

ORDINANCE NO. 2006-350

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENTON AND THE UNIVERSITY OF NORTH TEXAS FOR THE ENFORCEMENT OF PARKING REGULATIONS BY THE UNIVERSITY OF NORTH TEXAS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has granted the governing board of the University of North Texas jurisdiction and control of the parking lanes within the street portions described in Section 18-152 of the Code of Ordinances, which street portions either abut property owned by the State and under the control of the University of North Texas, or are delegated to the University of North Texas through the Fry Street Small Area Plan to regulate traffic and parking as specified by Section 18-151; and

WHEREAS, the City has delegated and granted this authority to allow the University of North Texas to regulate traffic and parking as specified by Section 18-152; and

WHEREAS, the City and the University of North Texas have agreed that it is necessary to enter into a new interlocal agreement to more accurately describe the manner in which the delegation of authority granted to the University of North Texas to regulate traffic and parking as specified by Section 18-151 will be carried out; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or in his absence, his designee, is hereby authorized to execute an amended Interlocal Agreement between the City of Denton and the University of North Texas, substantially in the form of the attached agreement, to delegate the authority to enforce parking laws to the University of North Texas Police Department for the streets or portions of the streets named in the Fry Street Small Area Plan as well as all streets or portions of streets previously delegated and listed in Section 18-152 of the Code of Ordinances for the City of Denton, Texas.

SECTION 2. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 3. This ordinance shall become effective on January 1, 2007.

PASSED AND APPROVED this the 19th day of December, 2006.



PERRY R. McNEILL, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: Jane Richardson, Asst.

APPROVED AS TO LEGAL FORM:
EDWIN M. SNYDER, CITY ATTORNEY

BY: Stephanie M. Berry

THE STATE OF TEXAS §
COUNTY OF DENTON §

INTERLOCAL AGREEMENT

This Interlocal Agreement is made between the City of Denton, Texas, hereinafter referred to as "the City" and the University of North Texas, hereinafter referred to as "the University," the effective date of the Interlocal Agreement being January 1, 2007.

WHEREAS, City and University mutually desire to be subject to the provisions of V.T.C.A., Government Code, Chapter 792, the Interlocal Cooperation Act; and

WHEREAS, both parties have the ability to perform the governmental functions set forth in the body of this contract and agree that there is fair, valuable and adequate consideration for the mutual obligations undertaken;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

The City, through its City Council, hereby delegates to the University the authority to regulate the parking of vehicles on the following Denton public streets running through or immediately adjacent to property owned or occupied and controlled by the University, to wit:

1. Avenue A, both sides, from Hickory Street to Mulberry Street;
2. Union Circle, both sides;
3. Avenue A, both sides, from Highland Street to Eagle Drive;
4. Avenue B, both sides, from Hickory Street to Mulberry Street;
5. Avenue B, both sides, from Maple Street to Eagle Drive;
6. Avenue C, both sides, from Hickory Street to Eagle Drive;
7. Avenue D, east side, from Hickory Street to Sycamore Street;
8. Avenue D, both sides, from Highland Street to Eagle Drive;
9. Avenue D, both sides, from Sycamore Street to Chestnut Street;
10. Central Street, both sides, from Highland Street to Maple Street;
11. Chestnut Street, both sides, from Avenue A to Bernard Street;
12. Chestnut Street, both sides, from Avenue C to North Texas Boulevard;
13. Fry Street, both sides, from Oak Street to Hickory Street;
14. Hickory Street, both sides, from Avenue B to Welch Street;

15. Highland Street, both sides, from Avenue E to Bernard Street;
16. Maple Street, both sides, from Avenue D to Bernard Street;
17. Mulberry Street, both sides, from Avenue D to Avenue B;
18. Mulberry Street, both sides, from Avenue A to Bernard Street;
19. Oak Street, both sides, from Avenue B to Welch Street;
20. Prairie Street, both sides, from Welch Street to Bernard Street.
21. Sycamore Street, both sides, from Welch Street to Bernard Street;
22. Sycamore Street, both sides, from Avenue C to Avenue D;
23. Sycamore Street, south side, from North Texas Boulevard to Avenue D;
24. Welch Street, both sides, from Mulberry Street to Oak Street.
25. Kendolph Street, both sides, from Eagle Drive to Wilshire Street.

On the above streets, the University is authorized (1) to assign and regulate parking spaces for its use, (2) to charge and collect a fee from its personnel, students, guests, and visitors for parking, (3) to prohibit parking, and (4) to charge and collect a fee for removing vehicles parked in violation of law ordinance or in violation of a rule governing the parking of vehicles adopted by the Boards of Regents of the University.

The University agrees not to relocate, change rates, or change time durations on parking meters located in numbered locations 1, 13, 14, and 18 above without prior agreement of the City. The University agrees to be responsible for the following:

- (1) Maintaining the parking meters;
- (2) Regulating the parking meters; and
- (3) Collecting the fees from the parking meters.


The University also agrees to remit one-third of gross revenues collected from the parking meters located in numbered locations 1, 13, 14 and 18 above to the City of Denton. The City of Denton agrees that no fines for overtime parking or unpaid citations in relation to the metered parking spaces will be paid to the City of Denton.

It is further agreed that this Interlocal Agreement does not (1) limit the police power of the City of its law enforcement jurisdiction, (2) render campus peace officer an employee of the City or entitle a campus peace officer to compensation from the City, or (3) restrict the power of the University under other law to enforce laws, ordinances, or rules regulating traffic or parking.

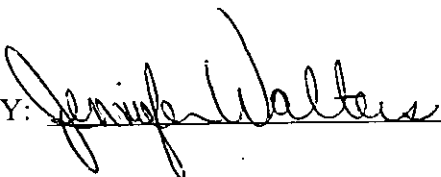
This Interlocal Agreement shall be automatically renewable for successive periods of one year unless either party gives sixty (60) days written notice to termination to the other party prior to the beginning of the renewable term.

Signed and executed this the 19th day of December, 2006, by the appropriate representatives of the City and the University, the effective date of the agreement to be January 1, 2007.

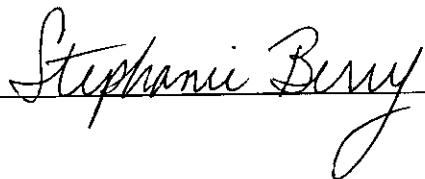
CITY OF DENTON, TEXAS

BY: 
GEORGE C. CAMPBELL, CITY MANAGER


ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
EDWIN M. SNYDER, CITY ATTORNEY

BY: 

UNIVERSITY OF NORTH TEXAS

BY: 
Phillip Diebel, Vice President for
Finance & Business Affairs

ATTEST

BY: _____