

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4d
	Title:	Recommendation to Approve a Resolution Authorizing the Execution of a Shared Parking Agreement with St. Charles Public Library	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee		Date: May 13, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>In 2023-24, the City conducted a parking needs and operations study for downtown on-street and off-street parking. The study focuses on inventory, occupancy, adequacy, operations, technology, wayfinding, enforcement, and made recommendations to improve the downtown parking experience. One recommendation included in the study was to expand the St. Charles parking supply by entering into shared parking agreements with property owners that control downtown parking lots. The shared parking agreements would convert the privately-owned lots into public parking during times there would not be interference with the private entity's hours of operation.</p> <p>In an effort to create a better parking experience for the downtown, City staff has been working with the Library staff craft a shared parking agreement. The key points of the share parking agreement with the St. Charles Public Library is below:</p> <ul style="list-style-type: none"> • The portion of the Library's parking lot, identified as Exhibit "B" of the agreement would be converted into public parking limited to the days and hours of Fridays between the hours 8pm to 2am and Saturdays between the hours 5pm to 2am. • On an annual basis, the City would reimburse the Library for 7% for maintenance costs related to snow removal, pavement patching, pavement sealing and marking to define stalls, limited to the Public Parking Easement Area. This annual reimbursement shall not exceed \$10,000 in a single fiscal year/calendar year, however, the total amount is expected to be much less the maximum amount. City Staff would not be responsible for coordinating any snow removal or maintenance work. • This would be a three-year agreement, however, each entity would have the right to terminate with 90-day notice. • The City shall be responsible for installation and maintenance of public parking signs and other necessary wayfinding signage <p>City staff would with Library staff to create the proposed shared parking agreement. The proposal has not been reviewed or approved by the Library board. If this agreement is approved by the Planning and Development Committee it would be approved by the Library Board before coming back to City Council for final approval.</p>			
Attachments (please list):			
DRAFT - Shared Parking Agreement with St. Charles Public Library			

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve a Resolution Authorizing the Execution of a Shared Parking Agreement with St. Charles Public Library

Prepared by and Mailed to:

City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

For Recorder's Use Only

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("Agreement") made and entered into this _____ day of May, between the CITY OF ST. CHARLES, Kane And DuPage, Illinois, an Illinois municipal corporation, hereinafter referred to as the "City," and the St. Charles Public Library, an Illinois public library district, hereinafter referred to as the "Library."

WITNESSETH

WHEREAS, the CITY deems it necessary to provide additional public parking spaces for the Central Business District; and

WHEREAS, the LIBRARY is desirous of providing additional public parking which would be available for public use on property it owns which is legally described as in EXHIBIT "A" ("Property").

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereto, it is hereby agreed by and between the CITY and LIBRARY as follows:

SECTION 1. Public Parking Easement over Property. For the term of this Agreement, the Library hereby grants, gives, and conveys to the City a non-exclusive easement on, over and across a portion of the Property for use by the general public for the parking of motor vehicles in the parking spaces designated thereon and ingress and egress to and from said parking spaces, as depicted and described on EXHIBIT "B", attached hereto and made a part hereof ("Public Parking Easement Area"). No barrier, curb or other improvements shall be erected in, on or above the Property or otherwise which would prohibit or prevent ingress or egress to and from said Public Parking Easement Area by motor vehicles or pedestrians or the exercise of any easement rights granted to the City herein on the Property. Said Public Parking Easement Area shall be subject to the additional terms and conditions set forth herein. Any additional rights or easements granted by the Library over the Public Parking Easement Area and the Property shall not interfere with the City's use of said Public Parking Easement Area, as may be provided for under this Agreement.

SECTION 2. Public Parking Permitted Time. Public parking time for the Public Parking Easement Area is limited to the days and hours of Fridays between the hours 8pm to 2am and Saturdays between the hours 5pm to 2am ("Public Parking Permitted Time").

SECTION 3. Special Event Closure. The Library reserves the right to adjust the Public Permitted Parking Time for a given weekend upon one-month prior notice to the City for the purpose of any event in which the Public Parking Easement Area is necessary to accommodate for any Library special events.

SECTION 4. Public Parking Signage. The City shall be responsible for installation and maintenance of Public Parking Signs and other necessary wayfinding signage, as shown on EXHIBIT B. Signage shall be reviewed and approved by Library prior to installation.

SECTION 5. Maintenance of the General Parking Area. The City shall, on an annual basis, reimburse the Library for 7% for maintenance costs related to snow removal, pavement patching, pavement sealing and marking to define stalls, limited to the Public Parking Easement Area. This annual reimbursement shall not exceed \$10,000 in a single fiscal year/calendar year.

SECTION 6. Term of the Agreement. This Agreement shall be effective as of the date set forth above and shall continue through December 31, 2025. Upon mutual agreement of the Parties, this Agreement may be extended for successive three (3) year periods (each a "Renewal Term") such mutual agreement to be evidenced by an extension agreement executed by both Parties and recorded with the Office of the Recorder for Kane County, Illinois. In order to give effect to this provision, no less than 90 days before expiration of the Initial Term or any Renewal Term, each party shall send notice to the other as to such party's intent to interest in extending the Term. Within ten (10) business days of the first of such notices to be sent, the parties shall meet and confer to determine whether such mutual agreement can be reached.

Termination by Either Party: Either party may terminate this Agreement by providing written notice to the other party at least ninety (90) days prior to the intended termination date. Upon receipt of such notice, both parties shall make reasonable efforts to fulfill any outstanding obligations under this Agreement prior to the termination date.

SECTION 7. Indemnification. For injuries or property damage occurring during the Term of the Agreement and except for the Library's negligence or willful misconduct, the City will indemnify and hold the Library harmless from any liabilities, losses, damages, expenses, suites, judgments, reasonable counsel fees and all reasonable costs of defense whatsoever for personal injuries or property damage arising during the course of this agreement arising out of the use, maintenance, ad operation of the Public Parking Easement Area that is the subject of this Agreement. The city agrees to obtain and maintain commercial general liability insurance for the use of the Public Parking Easement Area as created by this Agreement, naming the Library as an additional insured and produce evidence annually of such insurance. Such insurance shall include an "each occurrence" limit of not less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000.00). Notwithstanding the foregoing, the City reserves the right to self-insure for the benefit of the Library, to the extent stated above.

SECTION 8. Covenants Running with the Land; Recording. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. A fully executed copy of this Agreement shall be recorded with the Office of the Record, Kane County, Illinois.

SECTION 9. Interpretation. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto.

SECTION 10. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by (a) personal delivery, (b) electronic communications, between 9:00 a.m. and 5:00 p.m. CST Monday through Friday, (c) overnight courier, (d) registered or certified first-class mail, post prepaid, return receipt requested, or (e) priority mail with delivery confirmation. The parties expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Agreement. All notices shall be sent to the person and address set forth below:

If to the Library: _____

Email: _____

If to the City: City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
Attn: Administrator
Email: hmcguire@stcharlesil.gov

or such other address as either party may from time to time designate upon thirty (30) days' prior written notice to the other. Any notice given under this Agreement shall be in writing and deemed received when personally delivered, transmission of e-mail or other electronic transmission, or received by overnight mail.

SECTION 11. Miscellaneous.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

b. The headings of the articles, sections, paragraphs, subparagraphs, subdivisions, and subsections of this Agreement are for the convenience of reference only, are not to be considered a part hereof and do not limit or otherwise affect any of the terms hereof.

c. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision is ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

d. Whenever the singular or plural number, or the masculine, feminine, or neutral gender is used herein, it legally includes the other.

e. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by all of the parties.

f. This Agreement does not create an association, partnership, joint venture or a principal and agency relationship between the parties.

g. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

SECTION 12. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit "A"	Library Legal Description
Exhibit "B"	Public Parking Easement Area

IN WITNESS WHEREOF, the parties hereby have executed this Shared Parking Agreement as of the date first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Mayor Lora A. Vitek

Attest: _____
Nancy Garrison, City Clerk

ST. CHARLES PUBLIC LIBRARY DISTRICT, an Illinois public library district

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, a Notary Public, do hereby certify that Lora A. Vitek, the Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of the City of St. Charles, each personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such Mayor and Clerk of said City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

My commission expires:

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, a Notary Public, do hereby certify that _____, the _____ of the St. Charles Public Library District, and _____, _____ of the St. Charles Public Library District, each personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such _____ and _____ of said Library District, as their free and voluntary act, and as the free and voluntary act and deed of said Library District, for the purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

My commission expires:

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

St. Charles Public Library Property:

PARCEL ONE: LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 9 OF THE ORIGINAL TOWN OF ST. CHARLES (EXCEPT THAT PART OF SAID LOTS 4 AND 5 LYING WESTERLY OF THE EAST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1723758 AND ALSO EXCEPT THAT PART OF SAID LOT 4 LYING WESTERLY OF THE EAST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 96K038592); THE NORTH HALF OF VACATED WALNUT AVENUE LYING BETWEEN FIFTH AVENUE SOUTH AND SIXTH AVENUE SOUTH (EXCEPT THE WESTERLY 3.0 FEET THEREOF); VACATED SIXTH AVENUE SOUTH LYING SOUTHERLY OF THE NORTHERLY LINE EXTENDED EASTERLY OF BLOCK 9 IN SAID ORIGINAL TOWN OF ST. CHARLES AND NORTHERLY OF THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 9, AND ALSO; LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 15 OF MINARD, FERSON AND HUNT'S ADDITION TO ST. CHARLES (EXCEPT THAT PART OF LOT 1 LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 96K042195), ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 16 OF MINARD, FERSON AND HUNT'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN: _____

EXHIBIT "B"

GENERAL PUBLIC PARKING AREA

