

EXHIBIT A
AMENDED
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, the City, pursuant to Resolution R11-127 approved an Intergovernmental Parking Agreement with WCC on May 24, 2011 to consider a temporary parking solution while both the City and WCC work cooperatively on a permanent parking solution; and

WHEREAS, WCC has completed 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: Rescission 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)~~ five (5) years from the commencement date, ~~years~~ with three (3) additional annual extensions by mutual consent of both parties. ~~Within thirty (30) days of the execution of this amended parking agreement, WCC shall provide the City of Aurora the sum of \$100,000, which shall constitute the total payment for the initial term and any mutually-agreed upon extensions, to be used in support of the ongoing WCC student parking program, including maintenance and repair of existing parking lots beyond the initial four year term, maintaining a safe and secure environment for students, and o/or future City efforts in the study and design for permanent parking solutions.~~ ~~If a permanent parking solution is finalized, the Agreement may be extended for one year at a cost to WCC of \$100,000. Should 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 Waubonsee 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: _____

City of Aurora

By: _____

Mayor

Attest: _____

City Clerk