

LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION Facilities Committee Meeting AGENDA Tuesday, May 16, 2023 at 6:00 PM BOARD OF EDUCATION
Kevin Daly, President
Rupal Shah Mandal, Vice President
John P. Vranas, Secretary
Maxie Boynton
Myra A. Foutris
Jay Oleniczak
Peter D. Theodore

ADMINISTRATION
Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for
Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

Agenda of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, to be held in the Marvin Garlich Administration Building 6950 N. East Prairie Road Lincolnwood, Illinois 60712, on Tuesday, May 16, 2023.

IN-PERSON PARTICIPATION: It is expected that all members of the Facilities Committee, plus several administrators, will be physically present at the Marvin Garlich Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The public is welcome.

The April 18, 2023 Facilities Committee meeting was canceled due to a light agenda.

 CALL TO ORDER/ROLL CALL <u>FACILITIES COMMITTEE MEMBERS</u>
John P. Vranas (BOE), Chair Rupal Shah Mandal (BOE), Co-Chair Myra A. Foutris (BOE)
Wendy Grano, Community Member Emily McCall, Community Member

Zade Tagani, Community Member

### ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO
Jim Caldwell, Director of Buildings and Grounds

### 2. AUDIENCE TO VISITORS

3.	APPROVAL OF MINUTES  a. Facilities Committee Meeting Minutes - MARCH 21, 2023				
	Motion by member: Seconded by:				
4.	DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors  a. INFORMATION/DISCUSSION/ACTION: StudioGC architecture+interiors Project(s) Update  I. Murphy Construction Concrete Foundation Work II. Drain Tiles for Field Area North of Rutledge Hall III. Southwest Athletic Field's Slope Discussion	<u>6</u>			

	C.	District Recognition Discussion	16		
	d.	District Branding Discussion	22		
5.		D BUSINESS  Tractor Purchase and Trade-In  Window Treatments for Rutledge Hall's First Floor	26 30		
6.	NE a.	W BUSINESS  Village of Lincolnwood Intergovernmental Agreement (IGA) – Traffic and Parking  Enforcement	32		
7.	a. Aside from the alligator spring rider, all the playground equipment arrived. Work on three playgrou will occur this summer with Murphy Construction assigned to concrete foundations and the installar as an allowance authorization under the Summer 2023 General Work contract with Bear Construction				
	b. c.	Contour will be addressing the bare landscape areas on the southern/front perimeter areas of Rutledge Hall where thick shrubbery was removed last autumn.  The Building & Grounds team will be working on replacing some sprinkler heads in the campus fiel this summer, as cited on the SD74 Master Facilities Plan. There may need to be a location adjustment relative to the sprinkler system near the PreK playground installation.	ds		
	d.	LBSA submitted a request to waive FY23 Facilities Rental Fees. This matter will appear on the Ma 18, 2023 Finance Committee meeting agenda.	У		
	e.	Lincolnwood Public Library requested use of the Rutledge Hall parking lot from 4:00 - 6:30 p.m. on Friday, June 2, 2023 to support their Summer Reading Kickoff event.			
8.	AD	JOURNMENT			
	Мо	otion by member: Seconded by:			

## Dr. David L. Russo, Superintendent of Schools

Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.



LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION Facilities Committee Meeting minutes Tuesday, March 21, 2023 at <u>6:00 PM</u> BOARD OF EDUCATION

Kevin Daly, President Rupal Shah Mandal, Vice President John P. Vranas, Secretary Myra A. Foutris Elaina Geraghty Jay Oleniczak Peter D. Theodore

**ADMINISTRATION** 

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

Minutes of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Tuesday, March 21, 2023.

### **FACILITIES COMMITTEE MEMBERS PRESENT**

John P. Vranas (BOE) Chair (arrived at 6:13 p.m.)
Elaina Geraghty (BOE), Co-chair
Rupal Shah Mandal (BOE)
Wendy Grano, Community Member
Emily McCall, Community Member
Zade Tagani, Community Member

### **ADMINISTRATORS/STAFF PRESENT**

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent of Curriculum and Instruction
Courtney Whited, Business Manager/CSBO
Jim Caldwell, Director of Buildings and Grounds

### **OTHERS PRESENT**

Athi Toufexis, StudioGC

### 1. CALL TO ORDER/ROLL CALL

Co-Chair Geraghty called the Facilities Committee meeting to order at 6:02 p.m.

### 2. AUDIENCE TO VISITORS

None

### 3. APPROVAL OF MINUTES

a. Facilities Committee Meeting Minutes - FEBRUARY 21, 2023
 A motion was made, seconded and passed to approve the February 21, 2023 Facilities Committee meeting minutes.

- 4. DISTRICT ARCHITECT OF RECORD STUDIOGC architecture+interiors
- a. StudioGC Project(s) Update
- I. In an effort to obtain Bid Approvals from the Board of Education in Autumn 2023, the Administration sought direction from the Facilities Committee and StudioGC relative to Summer 2023 Construction Projects. The current version of the SD74 Master Facilities Plan was reviewed. The Committee preferred to delay the Todd Hall courtyard and Lincoln Hall Plaza projects until summer 2024.
- b. Todd Hall's PreK and Kindergarten Classroom Furniture Athi Toufexis presented the proposals for Todd Hall's PreK and Kindergarten Classroom Furniture. The new NTDSE satellite classroom was included for a total of 10 classrooms.

A motion was made, seconded, and passed that the Facilities Committee concur with the Administration's recommendation to the Board to accept the quotes from KI and IFB for PreK and Kindergarten furniture in the total amount of \$65 892.19 to be installed during the summer of 2023.

c. Rutledge Hall's Library & Grades 4-5 Reading Nook Furniture

A motion was made, seconded, and passed that the Facilities Committee concur with the Administration's recommendation to the Board to accept the quotes from Henricksen, KI and Bradford for Rutledge Hall furniture in the total amount of \$173,949.36 to be installed during the summer of 2023.

d. 2023 Site Work Bid Results (Todd Hall Courtyard & Lincoln Hall Plaza)

Athi Toufexis explained that only one bid was received for this project. Athi discussed a significant part of the cost increase was due to the fact that this is a courtyard project, which required increased costs of labor and material delivery. The estimated cost of this project was approximately \$650,000 and the bid came in as a \$1.3 million. The Committee discussed putting off the project and the possibility of future increased costs.

A motion was made, seconded, and passed that the Facilities Committee concur with the Administration's recommendation to the Board to reject the bid for the 2023 Site Work (Todd Hall Courtyard & Lincoln Hall Plaza) from BEAR Construction.

### e. Window Treatment Bid Results

Courtney Whited presented the Window Treatment Bid Results. Only one bid was received, and it was \$13,000 more than estimated. Reference calls were made, and some customers indicated Tiles in Style subcontracted the work instead of performing it themselves. In a follow-up conversation with Tiles in Style LLC DBA Taza Construction revealed that they quoted a different product, not an exact match to existing shades. The Administration asked for permission to move forward with the company that installed roller shades in Todd Hall a few years ago if the cost will be less than \$10,000. The Committee directed Administration to proceed without Board of Education approval as long as the quote for Todd Hall comes in under \$10,000.

A motion was made, seconded, and passed that the Facilities Committee concur with the Administration's recommendation to the Board to reject the bid in the amount of \$73,000 from Tiles in Style LLC DBA Taza Construction for Todd Hall and Rutledge Hall Window Treatments.

### 5. OLD BUSINESS

Tree of Heaven update - Bartlett Tree Experts' evaluation stated that the tree is rotting on the inside. Bartlett's quote for the removal was approximately \$7,200 and Progressive Tree Service's quote was \$1,430. The Committee concurred with the Administration's decision to use Progressive Tree Service for the tree removal.

### 6. NEW BUSINESS

a. Village of Lincolnwood Intergovernmental Agreement (IGA)

Dr. David L. Russo, Superintendent of Schools, presented the Village of Lincolnwood Intergovernmental Agreement (IGA). David summarized the use of Facilities outlined by the IGA. The Village required one additional change from the Draft moving back the use of the Todd Hall Gym until 10:00 p.m.

A motion was made, seconded, and passed that the Facilities Committee concur with the Administration's recommendation to the Board to approve the Intergovernmental Agreement as amended between Lincolnwood School District 74 and the Village of Lincolnwood from April 6, 2023 to August 31, 2027.

The Committee also directed the Administration to have Legal Counsel vet a proposed IGA regarding traffic enforcement that the Committee will take up for consideration at a future meeting.

### 7. District Facilities Update

- a. Todd Hall and Rutledge Hall Cafeterias Lowery McDonnell & Mitchell Lowery McDonnell & Mitchell will be onsite March 31, 2023 to complete the missing piece installation and adjust brackets to prevent bolts from breaking.
- b. Kathak Dance Organization Facilities Rental

  Courtney Whited provided an auditorium tour to a Kathak dance organization in anticipation of an April 15th rental. The District is awaiting final paperwork on the request.
- c. Magnetic Closure was Installed on the CCDC Office Door
  The magnetic closure was Installed on the CCDC office door in Todd Hall.

Committee Member McCall asked Administration if parents would be able to decorate the staff lounges on the Friday evening before Teacher Appreciation Week. This request was granted.

### 8. ADJOURNMENT

A motion was made, seconded, and passed to adjourn the Facilities Committee meeting at 7:03 p.m. The next Facilities Committee meeting will be held Tuesday, April 18, 2023 at 6:00 p.m. The public is welcome.

	John P. Vranas, Chair	
Elaina Geraghty, Co-chair	_	





DATE: May 16, 2023

TOPIC: District Architect of Record - StudioGC architecture+interiors Project(s) Update

PREPARED BY: Courtney Whited, Business Manager/CSBO with

Athi Toufexis, Principal, StudioGC architecture+interiors

### Recommended for:

☐ Action

□ Discussion

### **Purpose:**

To provide the Facilities Committee an update on StudioGC architecture+interiors District Projects:

Murphy Construction will be performing concrete 1. foundation work for the three playgrounds that were originally scheduled for Summer 2022. Administration requested a small patch of additional

to frequent student foot traffic wearing out the grass.

(Photo to the Right)



- Drain tiles for field area north of Rutledge Hall (Photo to the Right)
- 3. Southwest Athletic Field's Slope Discussion







DATE: May 16, 2023

TOPIC: Lincoln Hall's Mechanized Basketball Hoops

PREPARED BY: Courtney Whited

### **Recommended for:**

□ Action

□ Discussion

☑ Information

### Purpose/Background:

The Board of Education approves expenditures over \$10,000.

The auxiliary baskets at Lincoln Hall are dated and showing their age. The main baskets cannot be raised, which can become an obstacle during volleyball matches. \$37,500 of the Berger Family Foundation's donation was allocated for athletic venue improvements, specifically at Lincoln Hall.

### **Fiscal Impact:**

\$57,251.70 H2I for Material, Freight, Demo, Installation, Dumpster (Exclude Floor Protection/below)
\$ 19,811.22 Bear Construction as a Change Order to Summer 2023 General Work for electrical work
=========

\$ 77,062.92 (\$39,562.92 paid using local funds & \$37,500 using Berger Family Foundation funds)

### **Recommendation:**

The Facilities Committee concurs with the Administration to recommend to the Board of Education to accept the proposals from H2I and Bear Construction for materials & services related to improving Lincoln Hall's Basketball Hoops in the amount of \$77,062.92 for a summer 2023 installation.



### Quote # 103651 SOURCEWELL

Date: 2/13/23 TO:

Attn: **Project: Lincoln Hall School** Location: Lincolnwood, IL

> Architect: na Addendum: na

Bid Date:

We propose to furnish the following as manufactured by Porter Athletic, Action Flooring, Irwin Seating or List Industries using standard design, materials, construction sizes and colors.

SOURCEWELL - Lincoln Hall School			
Item	Qty.	NJPA Pricing EA	Total NJPA Pricing
917 Forward Fold Backstop	2	\$6,176.24	\$12,352.48
949 Forward Fold Backstop	2	\$6,314.71	\$12,629.42
4' Cradle Structure for 949 Backstops	2	\$2,824.80	\$5,649.60
208 Regulation Glass Backboard	4	\$988.00	\$3,952.00
326 Backboard Pad	4	\$235.60	\$942.40
236154 PowrFlexII Goal	4	\$281.20	\$1,124.80
Safety Strap	4	\$627.00	\$2,508.00
PowrTouch2.5 Keypad	1	\$1,372.75	\$1,372.75
PowrTouch Relay Panels	1	\$1,420.25	\$1,420.25
Ceiling Suspended Backstop Installation	4	\$3,200.00	\$12,800.00
Demo Existing (4) Ceiling Suspended Backstops	4	\$800.00	\$3,200.00
Field Check	1	\$600.00	\$600.00
Unload Of Equipment	1	\$1,000.00	\$1,000.00
Freight	1	\$1,000.00	\$1,000.00
Total			\$60,551.70
H2i and Porter Additional Discounting			\$4,500.00
		Total	\$56,051.70

Material, Freight, Demo and Install .......\$56,051.70 ADD DUMPSTER

ADD for Dumpster ...... \$1,200.00

BUT EXCLUDE FLOOR PROTECTION BECAUSE BEAR CONSTRUCTION WILL

(612) 331-8816

(612) 331-4884 (888) 239-8747

**PROVIDE IT** 



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### **Qualifications:**

- Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations", any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.
- 2. We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics (such as COVID-19); etc.).
- 3. If gym is on second floor or our lift cannot access the gym there will be an additional charge for scaffolding use.
- **4.** Quote does not include floor protection, if floor protection is needed there will be an additional charge.
- 5. Quote does not include demo or removal of existing equipment or obstructions.
- 6. Quote does not include ANY electric work, ALL electric by others.
- 7. Quote does not include ANY furring, if furring is needed, or other modifications to the wall, to install padding there will be an additional charge.

### **Excludes:**

EEDIAG NI OO D

- 1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials.
- 2. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Rubber/vinyl base, Liquidated damages. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.
- 3. 50% Down payment is required for new customers and or private facilities
- 4. Payments Made by Credit Cards Are Subject To A 3% Processing Fee
- 5. Purchase Order Number Required

### **SEE & SIGN PAGE 2 for Terms & Conditions**

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

TERMS: Net	30 Days		
ACCEPTED:	Company	RESPECTFU	LLY,
	Name	H2I Group	// 0 /
	Date	Ву	5 MY
PURCI	HASE ORDER #	_	Eric Shrigley

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.

**H2I Group Inc. Terms and Conditions** 

General



Solutions for Industry, Education, and Healthcare Since 1924

Phone: Fax: Toll Free: Email: Website:





These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

#### Site Conditions

A smooth, level and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

#### Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2l reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2l and its subsidiaries. H2l and its subsidiaries may, if payment for work performed by H2l will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2l shall be held in trust and first paid to H2l for material and labor costs paid by H2l.

#### Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

#### Engineering

All engineering, proposal drawings, specifications shall represent H2l's investment in engineering skill and development and remain the property of H2l. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2l's interests.

#### Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

#### Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

#### Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

### Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

### Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

### Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

### Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

### Code

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature:	Name:	Date:
	(Please Print)	



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# Change Order

PROJECT: (Name and address) Lincolnwood SD 74 2023 General Work Project No. 22066

**OWNER:** (Name and address) Lincolnwood School District 74 6950 N. East Prairie Road Lincolnwood, IL 60712 CONTRACT INFORMATION:

Contract For: General Construction Date: January 24, 2023

**ARCHITECT:** (Name and address) Studio GC, Inc. 223 W. Jackson Blvd., Suite 1200

Chicago, IL 60606

CHANGE ORDER INFORMATION:

Change Order Number: 001 Date: May 9, 2023

**CONTRACTOR:** (Name and address)

Bear Construction 150 Rohlwing Road

Rolling Meadows, IL 60008-1336

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO - 002: Electrical work for Lincoln Hall basketball hoop upgrades: \$19,811.22

TOTAL: \$19,811.22

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be

\$ 1,415,600.00 \$ 0.00 \$ 1,415,600.00 \$ 19,811.22 \$ 1,435,411.22

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Studio GC, Inc.	Bear Construction	Lincolnwood School District 74		
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)		
1 Ab				
SIGNATURE	SIGNATURE	SIGNATURE		
Athi Toufexis, Project Manager		Kevin Daly, Board President		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE		
May 9, 2023				
DATE	DATE	DATE		



To: Studio GC

Attn: Athi Toufexis Date: May 8, 2023

PCC	) - U	)2	

From: BEAR Construction Project Name: Lincolnwood SD 74 2023 General Work

Company

Architect: Studio GC

Architect Project #:

Owner: Lincolnwood School District

# PCO SUMMARY: Basketball Hoop Electrical

Trade	Contractor	Description	Totals	
Electrical	SRC Electric	Electrical circuits for new basketball hoops	\$	12,650.00
General Conditions	Bear Construction	Floor Protection	\$	1,500.00
Painting	Celtic Commercial Painting	Painting of conduit and ceiling patching	\$	3,500.00
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-

Total Contractor Cost: \$ 17,650.00

Bond: \$ 198.11 Insurance: \$ 198.11

Markup 10%: \$ 1,765.00

Total Change Order Request: \$ 19,811.22

Potential Schedule Impact: No The contract completion time shall be extended by: 0 Days

Dan Zivilik	5/8/2023
BEAR Construction Company	Date Approved
Lincolnwood School District 74	
Studio GC	Date Approved

Main 847.258.4400 • Fax 847.290.1908

#### 5.8.2023

Dan Zivilik
Bear Construction Company
1501 Rohlwing Road, Rolling Meadows, IL, 60008

RE: Lincolnwood School district- Basketball hoop motor/controls

We are pleased to quote the necessary electrical labor and material to complete the following scope of work:

- All selective demolition of (2) existing basket ball hoop connections and make safe during construction/new installation
- Extend all necessary conduit and wiring for (2) existing basketball hoops. If needed, extend and install new twist lock receptacle with Garvin to be within 6' of new motor.
- Furnish and install new conduit from E-closet panel as indicated, run new conduit the entire gym length floor off to one side to avoid the middle. Pull proper sized dedicated conductors to run the (2) main basketball hoops. Furnish 1900 with twist lock receptacle within 6' connection point of the motor as indicated per the specs.
- All necessary conduit for main controller to operate load side motors for key pad operation.
   Controller to be installed in location determined by AE/owner prior to install
- Furnish and install all necessary wiremold or surface mounted conduit to control new key pad to be installed to control operation of the (4) basketball hoop motors. All low voltage wiring from control panel to key pad to be furnished and installed as noted per spec detail
- SRC to provide new single pole 20-amp breakers as needed. We are under the impression that the panel has available space as noted per panel schedule
- All necessary wall cores/penetrations
- Fire seal all wall cores/penetrations
- Scissor lift
- Work to be completed during normal hours Mon-Fri 6am-2pm.

### Our cost to complete the above scope of work is: \$12,650.00

\*Please note quote is valid for 30 days from above date, material pricing is subject to change

### **Notes/Exclusions:**

- o Permits/Fees
- o Premium time
- o Porter- key pad, motors, furnishing or installation
- o Low voltage components

- Haul away of debris/ dumpster
- Roof portals by others
- o Drywall or ceiling removal- all walls to be opened prior to conduit rough
- o Patching and painting by others-if applicable
- o Painting conduit
- Products or service not outlined in the scope above
- Additional work required by AHJ not shown

### Minority Participation- if applicable/required

(WBE) Women's Business Enterprise 100% (CMS) Certified

Please call with any questions

Thank you Shaun Corcoran SRC Electric, LLC (847) 258-4400 - Office (847) 833-7193 - Cell Shaun@SRCElectric.com

Labor is guaranteed to be as specified, and the above work to be performed and completed in a substantial workman like manner. If required, permits and fees will be at additional costs. SRC Electric, LLC assumes that all work can be done on regular time unless otherwise stated. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. SRC carries general liability and Workmen's Compensation Insurance.

PAYMENT TERMS TO BE: PAYMENT UPON DELIVERY FOR MATERIAL AND LABOR. A 1.5% FINANCE CHARGE WILL BE APPLIED TO ANY BILLS OVER 30 DAYS OLD.

This quote covers direct costs only and we reserve the right to claim for impact, schedule change and consequential costs. Any deviation to work as described will be done only upon written consent of the customer and acceptance by SRC Electric, LLC.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. We authorize SRC Electric to do the work as specified. Payment will be made as outlined above. This proposal will remain in effect for 30 days. A purchase order authorizes SRC to proceed with the work under the terms listed above.

Signature:	Date:	
Title:	Company:	







# Executive Summary Facilities Committee Meeting

DATE: May 16, 2023

**TOPIC: District Recognition Discussion** 

PREPARED BY: Courtney Whited and Athi Toufexis, Architect/StudioGC

R	200	m	m	۵n	Ы	20	l fc	r.

☐ Action

□ Discussion

☑ Information

## Purpose/Background:

The Administration called upon StudioGC to compile a variety of indoor and outdoor options to formally recognize people connected to the Lincolnwood School District 74 community. The architect's presentation is attached.

## **Fiscal Impact:**

**Currently Unknown** 

### **Recommendation:**

This summary is for informational purposes. The Administration requests direction from the Facilities Committee on next steps.



DEDICATION AREA THOUGHTSTARTERS
February 2, 2023

# **EXTERIOR**













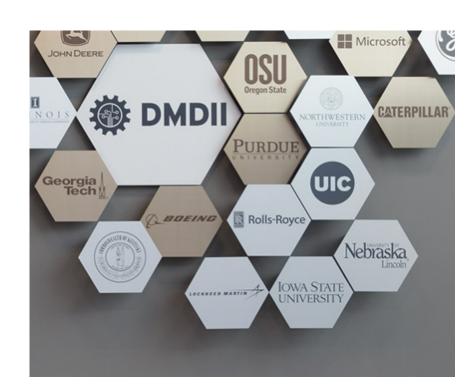
Page 2



# INTERIOR















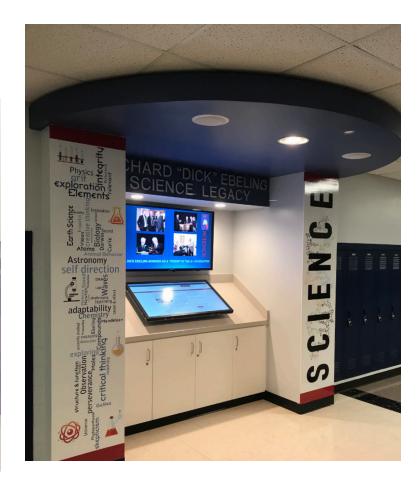
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# INTERACTIVE / DIGITAL













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# **CELEBRATING HISTORY**















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# Executive Summary Facilities Committee Meeting

DATE: May 16, 2023

**TOPIC: District Branding Discussion** 

PREPARED BY: Courtney Whited and Athi Toufexis, Architect/StudioGC

K	ec	or	nm	ıer	ıae	<b>e</b> a	tο	r:

☐ Action

□ Discussion

☑ Information

## Purpose/Background:

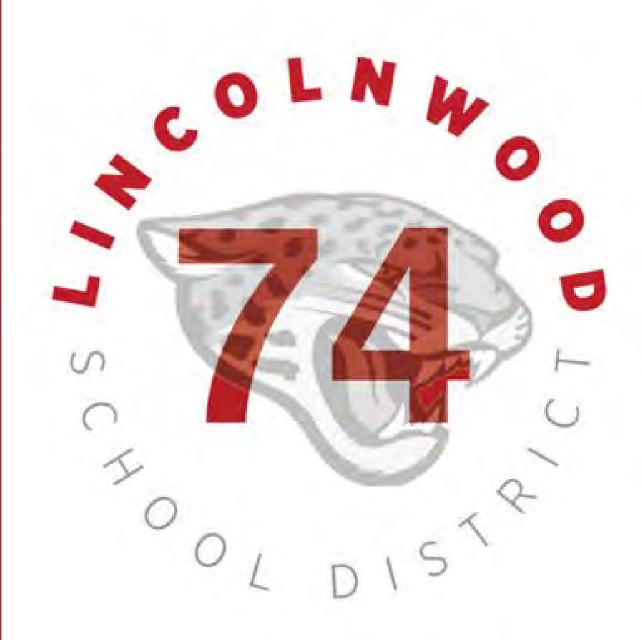
The Administration called upon StudioGC to suggest a variety of branding options to aesthetically enhance and promote "Jaguar Pride" throughout District facilities. The architect's compilation of examples is attached.

## **Fiscal Impact:**

**Currently Unknown** 

### **Recommendation:**

This summary is for informational purposes. The Administration requests direction from the Facilities Committee on next steps.



BRANDING OPPORTUNITIES
May 2, 2023

# WINDOW DECALS









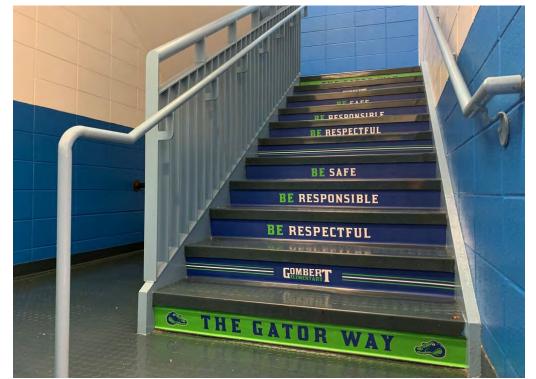




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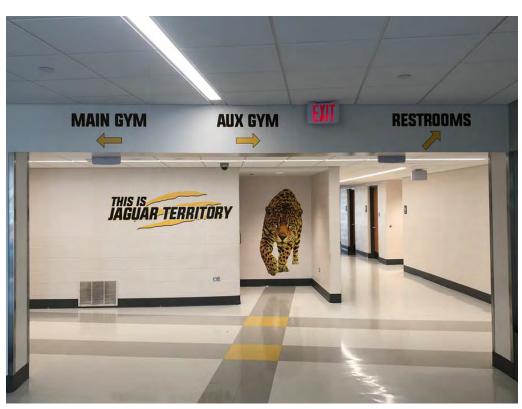


# WALL/STAIR DECALS







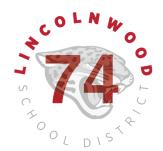






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# Executive Summary Facilities Committee Meeting

DATE: May 16, 2023

TOPIC: Tractor Purchase and Trade-In

PREPARED BY: Jim Caldwell

### **Recommended for:**

□ Action

□ Discussion

☑ Information

### Purpose/Background:

The District's 2010 John Deere tractor requires major engine work. Administration recommends trading in this failing equipment for a new Kubota tractor and attachments. The District Legal Counsel has reviewed this sales quote. The Sourcewell process does qualify as an alternative to the ordinary public bidding requirement in the School Code. Sourcewell is a purchasing cooperative, acceptable for school districts to purchase through under the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.). Although School Code Section 10-20.21 contains the general requirement for bidding of purchases over \$25,000, the Governmental Joint Purchasing Act specifies that it supersedes such other laws "when the governmental units are exercising the joint powers created by this Act." 30 ILCS 525/2(a).

In order to be in compliance, SD74 needs to be a member of Sourcewell and make its purchase through the Kubota contract that was previously bid on there. It appears that Russo is an authorized Kubota dealer and this purchase will be made subject to that Kubota Sourcewell contract. Lincolnwood School District 74 is already a member of Sourcewell (ID# 15775).

## **Fiscal Impact:**

\$42,194.20 New Kubota Tractor with Attachments (\$8,000) Credit for SD74's John Deere Tractor + Attachments Trade In

# \$34,194.20 Total

### **Recommendation:**

The Facilities Committee concurs with the Administration to recommend to the Board of Education to accept this Sales Quote from Russo Power Equipment for a new Kubota tractor with attachments in the amount of \$34,194.20 along with a trade in of the District's John Deere tractor and attachments.



# Sales Quote SQ20014418

Page 1 of 2



### Bill-to

Lincolnwood School District 74 6950 E Prairie Rd

Lincolnwood, IL 60712 United States

### Ship-to

Lincolnwood School District 74 6950 E Prairie Rd

Lincolnwood, IL 60712 United States

### **Sales Quote Details**

Customer ID CUS10022043
Customer PO JCALDWELL@

JCALDWELL@SD

74.ORG

Sales Rep Document Date George Arroyo 3/30/2023

**Shipment Method** 

Terms CASH

Item No.	Description	Qty	List Price	Unit Price	Line Amount
BX2380RVKUB	4Wd Tra/Fold Rops/R4 Tire/Ldr Valve	1	17,170.00	17,170.00	17,170.00
BX5447KUB	Drift Cutters For 55" Snowblower	1	113.00	113.00	113.00
V5250KUB	Markers / For V5290, V5291 & V5260	1	49.00	49.00	49.00
BX8113KUB	Wheel Weight 50 Lb	2	123.00	123.00	246.00
BX2419KUB	Dual Rear Remote Valve Kit	1	371.00	371.00	371.00
BX2814AKUB	60" Front Sweeper	1	3,313.00	3,313.00	3,313.00
BX2813KUB	Rubber Cutting Edge For Bx2812	1	292.00	292.00	292.00
BX2812AKUB	60" Blade - Hyd. Angle	1	1,889.00	1,889.00	1,889.00
BX2817KUB	Hard Plastic Shoes And Cutting Edge For Bx2816	1	753.00	753.00	753.00
K9184KUB	32 Inch Pallet Forks For Bx Series	1	413.00	413.00	413.00
E1176KUB	Universal LED Light Kit	1	269.00	269.00	269.00
LA344SKUB	Front Loader W/ Guard & 2-Lever Quick Attach Bucke	1	4,145.00	4,145.00	4,145.00
BX4070AKUB	Drop on Cab for BX80 Series	1	7,174.00	7,174.00	7,174.00
B8160KUB	Ballast Box / 400Lbs. Dry Sand Capacity / Fits B,	1	290.00	290.00	290.00
BX2825KUB	Optional Skid Shoes For Bx2812	1	193.00	193.00	193.00
BX7330AKUB	Bx Single Work Light Kit	1	96.00	96.00	96.00
B2671KUB	Hydraulic Angulation Kit / B2672 , B2673	1	678.00	678.00	678.00
BX2412KUB	3Rd Function Valve Kit	1	818.00	818.00	818.00
BX2821AKUB	Hydraulic Chute Deflector Kit	1	1,401.00	1,401.00	1,401.00
BX2822AKUB	55" Two Stage Snow Blower	1	4,979.00	4,979.00	4,979.00
BX4077KUB	Cab Seal Kit	1	275.00	275.00	275.00
BX4075KUB	Rear Led Light Kit	1	242.00	242.00	242.00
BX4073KUB	Rear Wiper Kit For Cab	1	306.00	306.00	306.00
BX2811KUB	Mid Pto Driveline Kit For Bx2810	1	949.00	949.00	949.00
BX2810KUB	4-Point Front Quick Hitch	1	1,026.00	1,026.00	1,026.00



# **Sales Quote** SQ20014418

Page 2 of 2



BX2415KUB	2-Lever Qa Pallet Fork Frame	1	776.00	776.00	776.00
SET-UP	Sourcewell Discount	1	150.00	(10,609.72)	(10,609.72)
SET-UP	Dealer Assembly	1	1,934.17	1,934.17	1,934.17
FREIGHTIN	Freight In	1	1,143.75	1,143.75	1,143.75
SET-UP	Kubota 2-Year Warranty	1	1,100.00	1,100.00	1,100.00
SET-UP	bdl	1	400.00	400.00	400.00
QUOTEITEM	John Deere Trade In Assesories	1	0.00	(8,000.00)	(8,000.00)

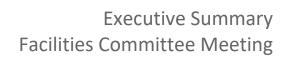
Bring toughness to turf with Bobcat's industry-leading Stand-On & Zero-Turn mowers! Deliver a perfect cut every time thanks to their innovative decks, agile designs, and relentless durability.

Prices reflected on this quote are valid for 7 days

Signature:

**Subtotal** 34,194.20 Tax 0.00

> **Total** 34,194.20





DATE: May 16, 2023

TOPIC: Window Treatments for Rutledge Hall's First Floor

PREPARED BY: Courtney Whited

### **Recommended for:**

□ Action

□ Discussion

☑ Information

## Purpose/Background:

As cited on the Master Facilities Plan, window treatment installation at Rutledge Hall is scheduled for Summer 2023. The attached quote from Indecor lists the cost to install roller shades on first floor windows in Rutledge Hall. These would be the same roller shades that are currently mounted throughout Todd Hall to be aesthetically consistent.

## **Fiscal Impact:**

\$22,350

### **Recommendation:**

The Facilities Committee concurs with the Administration to recommend to the Board of Education to accept the quote from Indecor for window roller shade installations throughout the first floor of Rutledge Hall in the amount of \$22,350 during Summer 2023.



Quote: 4861 / Date: 4/26/2023

Customer

Indecor Inc. 8222 Lehigh Ave Morton Grove, IL 60053, US (773) 561-7670

Prepared By: Adam Campisano (312) 315-3784 adam@indecorinc.com Lincolnwood School District 74 6950 E Prairie Rd Lincolnwood, IL 60712, US

> Jim Caldwell (224) 636-3370 jcaldwell@sd74.org

Project: Rutledge Hall

### Scope of Work

### 1st Floor

83 SWF Manual Clutch Roller Shades

- Standard Controls
- Fabric: Crosshatch S300 (3% Open) Color: Fog
- · Includes White Fascia
- Includes Non-Union Installation
- Tax Exempt

### **Notes**

Summary				
Subtotal		\$ 22,350.00		
	\$ 22,350.00		Accepted By	Date

<sup>\*\*\*</sup>Take-Down of Existing by Others\*\*\*



# Executive Summary Facilities Committee Meeting

DATE: May 16, 2023

TOPIC: Village of Lincolnwood Intergovernmental Agreement – Traffic and Parking Enforcement

PREPARED BY: David Russo

### Recommended for:

☐ Action

□ Discussion

## Purpose/Background:

At a previous Facilities Committee meeting, the Administration was directed to explore a second intergovernmental agreement with the Village of Lincolnwood specific to traffic and parking enforcement. Based on a first draft provided by the Village, District Legal Counsel drafted the following version, which takes into consideration the following:

- The template version of the traffic enforcement agreement provided by the Village had a very broad grant of power from the property owner to the Village, along with a very broad indemnification of the Village. It is in the School District's best interests to retain some authority and control here, specifically in regard to the layout of the parking lots and traffic flows. Consequently, one of the first major revisions is to have the Village make "recommendations" on how to accomplish most of the items in its Section 2.A list of actions. The only empowerment is for the Village to enforce parking and traffic regulations, which you will see in Section 2.D.
- The other major modification is in Section 6, which was previously the one-way indemnification of the Village by the property owner. Instead, the insurance language that the District and Village previously used in the facility use IGA has been used.
- Section 8 was deleted, which deals with the property owner promising that they have the authority to
  enter into such an agreement. This is certainly relevant when the Village is dealing with commercial
  real estate but there is no concern with validity or authority when we know that this is going to the
  Board for approval.

### **Fiscal Impact:**

None

## **Recommendation:**

The Administration is seeking guidance to take this version of the Village of Lincolnwood Intergovernmental Agreement – Traffic and Parking Enforcement back to the Village for their consideration. Once reviewed by the Village, the document would come back to the Committee for approval.

# INTERGOVERNMENTAL AGREEMENT BETWEEN LINCOLNWOOD SCHOOL DISTRICT 74 AND THE VILLAGE OF LINCOLNWOOD TRAFFIC AND PARKING ENFORCEMENT

This Traffic and Parking Enforcement Intergovernmental Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date") between and among the VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation ("Village"), and the BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, Cook County, Illinois ("School District") (collectively, the "Parties").

WHEREAS, the Parties hereto are a unit of local government and a school district, and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised jointly with another unit of local government or school district; and

WHEREAS, the Parties desire to cooperate in promoting cultural, recreational, educational and related programming for the benefit of the community and the citizens the Parties jointly represent and serve by allowing the Village to utilize facilities and school grounds owned by the School District and allowing the School District to utilize facilities and property owned by the Village; and

WHEREAS, the Parties have determined that this intergovernmental agreement (hereinafter the "Agreement") will aid their governmental objectives and is for the benefit of the citizens.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

### SECTION 1. RECITALS.

- **A.** The Preamble hereto shall be and hereby constitutes a part of this Agreement.
- **B.** School District is the record title owner of that certain tract of land in Lincolnwood, Illinois, bounded by Lunt Avenue to the north, East Prairie Road to the east, West Pratt Avenue to the south, and North Crawford Avenue to the west ("**Property**").
- **C.** The Property is currently improved in part with vehicular parking lots that serve the Property (collectively, the "Parking Lots"), where the School District operates three school buildings, an administrative office building, and student athletic and activity fields.
- **D.** Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, Section 1-1-7 of the Illinois Municipal Code, 65 ILCS 5/1-1-7, the School Code, 105 ILCS 5/1-1 et seq., the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Illinois Constitution of 1970 authorize the Village to enter into this Agreement with the School District as the owner of a parking area located within the limits of the Village to regulate the parking of automobiles and the traffic within such parking areas.

- **E.** School District desires to enter into an agreement with the Village in order to regulate the parking of motor vehicles and vehicular traffic within the Parking Lots, pursuant to the provisions of Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209 and Section 7-2-35 of the Municipal Code of Lincolnwood, as amended from time to time ("Village Code").
- **F.** The Village and School District desire to enter into this Agreement to set forth their rights and responsibilities regarding the enforcement of traffic and parking regulations by the Village within the Parking Lots.

### SECTION 2. REGULATION OF TRAFFIC AND PARKING.

- **A.** Recommendations by Village. School District and the Village shall cooperate on each of the following within the Parking Lots, in compliance with all applicable Federal, State, and local laws, statutes, and regulations (including, without limitation, the Americans with Disabilities Act). The Village shall provide recommendations to the School District on how to:
- 1. Erect stop signs, flashing signals, handicapped parking area signs or yield signs, and adopt appropriate regulations pertaining thereto or pertaining to the designation of any intersection in the Parking Lots as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances to said intersection;
- 2. Prohibit and regulate the turning of vehicles or specified types of vehicles at intersections or other locations;
  - 3. Regulate the crossing of any roadway in the Parking Lots by pedestrians;
  - 4. Designate any separate roadway on the Property for one-way traffic:
  - 5. Establish and regulate loading zones;
- 6. Prohibit, regulate, restrict or limit stopping, standing or parking of vehicles in specified areas on the Property;
  - 7. Designate safety zones and fire lanes in the Parking Lots;
- 8. Remove and store vehicles parked or abandoned in the Parking Lots during snow storms, floods, fires and other public emergencies or found unattended in the Parking Lots, where such vehicles constitute an obstruction to traffic, or where stopping, standing or parking is prohibited; provided, however, that the cost of any such removal or storage will be borne by the School District or operator of such vehicles;
- 9. Install signs designating the reservation of specified parking spaces for persons with disabilities; and
- 10. Establish and adopt additional reasonable rules and regulations for the respect of traffic and parking on the Property as local conditions may require for the safety and convenience of the public or the users of the Property.
- **B.** <u>License Granted.</u> School District hereby grants a non-exclusive license to the Village, and to its authorized officials, officers, employees, agents, and representatives, to enter

the Property for the purpose of performing the traffic and parking enforcement authorized pursuant to Section 2.D of this Agreement.

- **C.** <u>Limitation of Service</u>. School District acknowledges and agrees that the Village, in the exercise of its sole discretion, will determine when the press of regular police business precludes the furnishing of traffic and parking enforcement pursuant to Section 2.D of this Agreement. Nothing in this Agreement imposes upon, or otherwise be interpreted to require of, the Village any special duty or obligation to undertake regular patrols, inspections, or examinations of any type of or on the Parking Lots of the Property.
- **D.** <u>Issuance of Citations</u>. School District hereby authorizes the Village, and the Village hereby agrees, to enforce within the Parking Lots all generally-applicable traffic and parking regulations set forth in the Village Code, including the issuance of citations and collection of fines for violations of the Village Code and of the laws of the State of Illinois. It is the sole responsibility of, and within the sole discretion of, the Village to prosecute citations for violations of the Village Code or of State law, to the extent contemplated by this Agreement; provided, however, that the Village will not issue citations for, collect fines for, or collect fines as a result of, automobile accidents in the Parking Lots except as required by the laws of the State of Illinois. All fines imposed and collected by the Village are the property of the Village. The School District's officials, employees, agents and contractors, including, without limitation, property managers, must cooperate with the Village as necessary in the prosecution of all citations.

### SECTION 3. COSTS.

School District acknowledges and agrees that it is solely responsible, and that the Village has no obligation, for payment of the costs of installation and maintenance of all traffic control or parking signs or devices located on the Property and used in connection with the traffic and parking enforcement contemplated by this Agreement unless otherwise agreed by the Parties.

### **SECTION 4. MAINTENANCE.**

Except as specifically provided to the contrary in this Agreement, School District is responsible, at its sole cost and expense, to maintain the Parking Lots and the Property in a safe condition and in compliance with all applicable laws. This Agreement does not include, and will not be construed or applied to require the performance by the Village of, any of the following actions:

- 1. Striping, painting, or otherwise performing maintenance work within the Parking Lots;
  - 2. Paving of, or snow plowing or removal in, the Parking Lots;
  - 3. Removing debris remaining from accidents in the Parking Lots; and
  - 4. Any other activity not expressly agreed to by the Village in this Agreement.

### **SECTION 5. TERM; TERMINATION.**

**A.** <u>Term.</u> This Agreement is for a 5-year term, beginning on the Effective Date. This Agreement will automatically renew for successive additional five-year periods unless terminated in writing by the School District or the Village in accordance with Section 5.B of this Agreement

or modified in writing by the Parties. This Agreement repeals and replaces any prior agreement for parking and traffic regulation on the Parking Lots or any portion thereof.

**B.** <u>Termination.</u> Either Party may terminate this Agreement at any time, with or without cause, by delivering written notice to the other Party not less than 30 days prior to the date of termination.

### SECTION 6. LIABILITY INSURANCE.

- The Village. The Village is liable for, and hereby agrees to indemnify and hold harmless the School District, the members of the Board of Education in their official capacity, and the employees, agents, or volunteers of the School District from any claims, liability, damages, costs, expenses, fees, including attorney's fee, for bodily injury or property damage which may arise, either directly or indirectly, in connection with the Village's performance pursuant to this Agreement on the School District's premises, and in addition, the Village agrees to obtain, at its sole expense, liability insurance in the amount of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury and property damage all covering its obligations hereunder. Such insurance policy or policies shall name the School District, its Board members, officers, agents and employees, as additional insured, and shall contain a provision stating that the insurance may not be canceled unless the School District is given at least 30 days prior written notice of cancellation. The Village will deposit a certificate of insurance with the School District evidencing proper liability insurance for said purpose, and shall maintain a current certificate of insurance. The Village's liability under this Agreement and its insurance shall specifically extend to and include the Parking Lots which the Village and its employees or visitors may access on the School District's premises.
- B. The School District. The School District is liable for, and hereby agrees to indemnify and hold harmless the Village, the members of the Village Board in their official capacity, and the employees, agents, or volunteers of the Village from any claims, liability, damages, costs, expenses, fees, including attorney's fee, for bodily injury or property damage which may arise, either directly or indirectly, in connection with the School District's performance pursuant to this Agreement on the School District's premises, and in addition, the School District agrees to obtain, at its sole expense, liability insurance in the amount of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury and property damage, all covering its obligations hereunder. Such insurance policy or policies shall name the Village, its Village Board members, officers, agents and employees, as additional insured, and shall contain a provision stating that the insurance may not be canceled unless the Village is given at least 30 days prior written notice of cancellation. The School District will deposit a certificate of insurance with the Village evidencing proper liability insurance for said purpose, and shall maintain a current certificate of insurance. The School District's liability under this Agreement and its insurance shall specifically extend to and include the Parking Lots which the Village and its employees or visitors may access on the School District's premises.
- **C. Workers Compensation.** The Parties shall each carry worker's compensation insurance with statutory limits of liability.

# **SECTION 7. ENFORCEMENT.**

**A.** <u>General.</u> The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. School District agrees that: (1) it will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the Village or

any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement; and (2) the sole remedy available to School District, upon any breach of this Agreement by the Village, is the termination of this Agreement under its terms.

**B.** <u>Prevailing Party.</u> In the event of a judicial proceeding brought by one or more Parties against one or more other Parties, the prevailing Party or Parties in such judicial proceeding are entitled to reimbursement from the unsuccessful Party or Parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

### **SECTION 8. GENERAL PROVISIONS.**

A. <u>Notices</u>. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit.

Notices and communications to the Parties must be addressed to, and delivered at, the following address:

If to the Village: Village of Lincolnwood

6900 North Lincoln Avenue Lincolnwood, IL 60712 Attention: Chief of Police

If to School District: Lincolnwood School District #74

6950 East Prairie Rd. Lincolnwood, IL 60712 Attention: Superintendent

- **B.** <u>Time of the Essence</u>. Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.
- **C.** <u>Consents</u>. Whenever the consent or approval of either party is required in this Agreement, such consent or approval must be in writing and will not be unreasonably withheld or delayed, and, in all matters contained herein, both parties have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
- **D.** <u>Amendments and Modifications</u>. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by the parties to this Agreement in accordance with all applicable statutory procedures.
- **E. No Joint Venture.** It is hereby understood and agreed that nothing contained in this Agreement is to be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties to this Agreement, it being agreed that no provision of this Agreement and no acts of the parties to this Agreement is to be deemed to create

any relationship between the parties other than the relationship set forth specifically by the terms of this Agreement.

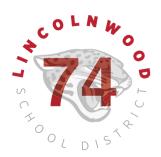
- **F.** Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement, and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the specific subject matter of this Agreement. This Agreement does not supersede other intergovernmental cooperation agreements between the Parties which are not related to traffic and parking enforcement.
- **G.** <u>No Third-Party Beneficiaries</u>. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Village or School District.
- **H.** Recording. The Parties acknowledge and agree that a copy of this Agreement will be recorded in the Office of the Cook County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:	LINCOLNWOOD SCHOOL DISTRICT NUMBER 74 an Illinois school district
By: John P. Vranas Its: Secretary	By: Kevin Daly Its: Board President
ATTEST:	VILLAGE OF LINCOLNWOOD an Illinois home rule municipal corporation
By: Beryl Herman Its: Village Clerk	By: Jesal Patel Its: Village President

# **Facilities Committee Meeting**



DATE: May 16, 2023

TOPIC: District Facilities Update PREPARED BY: Courtney Whited

### **Recommended for:**

Action

□ Discussion

☑ Information

### Purpose/Background:

To provide the Facilities Committee an update on ongoing Districtwide project(s)

- Aside from the alligator spring rider, all playground equipment arrived. Work on three playgrounds
  will occur this summer with Murphy Construction assigned to concrete foundations and the
  installation as an allowance authorization under the Summer 2023 General Work contract with Bear
  Construction.
- 2. Contour will be addressing the bare landscape areas on the southern/front perimeter areas of Rutledge Hall where thick shrubbery was removed last autumn.
- 3. The Building & Grounds team will be working on replacing some sprinkler heads in the campus fields this summer, as cited on the SD74 Master Facilities Plan. There may need to be a location adjustment relative to the sprinkler system near the PreK playground installation.
- 4. LBSA submitted a request to waive FY23 Facilities Rental Fees. This matter will appear on the May 18, 2023 Finance Committee Meeting agenda.

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5. Lincolnwood Public Library requested use of the Rutledge Hall parking lot from 4:00 - 6:30 p.m. on

Friday, June 2, 2023 to support their Summer Reading Kickoff event.