

RESOLUTION NO. 24 - ___

**A RESOLUTION
AUTHORIZING THE EARLY TERMINATION OF THE
JUNE 20, 2006 PARKING AGREEMENT BETWEEN
THE CITY OF NAPERVILLE AND NORTH CENTRAL COLLEGE**

Recitals

1. **WHEREAS**, the City of Naperville (“City”), is a home rule municipality in accordance with Article VII Section 6(a) of the Constitution of the State of Illinois of 1970; and
2. **WHEREAS**, on or about 2006, North Central College (“NCC”) constructed an approximately 58,000 square foot fine arts center (“Wentz Hall”) at the northwest corner of Chicago Avenue and Ellsworth Street, in Naperville; and
3. **WHEREAS**, at that time, due to concerns over the impact Wentz Hall would have on the availability of downtown parking, the City and NCC entered into a 20-year agreement whereby NCC agreed to financially contribute to the downtown parking supply; and
4. **WHEREAS**, based on the agreement, NCC is required to contribute a fee per ticket for events as compensation for using the City’s Central Parking Facility. The fee agreement was entered into based on anticipated ticketed events, with an annual minimum fee of \$13,000; and
5. **WHEREAS**, based on the established ticket fee of approximately \$0.50 per ticket, NCC would have to have sold at least 26,000 tickets annually to offset the annual minimum fee; and
6. **WHEREAS**, for the past 16 years NCC has honored the agreement and has contributed the annual minimum fee of \$13,000 per year to the City for the downtown parking supply; and

7. **WHEREAS**, the agreement is scheduled to expire in 2028, unless the City exercises its option to renew the agreement for another 20 years; and
8. **WHEREAS**, NCC recently shared that since the original agreement was signed, circumstances have changed for both the City and NCC; and
9. **WHEREAS**, NCC has increased parking on campus by 758 spaces since 2000, including the addition of the 542-space Parking Pavilion which opened in January 2024, resulting in a net increase of 439 designated campus parking spaces.
10. **WHEREAS**, most of the events in Wentz Hall are in the evening when classes are not in session, so on-campus parking spaces are available for those attending fine and performing arts events at Wentz Hall; and
11. **WHEREAS**, during this same period, the City has also expanded its parking capacity near Wentz Hall; and
12. **WHEREAS**, when the Wentz Hall originally opened, NCC envisioned hosting 50-plus events yearly with well-known national artists. However, in spring 2024, NCC announced that its presented performance series would end with the conclusion of the final show in May 2024; and
13. **WHEREAS**, NCC has determined that its financial resources would be better served fulfilling the College's mission in service to its students and although NCC will continue to present student performances and rent out the space to third parties, the scale of those events and audience sizes will be significantly less than what was envisioned almost 20 years ago; and
14. **WHEREAS**, based on the foregoing, NCC is requesting that the City agree to terminate the parking agreement four years early; and

15. **WHEREAS**, City staff has analyzed the totality of circumstances described herein including the current and future anticipated parking impact of Wentz Hall and supports NCC's request to terminate the parking agreement four years early; and
16. **WHEREAS**, the City has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law for the purpose of achieving such objectives; and
17. **WHEREAS**, the Corporate Authorities of the City, after due and careful consideration, have determined that it is in the public interest to authorize The City Manager to act on behalf of the City and negotiate and execute an early termination of the parking agreement between the City of Naperville and North Central College.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority as follows:

SECTION 1: That the above and foregoing Recitals are incorporated as findings of fact in this Resolution.

SECTION 2: The City Manager is authorized to act on behalf of the City and negotiate and execute an early termination of the parking agreement between the City of Naperville and North Central College.

SECTION 3: This resolution shall be in full force and effect upon its passage and approval.

ADOPTED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

ATTEST:

Scott A. Wehrli
Mayor

Dawn Portner
City Clerk