

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT 23 FINANCE COMMITTEE MEETING**  
MONDAY, NOVEMBER 4, 2024  
GRODSKY ADMINISTRATION BUILDING  
700 N SCHOENBECK RD  
PROSPECT HEIGHTS, IL 60070 at 6:00 PM

*Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.*

**AGENDA**

I. Call to Order

II. Discussion Items

A. Financial Reporting to the Committee

Amy will provide an update from Baker Tilly as well as an update on the year to date revenues & expenditures.

B. Discussion of RFP Potential for Auditor Services

Amy will discuss the audit services and costs to date as well as feedback following the completion of our initial agreement with Baker Tilly.

C. Preliminary Tax Levy and Supplemental Tax Levy for the 2024 Tax Year -

2

INFORMATION

The estimated tax levy for 2024 is attached for review. Also attached is the supplemental levy and a resolution for levy apportionment. Following Board action on the 7th, she will schedule a public hearing at the December meeting to approve the levy. She has also prepared a memo for your review.

D. Wheeling Township Treasury - Revision of IGA

21

Following a change in the assignment of Treasurer, and the departure of Wheeling CCSD21 from the Treasury pool, the existing IGA has been updated. The agreement will be brought to the Board for action in November.

E. Notice of Non-Renewal and Upcoming Bid for Landscaping Services

24

Following a disappointing year with the current landscaping vendor, HL Landscaping, the decision has been made to terminate the agreement with the current vendor and issue a new three-year bid for landscaping services. The bid document has been attached for review.

F. Renewal of IGA with the Prospect Heights Youth Baseball & Softball Assoc.

53

Amy will bring forward a proposed renewal of the agreement with the Prospect Heights Youth Baseball & Softball Assoc.

III. Adjournment

**DISTRICT ORGANIZATIONAL GOALS**

- **Student Success:** Ensure ALL students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities.
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.



**PROSPECT HEIGHTS DISTRICT 23  
FINANCE COMMITTEE  
MEMORANDUM**

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**Date:** November 4, 2024

**Title:** Discussion of the DRAFT 2024 Tentative Tax Levies and Resolution for the Proportional Allocation of Taxes

**Contact:** Amy McPartlin, Assistant Superintendent for Finance & Operations

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**Background**

The Board of Education annually approves a property tax levy that is limited by the following items: Voter approved maximum tax rates, Illinois School Code maximum tax rates, Cook County Property Tax Cap; prior year equalized assessed valuation computation, growth in new property, and the property assessment cap. District 23 must file the adopted property tax levy with the Cook County Clerk’s Office no later than the last Tuesday in December each year.

Following review and approval of the tentative levy on November 7th, the Board of Education will authorize the publication of a notice in The Daily Herald regarding the 2024 Proposed Property Tax Levy. This notice will advise the community of the amount of the tax levy increase and the date of the public hearing on the levy. The levy is to then be approved after the hearing at the December 12th Board of Education Meeting. The draft notice of the Truth in Taxation Hearing has been attached.

**Administrative Consideration**

Administration has worked with our partners at Raymond James and Chapman & Cutler to prepare the DRAFT 2024 Tentative Tax Levy. This document serves as the preliminary estimate of the 2024 Property Tax Levy as required by Illinois State Statutes. Generally speaking, the tax levy sets forth the maximum dollar amount that can be received from property taxation in a given year. In addition to individual rate limits in the Operations & Maintenance, Working Cash and Tort, the tax levy is subject to the limitations of the Property Tax Extension Limitation Legislation (PTELL), otherwise known as the tax cap, and restricts the growth in property tax revenue to the lesser of 5% or the annual change in the U.S. Consumer Price Index (CPI) for the previous calendar year, excluding new property. The 2022 Consumer Price Index had a rate of 3.4%, Therefore, the most we can increase the levy under the tax cap is 3.4%, while also accounting for potential new property.

The levy is filed by fund, but limited in aggregate by the PTELL and excludes the Debt Service Fund. The District's goal is to levy the maximum amount allowable under the specifications of PTELL in order to generate revenues sufficient to meet increasing operating costs. Approved bond and interest levies, along with the value of new property, are exempt from the tax cap.

The Truth in Taxation Act requires the Board of Education to determine a proposed levy amount at least twenty days prior to final adoption of the property tax levy. If the proposed aggregate levy, which excludes the Debt Service levy, exceeds 105% of the prior year aggregate extension, then a public hearing must be held prior to levy adoption. While the 2024 tax levy reflects an increase of less than 5%, the District chooses to hold a Truth in Taxation Hearing and discussion in the name of fiscal transparency.

Currently, the outstanding bonds paid from the Debt Service Extension Base (DSEB) are capped at 5% under PTELL, the District will need to issue a single supplemental tax levy for debt service to take full advantage of the additional CPI on the DSEB to pay outstanding debt. The amount referenced will be filed through a separate resolution, as provided by Chapman & Cutler and Raymond James. The supplemental levy on the 2022 bond issuance has been attached and is to be approved and submitted with our 2024 levy in December.

### **Recommendation**

At this time, we are recommending moving forward with a levy of 4.21% based on our assumptions of 3.4% CPI (Capped) and \$3,000,000 in new construction (consistent with our past estimates and conversations with realtors and municipalities).

The draft levy has been attached for the Committee's review.

**NOTICE OF PROPOSED PROPERTY TAX INCREASE  
FOR PROSPECT HEIGHTS PUBLIC SCHOOL DISTRICT 23**

I. A public hearing to approve a proposed property tax levy increase for Prospect Heights Public School District 23, Cook County, Illinois, for 2024 will be held on December 12, 2024 at 7:00 p.m. at the Grodsky Administration Center, 700 N. Schoenbeck Road, Prospect Heights, Illinois. Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Dr. Don Angelaccio, Superintendent, 700 N. Schoenbeck Road, Prospect Heights, Illinois 60070, (847) 870-3850.

II. The corporate and special purpose property taxes extended or abated for 2023 were \$21,822,634.

III. The proposed corporate and special purpose property taxes to be levied for 2024 are \$22,741,000. This represents an 4.21% increase over the previous year.

IV. The property taxes extended for debt service and public building commission leases for 2023 were \$1,448,671

V. The estimated property taxes to be levied for debt service and public building commission leases for 2024 are \$1,422,843.

VI. The total property taxes extended or abated for 2023 were \$23,271,305.

VII. The estimated total property taxes to be levied for 2024 are \$24,163,843 This represents an 3.84% increase over the previous year.

**NOTE TO PUBLISHER:**

1. Notice shall be no less than one-eighth (1/8) page in size.
2. The smallest type used shall be 12 point.
3. Total notice to be enclosed within a black border no less than one-quarter (1/4) of an inch wide.
4. Notice shall not be placed in paper where legal notices or advertisements appear.
5. If there is a question call: Amy McPartlin at (847) 870-5552.
6. Please publish on Monday December 2, 2024.

### Important Disclaimer

This Levy Calculation Form is a worksheet that allows the District to calculate and analyze the available levy and extension amounts and is prepared for informational purposes only. Reasonable efforts and generally accepted methods of calculation have been incorporated into the spreadsheets. However, PMA Financial Network, LLC takes no responsibility for the accuracy of the output and it is highly recommended that users verify calculations independently. The data input, projections, and assumptions provided in this form are based on the information provided by the District. PMA will not verify the accuracy of the data provided by the District and is not responsible for any inaccuracies or incompleteness that appears in the data provided in this form.

Furthermore, the Levy Calculation Form includes a copy of the Illinois State Board of Education Certificate of Tax Levy which is approved for use in 2006. PMA believes this Levy Calculation Form to be current, but the District should verify that with the Illinois State Board of Education.

**LEVY INPUT PAGE - ASSUMPTIONS**

**Legend**

District Assumptions & Data Entry
Calculated Values
Review Needed

Tax Levy Year

District Name  *Enter District Name*  
 District Number  *Enter District Number*  
 Aggregate or County 1  *Enter County 1 Name or Enter "Aggregate" to enter Aggregate Extension Below*  
 County 2  *Enter County 2 Name to Itemize County Extension Below*  
 County 3  *Enter County 3 Name to Itemize County Extension Below*  
 County 4  *Enter County 4 Name to Itemize County Extension Below*  
*Fill out County names as needed - leave other boxes blank*

PTELL - Tax Capped  *Choose Yes or No*

**Critical Assumptions - Formulas in this workbook are dependent on assumptions entered for PTELL & Cook County questions**

Cook County Prior Year EAV Limit  *Choose Yes or No*

Original Tax Levy Certificate   
 Amended Tax Levy Certificate   
*Enter "x" in one box only*

Lesser of 5% or Consumer Price Index  *Lesser of 5% or CPI for Year Ending 2023, Applies to the 2024 Levy*

Actual Rate Setting EAV for 2023  *Enter Actual Rate Setting EAV for 2023*

Estimated Existing EAV % Change for 2024  *Enter Reassessment Percentage Before New Property*

Estimated New Property for 2024  *Enter Estimated New Property*

**Triennial Reassessment Cycle**  
 City of Chicago - 2024  
 North Suburbs - 2025  
 South & West Suburbs - 2026

Estimated Total EAV for 2024  *Includes New Property*

Total % Change From Prior Year  *Includes New Property*

No. of Tax Levied Bond Issues Outstanding  *Flow-through to Certificate of Tax Levy, Verify Records with County Clerk(s)*

**Note, do not include the amount of PTAB revenue recapture added to the extension pursuant to Public Act 102-0519.**

	Input Statutory Maximum Tax Rate	Total 2023 Extension for all Counties	Input 2023 Cook County Extension
Educational		\$18,350,000.00	18,350,000.00
Operations & Maintenance	0.55	\$1,511,000.00	1,511,000.00
Transportation		\$1,100,730.00	1,100,730.00
Working Cash	0.05	\$157,221.00	157,221.00
Municipal Retirement		\$314,503.00	314,503.00
Social Security		\$314,503.00	314,503.00
Fire Prevention & Safety *	0.10	\$0.00	-
Tort Immunity		\$74,677.00	74,677.00
Special Education	0.40	\$0.00	-
Leasing		\$0.00	-
Custom Fund Name		\$0.00	

Total Capped Extension for 2023

SEDOL IMRF (Lake County Only)

Bond and Interest Extension for 2023

Total 2023 Extension  *Include Abatements for Truth in Taxation (35 ILCS 200/18-70) This Includes Abatements for the Property Tax Relief Grant*

\* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

2024 LEVY CALCULATION PAGE

Original Assumptions	
Consumer Price Index	3.40%
Actual Total EAV for 2023	\$685,949,160

Legend	
District Assumptions & Data Entry	
Calculated Values	
Review Needed	

Limiting Rate: Prior Year Extension x (1+Lessor of 5% or CPI)  
(Total EAV - New Property)

Estimated Existing EAV % change for 2024	3.50%
Estimated Existing EAV Value for 2024	\$709,957,381

Estimated New Property for 2024

\$3,000,000
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Limiting Rate	3.1783
Estimated Capped Extension	\$22,659,952.67

Estimated Total EAV for 2024 **\$712,957,381** *Includes New Property*  
Estimated Total EAV % change for 2024 **3.94%** *Includes New Property*

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Operations & Maintenance	\$18,350,000.00	0.55	\$3,921,265.59	\$19,054,076.22	\$18,900,000.00		\$18,900,000.00
Transportation	\$1,511,000.00			\$1,568,975.98	\$1,550,000.00		\$1,550,000.00
Working Cash	\$157,221.00	0.05	\$336,478.69	\$1,142,964.21	\$1,200,000.00		\$1,200,000.00
Municipal Retirement	\$314,503.00			\$163,253.46	\$205,000.00		\$205,000.00
Social Security	\$314,503.00			\$326,570.25	\$402,000.00		\$402,000.00
Fire Prevention & Safety *	\$0.00	0.10	\$712,957.38	\$0.00	\$402,000.00		\$402,000.00
Tort Immunity	\$74,677.00			\$0.00	\$82,000.00		\$82,000.00
Special Education	\$0.00	0.40	\$2,851,829.52	\$77,542.30	\$0.00		\$0.00
Leasing	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00
	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00

Capped Extension	\$21,822,634.00
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\$22,659,952.67
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Capped Levy	\$22,741,000.00
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4.21%	NO
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Truth in Taxation

Levy Amount Above Estimated Extension

\$81,047.33
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SEDOL IMRF Extension	\$0.00
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Estimated SEDOL IMRF Levy   
*(Take County Only; Included in Truth in Taxation Calculations)*

SEDOL IMRF Levy	\$0.00
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Bond & Interest Extension	\$1,448,671.00
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Estimated Bond and Interest Levy   
*(County Clerk Levies Bond & Interest for the District. Verify Records with County Clerk)*

Bond & Int. Levy	\$1,422,843.00
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Total Extension	\$23,271,305.00
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Total Levy	\$24,163,843.00
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3.84%
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2024 TAX EXTENSION WORKSHEET

Original Assumptions	
Estimated % Change to Existing EAV for 2024	3.50%
Estimated New Property for 2024	\$3,000,000
Estimated Total EAV for 2024	\$712,957,381
Estimated Total EAV Change for 2024	3.94%

Legend	
Original Assumptions & Data Entry	
Calculated Values	
Review Needed	

Original Estimate	Scenario Actual
Limiting Rate	3.1783
Capped Extension	\$22,659,953

Scenario Assumptions	Scenario Assumptions
Actual % Change to Existing EAV for 2024	3.50%
Actual New Property for 2024	\$3,000,000
Actual Total EAV for 2024	\$712,957,381
Actual Total EAV Change for 2024	3.94%

Enter What If...? Existing EAV Assumption or Final Actual to Stress Test the Levy  
 Enter What If...? New Property Assumption or Final Actual to Stress Test the Levy

Reduction Factor 96.7414%  
 Does This Levy Capture All Available Property Taxes Under These Assumptions?  
 YES - All Available Tax Capped Dollars Have Been Captured

Current Levy Amount	County Loss %	Total Levy with County Loss %	Scenario Calculated Tax Rate	Maximum Calculated Tax Rate	Maximum Allowable Extension	Maximum Allowable Extension x Reduction Factor	Final Tax Rate	Spring Extension Adjustment Between Funds	Final Adjusted Extension	Final Adjusted Tax Rate
Operational	3.00%	\$19,467,000	2.7305	2.7305	\$19,467,000.00	\$18,832,641.73	2.6415	\$0.00	\$18,832,641.73	2.6415
Operations & Maintenance	3.00%	\$1,596,500	0.2239	0.2239	\$1,596,500.00	\$1,544,475.91	0.2166	\$0.00	\$1,544,475.91	0.2166
Transportation	3.00%	\$1,236,000	0.1734	0.1734	\$1,236,000.00	\$1,195,723.28	0.1677	\$0.00	\$1,195,723.28	0.1677
Working Cash	3.00%	\$205,000	0.0296	0.0296	\$211,150.00	\$204,269.39	0.0287	\$0.00	\$204,269.39	0.0287
Municipal Retirement	3.00%	\$402,000	0.0581	0.0581	\$414,060.00	\$400,567.30	0.0562	\$0.00	\$400,567.30	0.0562
Social Security	3.00%	\$402,000	0.0581	0.0581	\$414,060.00	\$400,567.30	0.0562	\$0.00	\$400,567.30	0.0562
Fire Prevention & Safety *	3.00%	\$0	0.0000	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00	0.0000
Tort Immunity	3.00%	\$82,000	0.0118	0.0118	\$84,460.00	\$81,707.76	0.0115	\$0.00	\$81,707.76	0.0115
Special Education	3.00%	\$0	0.0000	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00	0.0000
Leasing	3.00%	\$0	0.0000	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00	0.0000

Capped Levy/Extension/Rate	\$22,741,000	\$23,423,230	3.2854	3.2854	\$23,423,230.00	\$22,659,952.67	3.1783	\$0.00	\$22,659,952.67	3.1783
SEDOL, IMRF Levy	\$0				Actual SEDOL, IMRF Extension/Rate		0.0000	Lake County Only		0.0000
Bond & Interest Levy	\$1,422,843				Actual Bond & Interest Extension/Rate		0.0000	Includes Loss % Added by County Clerk(s)		0.0000
Total Levy	\$24,163,843				Actual Total Extension/Rate	\$22,659,953	3.1783			3.1783

Original: 

x

  
 Amended: 


**ILLINOIS STATE BOARD OF EDUCATION**  
 School Business and Support Services Division  
 (217) 785-8779

**CERTIFICATE OF TAX LEVY**

A copy of this Certificate of Tax Levy shall be filed with the County Clerk of each county in which the school district is located on or before the last Tuesday of December.

District Name Prospect Heights School District	District Number 23	County Cook
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**Amount of Levy**

Educational	\$ 18,900,000	Fire Prevention & Safety *	\$ 0
Operations & Maintenance	\$ 1,550,000	Tort Immunity	\$ 82,000
Transportation	\$ 1,200,000	Special Education	\$ 0
Working Cash	\$ 205,000	Leasing	\$ 0
Municipal Retirement	\$ 402,000		\$ 0
Social Security	\$ 402,000	Other	\$ 0
		<b>Total Levy</b>	<b>\$ 22,741,000</b>

\* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

See explanation on reverse side.

Note: Any district proposing to adopt a levy must comply with the provisions set forth in the Truth in Taxation Law.

**We hereby certify that we require:**

the sum of 18,900,000 dollars to be levied as a special tax for educational purposes; and  
 the sum of 1,550,000 dollars to be levied as a special tax for operations and maintenance purposes; and  
 the sum of 1,200,000 dollars to be levied as a special tax for transportation purposes; and  
 the sum of 205,000 dollars to be levied as a special tax for a working cash fund; and  
 the sum of 402,000 dollars to be levied as a special tax for municipal retirement purposes; and  
 the sum of 402,000 dollars to be levied as a special tax for social security purposes; and  
 the sum of 0 dollars to be levied as a special tax for fire prevention, safety, energy conservation, disabled accessibility, school security and specified repair purposes; and  
 the sum of 82,000 dollars to be levied as a special tax for tort immunity purposes; and  
 the sum of 0 dollars to be levied as a special tax for special education purposes; and  
 the sum of 0 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and  
 the sum of 0 dollars to be levied as a special tax for \_\_\_\_\_; and  
 the sum of 0 dollars to be levied as a special tax for \_\_\_\_\_  
 on the taxable property of our school district for the year 2024

Signed this 12 day of December 2024.

\_\_\_\_\_  
 (President)

\_\_\_\_\_  
 (Clerk or Secretary of the School Board of Said School District)

When any school is authorized to issue bonds, the school board shall file a certified copy of the resolution in the office of the county clerk of each county in which the district is situated to provide for the issuance of the bonds and to levy a tax to pay for them. The county clerk shall extend the tax for bonds and interest as set forth in the certified copy of the resolution, each year during the life of the bond issue. Therefore to avoid a possible duplication of tax levies, the school board should not include a levy for bonds and interest in the district's annual tax levy.

Number of bond issues of said school district that have not been paid in full 5.

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 (Detach and Return to School District)

This is to certify that the Certificate of Tax Levy for School District No. 23, Cook County, Illinois, on the equalized assessed value of all taxable property of said school district for the year 2024 was filed in the office of the County Clerk of this County on 2024.

In addition to an extension of taxes authorized by levies made by the Board of Education (Directors), an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon.

The total levy, as provided in the original resolution(s), for said purposes for the year 2024, is \$ \_\_\_\_\_.

\_\_\_\_\_  
 (Signature of County Clerk)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (County)

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

\* \* \*

WHEREAS, School District Number 23, Cook County, Illinois (the “*District*”), is a duly organized School District operating under the provisions of the School Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “*School Code*”); and

WHEREAS, the District has heretofore issued and has outstanding its General Obligation Limited Tax School Bonds, Series 2022, dated November 2, 2022 (the “*Bonds*”); and

WHEREAS, the Bonds were issued as limited bonds pursuant to and in accordance with the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, pursuant to a resolution adopted by the Board of Education of the District (the “*Board*”) on the 18th day of October, 2022 (the “*Bond Resolution*”), and in accordance with the provisions of the School Code and the Debt Reform Act, the District has heretofore levied taxes upon all of the taxable property within the District to pay the principal of and interest on the Bonds as set forth in Column (B) of the schedule attached hereto as *Exhibit A*; and

WHEREAS, the Bond Resolution has been filed with the County Clerk of the County of Cook, Illinois (the “*County Clerk*”); and

WHEREAS, pursuant to the Bond Resolution, the District has directed the County Clerk to extend the taxes levied in the Bond Resolution to pay principal of and interest on the Bonds in accordance with the terms of the Bond Resolution; and

WHEREAS, although the obligation of the District to pay the Bonds is a general obligation under the School Code and all taxable property in the District is subject to the levy of taxes to pay the Bonds without limitation as to rate, the amount of said taxes that will be extended to pay the

Bonds is limited by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “*Tax Extension Limitation Law*”); and

WHEREAS, pursuant to and in accordance with the provisions of the Debt Reform Act, the Bonds are payable from the debt service extension base of the District (the “*Base*”), which is an amount equal to that portion of the extension of the District for the 1994 levy year constituting an extension for payment of principal of and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year; and

WHEREAS, the Base for levy year 2024 is equal to \$1,431,013.65 (the “*Base*”); and

WHEREAS, the principal of and interest due on the Bonds exceeds the taxes levied in the Bond Resolution in certain levy years; and

WHEREAS, in accordance with the School Code, the Debt Reform Act and the Tax Extension Limitation Law, the District has the authority to adopt a supplemental levy causing the amount of taxes levied to pay the principal of and interest on the Bonds to be increased up to the amount of the Base or the amount of the principal of and interest due on the Bonds (as set forth in Column (A) of *Exhibit A*) and the District’s other outstanding limited bonds payable from the taxes levied for each such levy year, whichever is less; and

WHEREAS, the Board has heretofore determined and does hereby determine that it is necessary and in the best interests of the District that the District adopt supplemental tax levies to pay the principal of and interest on the Bonds as further described herein:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of School District Number 23, Cook County, Illinois, as follows:

*Section 1.* The preambles to this Resolution are hereby found and determined to be true, correct and complete and are hereby incorporated into this Resolution by this reference.

*Section 2.* The District does hereby levy for each of the years 2024 to 2031, inclusive, the supplemental amounts set forth in Column (C) of *Exhibit A*, which levy shall be extended against all of the taxable property in the District for the purpose of paying the principal of and interest on the Bonds. The taxes herein levied shall be in addition to and in excess of the taxes levied in the Bond Resolution. A schedule showing the aggregate of the taxes levied in the Bond Resolution and the taxes levied in this Resolution is set forth in Column (D) of *Exhibit A*.

*Section 3.* Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2024 to 2031, inclusive, ascertain the rate necessary to produce the tax as set forth in Column (D) of *Exhibit A*, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for school purposes, in order to raise the respective amount aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general school purposes of the District. When collected, the taxes hereby levied for the Bonds shall be placed to the credit of the special fund heretofore created and designated as the "School Bond and Interest Fund of 2022", which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds. A certified copy of this Resolution shall also be filed with the School Treasurer who receives the taxes of the District.

*Section 4.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 5.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted \_\_\_\_\_, 2024.

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President, Board of Education

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Secretary, Board of Education

**EXHIBIT A**

**SUPPLEMENTAL AND TOTAL TAXES LEVIED AND TO BE EXTENDED FOR THE BONDS**

	(A)	(B)	(C)	(D)
YEAR OF LEVY	DEBT SERVICE DUE ON THE BONDS	TAXES LEVIED IN THE BOND RESOLUTION	SUPPLEMENTAL TAX LEVIED HEREIN	TOTAL TAXES TO BE EXTENDED TO PRODUCE
2024	\$ 185,434.00	\$ 146,550.05	\$38,883.95	\$ 185,434.00
2025	196,954.00	131,203.05	47,054.60	178,257.65
2026	152,952.00	152,952.00	0.00	152,952.00
2027	155,342.00	155,342.00	0.00	155,342.00
2028	152,558.00	143,159.05	9,398.95	152,558.00
2029	154,774.00	123,559.05	31,214.95	154,774.00
2030	1,116,816.00	1,061,559.05	47,054.60	1,108,613.65
2031	900,276.00	900,276.00	0.00	900,276.00

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of School District Number 23, Cook County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a true, correct and complete copy of the resolution adopted by the Board at a meeting of the Board held on the \_\_\_\_ day of \_\_\_\_\_, 2024, and entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

which said resolution as adopted at said meeting appears in the transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Secretary, Board of Education

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

duly adopted by the Board of Education of School District Number 23, Cook County, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, 2024, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting School Treasurer who receives the taxes of School District Number 23, Cook County, Illinois (the “*District*”), and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2024, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

duly adopted by the Board of Education of the District on the \_\_\_\_ day of \_\_\_\_\_, 2024, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

School Treasurer

**RESOLUTION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23,  
COOK COUNTY, ILLINOIS, PROVIDING  
INSTRUCTIONS TO THE COUNTY CLERK  
REGARDING 2024 TAX LEVY EXTENSION REDUCTIONS**

**WHEREAS**, Section 18-195 of the Property Tax Extension Limitation Law (“PTELL”) provides that the County Clerk shall extend a tax rate for the sum of a taxing district’s funds that is not greater than the limiting rate; and

**WHEREAS**, Section 18-195 of PTELL further provides that if the County Clerk is required to reduce the aggregate extension of a taxing district, the Clerk shall proportionally reduce the extension for each fund unless otherwise requested by the taxing district; and

**WHEREAS**, the Board of Education (the “Board”) of Prospect Heights School District 23, County of Cook, State of Illinois (the “District”) has adopted a levy for the year 2024 for taxes for the following purposes or funds of said district: Educational, Operations and Maintenance, Debt Service, Transportation, Municipal Retirement, Social Security and Tort Immunity; and

**WHEREAS**, the Board has determined that if the County Clerk must extend taxes in an amount that is less than the aggregate amount of the levy for 2024, such reduction shall be made pursuant to and in accordance with the instructions set forth in Section 2 below:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Prospect Heights School District 23, County of Cook, State of Illinois, as follows:

**Section 1:** The Board hereby finds and determines that all of the recitals in the preambles to this Resolution are full, true, and correct and does hereby incorporate them into this Resolution by reference.

**Section 2:** If the County Clerk is prohibited by PTELL from extending taxes for the full amount of the 2024 aggregate levy of the District, the Board hereby directs to the County Clerk to reduce levy year 2024 extensions as follows:

- (1) The levy year 2024 extension for Operations and Maintenance purposes shall be reduced to an amount not less than \$1,550,000.
- (2) If, following the reduction described in step (1) above, additional reductions of levy year 2024 extensions are necessary, the levy year 2024 extension for Educational purposes shall be reduced to an amount not less than \$18,900,000.
- (3) If, following the reductions described in steps (1) and (2) above, additional reductions of levy year 2024 extensions are necessary, all levy year 2024 extensions, other than extensions for Educational, Operations and Maintenance and Debt Service purposes, shall be reduced, proportionately.

**Section 3:** All resolutions or parts thereof in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

**Section 4:** This Resolution shall be in full force and effect forthwith upon its passage.

Member \_\_\_\_\_ moved and Member \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the members voted as follows:

AYES:

NAYS:

ABSENT:

---

President, Board of Education  
Prospect Heights School District 23  
Cook County, Illinois

ATTEST:

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Secretary, Board of Education  
Prospect Heights School District 23  
Cook County, Illinois

DATE: \_\_\_\_\_, 2024

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (“Board”) of Prospect Heights School District 23, Cook County, Illinois (“District”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing is a full, true and complete copy of a resolution entitled:

**RESOLUTION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23,  
COOK COUNTY, ILLINOIS, PROVIDING  
INSTRUCTIONS TO THE COUNTY CLERK  
REGARDING 2024 TAX LEVY EXTENSION REDUCTIONS**

which resolution was adopted at a meeting of the Board held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the School Code of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Acts and said Codes and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary, Board of Education

**INTERGOVERNMENTAL AGREEMENT  
FOR TREASURY MANAGEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the date that the last of the Parties signs this Agreement (the "Effective Date"), and is between and among the BOARDS OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23, ARLINGTON HEIGHTS SCHOOL DISTRICT 25, RIVER TRAILS SCHOOL DISTRICT 26, TOWNSHIP HIGH SCHOOL DISTRICT 214, COOK COUNTY, ILLINOIS and the NORTHWEST SUBURBAN SPECIAL EDUCATION ORGANIZATION DISTRICT 805 (N.S.S.E.O.) (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the Parties are all bodies politic and corporate organized under the School Code 105 ILCS 5/1-1 *et seq.*; and

WHEREAS, on July 1, 1996, the office of the Wheeling Township School Treasurer was abolished and Township High School District 214 assumed the treasury operations for District 21, District 23, District 25, District 26, District 214 and N.S.S.E.O; and

WHEREAS, the Parties wish to update and reaffirm this relationship through this intergovernmental agreement; and

WHEREAS, this Agreement is entered into pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution, the Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*, and Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereby covenant and agree as follows:

Section 1. Incorporation of recitals. The Parties agree that all recitals set forth above are correct and are fully incorporated into this Agreement.

Section 2. Shared Treasury Management Services. The Parties agree to participate in the shared treasury management arrangement and treasury operational procedures as set forth in the attached Exhibit A, which is incorporated herein by reference.

Section 3. Term and Termination. The term of this Agreement will commence upon the date that the last of the Parties signs this Agreement pursuant to authority duly provided to the signatory. The Agreement may also be terminated by the mutual written agreement of the Parties.

Section 4. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures.

Section 5. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

Section 6. Entire Agreement. This Agreement contains all the terms and benefits agreed upon by the parties with respect to the subject matter of this Contract and supersedes and replaces all prior agreements, arrangements and communications between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified below.

**BOARD OF EDUCATION OF  
PROSPECT HEIGHTS SCHOOL  
DISTRICT 23, COOK COUNTY,  
ILLINOIS**

**BOARD OF EDUCATION OF  
ARLINGTON HEIGHTS SCHOOL  
DISTRICT 25, COOK COUNTY,  
ILLINOIS**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF EDUCATION OF RIVER  
TRAILS SCHOOL DISTRICT 26, COOK  
COUNTY, ILLINOIS**

**BOARD OF EDUCATION OF  
TOWNSHIP HIGH SCHOOL DISTRICT  
214, COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTHWEST SUBURBAN SPECIAL  
EDUCATION ORGANIZATION  
DISTRICT 805, COOK COUNTY,  
ILLINOIS**

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_



# INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

**DISTRICT LANDSCAPING SERVICES**  
**Spring 2025 and**  
**School Years: 2025-26, 2026-27, 2027-28**

Submit your bids to the attention of:

**Amy K. McPartlin, CSBO**  
**Assistant Superintendent for Finance & Operations**  
**Prospect Heights School District 23**  
**700 N. Schoenbeck Road**  
**Prospect Heights, IL 60070**

There will be a **Pre-Bid Meeting on Monday November 25th, 2024 at 1:00 PM** at the above location. It is strongly recommended that all contractors attend this meeting.

Bids must be received at the above address no later than the following date and time of the scheduled public bid opening:

**Thursday, December 5, 2024 at 1:00 PM**

Your bid **MUST** be submitted in a **SEALED ENVELOPE CLEARLY MARKED:**

**“2025-28 LANDSCAPING SERVICES”**

Bid documents can be received via email by contacting Mr. Rafael Romero, Director of Operations, [romero@d23.org](mailto:romero@d23.org)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28**  
**INSTRUCTION TO BIDDERS**

1. GENERAL

- A. Bids shall be submitted to the attention of the Assistant Superintendent for Finance & Operations in a sealed envelope, properly marked with the title of the bid, date, and time of opening.
- B. All bids must be made of the forms included with this bid package. Unsigned or late bids will not be considered.
- C. Any interpretation of the proposed documents will be made only by addendum issued by the School District. A copy of the addendum will be **emailed** to each person receiving a set of bid documents. Bidders shall acknowledge receipt of each addendum issued in the space provided on the bid form. Oral explanations will not be binding.
- D. Prospect Heights School District 23 is exempt from all Federal, State, and Municipal Taxes. Tax exempt # E9997-8520-07.
- E. All prices must be quoted at the F.O.B destination. Prices shall include all charges for packing, transportation, and delivery. Shipments will become property of the consignee after delivery and acceptance.
- F. All questions regarding the bid shall be directed to Mr. Rafael Romero, Director of Operations, via email ONLY to rromero@d23.org.

2. ERRORS & OMISSIONS

- A. All bids shall be fully completed when submitted. The signing of the bid submittal form shall be construed as acceptance of all provisions contained herein. All bids shall be deemed final, conclusive, and irrevocable. No claim for relief because of errors, or omissions in the bidding will be considered. Bidders will be held strictly to the bids as submitted.
- B. It is understood that the bidder has bid in strict accordance with the specifications, unless indicated by the bidder. Any explanation or statement which the bidder wishes to make may be placed in the same envelope with the bid but shall be written separately and independently of the bid documents. Bidder acknowledges that any variation from the specifications will be grounds for the Board of Education to reject the bid, although the Board of Education may accept the bid with the verification if, in its sole discretion, it determines that such bidder's bid is in the School District's best interest.
- C. Should a bidder find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Director of Operations **via email** who will issue the necessary clarifications to all prospective bidders by means of addenda.
- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

- E. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.
- 3. FIRM BID - All prices, terms, and conditions will be considered to be firm for a period of ninety (90) days from the date of the bid opening.
- 4. SAMPLES – N/A
- 5. QUANTITIES - When so indicated, quantities shown may be estimates only. It is the Contractor's responsibility to visit each site to determine exact quantities.
- 6. ITEM SPECIFICATIONS & SUBSTITUTIONS – N/A
- 7. WITHDRAWAL OF BIDS - Bids may be withdrawn by letter, email, or in person prior to the time and date established for the opening of bids. No bid shall be withdrawn without the consent of Prospect Heights School District 23 Board of Education after the scheduled bid opening.
- 8. FINANCIAL STABILITY - The School District may require, upon request, evidence as to the financial stability of the bidder. Upon request, the bidder shall provide the following information to the School District within 48 hours:
  - A. The name of any owner or co-owner, equity of each co-owner or corporate officers of the entity submitting the bid, and the name, address, and business telephone number of such person.
  - B. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.
- 9. INVESTIGATION OF BIDDERS
  - A. Prospect Heights School District 23 will make such an investigation as necessary to determine the ability of the bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.
  - B. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.
- 10. RESERVATION OF RIGHTS BY THE DISTRICT
  - A. The Board of Education reserves the right to reject any and all bids or portions of bids, and to waive informalities or irregularities in any bid, and to award the contract in the best interest of the School District, considering conformity with specifications, terms of delivery, quality, and serviceability. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board of Education is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with the proposed contract documents.

- B. The Board of Education shall award each item noted in the specifications to one contractor.
- C. The Board of Education reserves the right to determine whether:
  - 1. An equal or alternate is a satisfactory substitute.
  - 2. Delivery date is entitled to more consideration than price.
  - 3. A bidder is not a responsible bidder
  - 4. What exceptions or deviations from the written specifications will be accepted.
  
- 11. AWARD AND CONTRACT - All bids will be awarded upon the approval by the Board of Education. The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid document.
- 12. SIGNATURE CONSTITUTES ACCEPTANCE - The signing of these forms will indicate the bidder's compliance with all bid specifications and included terms and conditions.
- 13. INVOICING - Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described.
- 14. EXAMINATION OF DOCUMENTS AND SITES
  - A. Before submitting a proposal for work on any project, each bidder shall carefully examine the project sites and the contract documents, fully informing itself of existing conditions and limitations of the project sites.
  - B. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. Each bidder shall be held to represent that it has made the examination in complete detail and has determined that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.
- 15. DAMAGES TO PROPERTY - While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants, or any other fixtures, structures or equipment. Any damages caused by the Contractor shall be repaired or replaced at the discretion of the District. The District may authorize the necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the Contractor. The District may reserve the right to withhold payment for unpaid damages.
- 16. SITE CLEANUP - The Contractor shall, daily and at the completion of the work, at each site/location, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site/locations clean and in good order.
- 17. SAFETY - The Contractor is responsible for maintaining safe conditions for the duration of the contract. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor and address safety concerns of the District shall be provided at the Contractor's expense.

18. INSURANCE

- A. The successful bidder shall carry insurance, in company or companies acceptable to the District.
- B. Within ten (10) days after bid award, Certificates of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the Chief School Business Official. The Contractor shall provide and maintain insurance in the amounts not less than the amounts as outlined below with companies acceptable to the District:
  - 1. Workers Compensation Insurance:
    - a. Coverage A – Illinois Statutory Limits
    - b. Coverage B- Employers Liability \$1,000,000 Limit
    - c. A waiver of subrogation in favor of SD23 shall be included
  - 2. Automobile Liability Insurance
    - a. \$1,000,000 combined single limit per occurrence for bodily and property damage and include coverage for all owned, non-owned, and hired automobiles.
  - 3. Commercial General Liability Insurance shall provide the following limits:
    - a. \$1,000,000 each occurrence
    - b. \$2,000,000 General Aggregate
    - c. \$3,000,000 Completed Operations Aggregate
    - d. \$1,000,000 Personal Injury
  - 4. Umbrella Liability Insurance:
    - a. \$2,000,000 for bodily injury and property damage
- C. The Contractor shall provide such insurance naming Prospect Heights SD23 as “Additional Named Insured” and shall state that all insurance listed above is primary and noncontributory (Form CG2026). All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.

19. PERSONNEL - If any person employed on the work site be intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed to cease work and vacate the job site immediately.

20. ASSIGNMENT OR SUBCONTRACTING - The successful bidder shall not, without written consent of the Assistant Superintendent for Finance & Operations and the Director of Operations, make any assignment of sub-contract for the execution of the work hereby quoted.

21. DISTRICT EMPLOYEES - Each bidder shall affirm that no Board of Education member, officer or employee of the district or their immediate family members, is interested financially in the proposed contract.
22. CANCELLATION OF CONTRACT - In case of bankruptcy of the Contractor or failure of the Contractor to pay supplies or workers or a work stoppage or a failure by the Contractor to provide sufficient workers for the job or sufficient material for the job, the Board of Education may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work at any extra expenses incidental thereto. At any time, the District may terminate the contract with or without cause. The Contractor may receive payment for all work completed but will not be entitled to lost profit or overhead.
23. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS (**PERFORMANCE BOND WILL BE REQUIRED!**)
  - A. Within ten (10) days of the Notice of Award, the successful Contractor shall enter into a formal contract with the Board of Education and shall provide a Performance and a Labor and Material Payment Bond, each in the full amount of the contract. Upon receipt of the Performance Bond and Labor and Materials Payment Bond the Bid Bond will be returned to the Contractor.
  - B. The bonds shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor. If the signers of the bonds are not officers of the Contractor, a certificate of the authority of those signing the bonds, shall be attached.
  - C. The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by it pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all of said duties.
  - D. The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of the same.
24. LIENS - No payment shall be due until the contractor delivers a complete release of all liens arising out of the contract. Final waiver of liens should be included with the final payment request. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the institution all monies that the Contractor may be compelled to pay in discharging such a lien, including related costs and reasonable attorney's fees.
25. BID SECURITY (**NOT REQUIRED!**)
  - A. Unless otherwise specified, A Bid Bond or Certified Check made payable to Prospect Heights SD23, Cook County, Illinois, in the amount of five percent (5%) of the proposal shall accompany each bid as a guarantee that the bidder, if awarded the contract, will furnish the

required Performance and Labor and Material Payment Bonds, execute the Contract, and proceed with the work.

- B. Upon failure to do so, the Contractor shall forfeit the check or amount of bid bonds as liquidated damages. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle it to a return of the check or bid bond.
- C. The bid bonds or checks will be returned immediately after award of the contract.

## 26. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the Board of Education and its members individually, their officers, employees, servants, and agents from and against all claims, actions, suits, judgements, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:
  - 1. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the Contractor under this contract or by reason of anything to be supplied by the Contractor pursuant to this contract.
- B. Bodily injury, including death to any person or persons (including Contractors' officers, employees, agents, and servants) or damage to our destruction of any property, including the loss of use thereof:
  - 1. Caused in whole or in part by any act, error, or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
  - 2. Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
  - 3. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

27. GOVERNING LAW - The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms shall remain in full force and effect.

28. BIDDER'S AGREEMENT - The bidder hereby declares understanding, agreement, and certification of compliance to provide the products to the School District, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original bid specifications, and any issued addenda. The bidder further agrees that the language of this document shall govern in the event of a conflict with (1) his/her bid or (2) any subsequent purchase order between the bidder and the School District. The bidder further agrees that upon receipt of an authorized purchase order or when an authorized official of the School District countersigns this document, a binding contract shall exist between the bidder and the School

District. This document combined with amendments, the bidder proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28**  
**SPECIFICATIONS**

Prospect Heights School District 23 is soliciting bids for landscaping services. There will be a **MANDATORY Pre-Bid Meeting on Monday, November 25th, 2024 at 1:00 PM** at the above location. All contractors are required to have a company representative attend.

The initial three-year (3) term of the agreement may be extended for two additional one-year (1) terms at a mutually agreed upon rate, as requested on the Bid Proposal page of this document. Contractor is requested to provide a bid on landscaping services per the attached specifications and general conditions. Contractor must bid on ALL locations. Contractor certifies that they are qualified to provide and perform services in a professional manner and that it has enough onsite and backup equipment and manpower to accomplish all requested services.

**Contractor Qualifications/Bid Evaluation**

1. If a contract is awarded, it will be to the lowest responsive, responsible vendor, taking into consideration cost, references, and other information) meeting the specifications and requirements which the District determines, at its sole discretion, will serve the best interests of Prospect Heights School District 23, considering conformity with the specifications, terms of delivery, quality and serviceability. The District will use, but may not be limited to, the following criteria in its determination:
  - A. Contractor's references experience and longevity in public school/municipal contract landscaping industry (15%)
  - B. Contractor's available equipment and assets, proposed service schedule (10%)
  - C. Contract Cost (75%) - District will prioritize Base Bid Total and Alternate 2 (Weed Control) for evaluation purposes.
2. The District will review all submitted proposals and reserves the right to visit school districts or other entities currently being served by the Contractor.
3. A contract will be awarded with the understanding the vendor will comply with all applicable laws governing the issuance of contracts in the State of Illinois, as well as applicable local regulations and laws.
4. Depending on the meeting schedule of the Board of Education of Prospect Heights School District 23, the successful Contractor will be notified, and a purchase order will be issued. The written contract and these Bid Specifications will act as a contract for services described in this document.

5. Contractors are required to submit the following in a manner that will allow the District to accurately evaluate the Contractor's ability to provide the required services:
  - A. A minimum of three (3) school districts or other large entities for whom the Contractor is currently providing, or has provided within the last five (5) years, landscaping services similar in scope to those called for in these Bid Specifications.
  - B. Information about the Contractor's organization/background, including but not limited to:
    - 1) General company history and background, including longevity in landscaping contracting.
    - 2) Contractor's available equipment and assets available to service the District.
  - C. Contractor's proposed weekly service schedule.
6. Contractors must identify services or resources, if any, to be provided by any subcontractor(s) in day-to-day operations. Subcontracted services/resources will be used only if approved by the Owner in advance. All regular landscaping workers must be employees of the Contractor.

**Landscaping Services to Be Performed**

1. The Contractor will provide staff, supervision and technical direction necessary to effectively manage the landscaping programs of Prospect Heights School District 23 as required herein. In the discharge of its responsibilities, the Contractor will be guided by the highest professional and technical standards in order to accomplish the following services:
  - A. Professional Management
    - i) The Contractor will provide professionally qualified personnel and resource management at levels given in the contract, for the performance of landscaping and groundskeeping functions.
    - ii) The Contractor will make initial and continuing recommendations for landscaping and groundskeeping procedures, implementation and resource application. Recommendations will be implemented only with the Owner's agreement.
2. The Contractor will conduct criminal background checks, as directed by the District. All expenses related to background checks will be borne by the Contractor.
3. The Contractor will secure the driving record abstract of all landscaping staff that may be required to drive Contractor vehicles.

4. Contractor employees will perform duties while in the special school environment involving students, parents or community members. Therefore, it is mandatory that every possible precaution be taken to assure that Contractor employees are of high moral character and are properly attired.
5. Contractor employees must work cooperatively with the District's employees, to ensure the best possible education environment for students at Prospect Heights School District 23.
6. The Contractor's management personnel will routinely conduct a site review and provide a quarterly written review report.
7. Financial and Material Management
  - A. The Contractor will fulfill landscaping management responsibilities with strong, continued attention to fiscal responsibilities.
  - B. The Contractor will prepare landscaping budget data to assist Prospect Heights School District 23 in its budget preparation.
  - C. The Contractor will comply with Owner directives necessary to properly receive, inspect, account for, store, inventory, secure and issue landscaping supplies and equipment.

#### **Landscaping Services Scope of Work**

1. The Contractor will implement an effective program of landscaping maintenance, designed around environmentally sound principles and focused on the needs of people who use the landscape. The landscaping program will promote overall attractiveness as well as safe and enjoyable use of recreational facilities. Procedures and frequencies will be tailored to operate utilizing Contractor personnel whenever possible; and coordinating required subcontracting. The Contractor will establish levels and frequency of care for each site in coordination with Prospect Heights School District 23. Levels will be based on specific site use, sound principles of plant health care, and impact on site appearance and safety factors.
2. All personnel must be employed directly by the Contractor and/or listed subcontractors at the time of the submittal of the contract proposal, including the following:
  - A. Employees must comply with applicable state and local herbicide/pesticide application and licensing regulations. Only employees carrying Applicator and Operator licenses can apply herbicides and pesticides under this agreement. A copy of licenses must be provided for district records. **Nothing is to be applied within fifty (50) feet of any playground structure**, unless directed by the Owner.
3. Work Hours
  - A. Contractor shall be responsible for adhering to Prospect Heights ordinances.

- B. During the school year, contractors are restricted to non-combustion motorized work during the hours of 7:30 AM – 3:30 PM. Propane powered equipment is **NOT** allowed between 7:30 AM - 3:30 PM.
- C. Any day that the District is closed, or during extended breaks such as Thanksgiving and Spring Break, the contractor has the option of performing any type of work in accordance with paragraph B.
- D. The Summer School (ESY) Program will be present at Eisenhower during the months of June and July and restrictions apply from 7:30 AM - 12:30 PM (M-F)
- E. All other work required to be completed during the school day is acceptable pending:
  - a. Advance approval from the Director of Operations
  - b. At least one contractor representative checks in at the school office to make building staff aware of work
  - c. Absolutely no combustion motors are to be utilized

4. Mowing

- A. Mowing at each site shall be completed within one day. The contractor shall supply all labor, materials, services, equipment, and supervision to perform the work specified herein. The contractor shall supervise and direct the work using their best possible skill and attention. They shall be solely responsible for all means, scheduling, methods, techniques, and procedures for coordinating all portions of the work under the contract.
- B. The importance the District attaches to safety cannot be over emphasized. **Student safety is of the utmost importance and must be strictly adhered to.** The contractor shall comply with all OSHA requirements. The contractor shall immediately report to the District any accidents. This accident report shall include the location of the accident, nature of the accident, the vehicle, identification number and any other information requested by the district. A written summary of the same information shall be reported to the district by the contractor, within five (5) working days of the accident. Property damage, personal property damage, or any injury resulting from the mowing activity, will be reported in full to the Director of Operations within one (1) business day of the occurrence. Any other complaints or issues by the Director of Operations will also be handled within one (1) business day.
- C. The District reserves the right to suspend the work, wholly or in part, for such a time as may be necessary due to conditions as are considered unfavorable for the satisfactory prosecution of the work; or for such time as is necessary by reason of failure to perform any or all provisions of the contract, and no additional compensation shall be paid the contractor because of such suspension.

- D. Contractor shall coordinate staging areas/parking areas with the District prior to services being rendered.
- E. Contractor shall prepare lawn areas for weekly mowing by removing all litter, leaves, twigs, rocks, and debris and mowing the grass to achieve a uniform and finished appearance for every event. The work also includes trimming, edging, and as necessary, collecting and removing clumps of grass clippings from the lawn area. It is the Contractor's responsibility to report any abnormal conditions to Prospect Heights School District 23.
- F. Mowing operations begin in April; the start date will be determined by Prospect Heights School District 23 in consultation with the Contractor. The Contractor will provide an annual schedule to Prospect Heights School District 23 for approval a minimum two (2) weeks prior to the start of the mowing season. The expectation is that under normal conditions each property will be mowed weekly. The mowing schedule must indicate the day of the week in chronological order by which each location will be mowed. The mowing date and time shall be scheduled with the Director of Operations so as not to disrupt regularly scheduled student activities in those areas.
- G. At no time will a piece of equipment be operated within 250 feet of children. The Contractor will coordinate his work to minimize interference with children playing on the fields. Safety equipment such as mowing discharge guards will be attached to mowers and in proper operation at all times. When Prospect Heights School District 23 provides the Contractor with forty-eight (48) hour advance notice, the Contractor must adjust any maintenance schedule(s) so as not to interfere with school programs and athletic events. Prospect Heights School District 23 will work with the Contractor in determining these schedules.
- H. All turf areas indicated on site plans will be cut no lower than (2 ½"). The grass will not be allowed to exceed a height of (4"). Ideal mowing heights are (2 ½") to (3"). All mower blades will be kept sharp in order to avoid tearing of grass plants and to provide a neat and even cut. Accumulated grass clippings shall not be left after mowing and be removed from property as part of the base bid. Direction of mowing will be alternated to minimize ruts and matting.
- I. Additional mowing required to maintain given grass heights will be included in the base bid. Any sites requiring additional mowing will require the Contractor to provide an additional schedule listing the sites and the second mow date. Mowing required beyond the number and frequency as stated will be by approval of the Director of Operations.
- J. No mowing will be conducted during a rainfall or after a rainfall or if the grounds are so wet that damage may occur. Grass clippings or clumps of grass left on lawns and/or the damage of lawns due to this condition are the sole responsibility of the contractor.

- K. Trimming of all obstacles – poles, trees, walls, fences, along sidewalks, and the like, that are within the boundaries of the lawns being mowed, must be **fully trimmed at every mowing**. Trimming around woody plants shall be done in such a manner so no back damage occurs from mowers, string trimmers, or other tools.
- L. The Contractor will remove all grass clippings from walks, paved areas, tree rings and mulch beds. The Contractor will avoid throwing clippings onto tree rings, mulch beds, and fresh air intakes of the building’s HVAC equipment. Evidence of clippings in these areas will require the Contractor to catch the clippings when mowing in these areas. Grass clippings blown onto personal or public property will be removed per occurrence and any complaint will be responded to within one (1) business day following the complaint to the Director of Operations.
- M. The Contractor will provide personnel to meet all performance standards to fulfill the scope of this agreement. The Contractor will provide equipment and labor capable of maintaining the school site per these specifications.
- N. School sites will be routinely inspected by Prospect Heights School District 23 and deficiencies brought to the attention of the Contractor. In addition to these inspections, the Contractor’s representative must meet with the Owner for monthly joint inspections. The Contractor will be given **twenty-four (24)** hours to correct deficiencies. Repeated failures to address deficiencies may result in a penalty being assessed by the District.
- O. During periods of drought or slow turf growth when reduced maintenance is required, spot mowing is acceptable pending approval of Prospect Heights School District 23.
- P. If turf cannot be mowed due to inclement weather and has exceeded (4”), no more than (1/3rd) of the grass blade will be removed at a time. This will require additional mowing to meet specifications and shall be included in the base bid.
- Q. Grass mowing shall be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting.
- R. SCOPE OF WORK/ Mowing as follows:
 

April	2 mowings	Two-week intervals
May	4 mowings	Every 7 days, not to exceed 4 mowings
June	4 mowings	Every 7 days, not to exceed 4 mowings
July	4 mowings	Every 7 days, not to exceed 4 mowings
August	4 mowings	Every 7 days, not to exceed 4 mowings
September	4 mowings	Every 7 days, not to exceed 4 mowings
October	4 mowings	Every 7 days, not to exceed 4 mowings
November	2 mowings	Completed no later than November 15th

**CONTRACT AREA ESTIMATES**

<b>LOCATION</b>	<b>SQUARE FOOT</b>	<b>ACRES</b>
EISENHOWER SCHOOL	342,386	7.86
BETSY ROSS SCHOOL	234,093	5.37
ANNE SULLIVAN SCHOOL	214,977	4.94
GRODSKY ADMINISTRATION	196,153	4.50
MACARTHUR MIDDLE SCHOOL	159,401	3.66

R. Spring & Fall Cleanup

Removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines must be completed. Spring cleanup must be completed by April 15th.

At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. Fall clean-up must be complete by November 30th.

S. Monthly routine lawn and plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.

5. Bed/Parking Lot Islands/Playground Care (**BASE BID**) – **include in mowing cost**

A. The Contractor will provide bed, parking lot islands, and playground care from April through the end of the last cut of the season. Detail work consists of cleaning and maintaining the landscaped bed areas and plants on all properties. Work includes, but is not necessarily limited to, removing all litter, leaves, twigs, weeds, and debris to achieve an attractive and professional appearance. Suckers will be removed from the base of the trees.

B. Clippings and debris will be removed from the property the same day trimming is performed. The contractor shall remove the rubbish and dispose of it off of district property. Bid price shall include disposal when necessary, following all applicable laws and all costs associated therewith.

- C. Monitor and maintain all beds, parking lot islands, and playgrounds for weeds weekly and take appropriate measures to maintain a professional appearance with minimal weed growth through manual removal and/or chemical controls. Weed control or cultivation will be performed to eliminate all weeds in their entirety and to prevent the encroachment of weeds into established landscapes.
- D. If chemical controls are used, the Contractor must comply with Public Acts 91-0099 and 91-0525 that mandate Integrated Pest Management in Illinois schools. Further, all weed control applications must follow the procedures outlined in Section 4. above, "Fertilization and Weed Control". All fertilization and weed control applications need to occur on days when children are not present. **Absolutely nothing allowed within 50' of any play structure**, unless directed by the Owner.
- E. Mandatory spring cleanup includes edging all beds with a cultivated border, removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs, and trees. Ornamental grasses and perennials must be cut to a height of six inches. Beds must be raked free of accumulated debris, dead leaves, and other material. Removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines must be completed. Spring cleanup must be completed by April 15th.
- F. Mandatory fall clean up includes removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs and trees. Perennials must be cut back as soon as the foliage has died. Remaining weeds must be removed manually from beds. Mulch must be raked to maintain a uniform and neat appearance. Broken or damaged stems must be removed from shrubs and trees. At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. Fall clean-up must be completed by November 30th.
- G. Monthly routine lawn and plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.

6. Mulching (**ALTERNATE**)

- A. The Contractor will maintain all shredded hardwood mulch. All beds are to be mulched early August with 2" depth minimum. Mulching areas include the planted areas around all of the buildings.
- B. The Contractor must remove all litter, weeds and plant debris from mulch areas. **Do not** bury leaves, stems, or vines under mulch material. All finished mulch areas will be smooth and level to maintain a uniform surface and appearance.

- C. Maintain an appropriate mulch layer around plants to promote and maintain a healthy appearance including, but not limited to annuals, perennials, bulbs, ground cover vines, grasses, shrubs, evergreens, and trees
- D. The Contractor will keep mulch away from crowns, stems, necks, or trunks of all plants and in general insure placement of mulch does not damage plants.
- E. Mulch must be lower than building foundation lines and sloping away, at all times.

Areas that do not require new mulch, will be cultivated to give the existing a fresh look.

- G. Specification for the mulch is the following; Wood chip mulch shall be installed min. 2” deep, of a double ground fibrous nature, 2 inches to 3 inches in length. Materials shall be free of all foreign debris including clods, adhering films of dirt, and weed seeds, roots or stolons.
- H. Playground areas are to be mulched with ASTM Playground certified mulch in early August. Depth of new mulch must be installed at min. 6”, though additional mulch may be required to fill in low areas. Contractor to notify Owner of existing conditions prior to first application.

7. General Turf Repairs (**BASE BID**) – **include in mowing cost**

- A. Provide turf repairs at the school site as needed to maintain an attractive and professional appearance (include in mowing cost).

8. Tree and Shrub Care (**BASE BID**)

- A. The Contractor shall trim trees and shrubs on a **weekly basis** to maintain a reasonable professional appearance. Major trimming and pruning shall occur two (2) times per year, after spring growth and prior to school starting. Dates shall be coordinated with the Director of Operations.
- B. Trees limbs that impede with vehicle or pedestrian traffic shall be trimmed as needed.
- C. Any shrub, which dies, shall be promptly and completely removed. Please notify the Director of Operations prior to removing any shrubs. Work may be charged on a Time and Materials basis.

9. Landscaping Equipment (**BASE BID**)

- A. The Contractor will provide all equipment necessary to carry out landscaping functions as specified.
- B. The Contractor will maintain landscaping equipment in an operative, workable and safe condition.

10. Sidewalk Edging (**BASE BID**) - Edging of all sidewalks using a mechanical motorized edging machine, cutting along the walks, removal of cut turf, blowing of walks after edging. To be done once a year in July or August.
11. Weed Control and Fertilizer Application Program (**ALTERNATE**)
  - A. Application of Weed Control and Fertilizer shall be to all mowed areas at all the sites. Contract must conform to State of Illinois Requirements concerning the application of pesticides, fertilizers and weed control. **Absolutely no application permitted within fifty (50) feet of any play structure.**
  - B. Notification must be provided to the District at least five (5) days prior to the application of pesticides so the district can notify staff and parents/guardians of students of the application.
  - C. Application is only allowed on non-attendance days or weekends.
  - D. The contractor shall provide the District with Material Safety Data Sheets (MSDS) for all chemicals used by contractors on District property.
  - E. All persons who will be applying pesticides of any manner must be properly licensed with the Illinois Department of Agriculture. The company must have both the applicator and operator licenses for turf grass and ornamentals. (A copy of these licenses must be provided upon acceptance of alternate bid.) Proper flagging and signage must be posted to comply with all federal, state and municipal laws, ordinances, rules, and regulations. If this service is outsourced the same information is necessary, as well as additional insurance naming Prospect Heights School District 23 as additionally insured before the contractor applies treatment.
  - F. A combination of a pre-emergent herbicide used in the spring in the beds and weed killer used in the summer may be used to keep beds weed free; however, their use in the proximity of trees, shrubs, and plants shall be closely monitored and carefully controlled. All shrub/ tree beds will be properly edged to maintain a clean edge.
  - G. Fertilization will be performed min. two (2) times a season during the year. The spring application will include pre-emergent crabgrass control and also broadleaf weed killer; and will be performed on student non-attendance days to be coordinated with the District. The fall application is to be performed on student non-attendance days to be coordinated with the district and will include a broadleaf herbicide and a winterizing fertilizer. All applications of fertilizer will have the recommended portions of nitrogen, phosphorus, and potassium. Organic fertilization products are highly recommended.

**Billing Requirements**

1. Separate invoices are required for each location for flat and hourly services which must indicate the time and date the services were performed.
2. To expedite processing, all invoices are to be sent directly to:

Ms. Lorrie Ellison  
 Accounting Department  
 700 N. Schoenbeck Road  
 Prospect Heights, IL 60070

3. Invoices must be submitted within 30 days of the date of service. SD23 retains the right to withhold a percentage of payment should work not be performed in accordance with this document. The District operates under terms of payment for completed and product delivered within net 30 days from the date of invoice. In no case will the District agree to late fees prior to 60 days before payment is received, based on the State Statutes for State Funded Entities (50 ILCS 505/1 Illinois Local Government Prompt Payment Act).
4. Rate Structure - All pricing shall include complete landscaping services and weed control applications per event.
5. The District is comprised of the following locations:

**Main Campus** which consists of the following sites:

Betsy Ross School 600 N. Schoenbeck Prospect Heights, IL 60070	Anne Sullivan School 610 N. Schoenbeck Prospect Heights, IL 60070	Grodsky Admin. Center 700 N. Schoenbeck Road Prospect Heights, IL 60070
MacArthur Middle School 710 N. Schoenbeck Road Prospect Heights, IL 60070		

**Eisenhower School (Separate Site)**

1 N. Schoenbeck Road  
 Prospect Heights, IL 60070

**PROSPECT HEIGHTS SCHOOL DISTRICT 23  
DISTRICT LANDSCAPING SERVICES  
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28  
BID FORM**

		MAIN CAMPUS - PROVIDE ONE TOTAL COST			
BASE BID DESCRIPTION	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
MOWING - COST PER VISIT					
ANNUAL MOWING COST 33 VISITS					
ANNUAL SPRING CLEAN UP					
ANNUAL FALL CLEAN UP					
MAJOR SHRUB & TREE PRUNING (2x Year)					
ANNUAL BASE BID TOTAL (Above 4 Lines)					
		MAIN CAMPUS - PROVIDE ONE COST			
ALTERNATE 1 - WEED CONTROL	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
ANNUAL WEED CONTROL/FERTILIZER APPLICATION					
		MAIN CAMPUS - PROVIDE ONE COST			
ALTERNATE 2 - MULCHING	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
ANNUAL MULCH - PLANT BEDS					
ANNUAL MULCH - PLAYGROUNDS					

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28**  
**BID FORM - CONTINUED**

TOTAL COST for Year One Services as shown above \_\_\_\_\_ %  
(Total Annual Base Bids for All Sites)

Percentage rate of increase/decrease to base cost for SECOND year \_\_\_\_\_ %

Percentage rate of increase/decrease to base cost for THIRD year \_\_\_\_\_ %

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28**  
**CERTIFICATIONS**

By signing this document, I state and declare that the bidder/contractor listed below and I, are in compliance, and will comply with all of the certifications listed herein.

1. **CERTIFICATION** – The undersigned bidder of Contractor hereby certifies that he/she is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961 as amended. Additionally, the undersigned bidder certifies that they, either individually or corporately, are not under investigation or currently under suspension from IDOT or other State agencies. The bidder also certifies that he/she has read, understands and agrees that acceptance by SD23 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. SD23 may declare the contract void if the certificate is false.
2. **NON-COLLUSION AFFIDAVIT** – The undersigned bidder or agent states that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Bidder further state that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of sale.
3. **PREVAILING WAGE** – Prevailing wage is not required for the maintenance portion of this contract.
4. **FAIR EMPLOYEE PRACTICES** – It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, and further that he will comply with all provisions of the Illinois Fair Employee Practices Commission as required by the Rules and Regulations for Public Contract.
5. **TOXIC SUBSTANCE** – The successful bidder must comply with the Toxic Substance Control Act. This Act requires that an MSDS be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to the Contractor will not be paid until the MSDS is provided.
6. **SEXUAL HARASSMENT CLAUSE** – Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated in this contract.

7. NO SMOKING CLAUSE – Bidder agrees that they, their employees, and sub-contractors, will abide by the SD23 no smoking policy on all District sites.
8. DRUG-FREE WORKPLACE – Each bidder must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while of SD23 premises or while performing work for the District.
9. COMPLIANCE – The bidder is directed that all applicable state laws, municipal ordinances, District policies and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written in full.
10. BID MODIFICATION – In accordance with Illinois Law, once the bids have been opened, such bids may not be modified in any way without written approval of Prospect Heights SD23. All bidders will be bound by any and all math calculations, misquotes of any kind once the bids have been accepted, it may not be modified or rescinded without the approval of Prospect Heights SD23.
11. SAFETY PRECAUTION CLAUSE – The Contractor expressly agrees that it is solely and exclusively responsible for initiating, maintaining, and supervising all safety precautions, and programs in connection with the performance of this contract. The District is not responsible for means, methods, and techniques of construction, maintenance work, or safety precautions and programs in connection with the performance of the contract.
12. CRIMINAL BACKGROUND CHECK CLAUSE – The Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Contractor further understands and acknowledges that the State of Illinois requires that all employees of Contractors, licensees, Contractors or others having direct daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the District with the following in writing:
  - A. Evidence that each employee, agent, Contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
  - B. The Contractor will provide the District, upon request, a copy of the criminal check conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm that has direct, daily contact with students on school property, in order to fulfill its obligations under this agreement with the District, the Contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event that the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an

employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify the District, including reimbursement of the attorney's fees and costs, against any such claim.

13. ASBESTOS HAZARD EMERGENCY ACT (AHERA) – Not applicable.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Email: \_\_\_\_\_

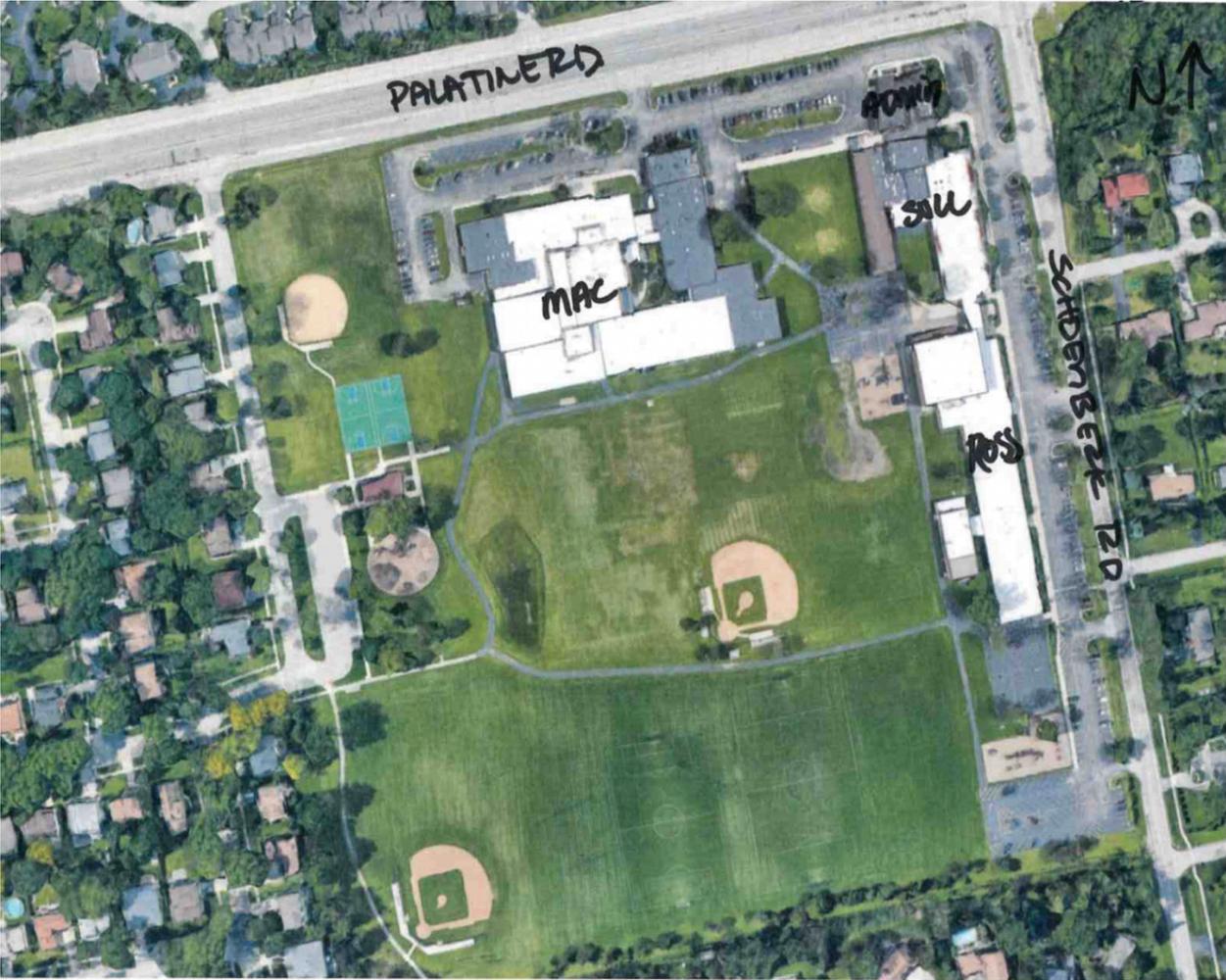
**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28**  
**REFERENCE LISTING**

In order to determine the ability of the bidder to fulfill bid requirements, all bidders must furnish reference information as requested, please include the name, address, and contact information for four (4) current clients and include the type of services provided. Prior work experience with school district clients if preferred.

<b>Customer #1</b>	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____
<b>Customer #2</b>	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____
<b>Customer #3</b>	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____
<b>Customer #4</b>	_____
Contact	_____
Phone Number	_____
Description of Work	_____
Dates of Service	_____

**PROSPECT HEIGHTS SCHOOL DISTRICT 23  
DISTRICT LANDSCAPING SERVICES  
SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28  
DISTRICT AERIAL VIEWS**

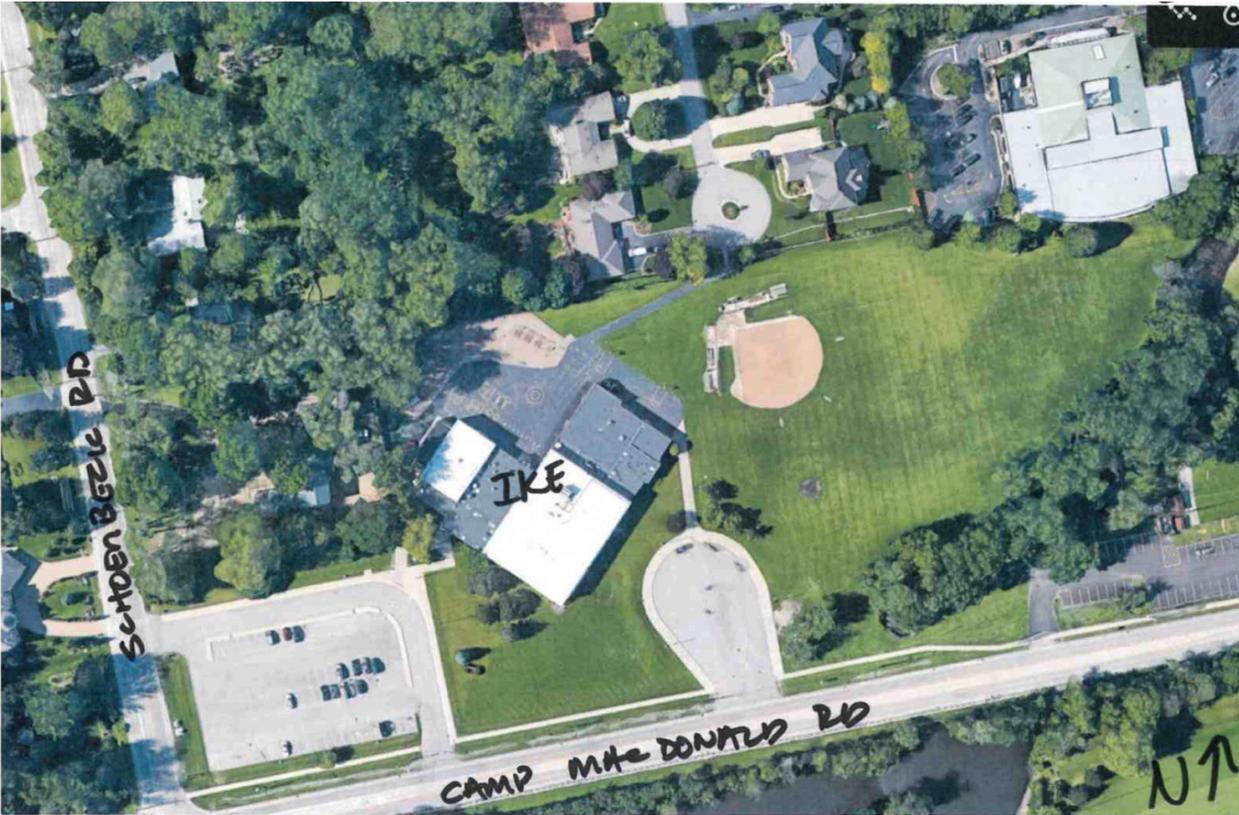
**MAIN CAMPUS**



MAIN CAMPUS



EISENHOWER SCHOOL



EISENHOWER SCHOOL





**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DIST. 23 and  
THE PROSPECT HEIGHTS YOUTH BASEBALL-SOFTBALL ASSOC. (PHYBS)  
FOR THE USE OF LOU JOHNSON FIELD**

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 Prospect Heights Youth Baseball Softball Assoc. (PHYBS).

**WITNESSETH**

**WHEREAS**, the School District is the owner of a school building and ground commonly known and referred to as the Lou Johnson Field, (the “Field”), located behind MacArthur Middle School at 700 N. Schoenbeck Road, Prospect Heights, Illinois; and

**WHEREAS**, the PHYBS desires to use portions of the Field for purposes of holding baseball and softball programmatic activities; and

**WHEREAS**, the PHYBS understands that the Field is currently grounds covered within an inter-governmental agreement (IGA) with Arlington Heights Park District (AHPD), and PHYBS has received approval from the School District to proceed with improvements and usage; and

**WHEREAS**, the School District has determined that the PHYBS’ use of the Field for athletic 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 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 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. Term - The term of this Agreement shall be for a period of three (3) years, commencing on November 1, 2024, and continuing thereafter through November 1, 2027, unless terminated prior to that date, as provided in this Agreement. This Agreement may be renewed annually, one year at a time, upon the written notice by the PHYBS to the School District prior to June 1st of each year unless the School District notifies the PHYBS of its intent not to renew this Agreement by providing notice to the PHYBS prior to the June 1st renewal date.
2. Payments - In lieu of any cash payment to Prospect Heights School District 23, The PHYBS may make approved modifications and enhancements to the Lou Johnson Field including but not limited to electrical improvements, fencing,, lighting and field enhancements. Any improvements to the site would have to occur during the hours of 8:30 AM - 2:00 PM or after 3:30 PM, M-F, Saturdays anytime meeting village ordinances. ALL modifications to the fields regardless of value, require pre-approval by the District.
3. 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. The District will reserve the right to terminate the agreement at any time with a 90 day notice to vacate the property.
4. 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. If/when the field is abandoned by the Association, it must be returned to turf, with all equipment/fencing removed. The Association agrees to incur the cost to return the property to turf, at the discretion of the District. Should the PHYBS not meet this obligation, the School District may seek reimbursement for all expenses incurred for any work necessary to restore all fields (diamond, infield, outfield, and dugout/spectator areas) to turf.
5. Destruction of Property - In the event the Field or surrounding area is damaged or destroyed such that occupancy and use of the area is not possible or permitted, this Agreement shall terminate.

### **II. USE**

1. Use - Subject to the conditions set forth herein, the School District shall make available for use the Lou Johnson Field during the term of this Agreement and during times when there are no conflicting school sponsored activities. The PHYBS 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. Priority of Use - The School District shall have priority over the PHYBS in both scheduling and use of the Field and in the actual use where circumstances unforeseen at the time of scheduling require District use. The School District shall immediately notify the PHYBS 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 PHYBS shall have priority over other activities not sponsored by the School District and shall notify the School District of any cancellations.

3. Scheduling - The Superintendent of the School District or the Superintendent's designee and the Director of the PHYBS or his/her designee shall jointly establish the schedule of use in accordance with the requirements of above. Once established, PHYBS shall submit the final schedule of use to Arlington Heights Park District and the District. All subsequent scheduling of the Field will be governed by Arlington Heights Park District.
4. Appropriate Use - The PHYBS will use those portions of the Field for their reasonably intended uses. Operating procedures will be reviewed by the parties prior to the first use. The PHYBS agrees to comply with all School District policies in conducting its activities on District grounds.
5. Storage - The School District will not accommodate any storage of the PHYBS property at the School or on District grounds, with the exception of small metal "job site style" work boxes as well as the storage shed on the south side of the field. The School District will not be liable for any loss of use of said property due to theft, damage, or destruction. The PHYBS 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.

### **III. RESTRICTIONS**

1. Renters must comply with fire codes, life safety codes, and all other applicable local, State and Federal laws.
2. No alcohol, narcotics, illegal drugs, tobacco products, weapons or firearms are allowed on District property.
3. No violence or fighting of any sort.
4. No smoking is allowed on District property.
5. Rental events shall not be political in nature, subversive to the US Government, immoral, in violation of any local, State or Federal law, or discriminate against race, color, national origin, religion, sex, disability, age (40 or older), genetic information, marital status, sexual orientation, citizenship status, military status, unfavorable military discharge, gender identity, arrest record, victims of domestic violence or order of protection status.
6. All driveways must be kept open to allow for the movement of traffic and fire equipment; parking is permitted only in marked parking spaces, there is no parking in driveways or grass areas; all school and municipal parking regulations apply and are police enforced.
7. No group shall attempt to raise funds through sales or solicit contributions without prior District 23 approval.
8. All rental events are automatically canceled when an emergency event or severe weather event is declared.
9. Rentals shall be to groups only, for educational or civic gain.
10. Profanity will not be tolerated by any renter, rental participant or rental attendee.

11. No building keys or access credentials will be given to renters, students or other unauthorized personnel.
12. No motorized vehicles or equipment are permitted on any athletic surfaces, grass areas, sidewalks, restricted areas or any other area other than designated parking areas.
13. Renter's participants must observe all parking restrictions on District property. Renters may not charge for parking and must provide supervision and crowd control in parking areas, if required by the District.
14. No use of fire, flame, smoke, smoke or fog generation equipment, or fireworks of any kind are allowed on District property.
15. Renter assumes full responsibility, and shall reimburse the District within 30 days of receipt of notice, for the cost of repair of any damage resulting from renter's activity. The District shall not be responsible for any damage whatsoever to renter's property.
16. All school grounds close at dusk.
17. An athletic field should be considered closed if any of the following conditions exist:
  - a. Presence of lightning or thunder
  - b. If the Thorguard system at John Hersey High School or the Prospect Heights Park District or other sirens are heard that would indicate risk of severe weather, the park is to be evacuated for a period of time no less than 30 minutes. Please use caution and your better judgment. If a person in authority believes the risk of severe weather is still threatening and poses a risk, everyone should remain in a safe place until the threat is over.
18. All debris and litter must be removed from school grounds after use.
19. The renter shall indemnify, hold harmless, and at the District's option, defend the District from any and all claims against, and losses incurred by the District arising out of our renter's use of District Facilities under this agreement. Renter waives and promises not to bring any claims against the District arising out of the renter's use of the District Facilities, except for a breach of the agreement. As used in this paragraph: (1) the term "District" includes the Board of Education of District 23 and its officers, members, and employees in their official and individual capacities; (2) the term "claim" includes any administrative or judicial proceeding brought against the District, the threat of any such proceeding, or the demand for the payment of money or other relief for any injury including, but not limited to, personal injury, death or District Facilities damage; and (3) the term "loss" includes any monies expended by the District as a result of a claim, including the District's reasonable attorney fees incurred in response to a claim.
20. If Renters violate any terms of the rental agreement, the District may terminate the use of District Facilities immediately and future rental requests may be denied.
21. State law prohibits a child sex offender from being present on District property or loitering within 500 feet of District property. 720 ILCS 5/11-9.3. The Renter hereby certifies that he/she has checked the Illinois Sex Offender Registration Information website at <https://isp.illinois.gov/Sor/Disclaimer> and that none of the personnel or participants involved with the Renter, or the program sponsored by the Renter,

utilizing District Facilities appear on the Registry as of the initial date of the contract and annually thereafter.

22. The District reserves the right to deny access to any facility user and service provider who has been convicted of any crime including but not limited to sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense in relation to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics or intoxicating beverages.
23. The PHYBS may not rent or permit the use of the Field for non-PHYBS activities during its scheduled usage times.

#### **IV. MAINTENANCE**

1. In the event the PHYBS leaves the grounds in a condition that requires additional maintenance the District will notify the PHYBS and the PHYBS will pay to the School District the cost of such maintenance, including the extra time for completion of cleaning at the agreed upon rate.
2. Under the current inter-governmental agreement with District 23, Arlington Heights Park District is responsible for weekly mowing of the Field's turf areas. Ongoing maintenance of the infield, diamond, bleachers and dugouts (including game/practice prep) will be performed or coordinated by the renter at their sole cost.
3. Water usage will not be available from District properties. All water needs will be the sole responsibility of the PHYBS.
4. The PHYBS 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 District grounds. 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 PHYBS to minimize the interruption or impact on the use of the Field. Where construction, renovation, or repair is in response to an emergency, the School District will make reasonable attempts to assist in rescheduling or relocation of PHYBS activities.
5. The PHYBS shall provide supervision of all of its activities occurring on District grounds. PHYBS will not have access to buildings.

#### **V. INSURANCE AND INDEMNIFICATION**

1. Proof of the Association's Insurance Coverage will be required as a job site and operational ball field following the substantial completion of all enhancements.
2. PHYBS 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 PHYBS as hereinafter provided, including comprehensive personal injury, property damage, workers' compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage.

3. Any subcontractors to the Association will need to provide Certificates of Insurance to the District. Prior to starting any work, previously approved by the District, all contractors must be approved by the District, licensed and bonded, as required by the City of Prospect Heights. Due to potential contact with students during field installation, all subcontractors should provide staff criminal background checks at their cost.
4. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the District with the following in writing:
  - Evidence that each employee, agent, Contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on the State Sex Offender Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
  - The Contractor will provide the District, upon request, a copy of the criminal check conducted on each such person.
5. All policies of insurance obtained and maintained by the PHYBS and its subcontractors shall name the School District, its Board, Board members, and employees as additional insureds.
6. Insurance Certificates - All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by the PHYBS to the School District within ten (10) of the execution of this Agreement and before its use of the District grounds. 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.
7. The PHYBS 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 PHYBS' use of the Field or from the PHYBS' 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.
8. In the event of an incident involving injury to persons or property occurring during the PHYBS' use of the Field, the PHYBS shall provide the School District with an incident report as soon thereafter as practicable.

## **VI. MISCELLANEOUS PROVISIONS**

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.
2. **Assignment** - Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
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.

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. 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.
6. Governing Law - This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
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.
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.
9. Amendment - Except as specified herein, this Agreement contains the entire agreement of the parties and shall supercede 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 three (3) years, commencing on November 1, 2024 and continuing thereafter through November 1, 2027, 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

Prospect Heights Youth Baseball Softball Assoc.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Its Duly Authorized Representative

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_