



LINCOLNWOOD SCHOOL DISTRICT 74
 BOARD OF EDUCATION
 FACILITIES COMMITTEE MEETING AGENDA
 TUESDAY, JULY 19, 2022 AT **6:00 PM**

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

*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, July 19, 2022.*

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.

1. CALL TO ORDER/ROLL CALL
FACILITIES COMMITTEE MEMBERS

- John P. Vranas (BOE), Chair
- Elaina Geraghty (BOE), Co-Chair
- Rupal Shah Mandal (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 - **JUNE 7, 2022** 3

Motion by member: _____ Seconded by: _____

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

- a. INFORMATION/DISCUSSION/ACTION: StudioGC architecture+interiors Project(s) Update 6
 - I. General Work (FH Paschen) (attachment) 8
 - II. Sitework (Murphy)
 - III. Sitework Playground Equipment (Various)
 - IV. Cafeteria Tables
 - V. Rutledge Hall Elevator Modernization

- VI. Pratt Avenue Parking Lot/Driveway Sealcoating
- VII. Rutledge Hall Specials Furniture

- b. INFORMATION/DISCUSSION/ACTION: Fencing for Todd Hall Parking Lot Areas 9
- c. INFORMATION/DISCUSSION/ACTION: Grade 3 Reading Nook Rocking Chairs and Mobile Bookshelves 29
- d. INFORMATION/DISCUSSION/ACTION: Lincolnwood Baseball & Softball Association Batting Cage Usage in Gymnasium 32

5. OLD BUSINESS

6. NEW BUSINESS

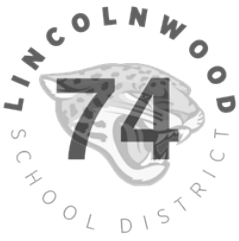
- 7. INFORMATION/DISCUSSION: District Facilities Update 42
 - a. Village of Lincolnwood Summer Construction/Transportation (attachment) 43
 - b. FH Paschen Contingency
 - c. Lincolnwood Baseball & Softball Association Facilities Usage
 - d. Ralla Klepak Performing Arts Program Facilities Usage
 - e. Chicago Urban Bicycling Society (CUBS)/District Parking Lot Usage

8. ADJOURNMENT

Motion 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, JUNE 7, 2022 AT **6:00 PM**

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. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David Russo, *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, June 7, 2022.

1. CALL TO ORDER/ROLL CALL

Chair Vranas called the Facilities Committee meeting to order at 6:05 p.m.

FACILITIES COMMITTEE MEMBERS PRESENT

John P. Vranas (BOE) Chair
Elaina Geraghty (BOE), Co-chair
Rupal Shah Mandal (BOE)
Wendy Grano, Community Member
Emily McCall, Community Member

FACILITIES COMMITTEE MEMBERS NOT PRESENT

Zade Tagani, Community Member

ADMINISTRATORS/STAFF PRESENT

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

OTHERS PRESENT

Athi Toufexis, Studio GC

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Facilities Committee Meeting Minutes - **MAY 17, 2022**

A motion was made, seconded and passed to approve the May 17, 2022 Facilities Committee meeting minutes.

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

a. StudioGC architecture+interiors Project(s) Update

I. Todd Hall Parking Lot Variance Status

The District received an email from the Village of Lincolnwood indicating that there was intention to pull the Variance request from the Consent Agenda and it will be considered at the meeting of June 7th by the Village Board.

II. Todd Hall Parking Lot Tree Purchase, Installation and Care Plan

Administration will go to a nursery to select trees, keeping into consideration a selection of trees that would not require additional maintenance with debris dropping from the trees.

III. Rutledge Hall Playground Timeline Development

An update from the vendor that the equipment will ship the 21st of June and installation can take place in July. The Committee directed Administration to proceed with the playground if the equipment arrives on time.

Work starts June 8th on the District General Work project. Thursday, June 9th begins the seal coating in the Rutledge Hall parking lot. Monday, June 13th starts the site work project, the running path will start first with the bus lane next as we are waiting on Metropolitan Water Reclamation District (MWRD) permit.

Athi Toufexis, Studio GC, presented color options for the permeable paver portion of the Todd Hall parking lot. The Committee selected the Sierra color scheme.

b. 2023 Draft of Master Facilities Plan

Courtney Whited, Business Manager/CSBO, discussed moving up the timeline for selected summer 2023 projects to respond to supply chain issues. The Administration recommended holding off painting the interior of Todd Hall until after renovation of Todd Hall millwork in summer 2026. Courtney reviewed the scope of the remaining projects for summer 2023. Todd Hall tuckpointing for summer 2023 should be surveyed, we should consider a complete grind out and replacement of mortar - do one elevation completely.

A motion was made, seconded, and passed that the Facilities Committee concur with the Administration's recommendation to the Board to approve the 2023 Draft of Master Facilities Plan as presented.

5. OLD BUSINESS

Allow nature to take its course with the locust tree that will border the southeast corner of the parking lot extension.

The Committee discussed the configuration of the walking track with three, 30-inch lanes painted with solid white lines and a plaque to show how many laps equals one mile.

The Vendor will put together playground equipment so it aligns with the concrete pour.

6. NEW BUSINESS

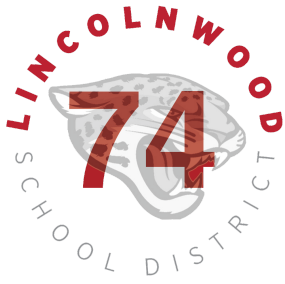
7. ADJOURNMENT

A motion was made, seconded, and passed to adjourn the Facilities Committee meeting at 6:48 p.m.

The next Facilities Committee meeting will be held Tuesday, July 19, 2022 at 6:00 p.m. The public is welcome.

John P. Vranas, Chair

Elaina Geraghty, Co-chair



Facilities Committee Meeting

DATE: July 19, 2022

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
- Information

Purpose:

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

1. General Work (FH Paschen)

- Glazing complete at Todd Hall
- Emergency lights and exit sign replacement in progress
- RTUs are anticipated to ship week of 7/11
- Crane pick tentatively scheduled for week of 7/18
- VFD & pump installation at Lincoln Hall anticipated to be completed 7/8
- Todd Hall 2.5" valve is discontinued but Westside Mechanical intends to acquire one
- Privacy window film for the Rutledge Hall STEM classroom (see attachment)

2. Sitework (Murphy)

- Track completed and striped; ready for use since 6/29
- Todd Hall bus loop has the initial asphalt binding layer; final layer occurs with the lot
- Obstacles: stone workers' strike

3. Sitework Playground Equipment (Various)

- Burke equipment was delivered in June; to be installed summer 2023 at E. Prairie playground
- Team Reil equipment shipping 12/29
- NuToys Equipment: delivered end of June; Rutledge Hall installation anticipated towards end of July with pricing forthcoming from Murphy
- NuToys Surfacing: the Rutledge Hall poured-in-place will be done this summer and the other 3 areas will be delayed until next summer for an additional cost of \$358 to delay one year

4. Cafeteria Tables

- Shipping late on 8/11 for an installation date to begin 8/16

5. Rutledge Hall Elevator Modernization

- Initial date change to December is still in effect

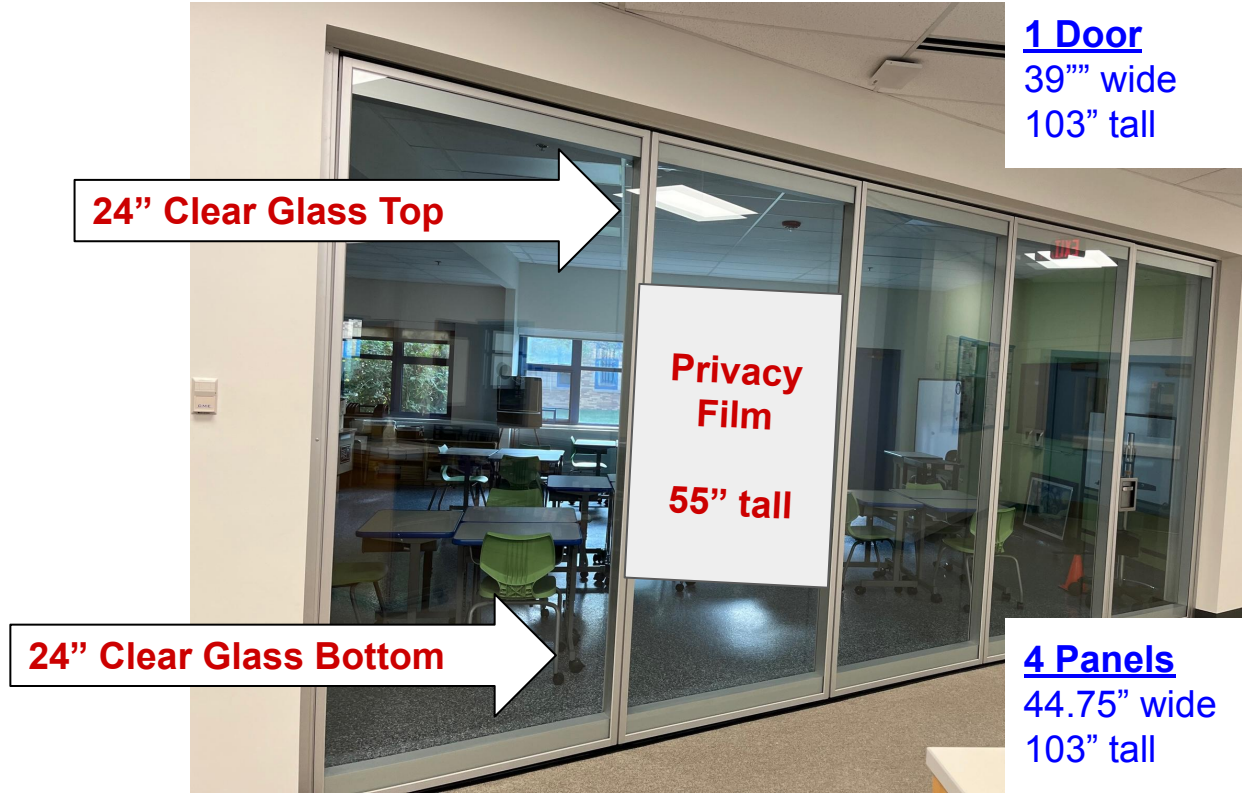
6. Pratt Avenue Parking Lot/Driveway Sealcoating

- Completed June 9

7. Rutledge Hall Specials Furniture

- The majority is scheduled to ship by July 20th, The storage units for STEM will ship on August 8th. Most of the furniture installation will occur the first week of August.

Rutledge Hall STEM Classroom in the Library



Lincoln Hall Room 207 Adjacent to STEM





Executive Summary Facilities Committee Meeting

DATE: July 19, 2022

TOPIC: Fencing for Todd Hall Parking Lot Areas

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

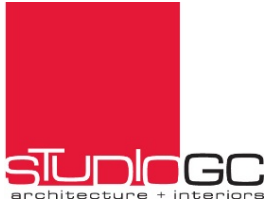
Due to the Todd Hall parking lot extension, a chain link fence has been removed and additional bollards will be installed. In order to maintain a safe parking lot barrier, the District issued a request for proposals for fencing that is consistent with the existing fences across the campus. Attached, are the bid materials and the recommendation from StudioGC.

Fiscal Impact:

\$61,780

Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to approve the Todd Hall Fencing Base Bid #2 from Action Fence in the amount of \$61,780.



223 W. Jackson Blvd., Suite 1200
Fax: 312.253.3401
Chicago, IL 60606
Phone: 312.253.3400

July 8, 2022

Mrs. Courtney Whited
Business Manager/CSBO
Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712

RE: Todd Hall Fencing
Project No. 21091B

Dear Ms. Whited:

Bids for the above referenced project were received at 2:00 p.m. on Thursday, July 7, 2022. There were three (3) bidders of record; two (2) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the Todd Hall Fencing project be awarded to the lowest responsible, responsive bidder, **Action Fence Contractors**.

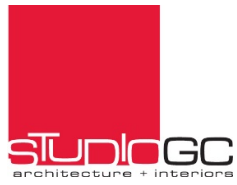
Contractors were asked to provide pricing for two base bid options. Action Fence Contractors provided the following prices:

<u>Base Bid 1 Description</u>	<u>Bid Proposal</u>
Provide steel fencing to match existing style and construction (pop-rivet detailing & channel brackets)	<i>\$78,660.00</i> <i>4 week lead time</i>
<u>Base Bid 2 Description</u>	<u>Bid Proposal</u>
Provide aluminum fencing to match existing style, with alternate pass-through channel construction	<i>\$61,780.00</i> <i>4 week lead time</i>

There were no contingency allowances requested as part of this project.

StudioGC will be at the Facilities Committee Meeting to further discuss the bid results with the committee.

Please do not hesitate to contact me if you have any questions.



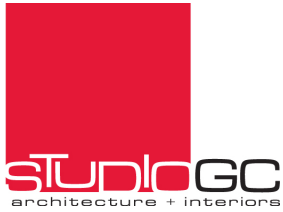
Sincerely,

A handwritten signature in black ink, appearing to read "Athi", with a long horizontal stroke extending to the right.

Athi Toufexis, AIA, ALEP, LEED-AP

Enclosure – Bid Tabulation

cc: Vicki Luczynski, StudioGC



223 W. Jackson Blvd., Suite 1200
 Chicago, IL 60606
 P: 312.253.3400

Client: Lincolnwood School District 74
Project Name: Todd Hall Fencing

Project No.: 21091B
Bid Date: Thursday, July 7, 2022 @ 2:00 p.m.
Project Architect: Athi Toufexis

BID TAB WORKSHEET

Contractor	Base Bid No. 1	Base Bid No. 2	Addendum	Bid	Remarks
			#1	Bond	
Action Fence 847-949-6690	\$78,660.00	\$61,780.00	X	X	
Northern Illinois Fence 815-756-3561	\$93,433.00	\$62,245.00	X	X	

Base Bid No. 1: Master Halco
 Base Bid No. 2: Basis of Design - Ameristar

BASE BID 1

DIFFERENCES FROM BASE BID 2

MATCHES EXISTING CONSTRUCTION STYLE
-U-CHANNEL WITH POP-RIVETS AT PICKETS ON STREET SIDE
-POP-RIVET BRACKETS

MATERIAL: STEEL

WARRANTY: 15 YEARS

SAME AS BASE BID 2

COLOR: BLACK

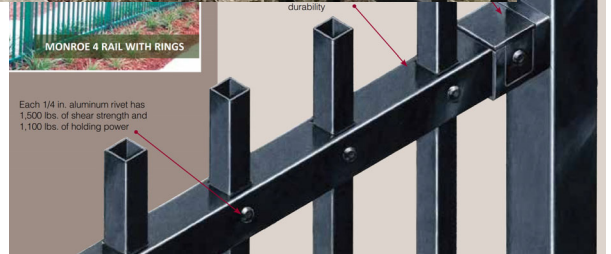
PICKETS: 3/4"

POSTS: 3" X 3" SQUARE

HEIGHT: VARIES (4' TO MATCH EXISTING ALONG LUNT; +/- 2'-10" TO COORDINATE WITH CONCRETE BOLLARDS)

LEAD TIME: 4 WEEKS

BID: \$78,660



BASE BID 2

DIFFERENCES FROM BASE BID 1

SIMILAR TO EXISTING STYLE
-U-CHANNEL WITH SLIDE-THROUGH/
PASS-THROUGH AT PICKETS

MATERIAL: ALUMINUM

WARRANTY: 20 YEARS

SAME AS BASE BID 1

COLOR: BLACK

PICKETS: 3/4"

POSTS: 3" X 3" SQUARE

HEIGHT: VARIES (4' TO MATCH EXISTING ALONG LUNT; +/- 2'-10" TO COORDINATE WITH CONCRETE BOLLARDS)

LEAD TIME: 4 WEEKS

BID: \$61,780



7.10.22

FENCE OPTIONS LINCOLNWOOD SD74 TODD HALL FENCING

21091B

1

3925 W Lunt Avenue, Lincolnwood, IL 60712

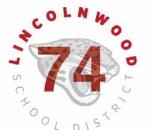


EXHIBIT A – BID FORM

Lincolnwood School District No. 74
TODD HALL FENCING


After having read all the specifications and instructions for bidders and understanding same, I hereby submit the following bid(s) for the Todd Hall Fencing project of School District No. 74 in accordance with said Specifications, including bonds and insurance as stated in the Specifications:

	BASE BID #1 - FIXED PRICE
Including all parts, labor, materials, supplies, tools, equipment, and consumables.	\$ 78,660.00
Include anticipated lead time/ construction commencement date of Base Bid #1 material	LEAD TIME: 4 WEEKS INSTALLATION: 5 DAYS

	BASE BID #2 - FIXED PRICE
Including all parts, labor, materials, supplies, tools, equipment, and consumables.	\$ 61,780.00
Include anticipated lead time/ construction commencement date of Base Bid #2 material	LEAD TIME: 4 WEEKS INSTALLATION: 5 DAYS

14 WITNESSED AND SIGNED

I acknowledge that should this firm be selected, this firm will enter into an agreement substantially in accordance with the terms described in the specifications and subject to approval by the legal counsel for School District No. 74.



 SIGNED
 Donald Ziegler

 PRINT NAME OF SIGNATORY
 Action Fence Contractors Inc

 COMPANY NAME
 945 Tower Rd

 ADDRESS
 Mundelein IL 60060

 CITY STATE ZIP
 Donald Ziegler

 NAME OF CONTACT PERSON

July 6, 2022

 DATE
 President

 PRINT TITLE OF SIGNATORY
 36-2988180

 FEIN
 847-949-6690

 PHONE
 847-949-6499

 FAX
 dziegler@actionfence.com

 CONTACT PERSON'S EMAIL

EXHIBIT A – BID FORM

ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

Donald Ziegler, being first duly sworn, deposes and says:
(print name)

that he/she is an authorized representative of Action Fence Contractors (name of company) the party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other proposer, or to secure any advantages against any other proposer or any person interested in the proposed contract.

Signature: 

Date: July 6, 2022

CERTIFICATE OF ELIGIBILITY TO BID

Action Fence Contractors Inc (bidder), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, as amended, hereby certifies that neither he/she/its partners, officers, or owners of his/her/its business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither he/she/its business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended.

Signature: 

Date: July 6, 2022

COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

The undersigned hereby certifies that my firm has complied with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), as amended, with respect to sexual harassment policies and equal employment opportunities. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law.

Signature: 

Date: July 6, 2022

EXHIBIT A – BID FORM

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug Free Workplace Act"), the undersigned certifies to the Board of Education it will provide a drug-free workplace by:

1. Publishing a statement: A. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace; B. specifying actions that will be taken against employees for violations of this prohibition; C. notifying employees that, as a condition of employment on this contract, employees will: 1. abide by the terms of the statement, 2. notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.

2. Establishing a drug-free awareness program to inform employees about: A. the dangers of drug abuse in the workplace; B. the Contractor's policy of maintaining a drug-free workplace; C. available drug counseling, rehabilitation, and employee assistance programs; D. penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement in subsection "1" to each employee engaged in performance of the contract, and posting it in a prominent workplace location.

4. Notifying the District within ten days after receiving notice in subsection "1", paragraph "C", part "2", from an employee, or otherwise receiving actual notice of such conviction.

5. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.

7. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Drug Free Workplace Certification will subject the contractor to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

For: Action Fence Contractors Inc By: [Signature]
(company name) (signature)

Its: President Date: July 6, 2022
(owner, president, partner, etc.)

EXHIBIT A – BID FORM

CERTIFICATE OF COMPLIANCE CRIMINAL BACKGROUND CHECKS AND SEX OFFENDER DATABASE

The undersigned Contractor shall be responsible for conducting a criminal background check and a check of the Illinois Statewide Sex Offender Database as to all persons working within a school building or other indoor facility used for school purposes, and areas outside buildings and facilities, whether owned, leased or contracted by the School District. This includes all employees of the Contractor or any sub-contractor, all independent contractors, casual laborers, workers obtained through union halls or hiring halls, and all other individuals present on the School District's Property at any time during the performance of the Contract. No person shall be permitted to work on or within the School District's property who: 1) has been convicted of any of the enumerated criminal or drug offenses found in 105 ILCS 5/10-21.9(c), or 2) has been convicted, within seven (7) years of the date of this Certificate of Compliance, of any other felony under the laws of the State of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of this State, or 3) is on the Illinois Sex Offender Database. The Contractor must maintain such records and may be required to submit copies of such records directly to the School District to verify that the criminal background/sex offender checks have been performed on all persons working on or within School District property. All such records must be updated at least every twelve months.

The School District reserves the right to order the Contractor to remove any person from the School District's work who the School District determines to be a threat to safety of students, School District employees, other workers, parents, visitors, or otherwise. All workers must follow School District policies, regulations and rules as to building access and security.

For: Action Fence Contractors Inc. By: 
(company name) (signature)

Its: President Date: July 6, 2022
(owner, president, partner, etc.)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Action Fence Contractors, Inc.

945 Tower Road, Mundelein, IL 60060

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto Lincolnwood School District No. 74

6950 N. East Prairie Rd., Lincolnwood, IL 60712

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2022 Sitework Renovations- Todd Hall Fencing

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of July 2022


(Witness)

Action Fence Contractors, Inc.

(Principal)

By: 

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: 

Attorney-in-Fact Pramod Venkatesh

(Title)

John P. Harney

(Witness)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Cassandra Stone; Christina Mountz; Haley Anderson; Jacquelyn M Norstrom; John P Harney; Josefina Rojo; Pramod Venkatesh; Steven L Wulff

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of September, 2021.

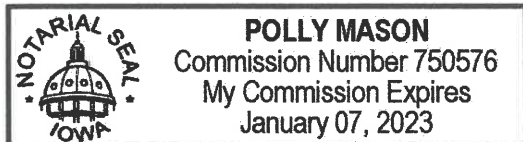


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of September 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of July, 2022.



William Warner Jr.
Secretary

State of Illinois
County of Cook

On this 5th day of July 2022, before me personally appeared
Pramod Venkatesh, known to me to be the Attorney-in-fact of
Merchants Bonding Company (Mutual), the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.





(Notary Public)

(Seal)

EXHIBIT A – BID FORM

Lincolnwood School District No. 74
TODD HALL FENCING

After having read all the specifications and instructions for bidders and understanding same, I hereby submit the following bid(s) for the Todd Hall Fencing project of School District No. 74 in accordance with said Specifications, including bonds and insurance as stated in the Specifications:

	BASE BID #1 - FIXED PRICE
Including all parts, labor, materials, supplies, tools, equipment, and consumables.	\$ 79660.00
Include anticipated lead time/ construction commencement date of Base Bid #1 material	LEAD TIME: 4 WEEKS INSTALLATION 5 DAY

	BASE BID #2 - FIXED PRICE
Including all parts, labor, materials, supplies, tools, equipment, and consumables.	\$ 61780.00
Include anticipated lead time/ construction commencement date of Base Bid #2 material	LEAD TIME: 4 WEEKS INSTALLATION: 5 DAY

I acknowledge that should this firm be selected, this firm will enter into an agreement substantially in accordance with the terms described in the specifications and subject to approval by the legal counsel for School District No. 74.



SIGNED

Donald Ziegler

PRINT NAME OF SIGNATORY

Action Fence Contractors Inc

COMPANY NAME

945 Tower Rd

ADDRESS

Mundelein IL 60060

CITY STATE ZIP

Donald Ziegler

NAME OF CONTACT PERSON

July 6, 2022

DATE

President

PRINT TITLE OF SIGNATORY

36-2988180

FEIN

847-949-6690

PHONE

847-949-6499

FAX

dziegler@actionfence.com

CONTACT PERSON'S EMAIL

RECEIVED ADDENDUM #1

EXHIBIT A – BID FORM

REFERENCES

Provide up to five (5) references of Illinois based school district, government, or commercial customers with similar projects that you have completed within the last (5) years:

	School District	Contact Name, Address	Contact Phone, Email	Project
1.	Hinsdale Township High School District #86	Pepper Construction 411 Lake Zurich Rd Barrington IL 60010	Pete Jezyk 630-824-8306	Hinsdale South High School
2.	Hinsdale Township High School District #86	Pepper Construction 411 Lake Zurich Rd Barrington IL 60010	Pete Jezyk 630-824-8306	Hinsdale Central High School
3.	Elmhurst Community Unit School District 204	Abbey Paving Co 1949 County Line Rd Aurora IL 60502	Greg Wasson	York High School
4.	Mannheim School Dist #83	Mazur + Sons Const 8448 S. Archer Ave Willow Springs IL	Tom Mazur 708-839-5959	2021 Paving Repair + Site Work
5.	Glenview School Dist #34	Riemer Excavating 2401 N US Hwy 20 Pingree Grove IL	Chris Wasko 847-394-6200	Henking and Westbrook Schools

THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES, ERRORS OR IRREGULARITY IN BIDS RECEIVED OR IN THE BIDDING PROCESS, AND TO ACCEPT THE BID OR BIDS THAT THE BOARD OF EDUCATION DEEMS THE MOST FAVORABLE TO ITS INTEREST AFTER ALL BIDS HAVE BEEN EXAMINED AND CANVASSED. THE BOARD RESERVES THE RIGHT TO ENTER INTO DISCUSSIONS OR NEGOTIATIONS WITH ONE OR MORE QUALIFIED VENDORS AT ANY TIME.

Initialed: 
SIGNATORY

Action Fence Contractors Inc
COMPANY

July 6, 2022
DATE

BID SECURITY

A bid security in the form of a Bid Bond or cashier's check in an amount not less than 10% of the Bid Price (highest bid between Base Bid #1 and Base Bid #2) is included with this proposal. Bid Security may be forfeited if a bidder does not meet specifications.

Signature:  Date: July 6, 2022

EXHIBIT A – BID FORM

ANTI-COLLUSION CERTIFICATION OF COMPLIANCE


Donald Ziegler, being first duly sworn, deposes and says:
(print name)

that he/she is an authorized representative of Action Fence Contractors (name of company) the party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other proposer, or to secure any advantages against any other proposer or any person interested in the proposed contract.

Signature:  Date: July 6, 2022

CERTIFICATE OF ELIGIBILITY TO BID

Action Fence Contractors Inc (bidder), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, as amended, hereby certifies that neither he/she/its partners, officers, or owners of his/her/its business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither he/she/its business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended.

Signature:  Date: July 6, 2022

COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

The undersigned hereby certifies that my firm has complied with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), as amended, with respect to sexual harassment policies and equal employment opportunities. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law.


Signature:  Date: July 6, 2022

EXHIBIT A – BID FORM

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* (“Drug Free Workplace Act”), the undersigned certifies to the Board of Education it will provide a drug-free workplace by:

1. Publishing a statement: A. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace; B. specifying actions that will be taken against employees for violations of this prohibition; C. notifying employees that, as a condition of employment on this contract, employees will: 1. abide by the terms of the statement, 2. notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.

2. Establishing a drug-free awareness program to inform employees about: A. the dangers of drug abuse in the workplace; B. the Contractor’s policy of maintaining a drug-free workplace; C. available drug counseling, rehabilitation, and employee assistance programs; D. penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement in subsection “1” to each employee engaged in performance of the contract, and posting it in a prominent workplace location.

4. Notifying the District within ten days after receiving notice in subsection “1”, paragraph “C”, part “2”, from an employee, or otherwise receiving actual notice of such conviction.

5. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.

7. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Drug Free Workplace Certification will subject the contractor to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

For: Action Fence Contractors Inc By: 
(company name) (signature)


Its: President Date: July 6, 2022
(owner, president, partner, etc.)

EXHIBIT A – BID FORM

CERTIFICATE OF COMPLIANCE CRIMINAL BACKGROUND CHECKS AND SEX OFFENDER DATABASE

The undersigned Contractor shall be responsible for conducting a criminal background check and a check of the Illinois Statewide Sex Offender Database as to all persons working within a school building or other indoor facility used for school purposes, and areas outside buildings and facilities, whether owned, leased or contracted by the School District. This includes all employees of the Contractor or any sub-contractor, all independent contractors, casual laborers, workers obtained through union halls or hiring halls, and all other individuals present on the School District's Property at any time during the performance of the Contract. No person shall be permitted to work on or within the School District's property who: 1) has been convicted of any of the enumerated criminal or drug offenses found in 105 ILCS 5/10-21.9(c), or 2) has been convicted, within seven (7) years of the date of this Certificate of Compliance, of any other felony under the laws of the State of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of this State, or 3) is on the Illinois Sex Offender Database. The Contractor must maintain such records and may be required to submit copies of such records directly to the School District to verify that the criminal background/sex offender checks have been performed on all persons working on or within School District property. All such records must be updated at least every twelve months.

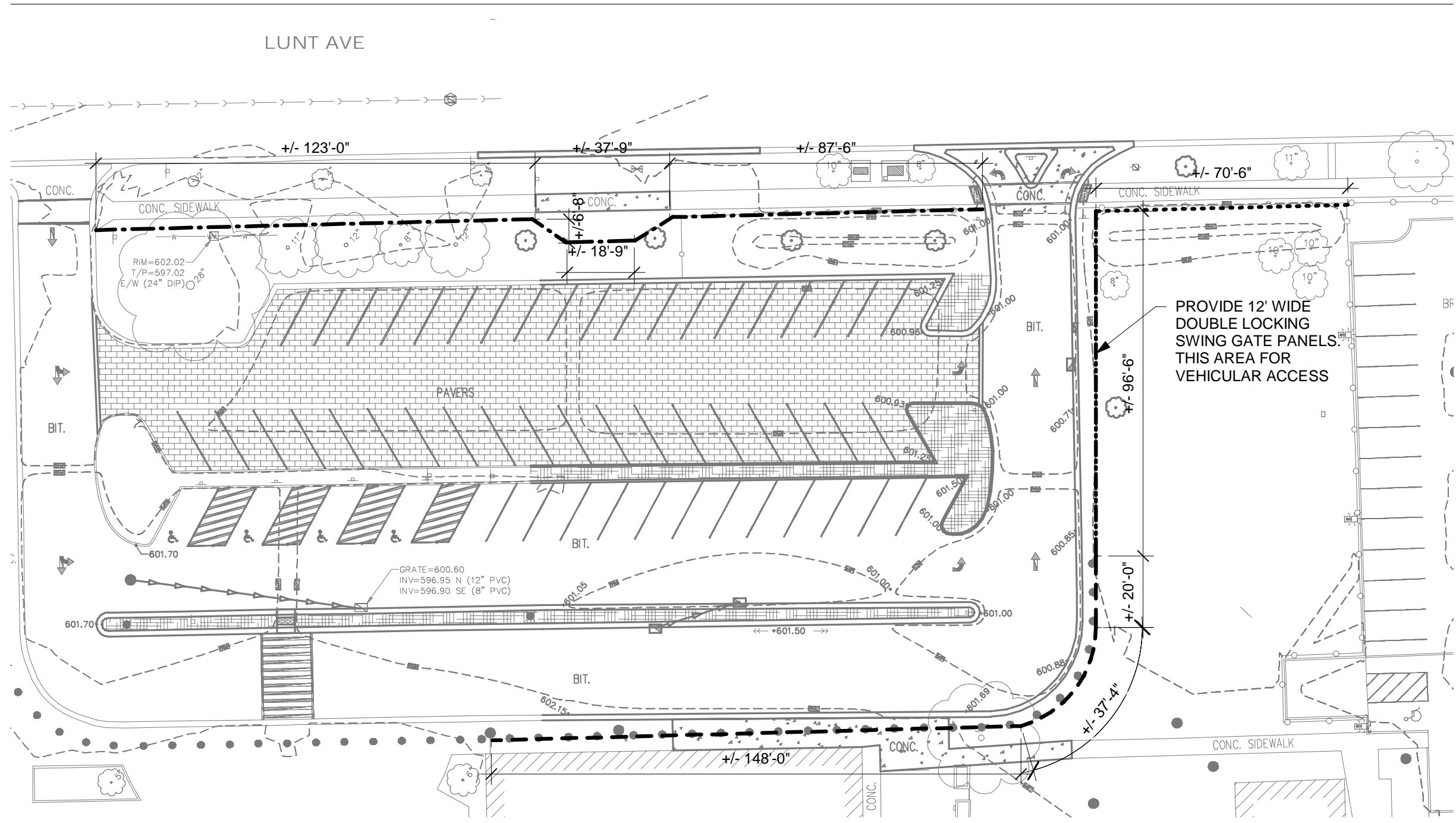
The School District reserves the right to order the Contractor to remove any person from the School District's work who the School District determines to be a threat to safety of students, School District employees, other workers, parents, visitors, or otherwise. All workers must follow School District policies, regulations and rules as to building access and security.

For: Action Fence Contractors Inc. By: 
(company name) (signature)

Its: President Date: July 6, 2022
(owner, president, partner, etc.)

NO	ISSUE	DATE
1	BIDDING	06/23/22

SITE PLAN



1 SITE PLAN
1/32" = 1'-0"

- TYPE A - 2'-9" HIGH BLACK ORNAMENTAL FENCE MOUNTED TO CONCRETE BOLLARDS
- . - . - . TYPE B - 2'-9" HIGH BLACK ORNAMENTAL FENCE
- TYPE C - 4'-0" HIGH BLACK ORNAMENTAL FENCE
- TYPE C - REMOVE EXISTING FENCE AND PROVIDE NEW 4'-0" HIGH BLACK ORNAMENTAL FENCE

PICTURES SHOWN FOR REFERENCE ONLY

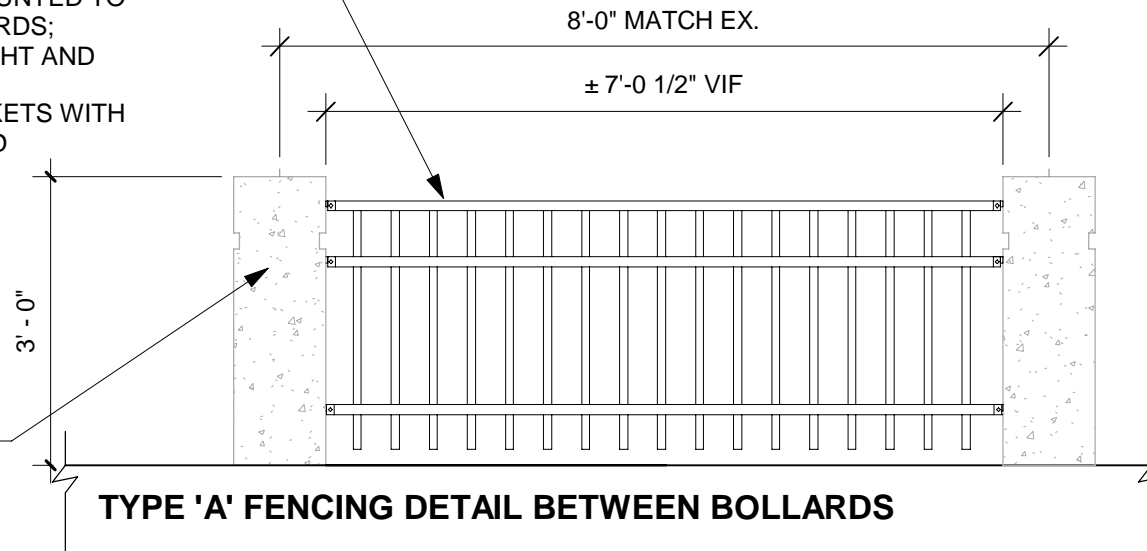
EXISTING FENCE TO BE REMOVED AND REPLACED WITH NEW ±4'-0" HIGH FENCE TO MATCH EXISTING ADJACENT, VIF



CUSTOM BLACK ORNAMENTAL FENCE TO MATCH EXISTING ADJACENT ON SITE IN STYLE; APX 2'-9" HIGH; MOUNTED TO CONCRETE BOLLARDS; COORDINATE HEIGHT AND MOUNTING LOCATIONS/BRACKETS WITH BOLLARDS IN FIELD

12" DIA. X 36" HIGH FLAT TOP BOLLARD BY OTHERS

TYPE 'A' FENCING DETAIL BETWEEN BOLLARDS

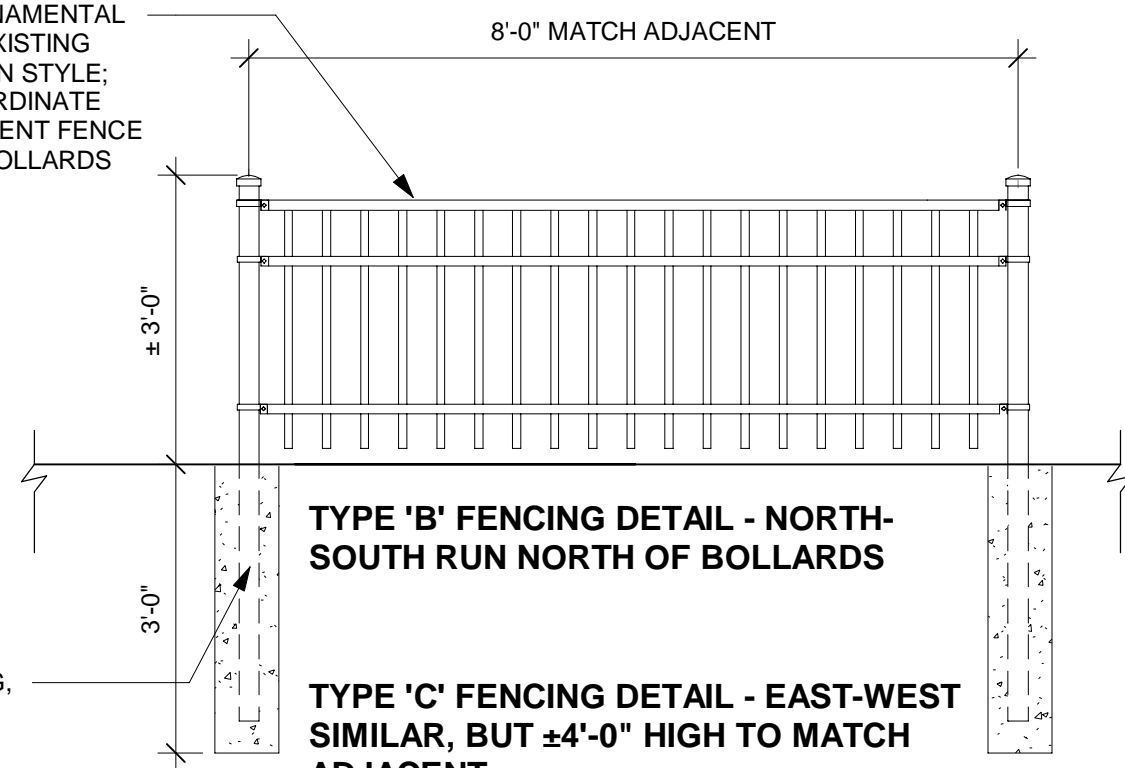


CUSTOM BLACK ORNAMENTAL FENCE TO MATCH EXISTING ADJACENT ON SITE IN STYLE; APX 2'-9" HIGH; COORDINATE HEIGHT WITH ADJACENT FENCE HEIGHT BETWEEN BOLLARDS

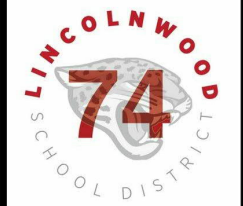
CONCRETE FOOTING, 12" DIA. X 36" D MINIMUM

TYPE 'B' FENCING DETAIL - NORTH-SOUTH RUN NORTH OF BOLLARDS

TYPE 'C' FENCING DETAIL - EAST-WEST SIMILAR, BUT ±4'-0" HIGH TO MATCH ADJACENT



NEW BOLLARDS WILL MATCH THESE EXISTING



TODD HALL FENCING

LINCOLNWOOD SD74
3925 W Lunt Avenue, Lincolnwood, IL 60712

NO	ISSUE	DATE
1	BIDDING	06/23/22
...
...
...

FENCING DETAILS

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Executive Summary Facilities Committee Meeting

DATE: July 19, 2022

TOPIC: Grade 3 Reading Nook Rocking Chairs and Mobile Bookshelves

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Prior to the Pandemic, 3rd grade classrooms had a reading area comprised of a rocking chair and shelving for a classroom library. When extraneous furniture was removed from classrooms, the rocking chairs and shelves were sent to storage. Some of the rocking chairs were the personal item of the teacher.

As we brought back furniture to return to normal classroom configurations, several of the shelving units were damaged and could not be reused. (There are sufficient shelving units for 4th and 5th grade classrooms.) Therefore, the Administration is recommending purchase of rocking chairs and shelving units that would create a level of standardization across classrooms and fit into an overall redesign of the millwork in Rutledge Hall classrooms should that project be undertaken in the future.

Fiscal Impact:

\$8,949.00

Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to approve the purchase of Grade 3 rocking chairs and bookshelves from Library Furniture International in the amount of \$8,949.

7/8/2022

Factory: Whitney Brothers, Mediatechnologies

Lead Time: 8-10 weeks

LFI QT-3050 Proposal For:

Lincolnwood School Dist. 74

Library Furniture International
797 Glenn Ave
Wheeling IL 60090
ph: 847-564-9497
fax: 847-564-9337

ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
CH-1	6	Mediatechnologies		Rocking Chair	\$ 673.00	\$ 4,038.00

6



product representation

HR-N
980-200165-000
Heritage Rocker Mission Style
24.25"W x 29.25"D x 41.5"H
seat height 15.75"H
double scoop wood seat and
curved wood back, mission style
Oak hardwood with standard finish TBD

6

Upholstered Seat Cushion
Fabric: Momentum Agora II, color TBD

BTC-1	6	Whitney Brothers		Book Transportation Center	\$ 438.94	\$ 2,633.64
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6



product representation

WB1037
Two Sided Book Transportation Center
39.5"W x 19.25"D x 36.5"H
Birch plywood with clear finish

TOTAL FOB FACTORY	\$ 6,671.64
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INSTALLATION	\$ 595.00
FREIGHT / DELIVERY	\$ 1,682.36
<i>* prevailing wage labor *</i>	

TOTAL	\$ 8,949.00
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50% DEPOSIT	\$ 4,475
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7/8/2022

Factory: Whitney Brothers, Mediatechnologies

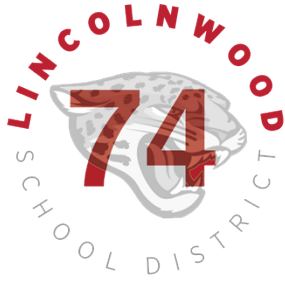
Lead Time: 8-10 weeks

LFI QT-3050 Proposal For:

Lincolnwood School Dist. 74

Library Furniture International
797 Glenn Ave
Wheeling IL 60090
ph: 847-564-9497
fax: 847-564-9337

ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
				<p>QUOTATION TERMS</p> <p>* quotes are valid for 30 days from date at top of this page</p> <p>* quotes are based on stated quantities; any change in quantity may require re-quoting</p> <p>* prices include standard materials/finishes unless otherwise noted</p> <p>* customer is responsible for verifying all final details of order including, but not limited to, size, color, finish, etc.; if there are any questions on this quote, please contact LFI at 847-564-9497 to clarify details prior to accepting quote</p> <p>* LFI assumes use of customer's dumpster for waste removal. If customer requests LFI to provide dumpster, additional costs will be billed to customer.</p> <p>* Storage Costs---if finished product requires storage at LFI warehouse due to customer's site not being ready for installation at the agreed upon time, LFI reserves the right to assess a storage charge</p> <p>PAYMENT TERMS</p> <p>50% deposit; balance due upon completion</p> <p>TO ACCEPT THIS QUOTE:</p> <p>* sign and date below as formal acknowledgement of the quote terms</p> <p>* please forward a deposit if one is required per the quote terms</p> <p>* please fax back to LFI at 847-564-9337 and we will begin processing your order</p> <p>* LFI will coordinate and schedule in-bound freight of your order.</p> <p>* An LFI installer will meet the delivery truck, off-load, unpack, place items and inspect your order for damage. If there is damage or missing items, LFI will handle the claim and coordination with factory.</p> <p>* By NOT contracting LFI for installation, then the client is responsible for handling all issues mentioned above. LFI will provide the name and tracking number of the freight carrier, however, the client is responsible for making freight claims.</p> <p>* Factories and freight carriers will require digital photography of any damage related issues.</p>		
				Signature	Date	
				TOTAL	\$	8,949.00



Executive Summary Facilities Committee Meeting

DATE: July 19, 2022

TOPIC: Lincolnwood Baseball & Softball Association Batting Cage Usage in Gymnasium

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

District Legal Counsel prepared the shared use agreement for Lincolnwood Baseball & Softball Association (LBSA). It is set up for an initial term followed by automatic renewal terms on the fiscal year. The fee for the initial term is waived, but the District retains discretion to impose a fee at any renewal term. The existing policies on facility use and physical fitness centers (i.e. AEDs) are incorporated into the agreement in the miscellaneous provisions at the end. The addition of the LBSA's batting cages is also referenced.

It is dated August 4 so that it can be presented to the Board of Education at that meeting. It is written for the Superintendent's signature, because policy 8:20 designates the Superintendent for approval of these. Board action is not necessarily required, but could be requested by the Committee or the Board President upon reviewing the agenda and packet (Dr. Russo would still sign after Board approval).

Fiscal Impact:

N/A

Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to approve this Shared Agreement with Lincolnwood Baseball & Softball Association.

**SHARED USE AGREEMENT BETWEEN
LINCOLNWOOD SCHOOL DISTRICT NO. 74 AND
LINCOLNWOOD BASEBALL & SOFTBALL ASSOCIATION**

THIS SHARED USE AGREEMENT (“Agreement”) is entered into by and between the BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, a body politic and corporate, (“District”) and LINCOLNWOOD BASEBALL ASSOCIATION, an Illinois not-for-profit corporation also doing business as “Lincolnwood Baseball & Softball Association”, (herein “LBSA”) as of August 4, 2022.

WHEREAS, the District owns the real property located at 6850 N. East Prairie Road, Lincolnwood, Illinois 60712, also known as Rutledge Hall School (the “Site”); and

WHEREAS, LBSA desires to utilize the gymnasium on the Site for temporary batting cage installation and use (the “Permitted Uses”); and

WHEREAS, the District has determined that LBSA’s use of the Site as set forth herein for its programs and activities will not interfere with the District’s use of the Site and will enhance the delivery of LBSA’s services to constituents of the District; and

WHEREAS, LBSA desires to utilize the Site and to enter into this Agreement defining the rights, duties, liabilities of the parties relating to the Site; and

WHEREAS, the Board of Education of the District has the authority to enter into agreements providing for the use of District facilities pursuant to Section 10-22.10 of the Illinois School Code and has delegated such authority to the Superintendent pursuant to Board Policy 8:20 and the administrative procedures thereto; and

WHEREAS, the Board of Education of the District has determined that it is in its best interests to enter into agreements such as this pursuant to the authority granted to it pursuant to the *School Code*, including, but not limited to, Section 10-22.10 thereof (105 ILCS 5/10-22.10).

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the District and the LBSA agree as follows:

1. **Grant of License**. The District hereby grants LBSA a non-exclusive agreement to use the Site for the Permitted Uses during the term stated herein subject to the terms and conditions of this Agreement. Incident to the Permitted Uses, LBSA shall also be permitted reasonable ingress and egress to and from the Site, non-exclusive use of the parking lot and driveways, and non-exclusive use of common areas such as bathrooms and hallways. When utilizing the Site under this Agreement, LBSA, its members, guests and invitees shall enter where designated by the District.

2. **Term**. The term of this Agreement shall commence immediately upon approval by both Parties and shall end on June 30, 2023 (the “Initial Term”). Thereafter, this Agreement shall automatically renew for 12-month terms that begin on July 1 and end on the following June

30 (a “Renewal Term”). The parties may terminate this Agreement at any time by mutual agreement in writing, signed by both parties. Either party may unilaterally terminate this Agreement by written notice to the other party, sent in accordance with Paragraph 14 below, at least thirty (30) days prior to the end of the term.

LBSA shall only be entitled to use the Site on the days mutually agreed upon by the parties on student attendance days after student attendance hours, for the Permitted Uses, subject to the use restrictions set forth in this Agreement. The parties shall meet to set a schedule for use of the Site during the Initial Term. The agreed upon schedule shall be signed by both parties and attached to this Agreement as Exhibit A. Site access for Renewal Terms shall be the same unless the parties meet and set a new schedule, which shall also be signed by both parties and attached to this Agreement an additional exhibit.

3. **Permitted Uses and Conditions of Site.** The District is providing the Site on an “AS-IS” condition and makes no representations or warranties of any kind with respect to the condition of the Site or the fitness of the Site for any particular purpose or use. LBSA shall not use the Site for any use other than the Permitted Uses without the express written consent of the District, which it may withhold in its sole discretion. LBSA shall ensure that all of the programs it operates on the Site are properly supervised by individuals with the appropriate training to supervise such programs. Additionally, all coaches, staff and employees of LBSA who will be present on District property pursuant to this Agreement shall, prior to the commencement of this Agreement, submit to a fingerprint based criminal background check as detailed in Section 10-21.9 of the *School Code* (105 ILCS 5/10-21.9) to ensure that any coaches, staff and employees of LBSA have not been convicted of any of the prohibited offenses in such Section. No coach, staff member or employee of LBSA shall participate in any program under this Agreement, provide any services related thereto or be present on the District property if said person has been convicted of a prohibited offense.

4. **License Fee.** During the Initial Term, the District shall waive the license fee for this Agreement. For Renewal Terms, the District in its sole discretion shall set the license fee. Rates may be set in accordance with Board of Education Policy 8:20-E1 Fee Schedule, or may be modified in the discretion of the District. The license fee determination shall be signed by both parties and attached to this Agreement an additional exhibit (which may be combined with any updated Site access schedule). Amounts shall be invoiced by the District monthly and shall be due within fourteen (14) days of receipt of the invoice. For hourly rates, a minimum of one hour will be charged. If the District does not receive the amount of the invoice when due, said invoice shall be considered late and LBSA shall pay a late fee of \$100.

5. **Alterations to Site.** LBSA shall make no alterations or improvements to the Site without the prior written approval of the District, which approval may be withheld in the District’s sole discretion. LBSA shall further be responsible for the removal of any additions to or installations on the Site, if so directed by the District, and for the cost of the repair of any damage to the Site as a result of said alterations, additions, or installations. Furthermore, LBSA shall not take any action on the Site that may result in a lien thereon. To the extent any lien is filed, recorded or asserted against the property due to any act or omission of LBSA, or its use of the Site, LBSA shall promptly discharge such lien; if LBSA fails to promptly discharge such lien, the District may

take such steps as it deems necessary to discharge the lien. LBSA shall be responsible for all costs and expenses incurred by the District in discharging any lien or repairing any damage to the Site, including reasonable attorneys fees.

The District acknowledges that LBSA's intended usage requires the installation of mounting anchors to walls of the gymnasium. The District and LBSA shall cooperate on the location and installation of said anchors. The District retains discretion over the final approval of the location of anchors, but its approval shall not unreasonably withheld. LBSA shall be responsible for the installation of said anchors by a professional contractor, who shall provide adequate insurance with the District named as an additional insured prior to the performance of the work.

6. **Priority Use of the Site.** The District shall retain priority use of the Site in the event it is needed for school-related activities. In such an event, the District shall provide LBSA with at least fourteen (14) days advanced written notice of such conflict and the District shall be entitled to use of the Site. LBSA shall be entitled to a refund of any prepaid fees related to the District's use of the Site under this Paragraph.

7. **Maintenance.** During its use of the Site, LBSA shall be responsible to maintain the Site in good and safe condition for the uses and purposes for which it is authorized to use the Site hereunder and shall leave the Site in a neat and clean condition. LBSA shall remove all personal property from the Site at the end of the use thereof. Any personal property left on the Site shall become the property of the District and it may dispose of it as it deems appropriate. LBSA shall be responsible for all costs and expenses incurred by the District in disposing any personal property left at the Site. Further, LBSA shall indemnify and hold harmless the Indemnitees (defined in Paragraph 10 below) from any claim by any third party related to the District's disposal of any personal property pursuant to the terms of this Paragraph.

8. **Equipment.** LBSA shall be responsible for providing all equipment necessary to operate its programs, including set-up, removal, and off-site storage. The District shall not provide any on-site storage or assistance in set-up or removal of equipment.

9. **Insurance.** LBSA shall maintain at all times while this Agreement is in effect, the following insurance: (i) commercial general liability insurance, on an occurrence basis, in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) excess or umbrella insurance coverage on an occurrence basis in the amount of at least \$3,000,000 in the aggregate and per occurrence; (iii) automobile liability insurance with a limit of not less than \$1,000,000 each accident and such insurance shall cover liability arising out of any auto (including hired and non-owned autos); and (iv) workers' compensation insurance in at least the minimums required by law. LBSA shall name the Indemnitees (as defined in Paragraph 10 below) as additional insureds on all insurance required hereunder with the sole exception of the workers' compensation insurance. LBSA shall provide the District with a certificate of insurance, in a form acceptable to District, evidencing the insurance required hereunder. Upon demand, LBSA shall provide copies of all insurance policies required hereunder, and endorsements thereto, to the District. All insurance of LBSA shall be primary. Further, to the fullest extent permitted by such

policy, LBSA waives any and all rights of subrogation it or any of its insurers may have against any Indemnitee.

10. **Indemnity and Waiver.** LBSA hereby agrees to indemnify and hold harmless the District, its individual Board members, officers, officials, employees, volunteers and agents (collectively “Indemnitees”), harmless from and against any and all liabilities, obligations, claims, demands, damages, causes of action, costs, fees and expenses whatsoever, including, but not limited to reasonable attorney’s fees, that arise out of, relating to or are connected with LBSA’s use of the Site, or any breach of this Agreement. Further, to the fullest extent permitted by law, LBSA waives any and all claims, demands and causes of action it may have now or in the future against the Indemnitees arising out of, related to or connected with LBSA’s use of the Site or any breach of this Agreement. LBSA shall ensure that it obtains insurance to cover the indemnification obligation stated in this Paragraph.

11. **Compliance with Laws.** In utilizing the Site, LBSA shall comply fully with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act, as well as all other applicable laws, rules and regulations. LBSA further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.*), and their rules and regulations.

12. **Property Taxes.** LBSA shall be responsible for any taxes and fees assessed against the Site or District property as a result of LBSA’s use thereof, if any. LBSA shall promptly pay such taxes and fees upon demand. If LBSA fails to make such payment, the District may make such payment and LBSA shall be responsible for such payment and all other costs and fees, including attorneys’ fees incurred by the District related to making such payment and obtaining reimbursement thereof from LBSA.

13. **Default.** If any party fails to comply with any of the terms hereof, the other party shall provide the breaching party with written notice describing in reasonable detail the nature of the breach. Upon receipt of the notice, the breaching party shall have fourteen (14) days to either remedy such breach, or, if such breach cannot be reasonably remedied within fourteen (14) days, take action to remedy such breach within said fourteen (14) days as quickly as is reasonably possible. If the breaching party fails to take action as required within the fourteen (14) day period, then the breaching party shall be in default of this Agreement and the non-defaulting party may suspend its obligations hereunder until such default is remedied, terminate this Agreement or take such other action as the non-defaulting party may have in equity or law. The District’s maximum liability hereunder shall not exceed the amount of any prepaid fee made by LBSA. LBSA AGREES TO WAIVE ITS RIGHT TO A JURY TRIAL.

14. **Notice.** Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted the parties at the following addresses:

LBSA

John James Dreuth
Lincolnwood Baseball Association
5424 W. Devon, Ste. 46443
Chicago, Illinois 60646

District

Dr. David Russo, Superintendent
Lincolnwood School District No. 74
6950 N. East Prairie Road
Lincolnwood, Illinois 60712

15. **Incorporation.** The recitals set forth above are incorporated into and made a part of this Agreement. In addition, the Board of Education's policies, exhibits, and administrative procedures on community use of school facilities and physical fitness facilities are incorporated into and made a part of this Agreement, including but not limited to Policy 4:170 and Policy 8:20.

16. **Governing Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois. Venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and LBSA hereby submits to the jurisdiction of that court.

17. **Complete Understanding.** This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.

18. **Amendment.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

19. **Waiver.** The failure of either party to demand strict performance of this Agreement on any one occasion shall not prohibit such party from demanding strict performance hereof on any future occasion.

20. **Authority to Execute.** Each signatory hereto represents and warrants that they have the proper corporate authority to execute this Agreement and bind their respective entity to the terms and conditions hereof.

21. **No Third Party Beneficiaries.** This Agreement is by and between the signatories hereto and does not convey any benefits or rights to any third parties and no third party may rely upon the terms and conditions hereof.

22. **Assignment.** LBSA may not assign its interests in this Agreement to any third party without the prior written consent of the District, which it may withhold in its sole discretion.

23. **Counterparts & Facsimile Signatures.** This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Agreement as if the parties had signed a single document. Facsimile signatures shall constitute original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

**LINCOLNWOOD BASEBALL
ASSOCIATION, an Illinois not-for-profit
corporation**

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL
DISTRICT NO. 74**

By: _____

By: _____

Dr. David Russo, Superintendent

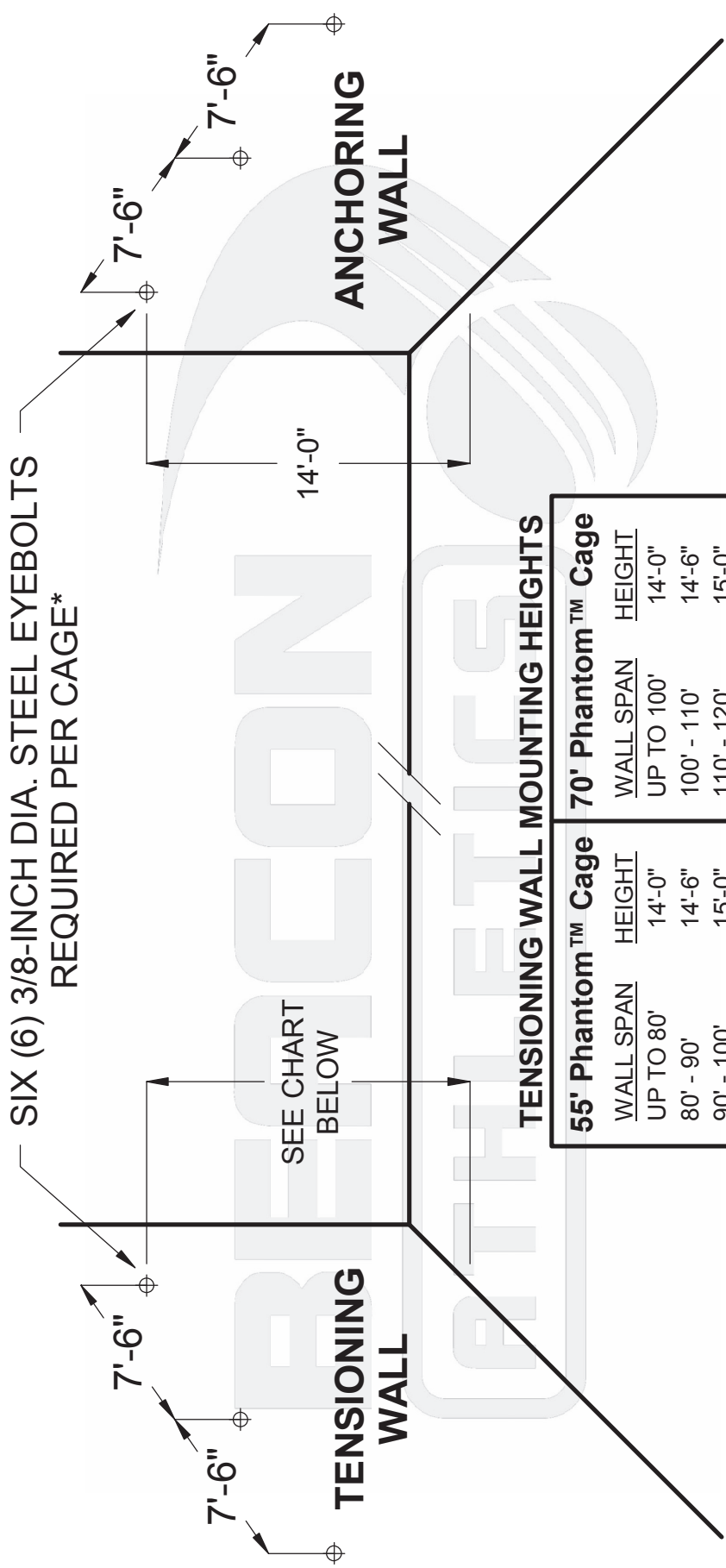
Name: _____

Title: _____

FIGURE 1-1

WALL ANCHOR POSITIONING

Phantom™
TENSIONED SPORTS CAGE SYSTEM



TENSIONING WALL MOUNTING HEIGHTS

55' Phantom™ Cage		70' Phantom™ Cage	
WALL SPAN	HEIGHT	WALL SPAN	HEIGHT
UP TO 80'	14'-0"	UP TO 100'	14'-0"
80' - 90'	14'-6"	100' - 110'	14'-6"
90' - 100'	15'-0"	110' - 120'	15'-0"
100' +	CALL	120' +	CALL

* EYEBOLTS AND WALL ANCHORS ARE NOT INCLUDED. IT IS THE RESPONSIBILITY OF THE END USER TO PROVIDE THE EYEBOLTS AND WALL ANCHORS APPROPRIATE FOR THEIR WALL CONDITION.

WALL ANCHORS MUST BE RATED TO SUPPORT A MINIMUM LOADING OF 250 LBS. AND SIZED TO RECEIVE A 3/8" THREADED EYEBOLT.

BEACON
ATHLETICS

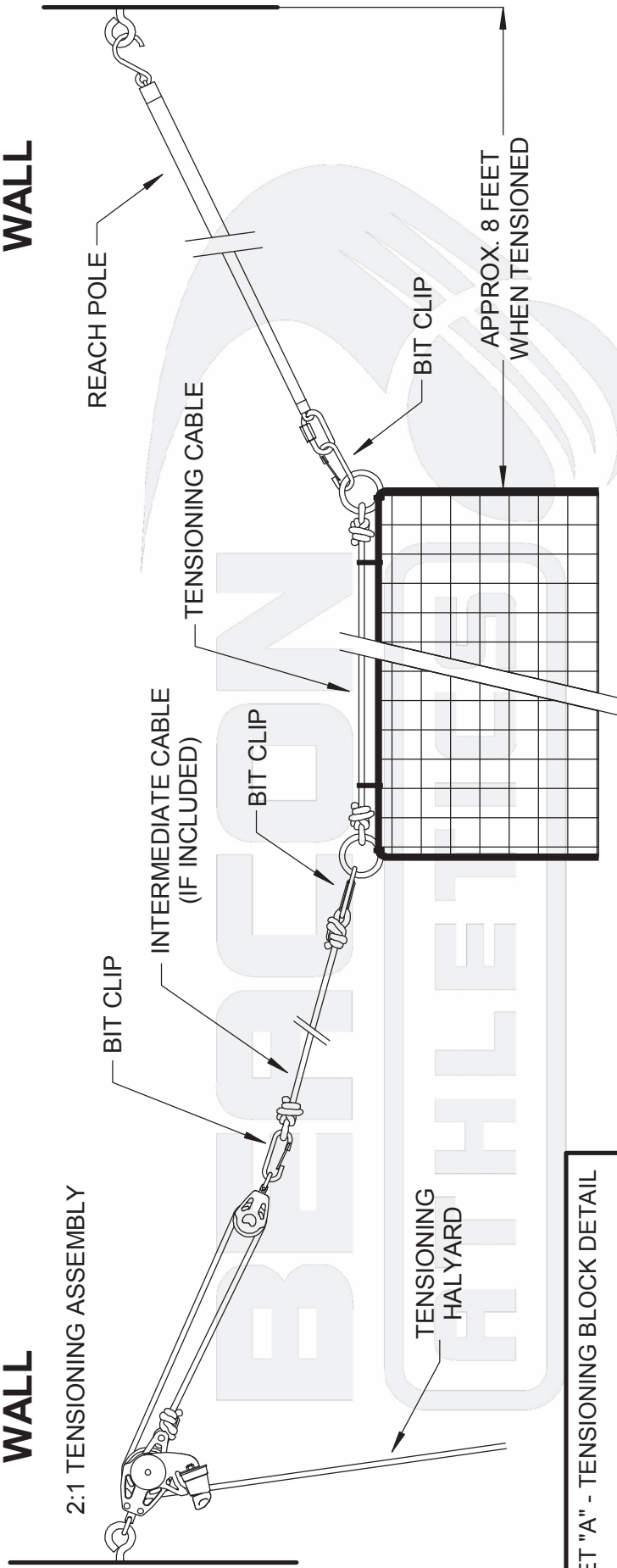
1-800-747-5985

FIGURE 2-1

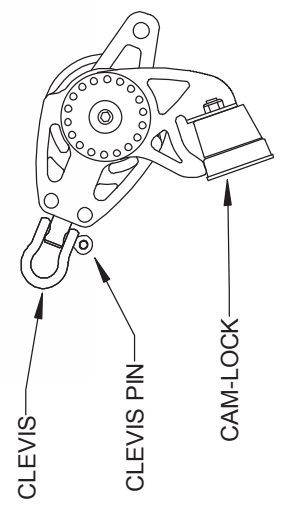
STANDARD ATTACHMENT DETAIL



TENSIONING WALL



INSET "A" - TENSIONING BLOCK DETAIL



PLEASE NOTE: IT IS NORMAL TO EXPECT 18" TO 24" OF SAG THROUGHOUT THE CAGE, ALTHOUGH LESS CAN BE ATTAINED BY INCREASING TENSION ON THE HALYARDS.

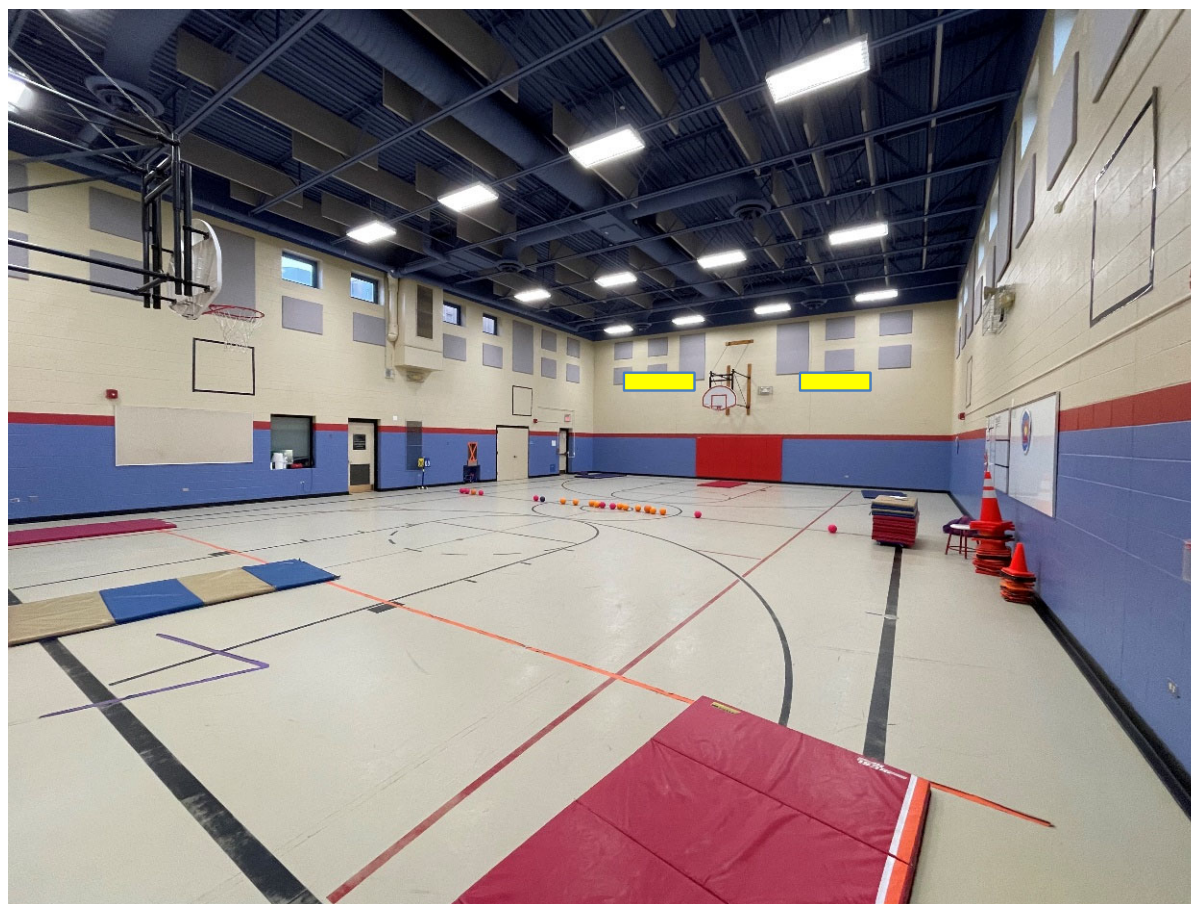
INTERMEDIATE CABLES ARE INCLUDED FOR SPANS OVER 69' FOR A 55' CAGE AND 84' FOR A 70' CAGE.

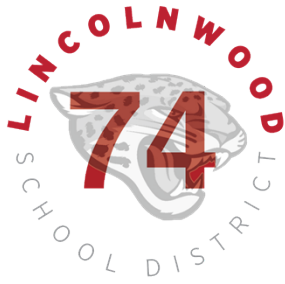




Rutledge Hall Gym

- Gym is 70'x50'
- Ceiling height is 24' (22' to the bottom of the lights)
- 2 cages can run the long way of the gym on either side of the basketball hoop





Facilities Committee Meeting

DATE: July 19, 2022

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)

1. The Village of Lincolnwood shared plans (attached) for summer construction that will impact roadways. Administration provided the information to First Student in preparation for transportation services beginning in August.
2. \$4,800 of the \$25,000 contingency was authorized to allow FH Paschen install the fourteen (14) emergency lights that were not in the count documented within the 2016 Health Life Safety survey.
3. Lincolnwood Baseball & Softball Association requested August 15 - October 9 use of the outdoor fields. MON-THU 5 p.m.- 8 p.m., SUN 2 p.m. - 8 p.m.
4. The Ralla Klepak Performing Arts Program expressed interest in renting the auditorium for a performance and rehearsals but ultimately did not fill out an application due to an insufficient number of audience seats for their needs.
5. The Chicago Urban Bicycling Society (CUBS) has routinely been granted use of the District's Pratt Avenue parking lot for several years. Their membership is down to only 19 members from the usual 50 to 60, and they will only be parking about 12 cars in the southeast corner of the lot near Pratt Avenue. They are leaving on July 24, and returning on July 31.



CONSTRUCTION NOTICE

2022 INFRASTRUCTURE IMPROVEMENTS PROJECT

To: Residents of Lincolnwood

From: Jake Scarpelli
Resident Engineer (Christopher B. Burke Engineering, Ltd.)

The Village of Lincolnwood has contracted with Builders Paving, LLC to construct the 2022 Infrastructure Improvements Project. The project consists of roadway resurfacing, spot curb replacement, sewer repairs, and spot sidewalk replacement. The project is scheduled to begin in July with an anticipated completion date of December 2022. The start date is yet to be determined, and residents will receive another notice once the start date has been finalized.

Construction will generally occur between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday. The street will be open during work; however, there may be periodic closures. Parking on the street will be prohibited during work hours; NO PARKING signs will be posted. Any vehicles in violation of the posted times will risk ticketing and towing at the owner's expense.

If your driveway apron is replaced, driveway access will be restricted for approximately 10 days to allow for construction as well as proper curing of the concrete. You will be notified 48 hours prior to construction beginning to allow ample time for accommodations to be made.

At some locations the sidewalk and curb will be replaced which may impact sprinkler systems. If you have a sprinkler system, please notify the Resident Engineer.

During construction, your street will be subject to heavy equipment and vibration. These factors could potentially exacerbate existing issues with damaged clay sewer laterals, which residents own all the way to the Village's sewer main. It is strongly advised that residents clean and televise their existing sanitary sewer service from the house to the Village main before work begins to identify if any repairs are necessary to your private sewer service. If repairs are required, please notify the Resident Engineer so that we can ensure your work is completed before final paving activities are completed. There is also a cost savings associated with completing these repairs at this time as the cost of repairing the road is already being assumed by the Village. Additionally, if damage does occur as a result of construction, televising your line will provide evidence of the issue against the contractor. The Village is not responsible for repairs to the sewer service from the sewer main to the house.

Questions or Concerns

The Village of Lincolnwood is aware of the disruption and inconvenience that will be caused and appreciates your patience and cooperation during this construction project. If you have any questions or concerns, please feel free to call **Jake Scarpelli at (847) 309-3869**. Jake will be serving as the resident engineer on this project and will be on site full time monitoring the construction and notifying residents of the work. The project location map is provided on the next page.

For additional updates check the Village website www.lincolnwoodil.org.

VILLAGE OF LINCOLNWOOD

COOK COUNTY, ILLINOIS

10 YEAR INFRASTRUCTURE PLAN FY:2022/2033
IMPROVEMENTS

