

District 23 Buildings & Sites Committee

Tuesday, June 6, 2023 8:00 AM

Grodsky Administration Building, 700 N Schoenbeck Rd, Prospect Heights, IL
60070

I. Call to Order

II. Discussion

II.A. Discussion of Summer 2023 & 2024 Work

II.B. Eisenhower Fence Replacement, Ross Gate -
Proposals and Approval

II.C. Ross/Sullivan MP Room Wall Replacement

II.D. Eisenhower Traffic Flow - Changes for
2023-24

II.E. Sullivan Plumbing Repairs - Project
Update

II.F. Security Camera Update

II.G. Day Group Rental Agreement - Contract
Renewal

II.H. PHSD23 & PHPD Cooperative Agreement

II.I. MacArthur Summer Painting Projects

II.J. Meeting Preferences & Planning

III. Old Business

III.A. Lost Time - Overtime Report

IV. New Business

V. Adjournment



Durabilt Fence
 433 Denniston Court
 Wheeling, IL 60090
 P 847-520-5880 F 847-520-4885
 durabiltfence@gmail.com
 www.durabiltfence.com

Proposal

Expiration Date: 1/30/2023
 Quote Date: 1/23/2023

QU2023-00093 | Prospect Heights School District 23

Billing Address	Prospect Heights School District 23 700 N Schoenbeck Rd Propect Heights , IL 60070 ACC2022-03791	Shipping / Location	700 N Schoenbeck Rd Propect Heights , IL 60070
Point of Contact	Michael Ziaja Phone: (262) 716-6144 Email: mziaja@d23.org	Sales Person	Dave Majury (847) 372-4421 durabilt-dave@gmail.com

Description

*Betsy Ross School (4' Green Chain Link Fence)
 Furnish & Install Cantilever 16' Gate & 10' Of Chain Link Fence
 (3) 4" SS40 Gate Post
 (1) 2-1/2" SS40 Terminal Post
 1-5/8" SS40 Top & Bottom Rail
 16' x 4' Cantilever Gate With Rollers & Latch
 Haul Away Extra Dirt
 All Post Set In Concrete*

Inclusions

- * Quality Materials & Professional Workmanship Provided!
- * Removal & Haul Away of Old Materials!
- * Dirt Pick Up & Haul Away Included! (If Required)
- * All Posts Set in Concrete!
- * Public Utility Locates Included!

Exclusions

- Permitting
- Private Utility Locates (Add \$450.00 If Required)

Summary	
Total	6,995.00

Signature _____

Print Name & Title _____

Date _____

Terms & Conditions

- * We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: (\$6,995.00) Six Thousand Nine Hundred And Ninety Five Dollars
- * Payment to be made as follows: 50% Down (\$) & Balance Due Upon Completion
- * Note: There is a 3.5% Additional Charge for All Credit Card Transactions (\$
- * ALL PERMITS MUST BE OBTAINED BY OWNER
- * All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.
- * Customer hereby assumes full responsibility for the location of the line upon which said materials are to be installed and locate any and all private cables to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Durabilt Fence to call J.U.L.I.E.



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Wheeling, IL 60090
P 847-520-5880 F 847-520-4885
durabiltfence@gmail.com
www.durabiltfence.com

Proposal

Expiration Date: 1/30/2023
Quote Date: 1/23/2023

** Note: This Proposal may be withdrawn by us if not accepted within 7 days.*

** I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE*



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 Wheeling, IL 60090
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 durabiltfence@gmail.com
 www.durabiltfence.com

Proposal

Quote ID: QU2023-00115
 Quote Date: 1/27/2023
 Expiration Date: 2/3/2023

QU2023-00115 | Prospect Heights School District 23

Billing Address	Prospect Heights School District 23 700 N Schoenbeck Rd Propect Heights , IL 60070 ACC2022-03791	Shipping / Location	700 N Schoenbeck Rd Propect Heights , IL 60070
Point of Contact	Michael Ziaja Phone: (262) 716-6144 Email: mziaja@d23.org	Sales Person	Dave Majury (847) 372-4421 durabilt-dave@gmail.com

Description

*Eisenhower Elementary School Perimeter Wood Fence Replacement
 Remove & Replace 625' +/- Of 6' Tall Board On Board 2 Rail Western Red Cedar Wood Fence
 New Fence Is Same As Existing Fence
 Straighten 10-15 Existing Post
 Install 200' Of New Post & Fence On North Side Of Property 6' Tall Board On Board WRC Wood Fence
 2-1/2" x SS40 Galvanized Post With Cap
 Wood Adaptors
 2 x 4 x 8 (2) Per Section WRC
 1 x 6 x 6 Dog Eared Boards WRC
 Haul Away All Materials
 Pick Up Extra Dirt
 Wood Behind Fence And Buses Need To Be Moved So We Can Work
 On North Property Line Bushes Might Have To Be Cleared By Others
 All Post Set In Concrete
 Prevailing Wages Included
 District 23 To Get Permit*

Inclusions

- * Quality Materials & Professional Workmanship Provided!
- * Removal & Haul Away of Old Materials!
- * Dirt Pick Up & Haul Away Included! (If Required)
- * All Posts Set in Concrete!
- * Public Utility Locates Included!

Exclusions

- Permitting
- Private Utility Locates (Add \$450.00 If Required)

Summary

Total	21,600.00
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Signature _____

Print Name & Title _____

Date _____

Terms & Conditions

- * We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: (\$21,600.00) Twenty One Thousand Six Hundred Dollars
- * Payment to be made as follows: 50% Down (\$) & Balance Due Upon Completion
- * Note: There is a 3.5% Additional Charge for All Credit Card Transactions (\$
- * ALL PERMITS MUST BE OBTAINED BY OWNER
- * All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices.



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Proposal

Quote ID: QU2023-00115

Quote Date: 1/27/2023

Expiration Date: 2/3/2023

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

** Customer hereby assumes full responsibility for the location of the line upon which said materials are to be installed and locate any and all private cables to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Durabilt Fence to call J.U.L.I.E.*

** Note: This Proposal may be withdrawn by us if not accepted within 7 days.*

** I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE*

REVISIONS

No.	Date	By

Project Number:

 Issue Date:
Feb. 20, 2019
 Drawn by:
FAP
 Sheet Title
**EISENHOWER
 SITE PLAN**
 Sheet Number



1 **COMPOSITE SITE PLAN - EISENHOWER ELEMENTARY SCHOOL**
 SCALE: 1" = 30'-0"



CANTILEVER

GATE



9'
C/L

16'





H2I Group
157 Eisenhower Lane North
Lombard, IL 60148

Quote # 107680

TO: Ross School
Attn:

Date: 4/20/2023
Project: Ross Divider Curtain
Location: Prospect Hts, IL
Architect: na
Addendum: na

Bid Date:

We propose to furnish the following as manufactured by Porter Athletic using standard design, materials, construction sizes and colors.

Sourcewell Contract 071819-PTA

H2I Group is the only approved dealer of custom Porter Athletic equipment in the state of IL

Crew to Install:

Qty (1) Porter 2080 Center Roll Divider Curtain

- Bottom 75% Vinyl, Upper 25% Mesh Colors by Owner Gray/Gray
- Approx. 24.5' H x 73'8" L
- Keyswitch Operation ALL ELECTRIC BY OTHERS
- Assumes Direct Attachment to Beam Covered by Partition Wall
 - o Demo of Partition Wall and All Associated Parts/Pieces by Others
 - o Demo of All Obstructions Below Beam Attachment by Others

Material, Freight and Install	\$20,987.00
ADD if Curtain Cannot be Direct Attached to Beam	\$3,450.00
ADD for Floor Protection	\$1,200.00
ADD for Crew to Demo Existing Partition Wall	\$7,985.00
- Approx. 25'H x 72'L	
- Dispose of Demo Material in Owner Provided Dumpster	
ADD for (2) Demo Dumpsters	\$1,975.00

Qualifications:

1. 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.



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Toll Free:	(888) 239-8747
Email:	info@h2igroup.com
Website:	www.h2igroup.com

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H2I Group
157 Eisenhower Lane North
Lombard, IL 60148

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:

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 _____

RESPECTFULLY,

Name _____

H2I Group

Date _____

By  _____

PURCHASE 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

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



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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. H2I 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 H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I 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 H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

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 H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I'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.

Codes

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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Proposal

5710 N. Northwest Highway
Chicago, IL 60646

Phone # (773) 282-7186
Fax # (773) 282-7189

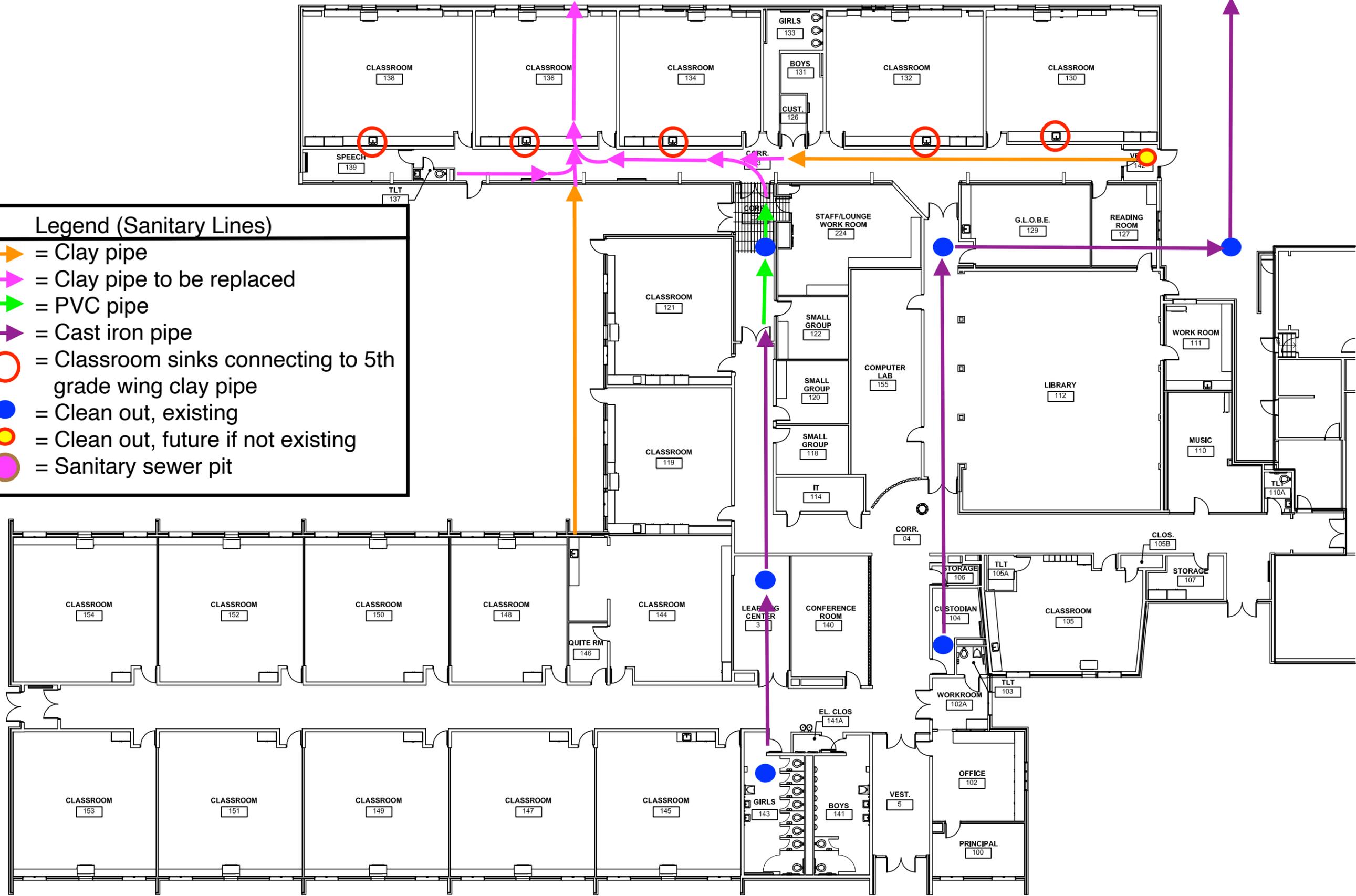
Date	Estimate #
5/18/2023	23165-JC

Name / Address		Project Information	
<p>Prospect Heights School District 23 700 N. Schoenbeck Rd. Prospect Heights, IL 60070</p>		<p>Disconnect/Reconnect Power to Air Curtain Betsy Ross Elementary School 700 N. Schoenbeck Rd. Prospect Heights, IL. 60070</p>	
Description			Total
<p>- Disconnect existing power feed air curtain in gymnasium. - Reconnect and extend, if necessary, to location of new motor for curtain. - Lift will be provided by CSE at no charge.</p> <p>Notes: - All work to be done on straight time; Monday-Friday 7:00a.m.-3:30p.m. - No accelerated schedule. - No fire alarm included. - No permit fees included. - No painting or patching included. - No other electrical work is included in this proposal. - Invoices paid with a credit card will be charged a 3% convenience fee.</p>			<p>725.00</p>
Terms	<p>WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:</p>		<p>\$725.00</p>
<p>ACCEPTANCE OF PROPOSAL</p> <p>The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>DATE _____ Signature _____</p>			
<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within 30 days and it is void thereafter at the option of City Service Electric, Inc.</p>			



Legend (Sanitary Lines)

-  = Clay pipe
-  = Clay pipe to be replaced
-  = PVC pipe
-  = Cast iron pipe
-  = Classroom sinks connecting to 5th grade wing clay pipe
-  = Clean out, existing
-  = Clean out, future if not existing
-  = Sanitary sewer pit



DeFranco Plumbing

www.defrancoplumbing.com

Sent Via Email

May 25, 2023

SD 23 Prospect Heights
700 N. Schoenbeck Road
Prospect Heights, IL 60070

Attn: Mike Ziaja

Re: Plumbing Budget Proposal For:
SD 23 Prospect Heights - Sullivan Elementary School - Sewer Replacement
Prospect Heights, IL

Dear Mike:

We are pleased to provide our plumbing budget proposal for the above referenced project. Our quotation is based on our preliminary sewer investigation work;

FOR THE SUM OF: **\$79,000.00**

Please **ADD \$41,500.00** as a budget to replace existing sanitary sewer that runs north to south in corridor.

NOTE:

THIS QUOTATION IS FOR ACCEPTANCE WITHIN 30 DAYS. THIS OFFICE MUST BE NOTIFIED WITHIN THE 30 DAY PERIOD IN ORDER TO NEGOTIATE A TIME EXTENSION FOR THIS PROPOSAL.

Inclusions:

- . camera existing sanitary sewer in purple "clay pipe to be replace" to lay out for saw cutting
- . floor scanning
- . concrete cutting and removal
- . concrete patching
- . excavation and backfill with small excavator
- . spoil removal from the site
- . replace approximately 190' of sewer with new 6" and 4" PVC pipe and fittings
- . make connection to existing underground sewer stubs from existing fixtures
- . make connection to existing sewer or previously replace sewers
- . add floor cleanouts per code or needed to maintain the sanitary sewer in the future

Please be aware that the above pricing does not include the following items:

- . floor restoration (tile or carpet finishes)
- . any sanitary sewer replacement above the floor
- . replacement of any sanitary sewer outside building or shown in a different color on the drawing
- . sewer replacement of the north and south sewer in corridor (please see above for budget pricing for this work)
- . permits and fees
- . sales taxes
- . repair or replacement of any unknown electrical in the floor slab
- . repairing and replacement of unknown underground obstructions
- . asbestos abatement
- . EPA soil testing or removal of contaminated spoils off site

Thank you for the opportunity to quote the plumbing portion of this project. We trust our proposal will meet with your approval. However, should you have any questions on the above or require any further clarification, please do not hesitate to contact our office.

Sincerely,

DEFRANCO PLUMBING, INC.

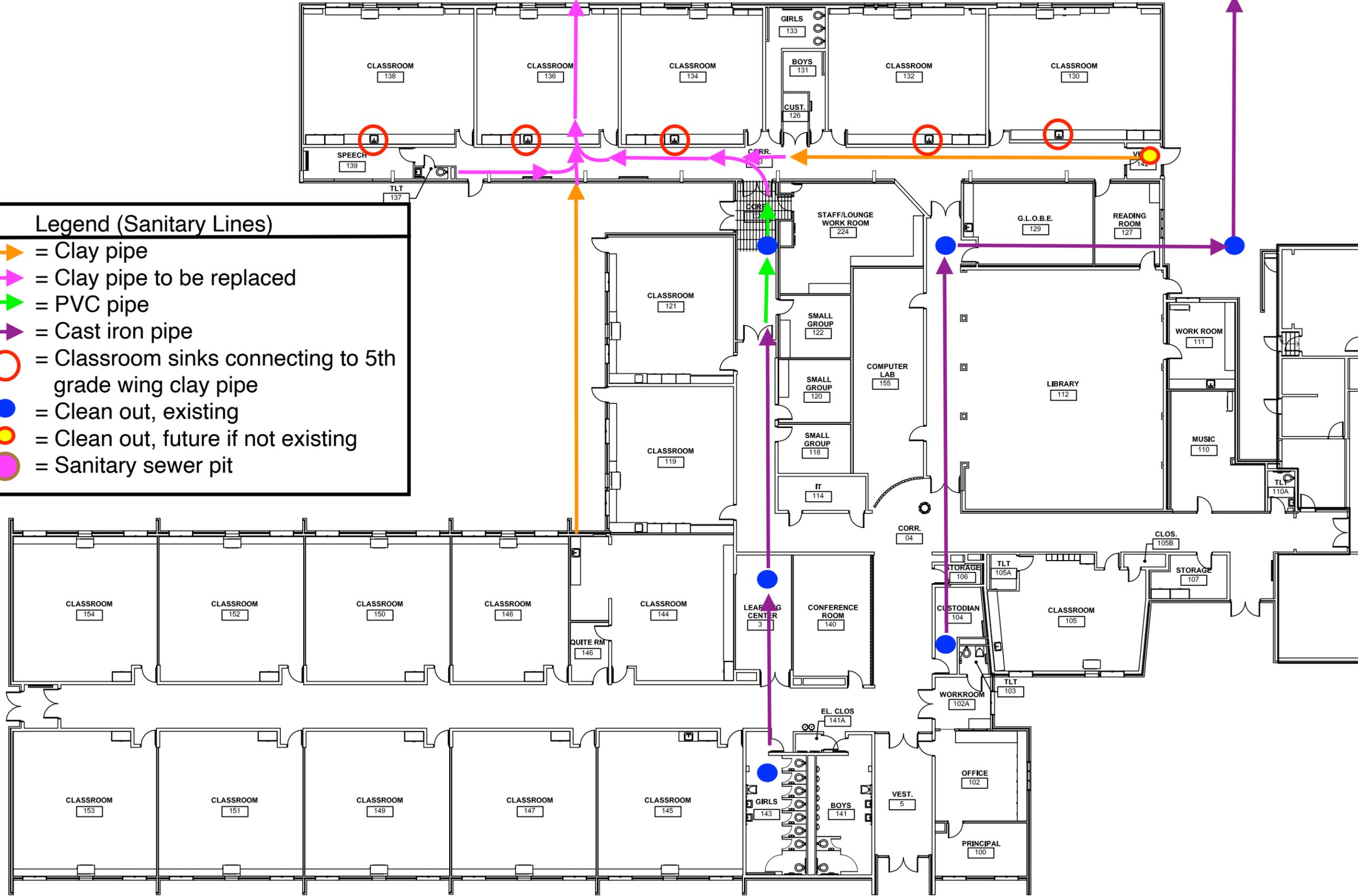
_____ Accept
_____ Decline

Troy DeFranco

Signature of Authorized Agent

Legend (Sanitary Lines)

-  = Clay pipe
-  = Clay pipe to be replaced
-  = PVC pipe
-  = Cast iron pipe
-  = Classroom sinks connecting to 5th grade wing clay pipe
-  = Clean out, existing
-  = Clean out, future if not existing
-  = Sanitary sewer pit





**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23
COOK COUNTY, ILLINOIS
AND
THE DAY GROUP
FOR THE USE OF MACARTHUR MIDDLE SCHOOL**

THIS AGREEMENT is made and entered into on the dates hereinafter set forth by and between the Board of Education of Prospect Heights School District 23, Cook County, Illinois (“School District”) and the Devotional Associates of Yogeshwar, an Illinois Not-for Profit (“DAY”).

WITNESSETH

WHEREAS, the School District is the owner of a school building and ground commonly known and referred to as MacArthur Middle School, (the “School”), located at 710 N. Schoenbeck Road, Prospect Heights, Illinois; and

WHEREAS, the DAY desires to use portions of the Schools for purposes of holding Sunday educational spiritual activities; and

WHEREAS, the School District has determined that the DAY’s use of the School for Sunday educational spiritual activities on agreed upon dates and hours would not interfere with the School District’s delivery of educational services to its students and residents, and has further determined that such use may enhance delivery of such educational services to the community; and

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the *Illinois School Code* (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests and the best interests of the residents of the School District to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. TERM, PAYMENTS, & TERMINATION

1.1 **Term** - The term of this Agreement shall be for a period of one (1) year, commencing on July 1,

2023, and continuing thereafter through June 30, 2024, unless terminated prior to that date, as provided in this Agreement.

- 1.2 **Rates** - On an annual basis, by June 1st of each year, the DAY will meet with the Director of Operations to determine calendar, and specific areas of use based on projected enrollment for the coming fiscal year. Rates will be in accordance with the School District's facility rental rates as shown in Exhibit A.
- 1.3 **Invoicing** - The DAY shall be invoiced by the School District on a monthly basis. Payment terms with the DAY shall be on a net ten day basis. Overdue payments may be subject to a \$150.00 late fee.
- 1.4 **Termination** - Each party reserves the right to terminate this Agreement upon ten (10) days advance written notice due to the breach by the other party of its obligations under this Agreement.
- 1.5 **Effect of Termination** - The termination of this Agreement shall not alleviate any responsibility to pay or make repairs occurring during the effective period of this Agreement.
- 1.6 **Condition of Property** - At the expiration of this Agreement, whether by lapse of time or otherwise, the DAY shall leave the School Properties in substantially the same condition, normal wear and tear attributable to the DAY's use excepted, as in existence at the time of the execution of this Agreement. To the extent the DAY does not meet this obligation, the School District may seek reimbursement for expenses incurred for any work necessary to restore the School to substantially the same condition as in existence at the time of the execution of this Agreement.
- 1.7 **Destruction of Property** - In the event any school or district property is damaged or destroyed such that occupancy and use of the school building is not possible or permitted, this Agreement shall terminate.

II. USE

- 2.1 **Use** - Subject to the conditions set forth herein, the School District shall make available spaces for use located at MacArthur Middle School during the term of this Agreement and during times when there are no conflicting school sponsored activities. The School District will select the classrooms to be used and notify the DAY prior to the first use. The School District may redesignate the classrooms subject to this Agreement at any time. The DAY shall have a license to use the property only, and shall not have any right ownership or possessory rights of any kind or nature.
 - 2.1.1 **Kitchen Facilities** - DAY may not use the kitchen facilities at the schools except with the prior consent of the School District, and if it hires the services of the School District's food service provider to oversee the use of the kitchen. The provision of the School District's consent is at its sole discretion and is not subject to challenge.
 - 2.1.2 **Weather/Building Closures** - In the event of adverse weather conditions or conditions in the building, the School District may close the building and DAY may reschedule missed sessions to a mutually agreeable date and time.

- 2.2 **Priority of Use** - The School District shall have priority over the DAY in both scheduling and use of the School and in the actual use where circumstances unforeseen at the time of scheduling require School District use. The School District shall immediately notify the DAY upon first learning of circumstances which require scheduling changes and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternative times or locations where possible. The DAY shall have priority over other activities not sponsored by the School District. The DAY shall immediately notify the School District of cancellation.
- 2.3 **Scheduling** - The Director of Operations and the Director of the DAY or his/her designee shall jointly establish the schedule of use by June 1st of each fiscal year, in accordance with the requirements of Section 2.1 above, and shall attach a copy of the schedule to this Agreement as Exhibit B. The District is closed and no facility usage is available on national holidays, Thanksgiving Break, Winter Break, or Spring Break.
- Day may cancel a scheduled usage without charge so long as DAY provides the School District with AT LEAST three (3) days advance notice of the scheduled usage OR due to snow/ice/inclement weather conditions by 7:00 am on the day of the scheduled usage.
- 2.4 **Appropriate Use** - The DAY will use those portions of the School for their reasonably intended uses. Operating procedures will be reviewed by the parties prior to the first use. The DAY agrees to comply with all School District policies in conducting its activities at the School.
- 2.5 **Storage** - The School District will accommodate the limited storage of the DAY property at the School in a location reasonably accessible to the DAY. The School District will not be liable for any loss of use of said property due to theft, damage, or destruction. The DAY shall be solely responsible for obtaining insurance protecting against the theft, damage, or destruction of its property, and waives any right of recovery against the School District.
- 2.6 **Non-DAY Activities** - The DAY may not rent or permit the use of the School for non-DAY activities during its scheduled usage time.
- 2.7 **Health and Safety Protocols** - All renters shall ensure their users adherence to all District health and safety protocols while on the premises and utilizing any District facility.

III. MAINTENANCE

- 3.1 **Maintenance** - The School District shall be responsible for the day to day maintenance of the buildings and structures on the School. The DAY will render each portion of the School its uses to its original and broom clean condition after each use.
- 3.1.1 **Snow Removal** – The School District will be responsible for snow plowing when snow reaches a depth of one (1) inch or more. The School District custodian on duty will remove snow from the sidewalks in front of the school regardless of the amount of snowfall or depth.
- 3.2 **Custodial Maintenance** – In the event the DAY leaves a classroom in a condition that requires custodial maintenance in addition to the School District’s usual and customary custodial maintenance, the School District will notify the DAY and the DAY will pay to the School District the cost of such custodial maintenance, including the extra time for completion of cleaning at the

agreed upon rate as stated in Exhibit A to this Agreement.

- 3.3 **Construction and Renovation** - The DAY acknowledges that from time to time it may be necessary for the School District to undertake construction, renovation, or repair projects with respect to the School. In such cases where the construction, renovation, or repair is anticipated or not in response to an emergency, the School District shall consult with the DAY to minimize the interruption or impact on the DAY's use of the School. Where construction, renovation, or repair is in response to an emergency, the School District will make reasonable attempts to accommodate rescheduling or relocation of the DAY's activities.
- 3.4 **General Supervision** – The DAY shall provide supervision of all of its activities occurring at the School. The School District shall provide training to the DAY's employees regarding security procedures at the School.
- 3.5 **Exterior Door Supervision** - The DAY shall provide supervision at all entry and exit doors used for its purposes during arrival and dismissal times. At no time should exterior doors be propped open without proper supervision. Exterior doors should remain closed and locked outside of arrival and dismissal times.
- 3.6 **Classroom Supervision** - The DAY shall provide supervision of students while in classrooms and other spaces at all times.
- 3.7 **Classroom Supplies** - The DAY shall provide all necessary supplies required for the operation of its school curriculum. No District 23 classroom supplies should be used for such purposes.
- 3.8 **Classroom Furniture** - District 23 strongly prefers that the DAY not move any classroom furniture for its school curriculum. Should the DAY require any furniture to be moved, it is The School's responsibility to place furniture back in its original configuration.

IV. INSURANCE AND INDEMNIFICATION

- 4.1 **Insurance** - The DAY shall procure and maintain, at its sole cost and expense, policies of insurance covering its use of the School as provided in the Agreement, in reasonable and appropriate amounts to be agreed upon by the School District and the DAY as hereinafter provided, including comprehensive personal injury, property damage, workers' compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage.
- 4.2 **Additional Insured** - The policies of insurance obtained and maintained by the DAY shall name the School District, its Board, Board members, and employees as additional insureds.
- 4.3 **Insurance Certificates** - All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by the DAY to the School District within ten (10) days of the

DAY's execution of this Agreement and before its use of the School. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification.

- 4.4 **Indemnification by DAY** – The DAY shall indemnify and hold harmless the School District, Board of Education, Board members, its officers, employees and agents for any costs, claims, actions or causes of action, including reasonable attorneys' fees, which may arise from The DAY's use of the building or from the DAY's obligations under this Agreement, except to the extent of the negligence, gross negligence, willful and wanton, or intentional misconduct of the School District, its Board of Education, Board members, officers, employees or agents.
- 4.6 **Incident Reports** - In the event of an incident involving injury to persons or property occurring during the DAY's use of the building, the DAY shall provide the School District with an incident report as soon thereafter as practicable.

V. MISCELLANEOUS PROVISIONS

- 5.1 **Binding Effect** - This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.
- 5.2 **Assignment** - Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- 5.3 **Severability** - The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- 5.4 **Waiver** - Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. Waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.
- 5.5 **Notices** - All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's Superintendent or Director at the party's principal administrative offices. Notices which must be made regarding rescheduling activities or use should first be made by telephone or facsimile.

- 5.6 **Governing Law** - This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- 5.7 **Attorneys' Fees** - In the event of litigation between the parties with respect to any matter related to this Agreement, each party shall bear the cost of its own attorneys' fees.
- 5.8 **Execution of Counterparts** - This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
- 5.9 **Amendment** - Except as specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of both parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by the parties.

THIS AGREEMENT, for a period of one (1) year, commencing on July 1, 2023, and continuing thereafter through June 30, 2024, is hereby agreed to by the parties, as evidenced by signature of authorized representatives below.

Exhibit A - Rental Rates

**Devotional Associates of Yogeshwar, The DAY Group (MacArthur Middle School)
July 1, 2023 to June 30, 2024**

Total Rooms Used	5 Classrooms and Little Theater
Total Rental Hours Per Use	3 Hours
Rental Rate Per Hour:	\$175.00
One Time Administration Fee per Year	\$25.00*
Total Cost per Rental	\$525.00

***One Time Administration Fee Will Be Charged to First Rental**

Rental rates will be billed on a monthly basis.

EXHIBIT A, for the 2023-2024 School Year is hereby agreed to by the parties, as evidenced by signature of authorized representatives below.

BOARD OF EDUCATION OF
PROSPECT HEIGHTS SCHOOL
DISTRICT 23, Cook County, Illinois

THE DAY GROUP
an Illinois not-for-profit

By: _____
President

By: _____
Its Duly Authorized Representative

Attest: _____
Secretary

Dated: _____

Dated: _____



**COOPERATIVE AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23
COOK COUNTY, ILLINOIS
AND
THE PROSPECT HEIGHTS PARK DISTRICT**

THIS AGREEMENT made this _____ day of June 2023, by and between the BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23, Cook County, Illinois (“District 23”), and the PROSPECT HEIGHTS PARK DISTRICT (“Park District”):

WITNESSETH:

WHEREAS, it is in the best interest of the taxpayers of District 23 and the Park District that District 23 and the Park District enter into an intergovernmental Cooperation Agreement to save the taxpayers money by sharing the use of properties owned by District 23 and the Park District in an equitable manner so that the facilities of District 23 and the Park District may be utilized to their fullest capacity, avoiding duplication of construction and maintenance of facilities; and

WHEREAS, the legal authority for the parties to enter into this agreement is established by:

a.) Article VII, Section 10 of the Illinois Constitution, which provides as follows:

“Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contact and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities” and

b.) The Illinois Governmental Cooperation Act, (5 ILCS 220/1 et. seq.) which provides in part as follows:

“ Section 220/3. Intergovernmental Cooperation. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State and jointly with any other public agency of any other state or of the United States to the extent that the laws of such other State or of the United States does not prohibit joint exercise or enjoyment”

“Section 220/5. Intergovernmental Contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or

undertaking, which any of the public agencies entering into the contract is authorized by law to perform, provided that the governing body of each part of the contract shall authorize such contact. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contracted herein, the Park District and District 23 agree as follows:

- A. TERM OF AGREEMENT:** The term of this agreement shall be for three (3) years beginning on July 1, 2023 and ending June 30, 2026 except as earlier terminated in accordance herewith.
- B. USE OF PARK DISTRICT PROPERTY:** District 23 shall have the non-exclusive right to use the Park District properties, facilities and equipment identified on “Exhibit A” attached hereto (Park District Properties) for educational, recreational and related purposes at times when school is in daily session and for school programs (School Programs) including but not limited to after school athletic, noon hour, recess and PTO Programs at all times when the parks are open to the public. The Park District agrees to furnish District 23 each year with a schedule for the Park District’s recreational and other activities planned for the Park District’s properties as follows: on or before May 1 for the summer schedule, on or before August 1 for the fall schedule, on or before December 1 for the winter schedule, and on or before March 1 for the spring schedule.

District 23 shall have the first priority in the use of the Park District properties when the Park District pursuant to such schedule is not using them. District 23 agrees to furnish the Park District with a written, formal application for use of Park District properties. Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The Park District reserves the right to preempt the use of the Park District properties in order to perform lawn mowing and other maintenance functions which have been rescheduled due to weather conditions and/or availability of maintenance personnel and equipment and also for special activities, programs or events conducted on the Park District property, provided the Park District shall give District 23 ten (10) working days prior written notice of any such special activity, program or event except in the case of any emergency or unforeseen situation.

District 23 shall have the right to use the Park District’s recreational equipment, including, without limitation, playground equipment, backstops, tennis courts, backboards and goal posts. District 23 shall not be responsible for any portion of the costs of maintaining, repairing or replacing such equipment unless such costs result from damage caused by other than ordinary wear and tear while District 23 is utilizing the Park District property or equipment

District 23 shall not permit its employees, representatives, agents and invitees access to newly seeded fields or other unauthorized areas. District 23 shall be solely and fully responsible for the supervision of its employees, representatives, agents and invitees while on Park District properties during scheduled District 23 activities.

- C. USE OF DISTRICT 23 PROPERTY:** The Park District shall have the non-exclusive right to use for recreational and related purposes those certain areas and such other areas as may be permitted in writing by District 23 (“the school facilities”) located on certain District 23 real

estate (“District 23 Properties”), which school facilities and District 23 properties are identified in “Exhibit B” attached hereto.

The Park District shall have first priority in the use of such school facilities except when the facilities are being used by District 23 when school is in daily session or when they are being used for school programs. The Park District agrees to furnish District 23 with a written formal application via the agreed upon system for the use of the District 23 properties.

Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The School District reserves the right to preempt the Park District’s use of school facilities for special programs, activities, events, and maintenance functions during the evening hours and at times other than normal school hours, provided it gives the Park District ten (10) days prior written notice, except that such notice will not be required where the cancellation and rescheduling of interscholastic sports competitions are required or in emergency or unforeseen situations. The Park District shall have the right to use certain of District 23’s recreational equipment located in its school facilities. The Park District shall not be responsible for the cost of maintaining, repairing or replacing District 23’s property or equipment unless said property or equipment is damaged by other than ordinary wear and tear while the Park District, its employees or agents, program participants, its assignees or designees are utilizing said property or equipment, ordinary wear and tear excluded.

Park District summer programs can start no earlier than the day immediately after the last day of teacher attendance, provided there is space available at the District 23 locations. In addition, summer programs must end on or before July 31st, except for use of the multi-purpose room (i.e. gymnasium) and restrooms located nearest to that facility, for the purpose of permitting mandatory District maintenance and readying buildings for the start of the school year to be conducted.

D. OBLIGATIONS OF THE PARTIES: Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to wander about in, or gain access to, unauthorized areas of the other party’s properties, provided that each District shall lock doors and/or provide barriers in corridors leading to such unauthorized areas. Each District shall be solely and fully responsible for this supervision of its own employees, representatives, agents and invitees while on the property of the other District.

Neither the Park District nor District 23 shall permit its employees, representatives, agents and invitees to bring alcoholic beverages, tobacco or cannabis products on the other District’s properties.

Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to park any vehicle on the other District’s property except designated parking areas.

E. MAINTENANCE OF PROPERTIES:

1. The Park District shall maintain its facilities and properties, including playground equipment, backstops, tennis courts, backboards and goal posts in a reasonably safe and neat condition. The Park District shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of or its grounds. District 23 understands that

the mowing of play fields is dependent on weather conditions and subject to availability of mechanical equipment.

2. The School District is responsible for daily cleaning of Eisenhower Elementary School classrooms and restrooms, or other portions of the facilities used, when the Park District uses the District 23 facility during regular hours. Should the Park District seek to utilize District 23 facilities after hours or during the weekends, when school is not in session, the Park District may be responsible for covering the costs of custodians brought in to clean the facilities following usage, at a cost of \$150/hour.
3. District 23 shall maintain its facilities and properties, including playground equipment, backstops, backboards in a reasonably safe and neat condition. District 23 shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of its grounds. The Park District understands that the mowing of playing fields is dependent upon weather conditions and subject to availability of mechanical equipment.
4. Each party shall use the other party's property in a reasonably careful manner and return it to the other party in good condition, ordinary wear and tear accepted. Each party shall be responsible for the removal of all litter and debris (i.e., cans, bottles, etc.) from the other's property resulting from and immediately following said party's use of it. Each party shall be responsible for and pay the other additional janitorial costs (i.e., costs other than those to be assumed by a part under Section H, 1 and 2) and other costs incurred as a result of said party's use of the others property, including but not limited to costs incurred for the removal of debris and little accumulated during programs sponsored by said party.

F. INDEMNIFICATION, LIABILITY AND INSURANCE:

1. The Park District shall indemnify and forever hold harmless District 23, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs, and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the Park District's use of District 23 properties; except to the extent caused by any negligent act or omission of any party being indemnified.
2. District 23 shall indemnify and forever hold harmless the Park District, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the District 23's use of the Park District properties; except to the extent caused by any negligent act or omission of any party being indemnified.
3. The Park District, at its sole cost and expense at all times during the term of this Agreement, shall cause District 23 to be named as an additional insured on the Park District's comprehensive general public liability insurance policy shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.
4. District 23, at its sole cost and expenses at all times during the term of this Agreement, shall cause the Park District to be named as an additional insured on District 23's

comprehensive general public liability insurance policy. Said general public liability insurance shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.

5. All policies shall provide that they shall not be canceled or altered except upon ten (10) working days prior written notice to the additional insured party. Each party shall provide the other with copies of such insurance policies.

G. ALTERATIONS: The Park District shall not make any alterations or additions to the School District premises without the School District's prior written consent. The School District shall not unreasonably withhold approval of any non-structural alterations in and additions to the School District premises requested by the Park District. Likewise, the School District shall not make any alterations in or additions to the Park District premises without the Park District's prior written consent. The Park District shall not unreasonably withhold approval of any nonstructural alterations in and additions to the Park District Premises requested by District 23.

H. EARLY TERMINATION:

1. This Agreement may be terminated by either party upon one hundred eighty (180) days prior written notice to the other.
2. At the termination of this Agreement, the Park District shall be entitled to remove in a reasonable length of time any baseball backstops, fences gymnastics equipment, swings and other outdoor play equipment which it owns and has caused to be installed on the premises, pursuant to Section G, provided that the area upon which such items have been installed shall be returned to the School District in the same condition as existed prior to the installation of (said) equipment.

I. FEES AND SERVICES: During the term of this Agreement and any extended term hereof:

1. District 23 shall pay fees to the Park District as follows: All additional janitorial and other costs under Section E.2 and any other costs for personnel and services incurred by the Park District and resulting from District 23's use of the Park District properties. All amounts will be paid within forty-five (45) days following billing.
2. The Park District shall pay fees or provide services to District 23 as follows:
 - a. Additional janitorial and other costs under Section E.3 and any costs for personnel and services above those costs normally and ordinarily incurred by District 23 and resulting from the Park District's use of the District 23 properties. An additional fee for the opening and closing of schools on days and or at times when a regularly scheduled janitor is not on duty or assigned to the building/facility being used, which fee shall be for a minimum two (2) hour rate; at least a one-hour rate for opening time and at least a one-hour rate for closing time based upon the requirements of the District collective bargaining agreement with its janitors. Overtime for the opening of school, closing of school and time for which the janitor must be in or at the facility pursuant to this section shall be paid at that rate required by the District collective

bargaining agreement with its janitors. All amounts will be paid within forty-five (45) days following billing.

- b. For the use of District 23 facilities, and to reimburse District 23 for all indirect costs, Three Thousand Dollars (\$3,000) per year beginning on the date hereof and on each anniversary date hereafter.
3. The Park District shall mow the grass on the east side of the Eisenhower school site. Said mowing will not include trimming around school or playground equipment not purchased and maintained by the Park District.
4. It is understood and agreed that all inhabitants who reside within School District 23 boundaries shall be entitled to participate in any and all programs and Park District facilities listed on "Exhibit A", under the same terms and conditions as such rights are extended to inhabitants of the Park District. In the event, such participation or use requires the payment of any fee or charge, the inhabitants of School District 23 who reside outside of the Park District boundaries shall be required to pay no greater fee or charge than inhabitants of the Park District.
5. The Park District shall provide use of the Old Orchard Country Club as a staging area for District 23 students in an event of an emergency where the students must be evacuated from the school facilities.

J. NOTICES: All notices shall be in writing, except as otherwise provided herein and mailed with postage prepaid, or hand delivered to the individuals and at the address indicated below:

If to District 23:

Prospect Heights School District 23
ATTN: Assistant Superintendent of Finance & Operations
700 N. Schoenbeck Road
Prospect Heights, IL 60070

If to Park District:

Prospect Heights Park District
ATTN: Executive Director
110 W. Camp McDonald Road
Prospect Heights, IL 60070

or to such other individuals or addresses as the parties may designate in writing.

K. MISCELLANEOUS:

1. This Agreement shall be binding upon the parties, their successors, and permitted assignees. This Agreement shall not be modified or amended except by written instrument signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
2. This Agreement shall in no way restrict or abridge the right of the School District to close any one of its schools, and to sell or rent the buildings at the school location. Upon the sale or rental of any school properties or buildings, this Agreement may be null and void

as to the school property or building and at the discretion of either of the parties hereto, the entire Agreement may be terminated upon 180 days written notice and that the annual payment which had been made shall be prorated as of the last day that this Agreement shall be in binding effect and the balance shall be repaid to the other party.

3. The Park District and School District 23 shall at all times provide its own consumable equipment for its programs unless otherwise specifically agreed to the contrary in writing.

L. ADDITIONAL PROPERTY: The parties may, by mutual agreement, add additional properties to Exhibit A and B of this Agreement.

M. NO THIRD-PARTY BENEFICIARY: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS, WHEREOF, the parties have duly caused this Agreement to be executed on the day and year first above written.

Prospect Heights Park District
110 W. Camp McDonald Road
Prospect Heights, IL 60070

Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

BY:

BY:

President

President

Secretary

Secretary

EXHIBIT A
PARK DISTRICT PROPERTIES & FACILITIES

Property: Lions Park Baseball Field
Tennis Courts
Picnic Shelter
Playground

Facilities: Old Orchard Golf Course
Gary Morava Recreation Center (Gymnasium & Multi-Purpose Rooms)
Lions Pool

EXHIBIT B
DISTRICT 23 PROPERTIES & FACILITIES

Property: Eisenhower Baseball Diamond

Facilities: Eisenhower Elementary School Gymnasium
Eisenhower Elementary School Classrooms

Property: Lou Johnson Field at Betsy Ross Elementary School (aka Phantom's Field)

Facilities: MacArthur Middle School Gymnasium
MacArthur Middle School Little Theater



Estimate

2305-1115-9134
2023-05-11

Marc Poulos Painting
33 N Hickory
Arlington Heights IL 60004
marc@marcpoulospainting.com
847-483-9094

McArthur Middle School - Amy McPartlin
700 N Schoenbeck Rd
Prospect Heights IL 60070
amcpartlin@d23.org
(847) 870-5552

We propose to prepare and paint the following areas at: 700 N Schoenbeck Rd, Prospect Heights, IL, 60070

Total: \$3,813.00

Amy McPartlin

Tech Book Room, Collaboration Lab and Teacher Resource Center

Description

Walls

- Prepare and apply two coats of premium quality finish.

Terms and Conditions

Description

Interior Preparation

The following procedures will be applied as necessary to your particular job under normal conditions:

- All furniture and floors will be covered and protected with clean plastic, rosin paper, drop cloths or a combination of all three.
- All cabinets and vanities will be completely draped to protect from paint and dust.
- If baseboard is to be painted, we will tape along carpet/floor edge to protect against paint spill and dust.
- Walls will be scraped, patched and sanded. They will also be re-inspected and patched as necessary before final coats are applied.
- Walls and ceiling cracks will be filled with spackling compound, let dry and sanded smooth.
- More advanced cracks will receive an application of fiberglass joint tape, will be spackled and sanded smooth.
- Repair and sand all nail pops.
- Glossy surfaces and trim will be sanded and cleaned to assure proper paint adhesion.
- Scrape and sand rough areas due to previous paint failure.
- All cracks or noticeable joints in wood trim to be painted and along wall/trim interface (to be painted) will be caulked with a premium quality caulk.
- We will remove all switch plates and outlet covers before we begin any painting. We will cover all electrical outlets with protective tape to prevent any paint marks. All switch plates and outlet covers will be reinstalled.

- We will protect your light fixtures, ceiling fans or chandeliers. We will cover them with clean plastic to protect from dust and paint.
- Work areas will be cleaned up and vacuumed, and debris will be taken away.
- Upon completion, left over paint will be labeled and left at the job site.

Change Orders

- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- If after you agree to this work, you desire any changes or additional work, please contact us as the cost of all reviews must be agreed upon writing. Workers are instructed not to undertake additional work without authorization.
- Starting date is to be agreed upon verbally. Changes may require additional cost.
- It is essential that the work be available to us free from other trades. As a result of trade interference, Marc Poulos Painting & Decorating may leave the job and additional charged may be incurred.

Limited Warranty

- Marc Poulos Painting & Decorating warrants labor and material for a period of five (5) years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will Marc Poulos Painting & Decorating be responsible for consequential or incidental damaged caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty. Warranty does not include horizontal flooring.

Customer Responsibility

- Please take specific note of job description
- Colors must be chosen one (1) week prior to start date. An additional cost will be charged for color changes made after commencement of work.
- Alarms must be turned off while work is in progress.
- Customer is to be available to meet with foreman on the last day of job.

Payment Terms

Cost

- We proposed to furnish material and labor to complete and in accordance with the above specifications for the sum of all as stated above. Individual tasks, if selected, any require additional pricing. Price is valid for 90 days, unless otherwise noted.

Payment

- One third deposit is to be paid upon acceptance of contract.
- The balance is to be paid in full to the foreman on the last day of the job.
- Acceptable forms of payment are cash, check or money order.
- Progress payments may be requested throughout the course of the job.

Total \$ 3813.00
including applicable tax

Electronic Document Acceptance Summary

Status: **Approved**

Signer Name: **Amy McPartlin**

Accepted Amount: **\$3,813.00**

Date: **May 16, 2023**

Time: **09:45AM EDT**

IP Address: **216.125.45.194**

Client Notes: **Thanks Marc... I will need a W9 so we can get you set up as a vendor in our system.**



Estimate

2305-2214-7112
2023-05-22

Marc Poulos Painting
33 N Hickory
Arlington Heights IL 60004
marc@marcpoulospainting.com
847-483-9094

McArthur Middle School - Amy McPartlin
700 N Schoenbeck Rd
Prospect Heights IL 60070
amcpartlin@d23.org
(847) 870-5552

We propose to prepare and paint the following areas at: 700 N Schoenbeck Rd, Prospect Heights, IL, 60070

Total: \$6,515.00

Amy McPartlin

Band Room and Social Office

Description

Walls

- Prepare and apply two coats of premium quality finish.

Miscellaneous

Description

Railings

Prepare, prime where necessary and apply two coats of industrial enamel to black railings in hallways and band room.

Terms and Conditions

Description

Interior Preparation

The following procedures will be applied as necessary to your particular job under normal conditions:

- All furniture and floors will be covered and protected with clean plastic, rosin paper, drop cloths or a combination of all three.
- All cabinets and vanities will be completely draped to protect from paint and dust.
- If baseboard is to be painted, we will tape along carpet/floor edge to protect against paint spill and dust.
- Walls will be scraped, patched and sanded. They will also be re-inspected and patched as necessary before final coats are applied.
- Walls and ceiling cracks will be filled with spackling compound, let dry and sanded smooth.
- More advanced cracks will receive an application of fiberglass joint tape, will be spackled and sanded smooth.
- Repair and sand all nail pops.
- Glossy surfaces and trim will be sanded and cleaned to assure proper paint adhesion.

- Scrape and sand rough areas due to previous paint failure.
- All cracks or noticeable joints in wood trim to be painted and along wall/trim interface (to be painted) will be caulked with a premium quality caulk.
- We will remove all switch plates and outlet covers before we begin any painting. We will cover all electrical outlets with protective tape to prevent any paint marks. All switch plates and outlet covers will be reinstalled.
- We will protect your light fixtures, ceiling fans or chandeliers. We will cover them with clean plastic to protect from dust and paint.
- Work areas will be cleaned up and vacuumed, and debris will be taken away.
- Upon completion, left over paint will be labeled and left at the job site.

Change Orders

- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- If after you agree to this work, you desire any changes or additional work, please contact us as the cost of all reviews must be agreed upon writing. Workers are instructed not to undertake additional work without authorization.
- Starting date is to be agreed upon verbally. Changes may require additional cost.
- It is essential that the work be available to us free from other trades. As a result of trade interference, Marc Poulos Painting & Decorating may leave the job and additional charges may be incurred.

Limited Warranty

- Marc Poulos Painting & Decorating warrants labor and material for a period of five (5) years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will Marc Poulos Painting & Decorating be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty. Warranty does not include horizontal flooring.

Customer Responsibility

- Please take specific note of job description
- Colors must be chosen one (1) week prior to start date. An additional cost will be charged for color changes made after commencement of work.
- Alarms must be turned off while work is in progress.
- Customer is to be available to meet with foreman on the last day of job.

Payment Terms

Cost

- We proposed to furnish material and labor –complete and in accordance with the above specifications for the sum of all as stated above. Individual tasks, if selected, any require additional pricing. Price is valid for 90 days, unless otherwise noted.

Payment

- One third deposit is to be paid upon acceptance of contract.
- The balance is to be paid in full to the foreman on the last day of the job.
- Acceptable forms of payment are cash, check or money order.
- Progress payments may be requested throughout the course of the job.

Total \$ 6515.00
including applicable tax

Electronic Document Acceptance Summary

Status: **Approved**

Signer Name: **Amy McPartlin**

Accepted Amount: **\$6,515.00**

Date: **June 01, 2023**

Time: **02:45PM EDT**

IP Address: **216.125.45.194**

Report -Prospect Heights School District 23
 PERIOD: 05/01/23 -05/25/23

EMPLOYEE	REG	OT1	OT2	VAC	HOL	SIC	OTH	TOTAL
CUSTODIAN DAY SHIFT								
1 Janina Babon -1000114	133:30	7:00				8:00		148:30
2 Jose Blanco -334306	138:00	29:30						167:30
3 Richard Ewanio -665428	146:00	5:00						151:00
4 Miguel Rubio -527342	155:30	12:15						167:45
Total:	573:00	53:45				8:00		634:45
CUSTODIAN NIGHT SHIFT								
1 Juan Chavez-Munoz -928405	120:00					32:00		152:00
2 Antonio Espinoza-Ruiz -1000292	144:00							144:00
3 Ma del Socorro Gonzalez de Ruiz -1000213	128:00					16:00		144:00
4 Brian Hitzeman -348398	151:00							151:00
5 Jose Marroquin -1000138	142:00	25:30						167:30
6 Jaime Ramirez Perez -1000290	144:00							144:00
7 Carlos Rubio -628904	128:00					16:00		144:00
Total:	957:00	25:30				64:00		1046:30
CUSTODIAN PART TIME								
1 Rodolfo Jimenez -1000194	68:00							68:00
2 Esaud Mejia Platero -1000250	52:30					20:00		72:30
Total:	120:30					20:00		140:30
CUSTODIAN WEEKEND SHIFT								
1 Janina Babon -1000114	6:00							6:00
2 Jose Blanco -334306	13:30							13:30
3 Jose Marroquin -1000138	10:00							10:00
Total:	29:30							29:30
MAINTENANCE TECHNICIAN								
1 Danny Vergil -1000135	126:00					16:00	2:00	144:00
Grand Total :	1806:00	79:15				108:00	2:00	1995:15

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