

**CITY OF AURORA**  
**RESOLUTION NO. B11-127**  
**DATE OF PASSAGE May 24, 2011**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL PARKING  
AGREEMENT BETWEEN THE CITY OF AURORA AND WAUBONSEE  
COMMUNITY COLLEGE LOCATED AT 18 SOUTH RIVER STREET,  
AURORA, ILLINOIS**

**WHEREAS**, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, said Section of the Constitution authorizes a home rule unit to exercise any power and perform any function pertaining to its government and affairs for the protection of the public safety, health, welfare and morals; and

**WHEREAS**, The City of Aurora ("City") and Waubonsee Community College ("WCC") are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

**WHEREAS**, WCC has completed the construction of a 130,000 square feet new downtown campus along River Street between Galena Boulevard and Downer Place; and

**WHEREAS**, The City and WCC seek to enter into an intergovernmental parking agreement, which said parking agreement seeks to replace all existing agreements pertaining to the use of the City's parking facilities by WCC; and

**WHEREAS**, the City Council of the City of Aurora has determined that it is in the best interest of the City and its residents to enter into this Agreement; and

**WHEREAS**, the City Council has reviewed and approved the attached Intergovernmental Parking Agreement.

**NOW THEREFORE, BE IT RESOLVED** that the Intergovernmental Parking Agreement in the form of Exhibit "A" attached hereto and included herein by reference as if fully set forth, between the City and WCC be approved, and the Mayor of the City of Aurora is hereby authorized and directed to execute the Intergovernmental Parking Agreement on behalf of the City.

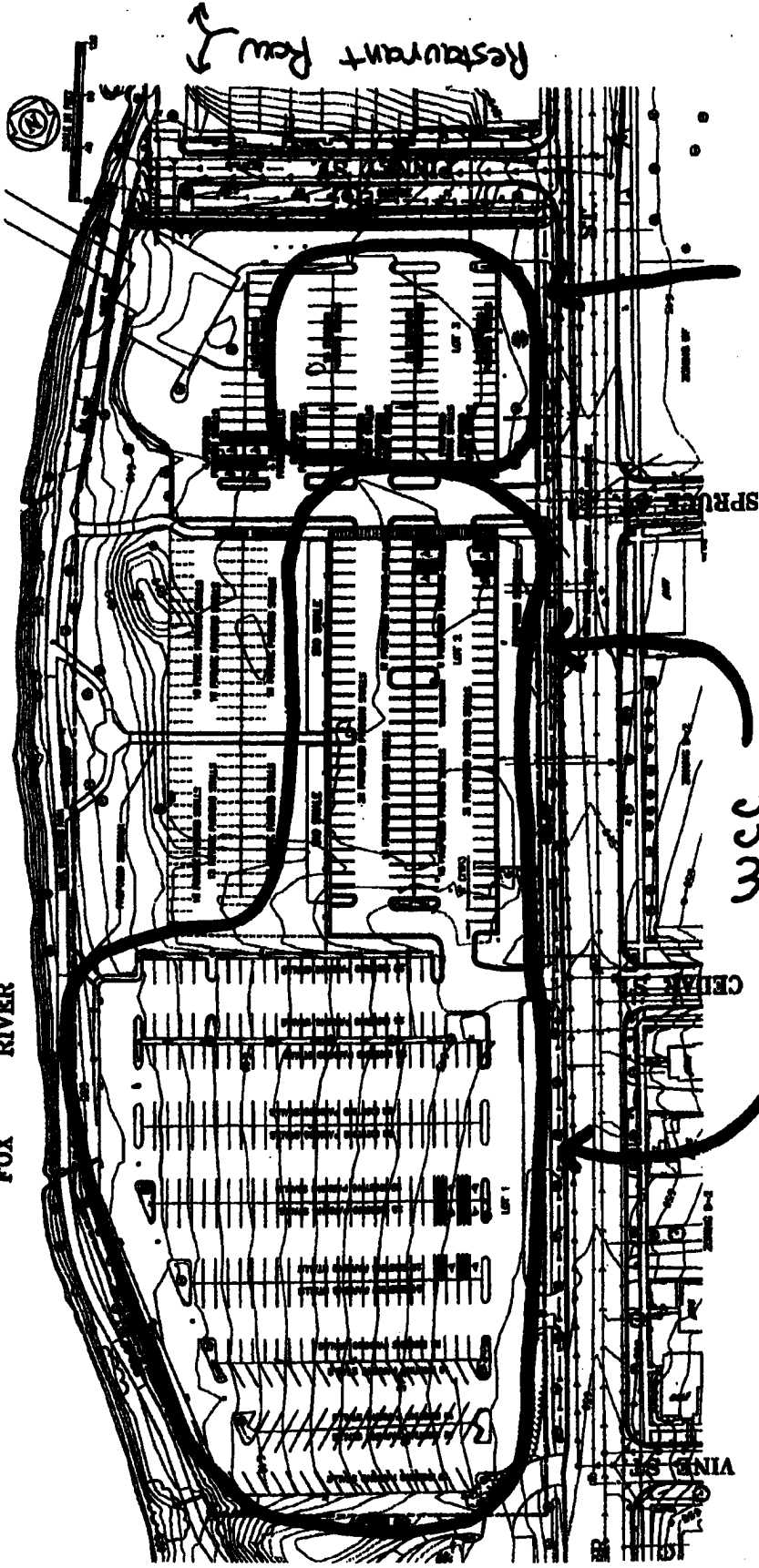
PASSED AND APPROVED THIS 24th DAY OF May, 2011.

<u>Stephanie K. Ficht</u>	<u>Michael B. Sarrille</u>
<u>Juan P. Pizarro</u>	<u>Deborah Her-Burns</u>
<u>Alta Schuler</u>	<u>R. J. [unclear]</u>
<u>[unclear]</u>	<u>[unclear]</u>
<u>[unclear]</u>	<u>[unclear]</u>
ALDERMEN	ALDERMEN

ATTEST: AYES 12 NAYS 0

<u>[Signature]</u>	<u>Cheryl M. Donhoff</u>
<del>MAYOR THOMAS J. WEISBERG</del>	CITY CLERK
Mayor Pro tem	

FOX RIVER



Short term  
medium/high  
turnover  
parking

wcc  
STUDENT  
PARKING  
(Long term  
low turnover)

**PARKING AGREEMENT  
BETWEEN  
WAUBONSEE COMMUNITY COLLEGE  
AND  
THE CITY OF AURORA**

This Intergovernmental Parking Agreement ("Agreement") is made between Waubonsee Community College, a Public Community College District ("WCC") and the City of Aurora, Illinois, an Illinois home rule municipality (the "City") in the exercise of their intergovernmental cooperation powers under the Illinois Constitution of 1970 and the *Illinois Governmental Cooperation Act*, 5 ILCS 220/1 et seq. (the "Act"). WCC and the City collectively are the "Parties." The Parties have approved this Agreement and adopted it in the manner required by law.

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

**WHEREAS**, the Act provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agencies; and

**WHEREAS**, the Act provides that any one or more public agencies may contract with 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 public agency that is party to the contract; and

**WHEREAS**, the Act includes "any unit of local government" and "any public community college district" as a "public agency" empowered to contract under the Act; and

**WHEREAS**, the *Illinois Municipal Code*, 65 ILCS 5/1-1-5, authorizes the corporate authorities of a municipality to exercise jointly all powers which it possesses; and

**WHEREAS**, the Parties have previously entered into an agreement governing WCC's use of the City's parking facilities dated January 4, 1994 ("1994 Parking Agreement") approved with Resolution R94-006; and

**WHEREAS**, WCC is completing the construction of its new campus located at 18 South River Street in downtown Aurora ("New WCC Aurora Campus") a Special Use was approved for said construction with Ordinance O08-057 on June 10, 2008 and a Final Plan and Plat was approved with Resolution R08-493 on November 25, 2008; and

**WHEREAS**, the Parties have previously entered into an Intergovernmental Agreement, dated June 18, 2008 ("2008 IGA") approved with Resolution R08-291, governing mutual cooperation in the construction of the New WCC Aurora Campus; and

**WHEREAS**, Section Nine of the 2008 IGA requires the Parties to enter into a new parking agreement to replace the 1994 Parking Agreement, until which time the 1994 Parking Agreement remains in effect; and

**WHEREAS**, the Parties deem it to be in their best interests and the interests of the general public to enter into this Agreement in order to memorialize the intent of the Parties regarding WCC's future use of City parking facilities.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the Parties hereby agree as follows:

**Section One: Incorporation of Preambles**

The Parties hereby find that all of the recitals contained in the preamble to this Agreement are true and correct and those recitals are incorporated into this Agreement by reference.

**Section Two: Recision of 1994 and 2008 Agreements**

So as to avoid confusion, Section Nine of the 2008 IGA and the 1994 Parking Agreement in its entirety are hereby rescinded and the provisions of this Agreement shall supersede said provisions.

**Section Three: Use of City Parking Facilities**

**A. TIVOLI GARAGE**

The Tivoli Garage is a parking structure located at the north east corner of New York Street and River Street ("Tivoli Garage"). From the City's limited allocation of Tivoli Lot parking spaces, the City agrees to issue parking passes allowing for the use of the Tivoli Garage by WCC faculty and staff. The City will make available for issuance to said individuals a maximum of 105 No Charge Tivoli Parking Passes, at no additional charge over the term of this Agreement for WCC faculty and staff. The City will cooperate with WCC in matters relating to maintenance and

security provided by the Hollywood Casino in the Tivoli Parking Garage. No Charge Tivoli Parking Passes may be restricted by Hollywood Casino to certain areas of the Tivoli Parking Garage.

**B. CITY LOT W**

The City has acquired a surface parking lot located at 201 North River Street which was previously a YWCA facility. This property contains two parking lots, the one located adjacent to and north of what was the main building is called Lot W ("Lot W"), the one located between Piney Street and what was the main building is called Lot Y. The City agrees to make available to WCC students approximately 360 public parking spaces over the term of this Agreement in Lot W. All parking spaces in Lot W shall be open to the public, however the City shall take such steps as are necessary to insure WCC students can be accommodated between the hours of 7:00 am and 10:00 pm. The City may restrict WCC students to park in designated areas of Lot W. WCC shall provide a method of identification for cars of students who make use of Lot W. By customary means typical of other downtown lots, the City and WCC shall work together to create a safe and secure environment at Lot W, though it is understood that if WCC requires security services above and beyond routine patrols and public safety provided by the Aurora Police Department, WCC will provide such services. From time to time and typically on weekends, the City may require the use of Lot W, for special events or functions. The City shall provide WCC with an annual calendar of such events, and shall give WCC a minimum of 15 days advance notice of any such events or functions not included on the annual calendar.

**Section Four: Payment**

WCC shall pay the City an initial lump sum of \$400,000 due upon the commencement of this Agreement. This initial lump sum payment is intended to support the City's initial capital costs incurred in preparing Lot W for WCC student parking, the ongoing maintenance costs, and the partial value of the parking services provided. WCC shall have no additional parking payment obligation for the initial four (4) years of this Agreement. Individual WCC faculty, staff and students shall have no additional parking payment obligation, excluding payments relating to parking enforcement, for the use of City parking facilities as set forth herein for the duration of this agreement.

**Section Five: Term of Agreement**

This agreement shall commence on May 15, 2011 and shall last for a term of four (4) years from the commencement date. If a permanent parking solution is finalized, the Agreement may be extended for one year at a cost to WCC of \$100,000. Thereafter this Agreement may be extended by mutual consent of both parties.

**Section Six: Maintenance**

The City shall, at its sole cost, adequately light, plow, and otherwise maintain or cause to maintain Lot W and Tivoli Garage in a safe condition. WCC shall have no obligations with regard to the operation or maintenance of Lot W and Tivoli Garage. The City shall additionally adequately light, plow, and otherwise maintain, or cause the foregoing to occur, the pathway/walkway on the west side of the Fox River, stretching continuously from the Lot W and Tivoli Garage to the New WCC Aurora Campus.



**Section Seven: Relocation of WCC's Student Parking**

In event Lot W is redeveloped the City has a right to relocate WCC's student parking from Lot W to a similar parking facility (or facilities) within said redevelopment or at a location which is located at a generally equal or lesser distance from the New WCC Aurora Campus as Lot W. In the event of such relocation, it will have no impact on any ongoing payment obligations for the term of this Agreement.

**Section Eight: Insurance**

During the term or duration of this Agreement, WCC shall maintain, at its cost, comprehensive general liability insurance providing coverage for bodily injury, including death, and property damage in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) aggregate with an insurance company acceptable to the City. WCC shall also provide and maintain, at its cost, excess or umbrella insurance providing coverage for bodily injury, including death, and property damage in an amount not less than two million dollars (\$2,000,000.00) with an insurance company acceptable to the City. WCC shall name the City and its trustees, collectively and individually, officers, members, employees and/or agents as additional insured's on the foregoing policies of insurance. Such insurance coverages shall specifically protect both WCC, and the City from bodily injury, including death, and property damage claims which may arise out of this agreement. The foregoing policies of insurance shall provide that coverage will neither be cancelled nor reduced without thirty (30) days prior written notice

to the City. WCC shall provide the City with certificates of insurance for the foregoing policies of insurance as well as the additional insured endorsements naming the City and its trustees, collectively and individually, officers, members, employees and/or agents as additional insured's within thirty (30) days of the execution of this Agreement and/or upon annual renewal or replacement of said insurance. In the event that WCC fails to obtain the foregoing insurance coverages, fails to name the City and its trustees, officers, members, employees and/or agents as additional insured's or fails to provide the City with the foregoing certificate of insurance and foregoing additional insured endorsements within thirty (30) days of the execution of this Agreement, and/or upon annual renewal or replacement of said insurance, this Agreement may be immediately cancelled or otherwise terminated by the City in writing without advance notice.

#### **Section Nine: Cooperation on a Long-Term Parking Arrangement**

WCC and the City of Aurora recognize that the use of Lot W is a temporary measure and that, throughout the Special Use, and Final Plan process it was mutually agreed that the long term parking needs of the New WCC Aurora Campus were to be accommodated off site and that the details would be addressed in a subsequent agreement. The City will cooperate with WCC in every reasonable way to help WCC identify, develop and implement a permanent parking solution for its staff and students in the downtown.

Where feasible, available public parking resources may be utilized to address these long-term parking needs, or a joint parking facility serving both WCC students and/or staff, as well as the general public, may be developed. Should new facilities be required for the sole use of WCC,

they would be at the sole cost of WCC, but the City will lend its full cooperation to the development and construction of such facilities, including processing necessary permits.

**WHEREFORE**, this Intergovernmental Parking Agreement between Waubensee Community College and the City of Aurora is entered into on the later date indicated below and the Parties have executed it through their duly authorized representatives as indicated.

Dated: \_\_\_\_\_

Board of Trustees of Waubensee  
Community College

By: \_\_\_\_\_

Board Chairperson

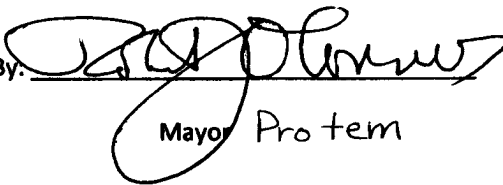
Attest: \_\_\_\_\_

Secretary

Dated: May 24, 2011

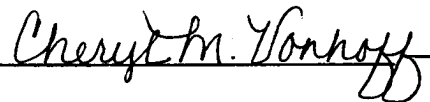
City of Aurora

By: \_\_\_\_\_



Mayor Pro tem

Attest: \_\_\_\_\_



City Clerk



# City of Aurora

Development Services Department • 44 E. Downer Place • Aurora, Illinois 60507-2067  
(630) 256-3010 • FAX (630) 256-3019

**William Wiet**  
Chief Development Officer

**DATE:** May 7, 2011

**TO:** Finance Committee  
Alderman Robert O'Connor, Chairman  
Alderman Lynda Elmore, Member  
Alderman Abby Schuler, Member

**FROM:** William Wiet, Development Services Director

**SUBJECT:** **Resolution Authorizing an Intergovernmental Agreement  
Between the City of Aurora and Waubensee Community  
College Located at 18 South River Street, Aurora Illinois**

## **PURPOSE**

The purpose of this correspondence is to recommend the execution of an Intergovernmental Agreement (IGA) between the City of Aurora and Waubensee Community College for the immediate use of the City's parking facilities with intent to collaborate on a long-term parking solution.

## **BACKGROUND**

In 2008, the City Council approved an IGA with WCC that covered many items associated with the construction/opening of the new WCC Downtown campus, per R08-291. Items covered included: the construction of an upper (by WCC) and lower (by the City) Riverwalk, public right-of-way work, environmental remediation, real estate conveyance, permit waivers and the like.

In the 2008 IGA, the parties mutually agreed that the parking needs for the campus would be negotiated in a separate agreement. This was due, in part, to the desire of the City and WCC to work toward a future public/private partnership parking solution that would benefit numerous downtown stakeholders.

During the Special Use and Final Plan process for the construction of the WCC downtown campus, it was mutually agreed that the long-term parking needs of the new campus be accommodated off site and the details would be subsequently addressed in a separate IGA.

*Cite 5-9-11*

In the interim, the City acquired the former YWCA, demolished the existing building, and is in the process of constructing a temporary parking lot for use by WCC students and the general public. The lot will be referred to as Lot W.

Attached you will find a new Intergovernmental Agreement, which addresses parking for WCC. This IGA proposes a temporary parking solution at the former YWCA property. At the same time, it paves the way for a more permanent solution that will be based upon a cooperative effort that will consider future parking trends and development in the downtown over the next several years and beyond.

Pursuant to the approval of this IGA, WCC has agreed to have its student vacate the Stolp Deck, which then will provide additional parking for downtown patrons. At the same time, City staff has developed a draft downtown parking report with recommendations that would change both lot and street designations and durations. These changes are designed to impact turnover and parking availability.

Seventy-five percent of WCC students spend approximately 3.5 hours at the campus. The new downtown parking recommendations are designed to push WCC students to Lot W, which will be free. Lot W will be a long-term parking lot meant for low turnover.

WCC has for the past several years, under a previous IGA, paid a modest annual fee along (\$15,000) with a reduced hourly rate (\$0.20) for students to park at the Stolp Deck. By the approval of this IGA, that provision is eliminated in favor of the newly created Lot W.

Other highlights of the IGA are as follows:

1. With approval of this Intergovernmental Parking Agreement, Section Nine of the 2008 IGA and the 1994 Parking Agreement in its entirety are rescinded and replaced with this IGA.
2. Tivoli Parking Deck – From the City's limited allocation (250) of Tivoli Lot parking spaces, the City agrees to issue No Charge Parking Passes for up to 105 faculty and staff. Actual locations of spaces may be restricted and determined by Hollywood Casino. Please note that some WCC faculty and staff members currently park at the Tivoli Deck as part of the relocation of "T" Lot vehicles when the City deeded the land over to WCC.
3. City Lot "W" – This is the new designation of the former YWCA northern parking lot as well as the soon-to-be construction parking lot addition. The City agrees to make available to WCC students approximately 360 public parking spaces in Lot W between the hours of 7:00 AM and 10:00 PM.

It is intended that this lot, along with the southern parking lot on the property, as well as the Aucutt parking lot across River Street, be open to the general public at all times, and would be designated as free long-term low turnover parking meant also for downtown merchant parking employees, business patrons and guests. Maintenance and security will be assumed by the city in the same manner customary and typical of other downtown lots.

Lot W does not include the southern parking lot area. That area is proposed to be short-term, high turnover parking intended primarily for business patrons.

4. Future Downtown Events – The City has the ability to use the parking lot for special events that may occur from time to time (typically weekends) so long as the City provides notice to WCC.
5. Initial Payment – WCC shall pay the City an initial lump sum of \$400,000 upon commencement of this agreement.
6. Term – This agreement shall last for four (4) years, with an additional year by mutual consent of both parties and at an additional payment to the City by WCC of \$100,000. The short duration of this agreement recognizes the desire of both the City and WCC to finalize a permanent downtown parking solution.
7. Relocation – In the event Lot W is redeveloped the City has the right to relocate students to a lot located at a generally equal or lesser distance from the WCC Campus.
8. Cooperation on a Long-Term Arrangement – Both WCC and the City recognize that the use of Lot W is a temporary measure (and temporarily satisfied by the agreement) but a long-term downtown parking solution is a necessity and both the City and WCC agree to diligently pursue a permanent solution. This solution would involve a financial contribution by WCC.

## **RECOMMENDATION**

It is recommended that the attached Intergovernmental Parking Agreement between the City of Aurora and Waubensee Community College be approved.

F11.072

**RECOMMENDATION**

TO: THE COMMITTEE OF THE WHOLE


FROM: THE FINANCE COMMITTEE

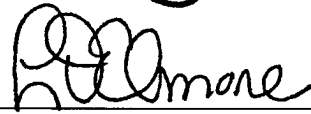
The Finance Committee at their regular Finance Meeting on Tuesday, May 10, 2011


Recommended APPROVAL of A Resolution Authorizing An Intergovernmental Parking Agreement Between the City of Aurora and Waubensee Community College Located at 18 South River Street, Aurora, Illinois

The Vote: 3-0

Submitted By

  
Alderman Robert O'Connor, Chairman

  
Alderman Lynda Elmore

  
Alderman Abby Schuler, Alternate,

Dated this 11th day of May, 2011



CITY OF AURORA, ILLINOIS  
CITY CLERK'S OFFICE



INTEROFFICE MEMORANDUM

DATE: May 25, 2011  
TO: Bill Wiet  
FROM: Cheryl Vonhoff, City Clerk *Cheryl*  
RE: Parking Agreement with Waubonsee - 18 S. River Street

I am forwarding you a copy of R11-127 that authorizes the above-referenced agreement with Waubonsee Community College. Also enclosed is the agreement that has been signed by Alderman O'Connor, Mayor Pro-tem at the May 24, 2011 City Council Meeting.

I would appreciate it if you would have this agreement signed by the appropriate individuals from Waubonsee and have it returned to me for our files. If you have any questions, please contact me.

Enclosure