

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education
FROM: Cheryl L. Witham, Assistant Superintendent for Finance and Operations
DATE: April 16, 2013
RE: Pilgrim Parking Agreement

BACKGROUND

The District rents the Pilgrim Church parking lot during the school year as a part of the overall parking plan for faculty and staff. The Garage Intergovernmental Agreement with the Village of Oak Park requires OPRFHS to maintain the parking relationship with Pilgrim in order to reduce parking congestion in the neighborhood surrounding the high school building.

SUMMARY OF FINDINGS

The contract language remains the same.

The cost to the District last year was \$56,105.50.

RECOMMENDATIONS

To accept the contract with Pilgrim Church for a three year period at the April 25th regular Board of Education meeting.

TEL: (708) 383-0700
FAX: (708) 434-3910

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TTY/TDD: (708) 524-5500

**PARKING LOT LEASE BETWEEN PILGRIM CONGREGATIONAL CHURCH
AND OAK PARK and RIVER FOREST HIGH SCHOOL**

This Lease (this "Lease") made this ____ day of ~~December~~April, 201~~30~~ between Pilgrim Congregational Church of Oak Park, a religious corporation under the laws of the State of Illinois, (hereinafter referred to as the "Lessor") and District 200/Oak Park and River Forest High School (hereinafter referred to as the "Lessee").

Lessor, for and in consideration of the agreements hereinafter set forth to be performed by Lessee, does hereby lease to Lessee the use of the primary Pilgrim Congregational Church parking lot at 460 lake Street (the "Parking Lot"), subject to the terms, conditions, and restrictions set forth herein. This Lease shall commence on August 15, 201~~30~~ and end June 15, 201~~63~~ (but shall be subject to termination, as hereinafter provided.)

This Lease is made and entered into, subject to the following expressed covenants, conditions and agreements, all of which are accepted by and binding upon the Lessor and Lessee, as integral parts of this Lease.

I. Use/Restrictions

A. Daytime Use. The Parking Lot shall be used by the Lessee for parking of private passenger vehicles, between the hours of 7:30 am and 6:00 pm Monday through Friday from September 1st to June 15th of each school year. Lessor will make the Parking Lot available to Lessee from August 15th through September 1st of each school year, subject to availability.

In addition, the authorized high school faculty and staff may park in the Parking Lot from 7:00 am to 7:30 am to the extent that spaces are available. Lessee acknowledges that because overnight parking permit holders are authorized to park in the Parking Lot until 7:30 am, a number of cars will still be in the Parking Lot at 7:00 am.

The use of the Parking Lot will be restricted to faculty and staff of the Lessee. Unauthorized vehicles may be towed.

B. Spaces Reserved by Lessor. The following parking spaces are reserved by Lessor: (a) The handicapped spot and the five (5) spaces on the west side of the Parking Lot adjacent to the playground and (b) five (5) spaces on the east end of the Parking Lot that are currently let to the Village of Oak Park (VOP) for overnight parking. Lessor will mark these spots as reserved. Lessor reserves the right to designate other spots as reserved, provided that at all times Lessor continues to provide at least 100 parking spaces for Lessee.

C. Shared Use of Premises during Evening Hours. The Parking Lot shall be used by the Lessee for parking of private passenger vehicles of students attending Triton College classes at Oak Park and River Forest High School. Lessee may utilize up

to 80 spaces Monday-Thursday between the hours of 6:00 pm and 10:00 pm. During this time period, those 80 spaces may also be used by Lessee's faculty, staff and guests attending other evening programs at Oak Park and River Forest High School. Lessor reserves the right to reduce the number of parking spaces available for Lessee's evening use. If Lessor reduces the number of spaces available to Lessee a prorate adjustment will be made in the rental rate.

- D. Priority in Use of the Parking Lot. The Lessor's use of the Parking Lot for weddings, funerals and other scheduled activities will take precedence over the Lessee's usage of the lot. The Lessor shall provide the Lessee with two weeks prior written notice of church activities that require the Lessee to vacate the parking lot, with the exception of funerals. The Lessor will also be responsible for posting an appropriate notice at the Parking Lot entrance to indicate the necessary restricted use. Such occasions will be limited to five (5) times per year.
- E. The District may request and be granted weekend access up to five (5) days. Such days shall include graduation day and night football games. The request will not interfere with the Farmers Market.

II. **Rental Rate and Charges.**

- A. Annual Rent. The first rent payment under this contract in the amount of \$~~57,2005,000~~ will be paid on or before ~~August 15, 2013~~ January 1, 2014. Annual rent payments thereafter will be paid in advance of the school year or September 1st, whichever is earliest.
- B. Escalation. Annual rent payments shall be increased by 1% each year.
- C. Late Payments. Past due payments will accrue an interest charge of 1% per month.

III. **Indemnification.** Lessee assumes all liability and agrees to indemnify and hold harmless the Lessor and its affiliates, and any of their officers, directors, employees, vendors and contractors, from all claims asserted against them, and any attorneys' fees and costs incidental thereto, on account of personal injury, death, or property damage directly or indirectly sustained by any person or entity in connection with the performance of this Lease or the use of the Parking Lot by Lessee; its students or faculty or their families; its vendors, suppliers, agents, employees or persons conducting business with Lessee; or any persons affiliated with Triton College.

IV. **Maintenance.** Lessor has entered into an agreement with the Village of Oak Park pursuant to which the VOP has agreed to maintain and repair the parking lot, including the provision of snow removal surfaces. Lessor agrees to enforce its rights under the agreement with VOP, but shall not be liable for any failure by the VOP to properly repair and maintain the premises.

- V. **Electricity.** The Lessor shall provide electricity for lighting the Parking Lot and shall pay the cost of providing said electricity.
- VI. **Termination.** This lease may be terminated by either Lessor or Lessee upon one hundred eighty (180) days written notice.
- VII. **No alterations, Modifications or Improvements by Lessee.** Lessee shall not make any alterations, modifications or improvements to the Parking Lot without the prior written consent of Lessor.
- VIII. **Sublease/Assignment.** Lessee shall make no assignment of this Lease, nor shall it sublease the Parking Lot to any other person or entity without the prior written consent of Lessor.
- IX. **No Third Party Beneficiaries.** This Lease is intended to benefit only the parties signing below. This Lease grants no rights to any other persons or entities, and no other persons or entities are intended beneficiaries thereof.
- X. **Retained Rights of Lessor.** Lessor retains all rights not expressly granted to Lessee hereunder. Notwithstanding any other provision of this Lease, Lessor further retains the right to use and access the Parking Lot for construction, repair or improvement of sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, telephone or cable lines or electric lines.
- XI. **Notices.** All notices required hereto shall be in writing and given by certified mail. Notices to Lessor shall be mailed to Lessor at the Pilgrim Congregational Church, 460 Lake Street, Oak Park, IL 60302, Attn: Rental Manager and notices to Lessee at Oak Park and River Forest High School, 201 North Scoville Avenue, Oak Park, IL 60302, Attn: Business Manager.

The Parties hereto executed this agreement as of the date first written above.

LESSOR:
PILGRIM CONGREGATIONAL CHURCH
OF OAK PARK

By: _____

Name: _____

Title: _____

LESSEE:
OAK PARK AND RIVER FOREST HIGH SCHOOL

By: _____

Name: _____

Title: _____