

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE VILLAGE OF OAK PARK,  
COOK COUNTY, ILLINOIS, AND OAK  
PARK/RIVER FOREST HIGH SCHOOL DISTRICT  
NUMBER 200, COOK COUNTY, ILLINOIS**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “**Intergovernmental Cooperation Agreement**”) is hereby made and entered into as of the \_\_\_\_\_ day of February, 2003 by and between the VILLAGE OF OAK PARK, Cook County, Illinois, a municipality and political subdivision of the State of Illinois and a “home rule unit” pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 (the “**Village**”), and OAK PARK & RIVER FOREST HIGH SCHOOL DISTRICT NUMBER 200, Cook County, Illinois, a high school district and body politic and corporate of the State of Illinois (“**School District**”).

**WITNESSETH:**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois, 5 ILCS 220/5, authorize the Village and the School District to contract to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority which any of such public agencies is authorized to perform; and

**WHEREAS**, the Village Board has determined that it is in the public interest to construct a parking garage in the vicinity of Lake Street and Scoville Avenue in the Village; and

**WHEREAS**, the School District owns a parcel of vacant property on the northwest corner of the intersection of Lake Street and Scoville Avenue (the “**Subject Property**”), legally described in Exhibit A hereto; and

**WHEREAS**, the Board of Education of the School District has determined that a parking garage at the location of the Subject Property will serve the needs of the School District and the community by providing badly needed parking facilities; and

**WHEREAS**, the School District is authorized by Section 22.11 of the School Code (105 ILCS 5/10-22.11) to lease, to a municipality, School District property not required for school purposes for a period of not to exceed twenty-five (25) years and is authorized by Section 22.12 of the School Code (105 ILCS 5/10-22.12) to lease, from others, private property necessary for school purposes, for a period of not to exceed ninety-nine (99) years; and

**WHEREAS**, the School District is willing to lease the Subject Property to the Village, on terms and conditions hereinafter set forth, to permit the Village to construct a parking garage (the "Garage") thereon, in the manner hereinafter described, and to lease the Garage from the Village on terms hereinafter set forth;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the Village and the School District agree as follows:

1. **Recitals.**

The foregoing recitals are incorporated herein as though fully set forth.

2. **Ground Lease.**

The School District grants to the Village a non-exclusive lease of the Subject Property for a period of twenty-five (25) years from the effective date of this Agreement and authorizes the Village to construct, operate and maintain thereon a parking garage in accordance with the engineering plans attached hereto as Exhibit B, and incorporated

herein. The lease may be renewed for additional periods of not to exceed ten (10) years each by agreement of the parties hereto.

3. **Building Lease.**

The Village grants to the School District an exclusive lease of three hundred (300) spaces, on the days and during the hours specified in Section 7 hereof, in the Garage to be constructed on the Subject Property for a period of twenty-five (25) years from the effective date of this Agreement, for the purpose of parking of vehicles operated by such School District employees as may be authorized by the School District. The lease may be renewed for additional periods of not to exceed ten (10) years each by agreement of the parties. The School District shall not reserve spaces for, or sublease spaces to, any person or entity other than its own employees.

4. **Contribution of the School District**

The Village shall pay all costs of design and construction of the Garage. The School District agrees to contribute the sum of three hundred thousand dollars (\$300,000.00) to the Village for construction costs and for payment of any and all parking permit fees which may accrue during the life of this Agreement.

5. **Design.**

The Village shall prepare, or cause to be prepared, design drawings of the Garage, consistent with the preliminary design drawings attached hereto as Exhibit C and incorporated herein, and submit such design to the School District for approval. The design shall be for a two-level (one-and-one-half levels above ground, expandable to three levels) structure of pre-cast concrete providing parking for not less than 300 vehicles. The design shall provide for vehicular ingress and egress only from Scoville

Avenue. The design shall include appropriate lighting and light-spillage control, access control, security features and landscaping.

6. **Bidding and Contracting.**

The Village shall prepare, or cause to be prepared, bid specifications, shall solicit bids, select responsible contractors, execute all contracts in the name of the Village, and supervise all construction, in cooperation with and subject to the reasonable approval of the School District and in consultation with the School District's on-site representatives.

7. **Employee Parking.**

(a) School District employees shall be permitted to park in the Garage free of charge at all times. The parties hereto may from time to time determine the method to be used to identify vehicles which are entitled to park free of charge. School employees shall have exclusive use of the Garage between six (6) a.m. and four (4) p.m. on faculty attendance days.

(b) In consideration of the contribution specified in Section 4 hereof, the Village grants to all School District employees the right to park free of charge in designated spaces on streets at the perimeter of the school campus, as shown on Exhibit D hereto, between six (6) a.m. and four (4) p.m. on faculty attendance days. At the beginning of each school year, the School District Director of Operations shall notify the Village Supervisor of Parking Enforcement of the designated faculty attendance days. The Village shall erect and maintain appropriate signs designating these areas as reserved for School District employees, and enforce such regulations. The parties hereto may from time to time determine the method to be used to identify vehicles which are entitled to park free of charge in permit areas.

8. **Public Parking.**

The public shall be permitted to park in the Garage on such terms as the Village from time to time may determine, between four (4) p.m. and six (6) a.m. on faculty attendance days and at any time on all other days.

9. **Parking Revenue.**

The Village shall collect and retain any and all revenue generated by parking fees.

10. **Indemnification and Insurance**

(a) The Village shall indemnify, defend and hold harmless the School District against any claim of loss or injury arising out of the construction of the Garage, except any injury proximately caused by the willful and wanton misconduct of the School District, acting through its officers. The Village shall provide for property and liability insurance covering the Garage in the same manner as the Village insures other Village facilities and shall include the School District as an insured. The School District shall provide for auto and liability insurance covering the land in the same manner as the School District insures its other premises, and shall include the Village as an insured.

(b) Nothing contained herein shall be taken as altering, changing, modifying, enlarging or diminishing any right, obligation, duty, privilege or prerogative of any party to seek indemnification or contribution from any other party as may be permitted by law. It is understood and agreed that neither party to this Agreement shall be legally liable for negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Agreement shall not be construed either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

11. **Security.**

The Village shall install, maintain and operate security cameras or other such security monitoring devices in and around the Garage in the same manner as the Village provides security in other Village facilities, and shall monitor such security devices at all times.

The Village shall have primary responsibility for responding to emergency situations involving the Garage facilities at all times. School District security personnel shall assist Village emergency personnel when possible, and may conduct such security checks or investigations as may be appropriate. Any student who may be involved in a disciplinary infraction on the premises of the Garage shall be subject to School District disciplinary procedures in the same manner as on all other areas of the campus.

12. **Maintenance and Repair.**

The Village shall be primarily responsible for major maintenance, snow and ice control, repair and capital improvement of the Garage, shall pay all utilities, shall keep the Garage in good repair at all times, and shall not permit the Garage to become unsightly or unsafe.

The School District shall be responsible for routine upkeep, such as cleaning, and replacement of light bulbs, and shall be primarily responsible for maintenance of landscaping.

13. **Removal.**

Upon expiration of the original lease period or any extension thereof, the Village shall, at the option of the School District, either demolish the Garage and restore the Subject Property to its prior condition at the expense of the Village, or convey ownership of the Garage to the School District. If at any time the Garage is damaged to the extent of fifty percent (50%) or more of its cost of replacement, the Village, at its option, shall either

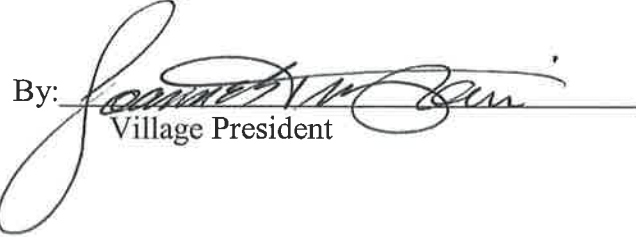
demolish the Garage and restore the Subject Property to its prior condition, or replace the Garage, in either case at the expense of the Village.

14. **Agreement as to Parking Plan**

The parties hereto acknowledge that the terms of this Agreement are an integral part of a larger Plan for accommodating the demand for parking in the neighborhood of the school campus. Other parts of the Parking Plan include the terms of Ordinance No. 2003-O-07, providing for permit parking at the perimeter of the school campus, and an agreement between the School District and Pilgrim Church for use of the Church parking lot. The Village agrees that, during the term of this Agreement, the Village shall not diminish or relocate the permit parking designated in the Ordinance, without approval of the School District, unless the Village designates an equal number of parking spaces for school employees in an equally convenient location, on the same terms of use applicable to the spaces designated in the Ordinance. The School District agrees that, during the term of this Agreement, the School District shall maintain in effect a lease with Pilgrim Church for use of Church parking facilities, unless the Church elects not to renew the lease on terms comparable to those in effect as of the date of this Agreement, subject to reasonable periodic cost increases. In the event the School District elects to voluntarily abandon use of the Church parking facilities, the School District shall provide an equal number of off-street parking spaces for parking by its employees.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Cooperation Agreement to be executed and attested by their proper officials thereunto duly authorized and their official seals to be hereto affixed, all as of the date first above written.

**VILLAGE OF OAK PARK**  
Cook County, Illinois

By:   
Village President

**ATTEST:**

  
Village Clerk

[SEAL]

**OAK PARK/RIVER FOREST HIGH  
SCHOOL DISTRICT NUMBER 200**  
Cook County, Illinois

By:   
President, Board of Education

**ATTEST:**


  
Secretary, Board of Education



EXHIBIT A

Legal description: Lots 10, 11, 12, 13, 14, 15, and 16 in Block 28 in the Village of Ridgeland, a subdivision of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of Section 7 and the Northwest  $\frac{1}{4}$  and the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 16-07-221-008-0000

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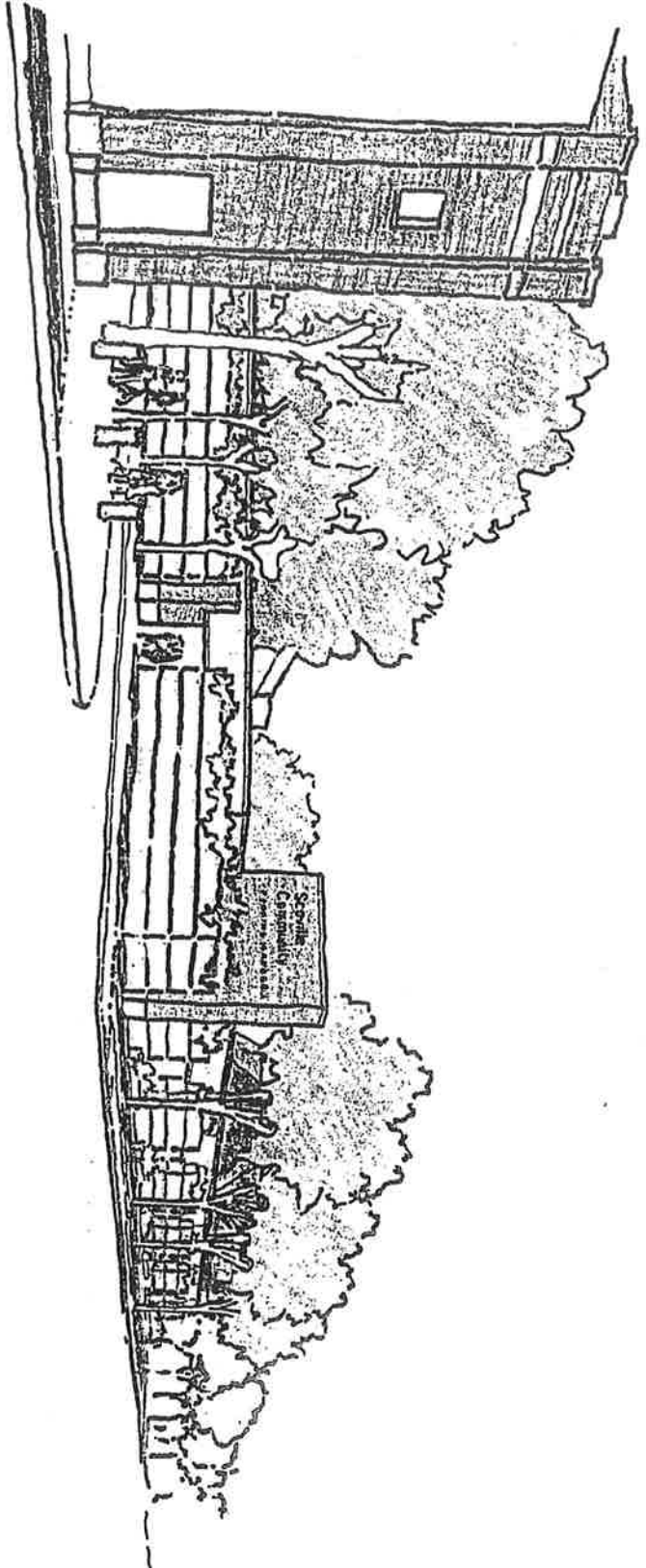
## **Exhibit B**

A full set of engineering plans is available for review with District 200 Superintendent, Susan Bridge, with Village Manager, Carl Swenson, and with Village Engineer, Jim Budrick.

# **Proposed Community Parking Garage**

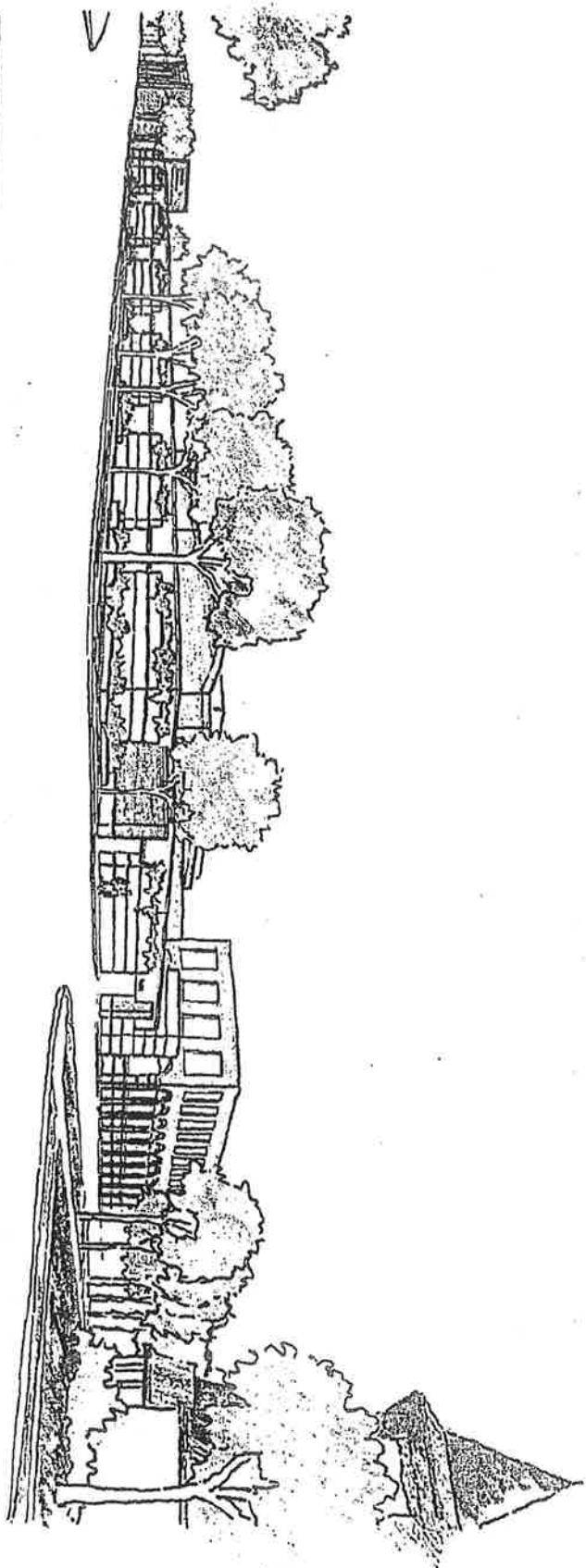
**Lake Street and Scoville Avenue**





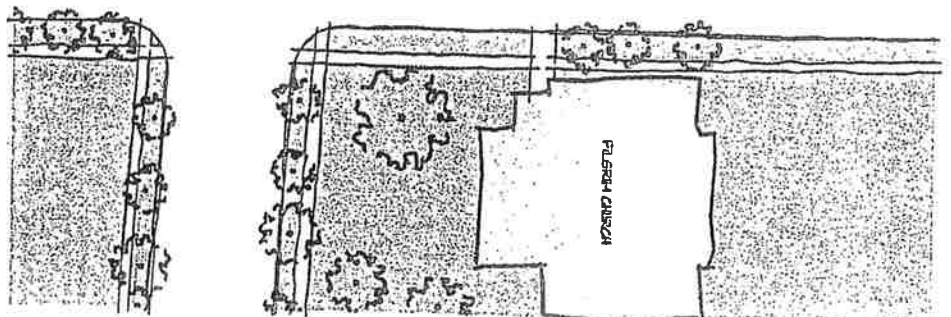
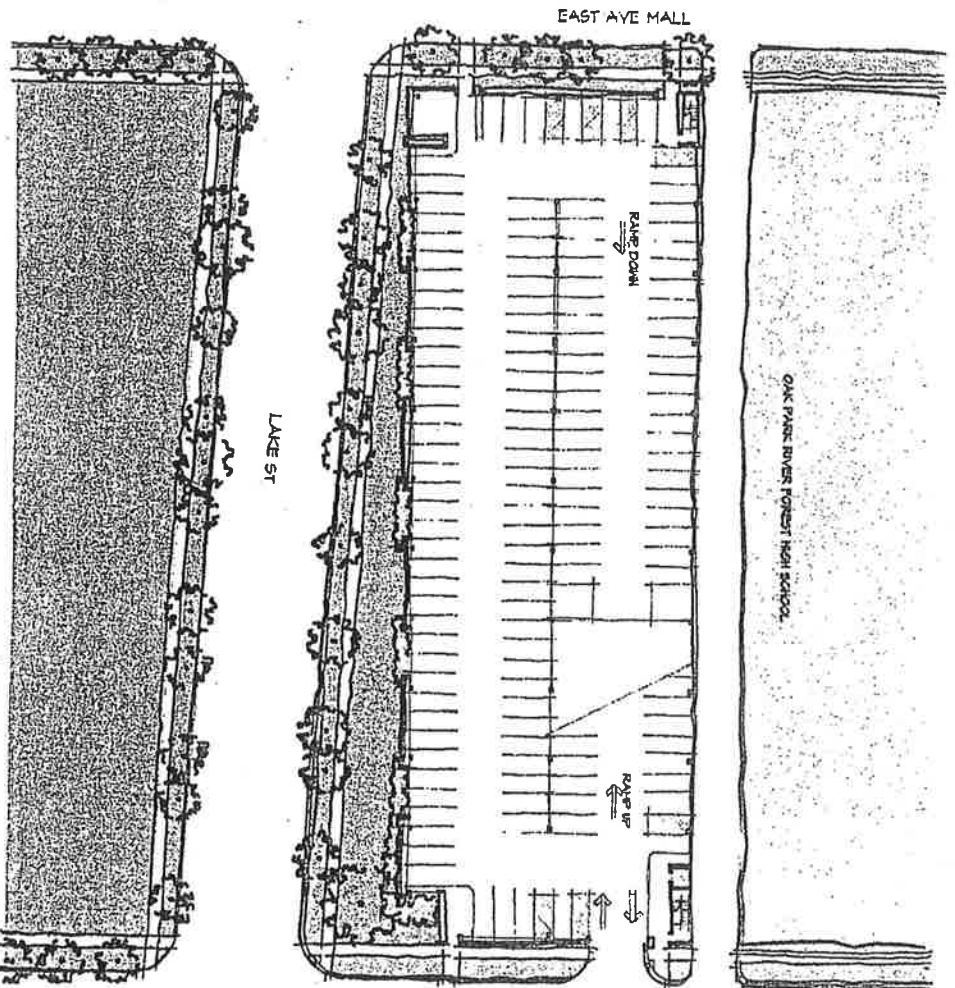
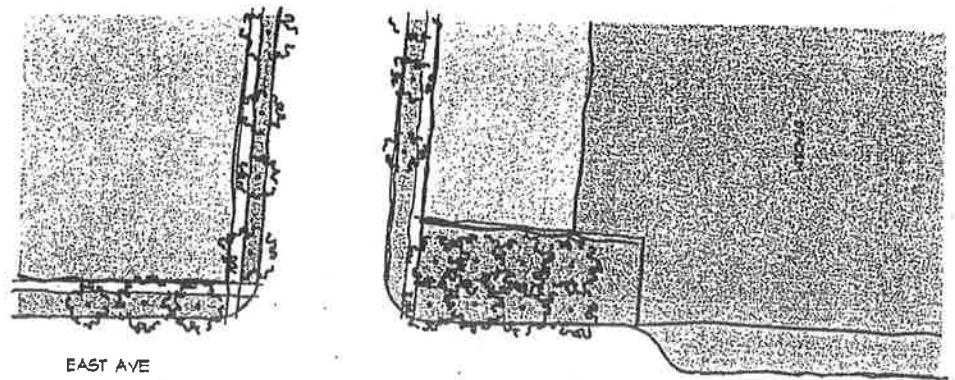
View Northeast  
@ East Avenue



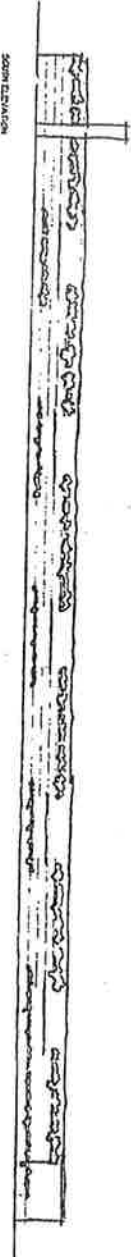
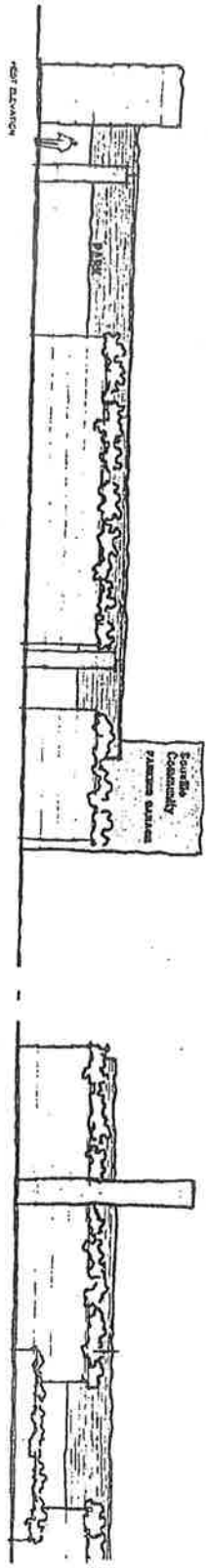


View Northwest  
@ Scoville

# FLOOR PLAN



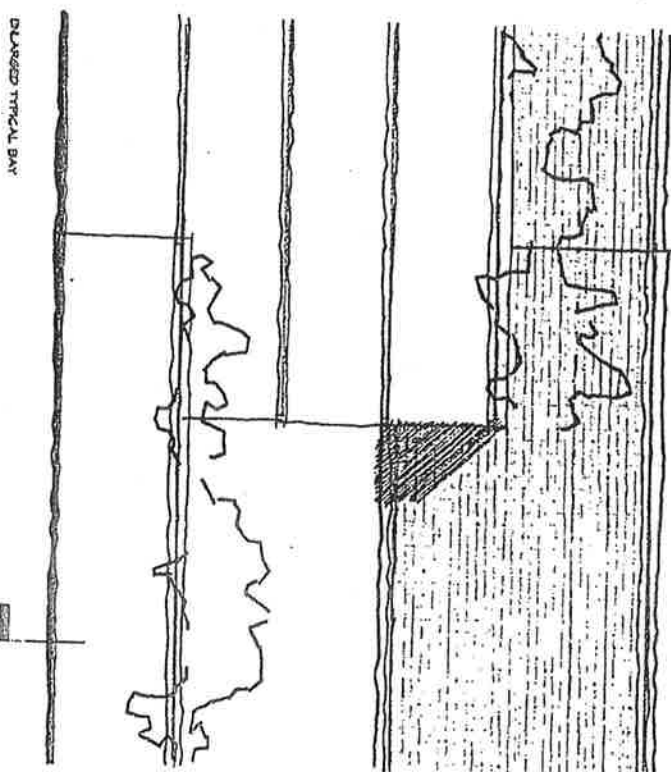
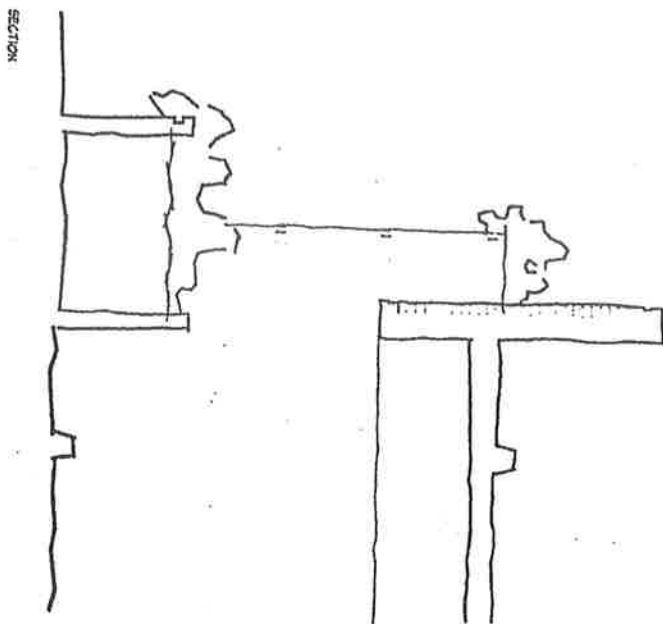
09/22/2005



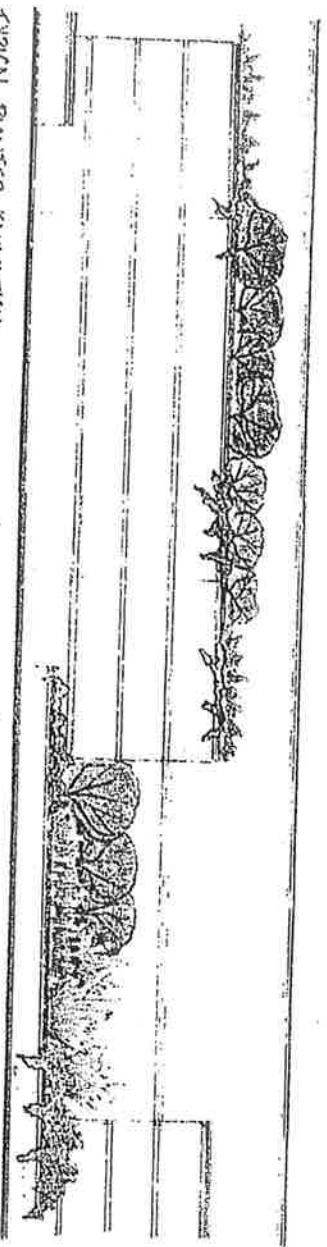
# ELEVATIONS



# PLANTERS

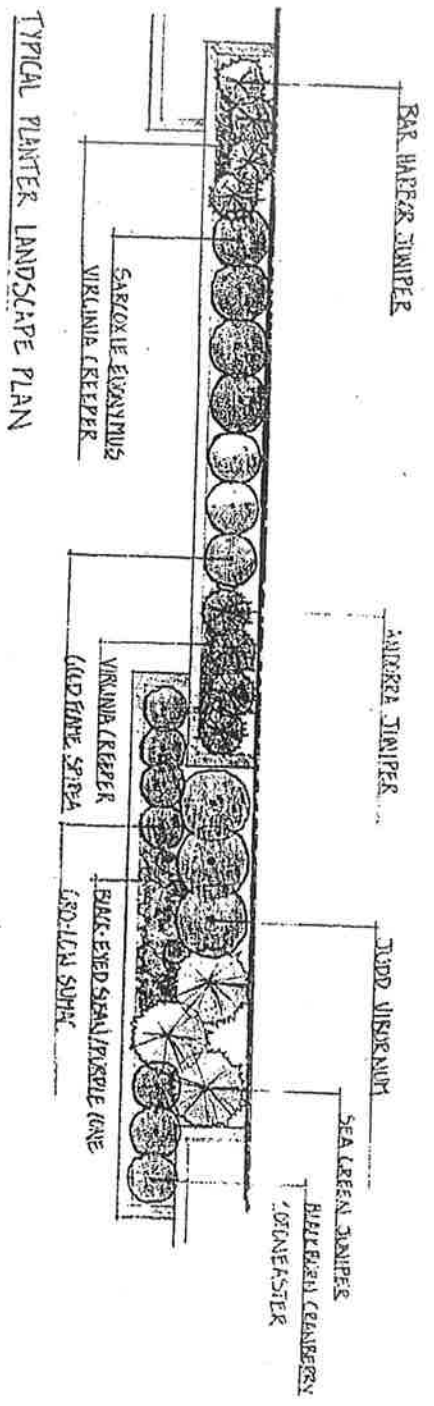






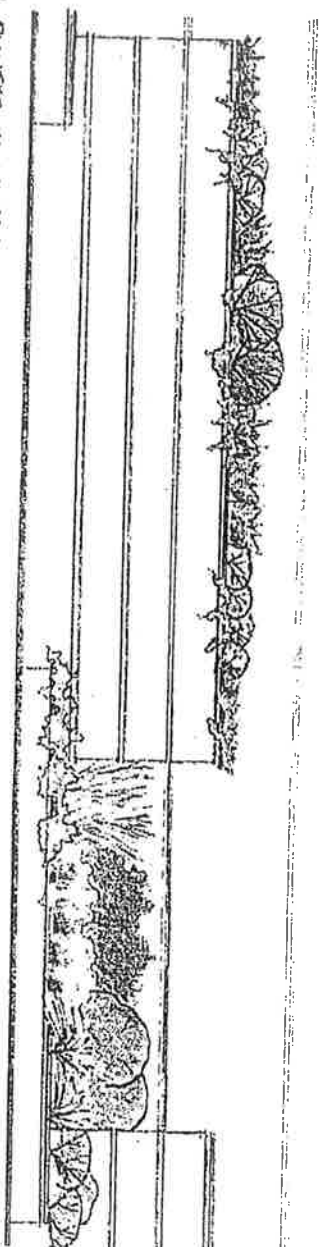
TYPICAL PLANTER ELEVATION

1' 0"



TYPICAL PLANTER LANDSCAPE PLAN

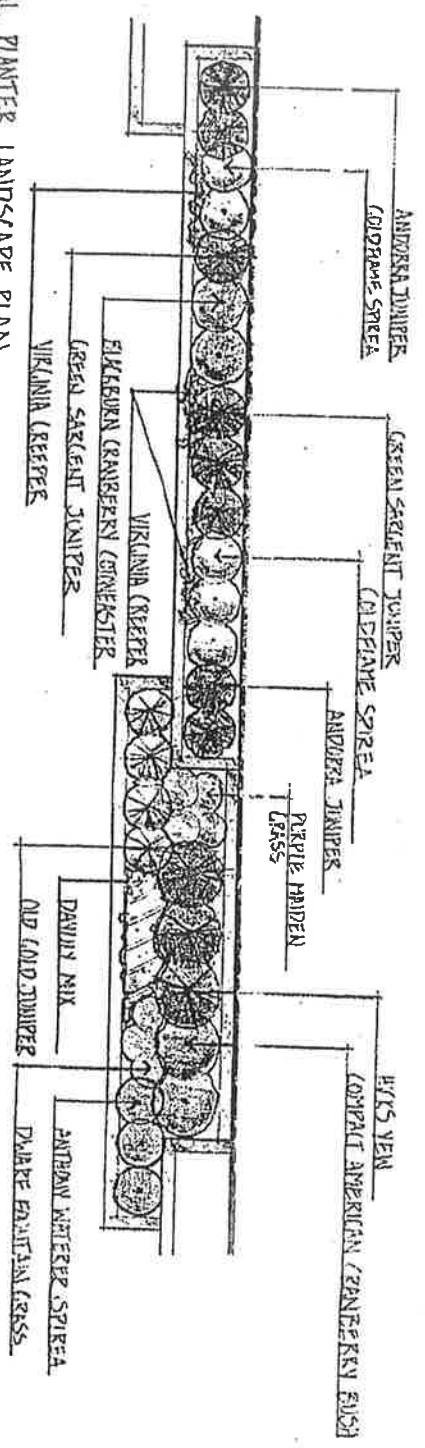
# LANDSCAPING DETAIL



TYPICAL PLANTER ELEVATION

SCALE: 3/4" = 1'-0"

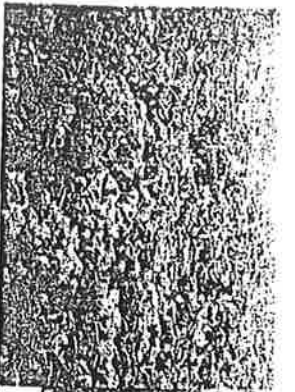
TYPICAL PLANTER LANDSCAPE PLAN



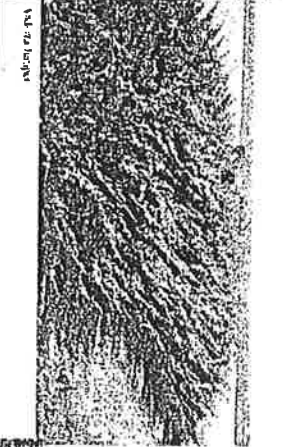
# LANDSCAPING DETAIL



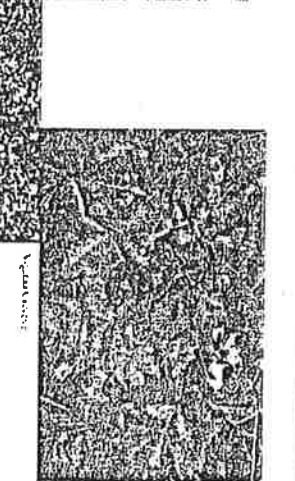
# LANDSCAPING



Yellow Wood Sorrel



Red Top Dogwood



Yellow Wood



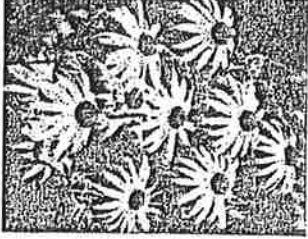
White Wood Sorrel



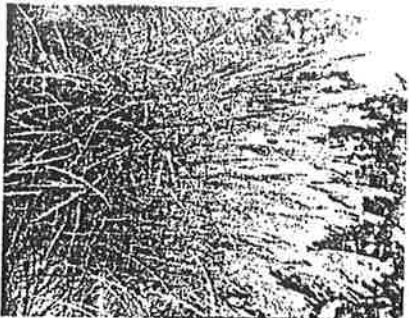
Red Top Dogwood



Yellow Wood



Yellow Wood



Purple Wood Sorrel



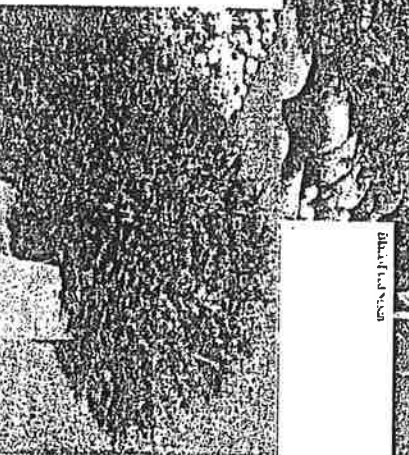
Purple Wood Sorrel



Purple Wood Sorrel



Purple Wood Sorrel



Purple Wood Sorrel

EXHIBIT D

2003-0-07

ORDINANCE AUTHORIZING PERMIT PARKING

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, in accordance with the Home Rule Powers granted to it under Article VII, Section 6 of the Constitution of the State of Illinois (1970), as amended, as follows:

A. Findings

1. That because of excessive parking demands in the Oak Park and River Forest High School area by employees and students using residential streets for parking of vehicles to use the high school, it is in the best interest of the Village:
  - a. to reserve the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" which are adjacent to residential frontages for the use of residents;
  - b. to allow limited parking relief for employees on those portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and Exhibit "C" in the area not having residential frontage; and
  - c. to allow limited parking relief for students on those portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" not having residential frontage.
2. That restricting parking on those portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" with residential frontage to the use of adjacent residents and providing limited employees and student parking on streets adjacent to Oak Park and River Forest High School and on east-west streets in locations which are not adjacent to residential frontages will reduce hazardous traffic conditions resulting from the uncontrolled use of streets within areas

zoned for residential uses for the parking of vehicles by persons using the high school; will protect those districts from polluted air, excessive noise, and trash and refuse caused by the entry of such vehicles; will protect the residents of those districts from unreasonable burdens in gaining access to their residences; will preserve the character of those districts as residential districts; will promote efficiency in the maintenance of those streets in a clean and safe condition; will preserve the value of the property in those districts; and will preserve the safety of children and other pedestrians and traffic safety, and the peace, good order, comfort, convenience and welfare of the inhabitants of the area.

**B. Parking Permits**

1. The streets set forth on the map attached hereto as "Exhibit A" are hereby designated as either eligible permit parking areas for residents established by the procedure under paragraph 4 herein or established permit parking areas for employees or permit parking areas for students prior to completion of construction of either a new parking garage or parking lot on the presently vacant High School property adjacent to and north of Lake Street between Scoville Avenue on the east and East Avenue on the west.
2. The streets set forth on the map attached hereto as "Exhibit B" are hereby designated as either eligible permit parking areas for residents established by the procedures of paragraph 4 herein or established permit parking areas for employees or permit parking areas for students upon completion of construction of a new parking garage at the location set forth in Section B.1 above.
3. The streets set forth on the map attached hereto as "Exhibit C" are hereby designated as either eligible permit parking areas for residents established by the procedures of paragraph 4 herein or established permit parking areas for employees or permit parking areas for students upon completion of a parking lot at the location set forth in Section B.1 above.

4. The procedure for establishing residential permit parking in the eligible areas designated in "Exhibit A", "Exhibit B" and "Exhibit C" is for 75% of the owners of properties in the block to sign and deliver to the Village Clerk a petition requesting such residential parking permits on the eligible residential permit parking street frontage of the block. More than one owner of a property shall be counted as one owner for purposes of calculating the 75% of owners of property signing the petition.
5. Permits will be issued by the Village to employees and students at Oak Park and River Forest High School who present current certificates issued by the High School, certifying that the person is currently an employee or student at the High School, which certificate will allow them to park on the streets surrounding Oak Park and River Forest High School ("O.P.R.F.H.S.") and set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" and on designated east-west streets in areas not adjacent to residential frontages in the permitted area from 6:00 A.M. to 4:00 P.M., Monday through Friday during the school year, beginning on August 15<sup>th</sup> of each year and ending on June 15<sup>th</sup> of each year. No such permit shall be issued for employees or student permit parking in front of any lot having a residence fronting on the east-west street.
6. Permits will be issued to residents on an annual basis, allowing them to park one car per dwelling unit on designated portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" from 6:00 A.M. to 4:00 P.M., Monday through Friday during the school year.
7. Current parking restrictions will remain in effect in the permit parking area, but the permits will supersede any 8:00 A.M. - 10:00 A.M. or Two Hour parking limit.
8. There is hereby created an Implementation Committee comprised of the stakeholders with regard to the OPRFHS staff and student parking plan including representatives of the adjacent residential neighborhoods, churches and institutions and representatives of the High School and Village. It shall be the responsibility of the

Manager or his designee to extend invitations to persons and entities in the above categories to participate on the Implementation Committee.

The Committee shall remain in place until the parking plan has been fully implemented and shall participate with Village staff in defining the implementation issues developing implementation schedules and managing strategic outcomes and timetables.

It shall further be the responsibility of the Implementation Committee to provide monthly progress reports to the Village Board for the duration of the project.

C. Fees

Fees for parking permits for students and employees shall be \$5.00 a month per vehicle. Fees for parking permits for residents shall be \$10.00 a year per vehicle. Fees for disposable, temporary one-day visitor parking permits shall be available to residents of residential permit parking areas for their guests and shall be 10 cents each. Fees are established solely to cover the costs of administering the permit parking program.

D. Designation of Permit Spaces

The Public Works Department shall post signs in the permit parking area indicating the designated permit parking spaces and further indicating that no person shall park in such a space or area without a permit.

E. Penalty and Payment to Avoid Prosecution

Any person violating the provisions of this Ordinance by unlawfully parking in a designated permit parking space or otherwise shall be fined in accordance with the provisions of Section 15-5-1B of the Village Code.

THIS ORDINANCE shall be in full force and effect from and after its adoption, approval, publication and the posting of appropriate signs until the Sunset Provision herein.



ADOPTED this 3<sup>rd</sup> day of February 2003, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 3<sup>rd</sup> day of February 2003.

Barbara Ebner

Barbara Ebner  
President Pro Tem

ATTEST:

Sandra Sokol

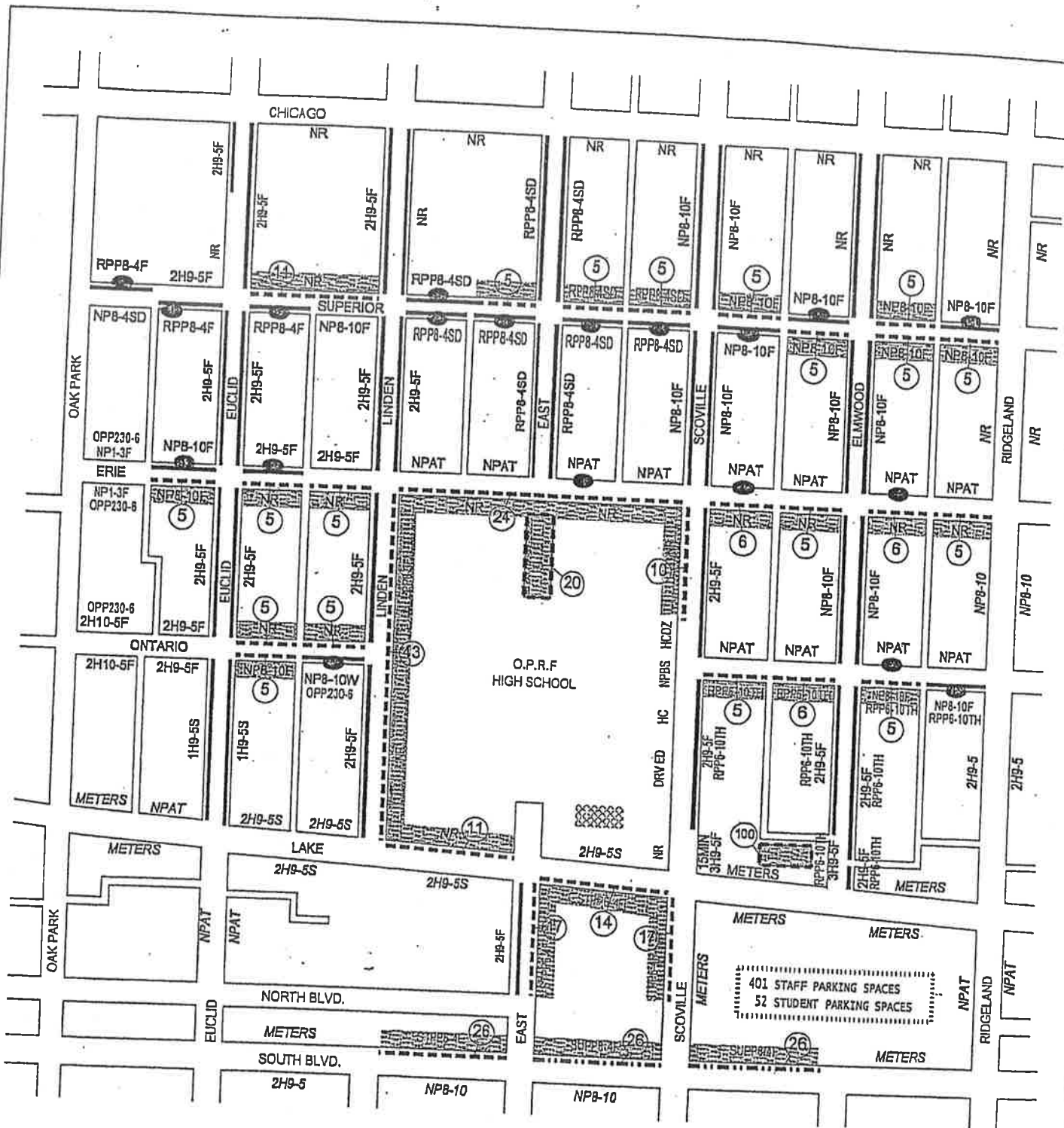
Sandra Sokol  
Village Clerk

Published by me according to law this 28<sup>th</sup> day of February, 2003.

Sandra Sokol

Sandra Sokol  
Village Clerk





# PARKING RESTRICTIONS LEGEND

15MIN	= 15 MINUTE PARKING	NP8-4SD	= NO PARKING, 8AM - 4PM, SCHOOL DAYS
2H9-5S	= 2 HOUR PARKING, 8AM - 5PM, MONDAY - SATURDAY	NPAT	= NO PARKING ANYTIME
2H9-5F	= 2 HOUR PARKING, 8AM - 5PM, MONDAY - FRIDAY	NPIS	= NO PARKING BETWEEN SIGNS
2H10-5F	= 2 HOUR PARKING, 10AM - 5PM, MONDAY - FRIDAY	NR	= NO PARKING RESTRICTIONS
3H9-5F	= 3 HOUR PARKING, 8AM - 5PM, MONDAY - FRIDAY	OPP230-6	= OVERNIGHT PERMIT PARKING, 2:30AM - 6AM
DAY ED	= DRIVER'S EDUCATION	PP1-3F	= PERMIT PARKING, 8AM - 3PM, MONDAY - FRIDAY
HC	= HANDICAPPED PARKING	AP8-10TH	= RESIDENT PERMIT PARKING, 6PM - 10PM, MONDAY - THURSDAY
HC2	= HANDICAPPED DROP-OFF/PICK-UP ZONE	AP8-1F	= RESIDENT PERMIT PARKING, 8AM - 4PM, MONDAY - FRIDAY
METERS	= PARKING METERS	AP8-1SD	= RESIDENT PERMIT PARKING, 8AM - 4PM, MONDAY - FRIDAY
NP1-1F	= NO PARKING, 1PM - 3PM, MONDAY - FRIDAY	STVP6-1F	= STAFF PERMIT PARKING, 8AM - 4PM, SCHOOL DAYS
NP8-10F	= NO PARKING, 8AM - 10AM, MONDAY - FRIDAY	STVP6-4F	= STUDENT PERMIT PARKING 8AM - 4PM, MONDAY - FRIDAY
NP8-10W	= NO PARKING 8AM - 10AM, WEDNESDAY		

15 = LOCATION OF FRONT ENTRANCE

# PROPOSED PARKING

- LEASED PARKING FOR O.P.R.F. HS STAFF
- ZONES ELIGIBLE FOR DAYTIME RESIDENT PERMIT PARKING
- ZONES ELIGIBLE FOR STAFF PERMIT PARKING BEFORE NEW PARKING FACILITY
- ZONES ELIGIBLE FOR STUDENT PERMIT PARKING BEFORE NEW PARKING FACILITY
- 5 = NUMBER OF AVAILABLE PARKING SPACES

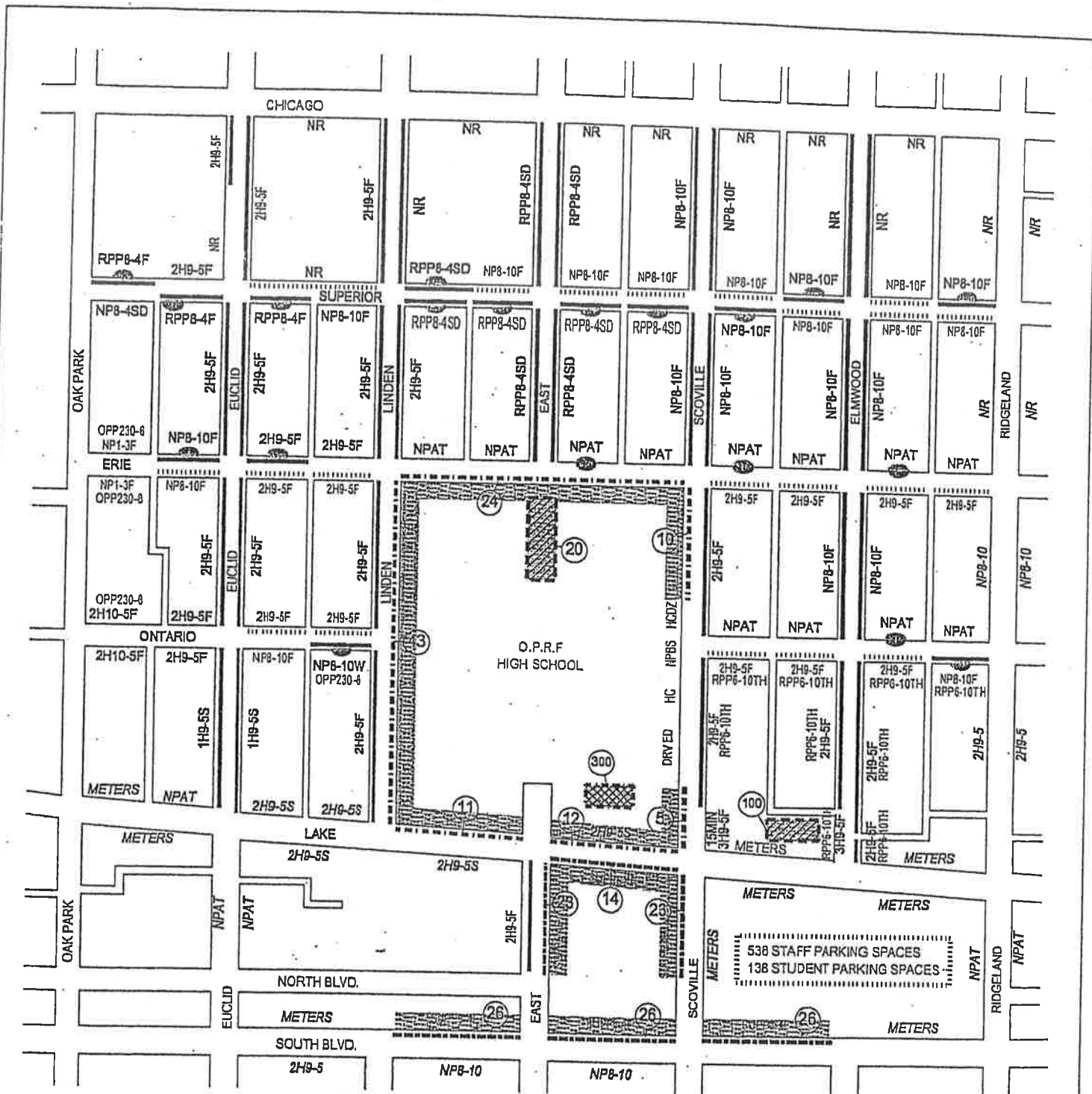


Engineering

Scale: 1" =

EXHIBIT A

O.P.R.F. HIGH SCHOOL AREA



#### PARKING RESTRICTIONS LEGEND

15MIN	15 MINUTE PARKING	NP8-4SD	NO PARKING, 8AM - 4PM, SCHOOL DAYS
1H9-5S	1 HOUR PARKING, 8AM - 5PM, MONDAY - SATURDAY	NPAT	NO PARKING ANYTIME
2H9-5F	2 HOUR PARKING, 8AM - 5PM, MONDAY - FRIDAY	NP8S	NO PARKING BETWEEN SIGNS
2H10-5F	2 HOUR PARKING, 8AM - 5PM, MONDAY - FRIDAY	NR	NO PARKING RESTRICTIONS
3H9-5F	3 HOUR PARKING, 8AM - 5PM, MONDAY - FRIDAY	OPP230-6	OVERNIGHT PERMIT PARKING, 2:10AM - 6AM
DRV ED	DRIVER'S EDUCATION	PP8-3F	PERMIT PARKING, 8AM - 3PM, MONDAY - FRIDAY
HC	HANDICAPPED PARKING	RPP8-10TH	RESIDENT PERMIT PARKING, 6PM - 10PM, MONDAY - THURSDAY
HC2	HANDICAPPED DROP-OFF/PICK-UP ZONE	NP8-1F	RESIDENT PERMIT PARKING, 8AM - 4PM, MONDAY - FRIDAY
METERS	PARKING METERS	RPP8-4SD	RESIDENT PERMIT PARKING, 8AM - 4PM, SCHOOL DAYS
NP1-3F	NO PARKING, 1PM - 3PM, MONDAY - FRIDAY	STPP8-4F	STAFF PERMIT PARKING, 8AM - 4PM, MONDAY - FRIDAY
NP8-10F	NO PARKING, 8AM - 10AM, MONDAY - FRIDAY	SUPP8-4F	STUDENT PERMIT PARKING, 6AM - 4PM, MONDAY - FRIDAY
NP8-10W	NO PARKING, 6AM - 10AM, WEDNESDAY		

②④ = LOCATION OF FRONT ENTRANCE

#### PROPOSED PARKING

	LEASED PARKING FOR OPRF HS STAFF		NEW PARKING FACILITY
	ZONES ELIGIBLE FOR DAYTIME RESIDENT PERMIT PARKING		
	ZONES ELIGIBLE FOR STAFF PERMIT PARKING AFTER NEW PARKING FACILITY		
	ZONES ELIGIBLE FOR STUDENT PERMIT PARKING AFTER NEW PARKING FACILITY		
	PROPOSED PARKING RESTRICTIONS AFTER NEW PARKING FACILITY		
②④	AVAILABLE PARKING SPACES		

EXHIBIT B

EXHIBIT C