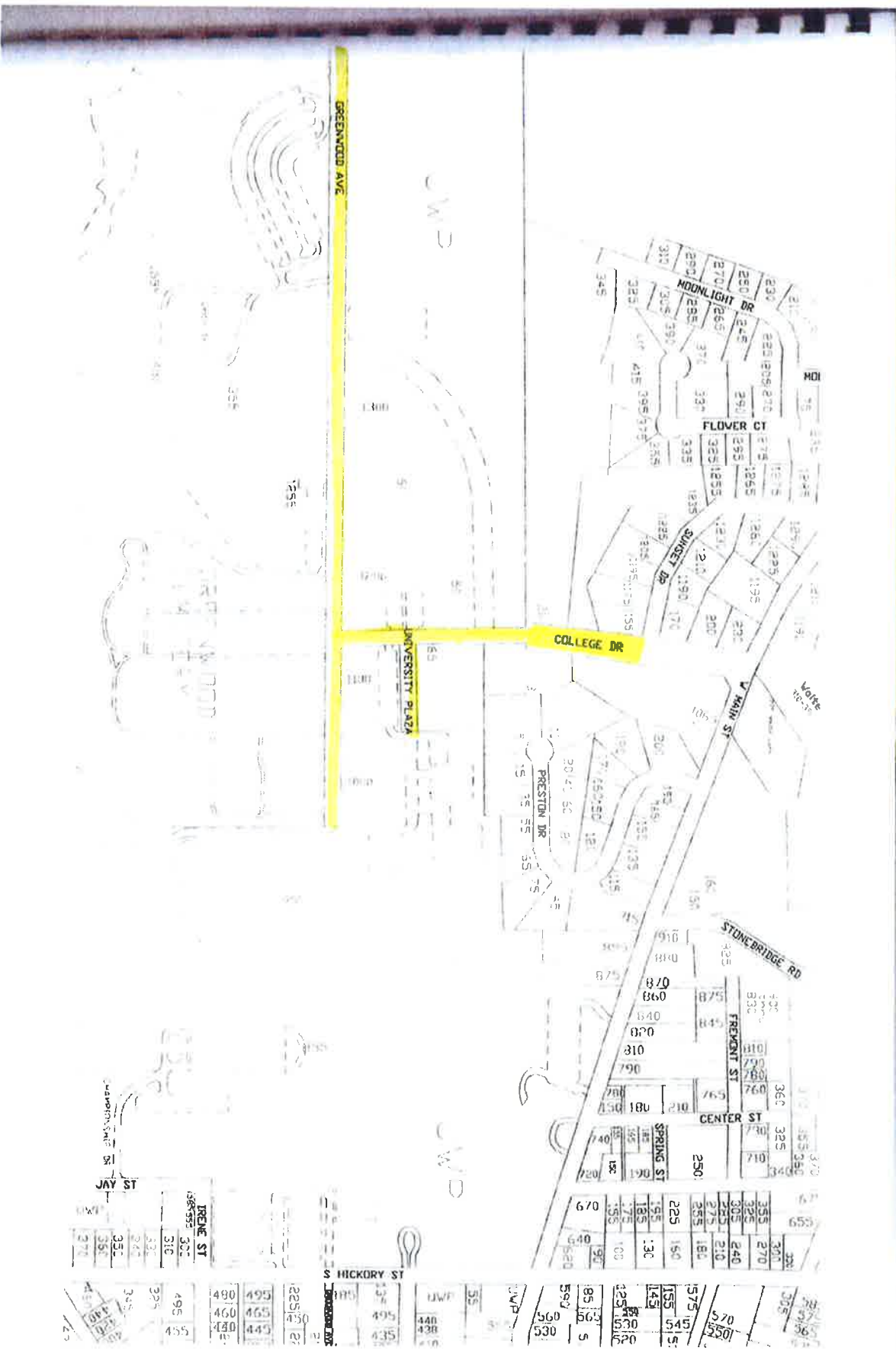
Attest:


By: Jan Martin, City Clerk

Dated: 10-20, 2013.

UNIVERSITY OF WISCONSIN -
PLATTEVILLE,


By: Dennis Shields, Chancellor
Robert Cramer
Vice Chancellor



GREENWOOD AVE

UNIVERSITY PLAZA

COLLEGE DR

HICKORY ST

JAY ST

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