



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FACILITIES COMMITTEE MEETING AGENDA
TUESDAY, SEPTEMBER 21, 2021 AT **6:00 PM**

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

ADMINISTRATION
Dr. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Agenda of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Tuesday, September 21, 2021.*

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

1. CALL TO ORDER/ROLL CALL

FACILITIES COMMITTEE MEMBERS

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

ADMINISTRATORS/STAFF

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

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

a. Facilities Committee Meeting Minutes - **August 17, 2021**

Motion by member: _____ Seconded by: _____

4. DISTRICT ARCHITECT OF RECORD - STUDIUGC architecture+interiors

a. INFORMATION/DISCUSSION/ACTION: StudioGC architecture+interiors Project Updates and Draft of Master Facilities Plan

5. OLD BUSINESS

a. INFORMATION/DISCUSSION/ACTION: Intergovernmental Agreement (IGA) Between the Village of Lincolnwood and Lincolnwood School District 74 for Removal of the Water Line, Located Partially Below the Rutledge Hall School

Property and Partially Below the Right-of Way (“Roadway”), which Roadway is Owned by the Village of Lincolnwood

6. NEW BUSINESS

a. INFORMATION/DISCUSSION: American Rescue Plan (ESSER III) Use of Funds Plan

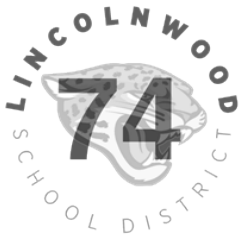
b. INFORMATION/DISCUSSION/ACTION: Children's Care & Development Center, Inc. (CCDC) Flooring Removal and Replacement Invoice from Michael Kautz Carpets & Designs

7. ADJOURNMENT

Motion by Member: _____ Seconded by: _____

Dr. Kimberly A. Nasshan, Superintendent of Schools

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



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FACILITIES COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 17, 2021 AT **6:00 PM**

BOARD OF EDUCATION
Kevin Daly, President
TBD, Vice President
John P. Vranas, Secretary
Myra A. Foutris
Elaina Geraghty
Rupal Shah Mandal
Peter D. Theodore

ADMINISTRATION
Dr. Kimberly A. Nasshan, Superintendent of Schools
Dr. David Russo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

Minutes of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building, 6950 N. East Prairie Road Lincolnwood, Illinois 60712, on Tuesday, August 17, 2021.

1. CALL TO ORDER/ROLL CALL.

Chairman Vranas called the Facilities Committee meeting to order at 6:00 p.m.

FACILITIES COMMITTEE MEMBERS

John P. Vranas (BOE), Chair
Elaina Geraghty (BOE), Co-Chair
Wendy Grano, Community Member
Emily McCall, Community Member
Zade Tagani, Community Member

FACILITIES COMMITTEE MEMBERS NOT PRESENT

Rupal Shah Mandal (BOE)

ADMINISTRATORS/STAFF PRESENT

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

OTHERS PRESENT

Athi Toufexis, StudioGC

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Facilities Committee Meeting Minutes - **JULY 20, 2021**

A motion was made, seconded and passed to approve the July 20, 2021 Facilities Committee meeting minutes.

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

a. StudioGC architecture+interiors Project(s) Update

Rutledge Hall Stairwell Flooring - Completed August 16th with some punch list items outstanding.

Todd Hall Roofing - Completed with the exception of roof coating to be completed in October.

Rutledge Hall Library Classrooms - The Epoxy flooring is finished. The operable partition was delivered on August 18th. Estimated completion by August 20th.

Todd Hall and Rutledge Hall Fire Alarm Updates - Nearing completion of the project, working on installing duct detectors and controls with the existing rooftop units. The code governing CCDC requires 10 additional fire alarm units. The Committee gave approval to move forward using contingency funds on the project.

Todd Hall and Rutledge Hall Door Project - The main doors are set to be installed on August 23rd. There are a few punch list items, transom and door lock cores work will take place at the end.

Todd Hall Grades 1-2 Playground - The demolition and sub base work have been completed. The rain garden, pavers, and concrete will be completed by August 20th. The equipment and surface are estimated to arrive in mid-September.

Rutledge Hall Grade 5 and Specials Furniture - The majority of the furniture has arrived. The book bins have been delayed. Staff Lounge furniture and Lecterns are estimated to arrive in early September.

ROE Occupancy walk through for all projects, except the playground, took place on August 13: The District passed the inspection of all the projects.

HVAC Pumps at Lincoln Hall - Based on the recommendations and potential installation vendors with quotes, the Committee directed the Administration to go out for bid in the winter for a 2022 project completion.

Rutledge Hall IDF Door - The Committee recommended a core door for IT department access only.

Todd Hall Drinking Fountain in the CCDC Wing - Has been completed and is fully functional. CCDC is back at Todd Hall in their classrooms.

School Maintenance Project Grant - The District applied for and was awarded \$50,000 from this grant in FY20 for fire alarm work at Todd Hall and Rutledge Hall. Administration plans on applying again for an upcoming project.

Digitization of Architectural Drawings - The files for Administration, Todd Hall and Rutledge Hall have been received. Lincoln Hall is being sent to Cross Rhodes next. The District is working on organizing the electronic files.

Solar Panels - The District is working with vendors to obtain a proposal for Solar Panels to bring to the Committee.

5. OLD BUSINESS

None

6. NEW BUSINESS

None

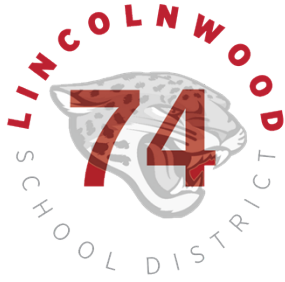
7. ADJOURNMENT

A motion was made, seconded, and passed to adjourn the Facilities Committee meeting at 6:26 p.m.

The next Facilities Committee meeting will be held Tuesday, September 21, 2021 at 6:00 p.m. The public is welcome.

John P. Vranas, Chairman

Elaina Geraghty, Member



Facilities Committee Meeting

DATE: September 21, 2021

TOPIC: Project Updates and Draft of Master Facilities Plan

PREPARED BY: Courtney Whited, Business Manager/CSBO with

Athi Toufexis, Principal, StudioGC architecture+interiors

Recommended for:

- Action
- Discussion
- Information

Purpose:

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

1. Punch list updates from Summer 2021 projects
2. Request permission to prepare drawings and bid documents for Summer 2022 projects



Master Facilities Plan - DRAFT

2021-2026

September 8, 2021



* Total Project Costs include A/E fee; do not include contingencies

2022-2026 Remaining Estimated Costs	
HLS - "A" Category Required	\$90,973
HLS - "B" Category Required	\$1,279,569
Building Maintenance	\$5,582,752
Capital Imp. Projects	\$11,680,688
Grand Total:	\$18,633,982

2021 - Completed						
Priority Code	School	Category	Item	Estimated Cost	Anticipated Final Costs	Notes
HLS B	Todd Hall	Roofing	Replace multiple modified bitumen roofs (east, west, admin wings)	\$962,528	\$799,800	
HLS B	Todd Hall	Doors	Replace interior doors (SGC estimate with classroom entry option)	\$450,000		- combined w/ costs below
HLS B	Todd Hall	Doors	Replace exterior doors and frames (SGC estimate)	\$332,125		- combined w/ costs below
HLS B	Rutledge Hall	Doors	Replace interior wood doors, reuse hardware	\$4,595	\$831,600	
HLS B	Todd Hall	Fire Alarm	Upgrade panels, add new devices, add new CO detectors	\$146,605	\$193,320	
HLS B	Rutledge Hall	Fire Alarm	Upgrade panels, add new devices, add new CO detectors	\$133,150	\$193,320	
Subtotal				\$2,029,003	\$2,018,040	
Maintenance	Todd Hall	Asphalt	Patch/replace parking lot (site master plan impact?)	TBD	\$0	
Maintenance	Rutledge Hall	Flooring	Replace corridor flooring with resilient flooring	\$119,070	\$84,823	change in scope to stair floor
Subtotal				\$119,070	\$84,823	
Capital	Rutledge Hall	Classroom Furniture	Replace 5th grade furniture	\$85,730		- combined w/ costs below
Capital	Rutledge Hall	Classroom Furniture	Replace small group instructional furniture	\$157,172	\$175,059	
Capital	Todd Hall	Misc	New surfacing and new accessible elements - 1st/2nd gr		\$128,413	new project added
Capital	Rutledge Hall	Renovation	Library renovation to STEM lab & extra classroom		\$205,200	new project added
Subtotal				\$242,903	\$508,673	
Total 2021 Cost				\$2,390,976	\$2,611,536	

2022 - Previous Survey Estimates						
Priority Code	School	Category	Item	Estimated Cost	Notes	
HLS A	Todd Hall	General Trades	Replace exterior soffit at roof	\$10,338		
HLS A	Todd Hall	Electrical	Replace fixtures & exit signs	\$8,959		
HLS A	Rutledge Hall	Electrical	Replace fixtures & exit signs, grounding electrode at water meter	\$71,676		
Subtotal				\$90,973		
HLS B	Todd Hall	Electrical	Replace pressure switch	\$55,135		
HLS B	Todd Hall	Glazing	Replace wired/non-rated glazing with rated glazing	\$6,892		
HLS B	Rutledge Hall	Electrical	Replace pressure switch	\$20,676		
Subtotal				\$82,703		
Maintenance	Lincoln/Rutledge	Asphalt	Sealcoat, stripe, crack fill parking lot	\$33,381		
Maintenance	Todd Hall	Mechanical	Replace rooftop units	\$650,122		
Maintenance	Rutledge Hall	Mechanical	Replace rooftop units	\$568,857		
Maintenance	Administration	Roofing	Replace modified bitumen roof	\$125,373		
Maintenance	Lincoln Hall	Pumps	Pump replacement and VFD installation	\$54,000		New project added to plan
Maintenance	Todd Hall	Asphalt	Parking lot - full depth replacement	\$226,800		New project added to plan; Scope TBD
Maintenance	Todd Hall	Asphalt	Playtop asphalt - replacement/repairs	\$178,200		New project added to plan; Scope TBD
Subtotal				\$1,836,733		
Capital	Rutledge Hall	Classroom Furniture	Replace shared instructional furniture	\$60,011		
Capital	Rutledge Hall	Misc	New surfacing and new accessible elements	\$271,350		New project added to plan
Capital	Todd Hall	Misc	New surfacing and new accessible elements (E. Prairie alternate)	\$101,250		New project added to plan
Capital	Todd Hall - CCDC	Misc	New surfacing and new accessible elements (CCDC alternate)	\$129,600		New project added to plan
Capital	Rutledge Hall	Misc	Elevator modernization	\$73,440		New project added to plan
Capital	Lincoln Hall	Misc	Bus Door Plaza Renovations	\$331,015		New project added to plan
Subtotal				\$966,666		
Total 2022 Cost				\$2,977,075		

2023 - Previous Survey Estimates						
Priority Code	School	Category	Item	Estimated Cost	Notes	
Subtotal				\$0		
HLS B	Todd Hall	Mechanical	Replace mechanical system piping valves with actuators	\$92,627		7
HLS B	Todd Hall	Plumbing	Replace galvanized water piping and fixtures	\$137,494		

HLS B	Todd Hall	Plumbing	Replace piping and fixtures with new	\$266,304	
HLS B	Todd Hall	Plumbing	Provide backflow prevention devices at mop sinks	\$6,513	
HLS B	Rutledge Hall	Masonry	Replace chimney capstone	\$3,618	
Subtotal				\$506,556	
Maintenance	Todd Hall	Masonry Tuckpointing		TBD	
Maintenance	Todd Hall	Roofing	Replace modified bitumen roof	\$62,230	
Maintenance	Todd Hall	Painting	Paint interior	\$196,912	
Maintenance	Rutledge Hall	Roofing	Replace TPO roof with modified bitumen	\$608,786	
Subtotal				\$867,929	
Capital	Todd Hall	Classroom Furniture	Replace pre-K and K classroom furniture	\$141,777	
Capital	Todd Hall	Plumbing	Drinking fountain replacement plus additions	TBD	New project added to plan
Capital	Rutledge Hall	Misc	Courtyard Renovation	\$132,837	New project added to plan
Capital	Lincoln/RH/TH	Site	Running track	\$363,818	New project added to plan
Subtotal				\$638,433	
Total 2023 Cost				\$2,012,917	

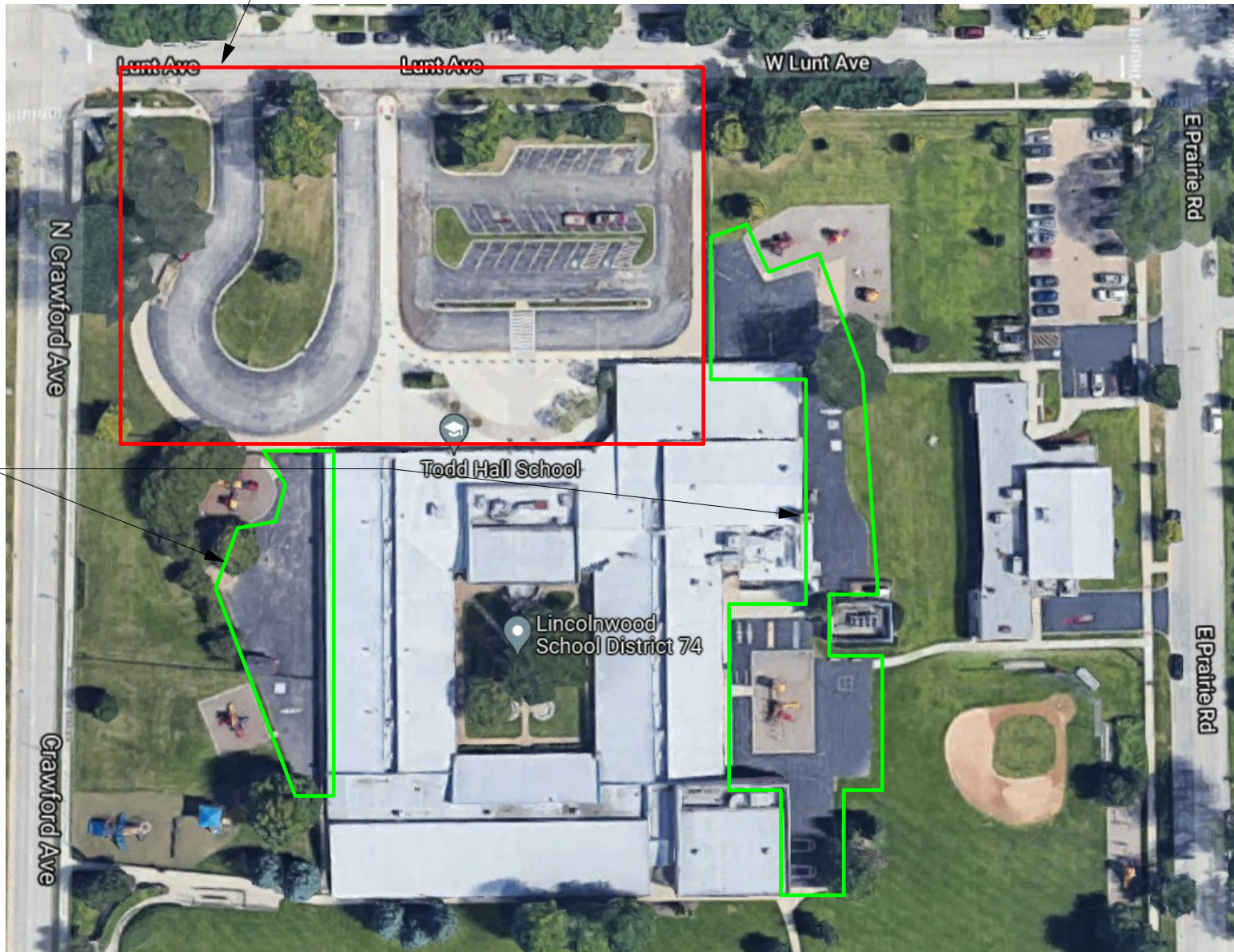
2024 - Previous Survey Estimates					
Priority Code	School	Category	Item	Estimated Cost	Notes
Subtotal				\$0	
HLS B	Rutledge Hall	Plumbing	Provide sprinkler flow switch	\$7,598	
HLS B	Rutledge Hall	Plumbing	Replace galvanized water piping and fixtures	\$537,963	
HLS B	Rutledge Hall	Plumbing	Install vacuum breaker faucets	\$9,118	
Subtotal				\$554,679	
Maintenance	Todd Hall	Asphalt	Sealcoat, stripe, crack fill parking lot	TBD	
Maintenance	Rutledge Hall	Mechanical	Replace classroom univents	\$1,171,626	
Maintenance	Rutledge Hall	Mechanical	Replace cabinet unit heaters	\$48,243	
Maintenance	Rutledge Hall	Mechanical	Replace fan coil units	\$66,162	
Maintenance	Rutledge Hall	Mechanical	Replace exhaust fans	\$117,163	
Subtotal				\$1,403,195	
Capital	Todd Hall	Classroom Furniture	Replace 1st grade classroom furniture	\$115,784	
Capital	Todd Hall	Misc	Courtyard Renovation	\$251,063	New project added to plan
Capital	Rutledge Hall	Plumbing	Drinking fountain replacement	TBD	New project added to plan
Subtotal				\$366,847	
Total 2024 Cost				\$2,324,721	

2025 - Previous Survey Estimates					
Priority Code	School	Category	Item	Estimated Cost	Notes
Subtotal				\$0	
HLS B	Lincoln Hall	Masonry	Underpin and replace cracked masonry walls	\$47,870	
HLS B	Lincoln Hall	General Trades	Miscellaneous exterior soffit repairs	\$39,891	
HLS B	Lincoln Hall	General Trades	Repair foundation wall leaks	\$47,870	
Subtotal				\$135,630	
Maintenance	Lincoln/Rutledge	Asphalt	Sealcoat, stripe, crack fill parking lot	\$33,381	
Maintenance	Todd Hall	Mechanical	Replace classroom univents	\$1,121,660	
Maintenance	Todd Hall	Mechanical	Replace cabinet unit heaters	\$50,656	
Maintenance	Todd Hall	Mechanical	Replace fan coil units	\$23,157	
Maintenance	Todd Hall	Mechanical	Replace exhaust fans	\$246,042	
Subtotal				\$1,474,895	
Capital	Todd Hall	Classroom Furniture	Replace 2nd grade classroom furniture	\$121,573	
Capital	Todd Hall	Addition	Classroom Addition	\$3,702,615	New project added to plan
Capital	Lincoln Hall	Misc	Courtyard Renovation	\$234,325	New project added to plan
Subtotal				\$4,058,514	
Total 2025 Cost				\$5,669,040	

2026 - Proposed					
Priority Code	School	Category	Item	Estimated Cost	Notes
Subtotal				\$0	
Subtotal				\$0	
Maintenance	Todd Hall	Plumbing	Replace tunnel piping	TBD	
Subtotal				\$0	
Capital	Todd Hall	Casework	Replace classroom casework	\$328,248	
Capital	Todd Hall	Lighting	Replace classroom lighting to LED	\$455,901	
Capital	Todd Hall	Lighting	Replace corridor/office lighting to LED	\$455,901	
Capital	Todd Hall	Classroom Furniture	Replace shared instructional furniture	\$36,472	
Capital	Rutledge Hall	Casework	Replace classroom casework	\$683,851	
Capital	Rutledge Hall	Addition	Classroom Addition	\$3,689,856	New project added to plan
Subtotal				\$5,650,229	
Total 2026 Cost				\$5,650,229	

parking lot - full depth / scope TBD replacement

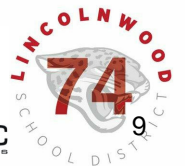
playtop
asphalt
replacement
/repairs

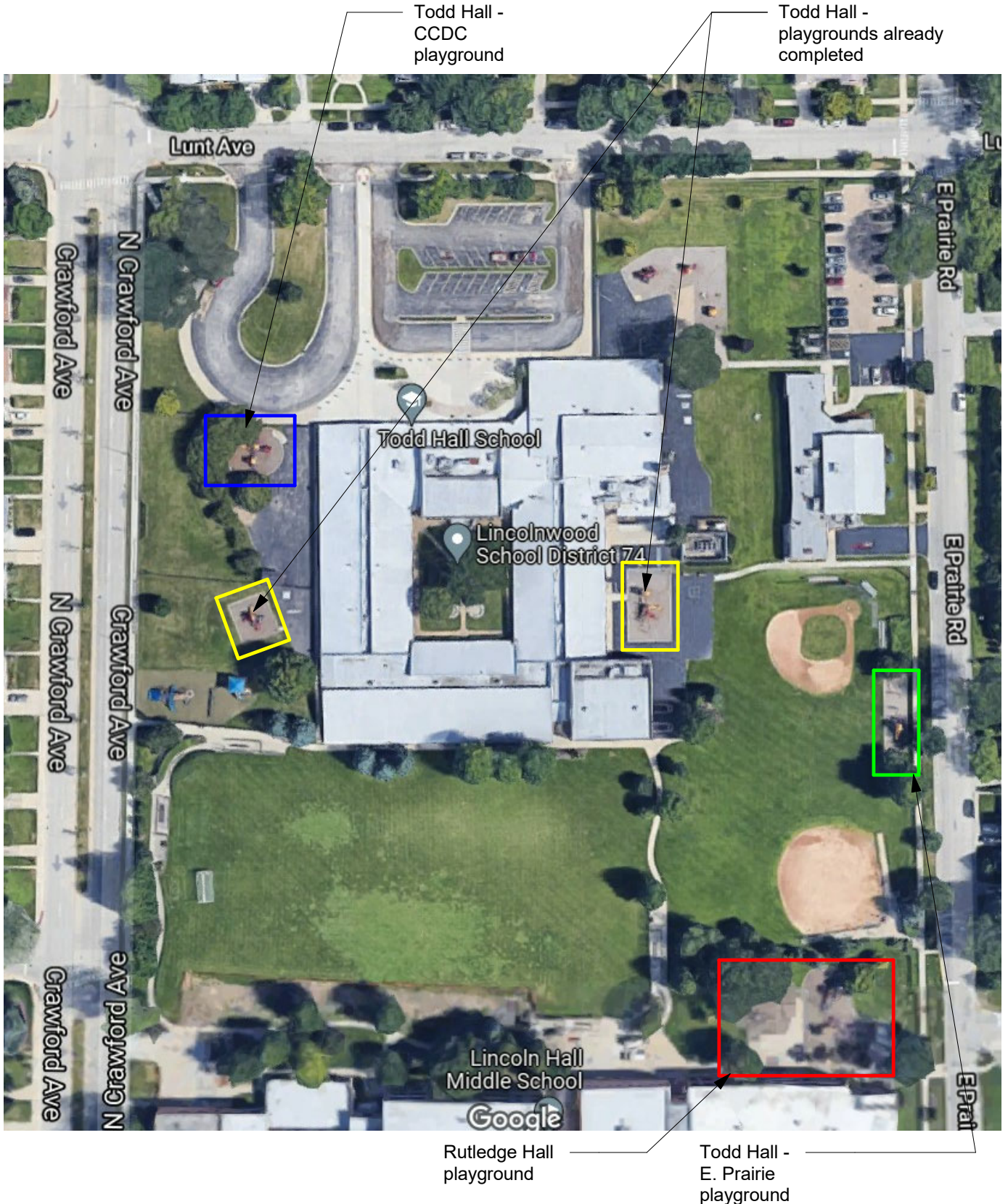


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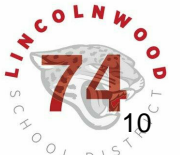
aerial site plan
Lincolnwood SD74
potential 2022 paving projects - todd hall
3925 w. lunt avenue, lincolnwood, il 60712

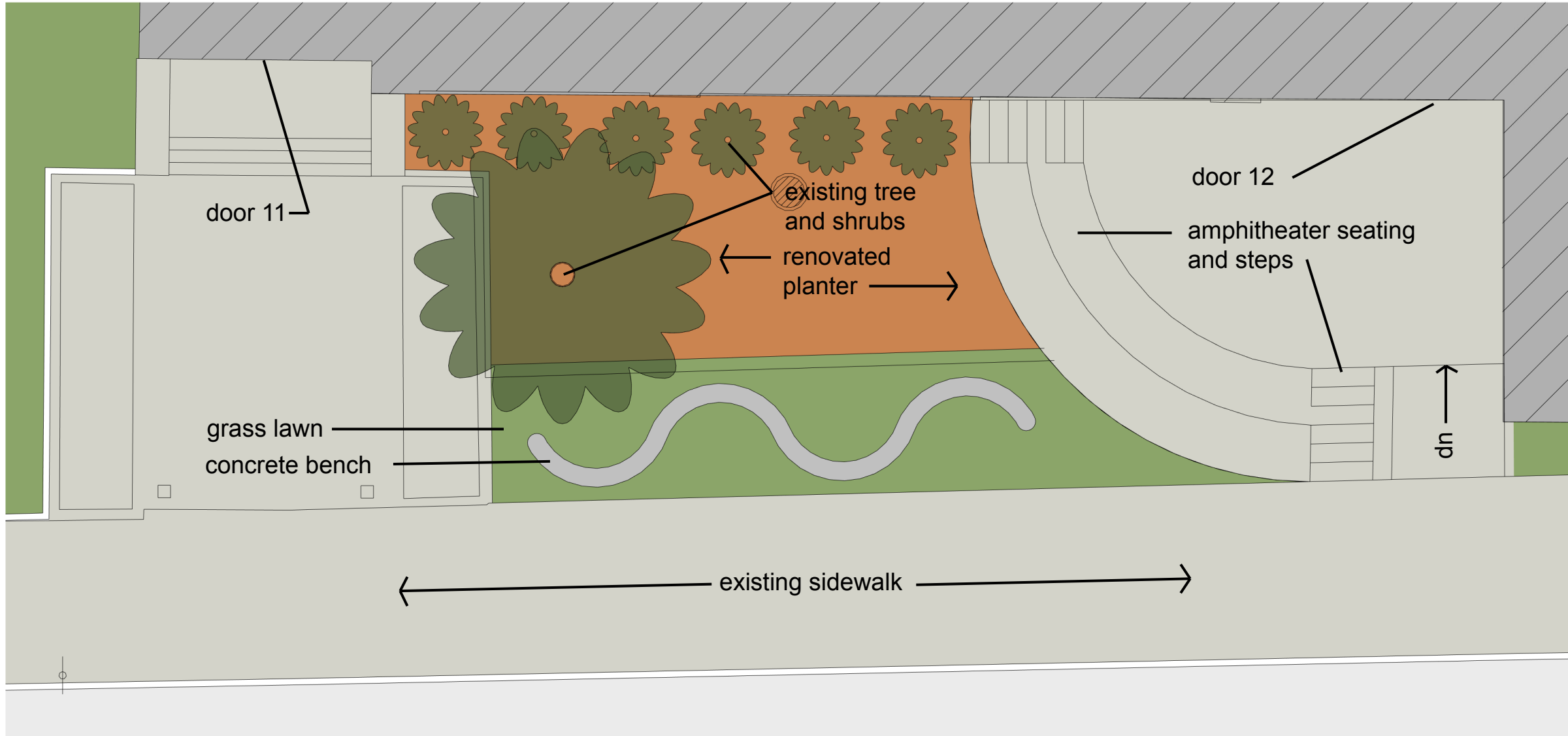




9.13.21
AC2

aerial site plan
Lincolnwood SD74
potential 2022 playground projects
3925 w. lunt avenue, lincolnwood, il 60712



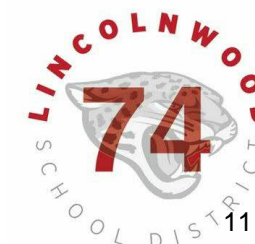


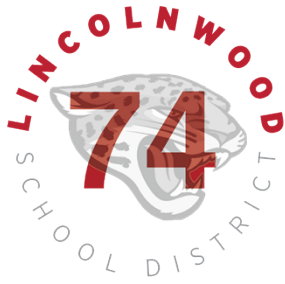
04.24.2020

door 11 - outdoor amphitheater
LINCOLNWOOD SD74
MASTER PLANNING

19043 **05**

6950 E Prairie Rd., Lincolnwood, IL 60712





Executive Summary Facilities Committee Meeting

DATE: September 21, 2021

TOPIC: Intergovernmental Agreement (IGA) Between the Village of Lincolnwood and Lincolnwood School District 74 for Removal of the Water Line, Located Partially Below the Rutledge Hall School Property and Partially Below the Right-of-Way (“Roadway”), which Roadway is Owned by the Village of Lincolnwood

PREPARED BY: Kim Nasshan

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

In an effort to ensure the cost of the water main leak is split appropriately between the District and the Village we present this Intergovernmental Agreement (IGA) The District Legal Counsel along with the Village attorney has reviewed this (IGA). The following is presented to the Committee for recommendation to the Board.

Fiscal Impact:

The Parties agree that: (a) the District has paid for, and will remain solely responsible, all costs associated with the Partial Disconnect; and (b) the Village will be solely responsible for all costs associated with the Work and all remaining components of the Project, including, without limitation, costs related to preparation of the Work Documents and construction costs.

Recommendation:

The Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Intergovernmental Agreement (IGA) between the Village of Lincolnwood and Lincolnwood School District 74 for the removal of the water line, located partially below the Rutledge Hall School property and partially below the right-of-way ("Roadway"), which Roadway is owned by the Village of Lincolnwood, as presented.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LINCOLNWOOD SCHOOL DISTRICT 74
AND THE VILLAGE OF LINCOLNWOOD**

THIS AGREEMENT is made and entered into this ___ day of _____, 2021 (“*Effective Date*”) by and between Lincolnwood School District Number 74, an Illinois school district (“*District*”), and the Village of Lincolnwood, an Illinois home rule municipal corporation (“*Village*”) (collectively, the District and the Village are the “*Parties*”).

WITNESSETH:

WHEREAS, the District is the record title owner of the property located at 6850 N. East Prairie Road, Lincolnwood, Illinois (“*School Property*”); and

WHEREAS, the District has identified the existence of a leaking sub-surface water line facility (“*Water Line*”), located partially below the School Property and partially below the _____ right-of-way (“*Roadway*”), which Roadway is owned by the Village; and

WHEREAS, neither the District nor the Village has been able to identify whether either Party, or a third party, is the owner of the Water Line; and

WHEREAS, the District performed initial work required to temporarily disconnect, cut, and cap the Water Line (“*Partial Disconnect*”); and

WHEREAS, the Parties desire to undertake a complete removal and disconnect of the Water Line (“*Project*”), including excavation of portions of the School Property and the Roadway; removal and disconnect of the Water Line; pavement milling and resurfacing of the Roadway; drainage structure adjustments as required; and landscaping and other on-site and off-site restoration as required (the “*Work*”); and

WHEREAS, the Parties desire to share equally in the costs associated with the Partial Disconnect and the Project in accordance with the terms of this Agreement; and

WHEREAS, the Parties agree to undertake the Project jointly and cooperatively, which will benefit both Parties; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Article VII, Sections 6 and 10 of the Illinois Constitution of 1970, the Parties desire to enter this Agreement to set forth their respective rights and responsibilities regarding the Project;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Village agree as follows:

SECTION 1. RECITALS. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

SECTION 2. LICENSE. Subject to the terms and conditions set forth in this Agreement, the District hereby grants to the Village, and the Village hereby accepts, a non-exclusive revocable license for the Village to perform the Work on that portion of the School Property depicted on **Exhibit A** attached hereto and made a part hereof (“*Licensed Premises*”), pursuant to and in strict accordance with the terms and provisions of this Agreement (“*License*”). The License will be for a term commencing on the Effective Date and ending on the occurrence of the terminating events described in Section 5 of this Agreement.

SECTION 3. VILLAGE WORK.

A. The Village will be responsible for performing and completing the Work in a good and workmanlike manner, in accordance with this Agreement.

B. Prior to commencement of construction of the Work: (1) the Village will coordinate the preparation of plans and specifications required for the Project (collectively, the “*Work Documents*”); and (2) the Village must submit the Work Documents to the District for review and approval. The District must review the Work Documents within 10 calendar days after receipt (or such other time period as agreed upon by the Parties) and will approve them (with any appropriate suggested revisions) in writing. Failure of the District to respond to the Village within 10 days after receipt of the Work Documents will be deemed to be an approval of the Work Documents. The Parties agree to cooperate in good faith to finalize the Work Documents to each Party’s reasonable satisfaction prior to submittal. Upon approval by the Parties, such plans and specifications will be known as the “**Approved Plans.**”

C. The Village will be responsible for awarding the contract for construction of the Project in accordance with the Approved Plans. The District will not be responsible for bidding or award of the contract.

D. The Village will be responsible for and will coordinate the management, inspection, and coordination of the Work. The District will not be responsible for completion of the Work, but the District may at any time inspect and review the Work as it progresses and is completed.

E. During the period of the construction of the Work, the Village must maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times.

SECTION 4. COST RESPONSIBILITIES.

The Parties agree that: (a) the District has paid for, and will remain solely responsible, all costs associated with the Partial Disconnect; and (b) the Village will be solely responsible for all costs associated with the Work and all remaining components of the Project, including, without limitation, costs related to preparation of the Work Documents and construction costs.

SECTION 5. TERM OF AGREEMENT. This Agreement will commence on the Effective Date, and will terminate upon the last to occur of: (a) completion of all of the Work, and acceptance thereof by the District and the Village; and (b) reimbursement by the Village and

District of all costs of the Partial Disconnect and the Work, as required by Section 4 of this Agreement. The obligations of Section 6 will survive the termination of this Agreement.

SECTION 6. MUTUAL INDEMNIFICATION. To the fullest extent permitted by law, each Party will indemnify, hold harmless, and protect the other Party and its appointed and elected officials, officers employees, directors, agents, and representatives from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of or alleged to have occurred in whole or in part in connection with the Project or this Agreement.

SECTION 7. TERMINATION; BREACH. This Agreement may be terminated by either Party prior to bidding the Project on 30 days' written notice without any liability to the other Party, if: (a) either Party lacks available funds to complete its share of the Project Costs or (b) a contract for the construction of the Project is not awarded within six months after the Effective Date. If this Agreement is terminated pursuant to Section 8(a) of this Agreement, then the terminating Party will reimburse the other Party in full for engineering and other pre-bidding costs that would not otherwise have been expended. This Agreement also may be terminated by either Party on 30 days' written notice if the other Party fails substantially to perform in accordance with the terms of this Agreement and then fails to cure the non-performance within the 30-day notice period.

SECTION 8. COMPLIANCE WITH LAWS. Each Party agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project and the Work.

SECTION 9. AMENDMENTS. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each Party to this Agreement in accordance with all applicable statutory procedures.

SECTION 10. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements, or understandings, written or oral, not herein contained are of any force or effect.

SECTION 11. NOTICES. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
 6900 N. Lincoln Ave.
 Lincolnwood, IL 60712

Attention: Village Manager

with a copy to: Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Steven M. Elrod, Village Attorney

If to District: Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712
Attention: Superintendent

with a copy to: Whitt Law LLC
70 S. Constitution Dr.
Aurora, IL 60506
Attention: Brian R. Bare, Esq.

SECTION 12. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Illinois.

SECTION 13. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, each of which will be deemed to be an original with the same effect as if the signatures thereto were on the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

THE VILLAGE OF LINCOLNWOOD

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

LINCOLNWOOD SCHOOL DISTRICT 74

By: _____

By: _____

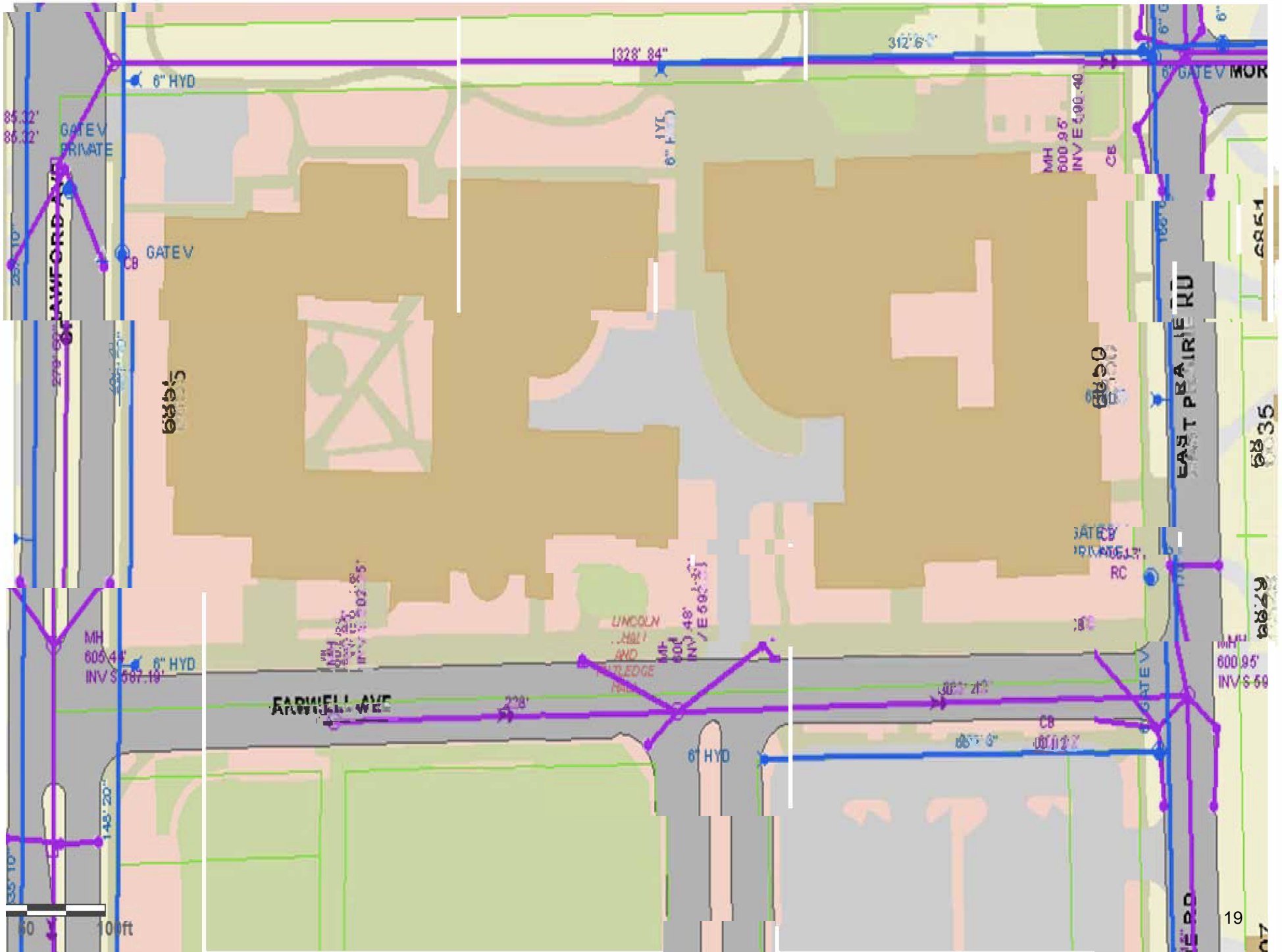
Its: _____

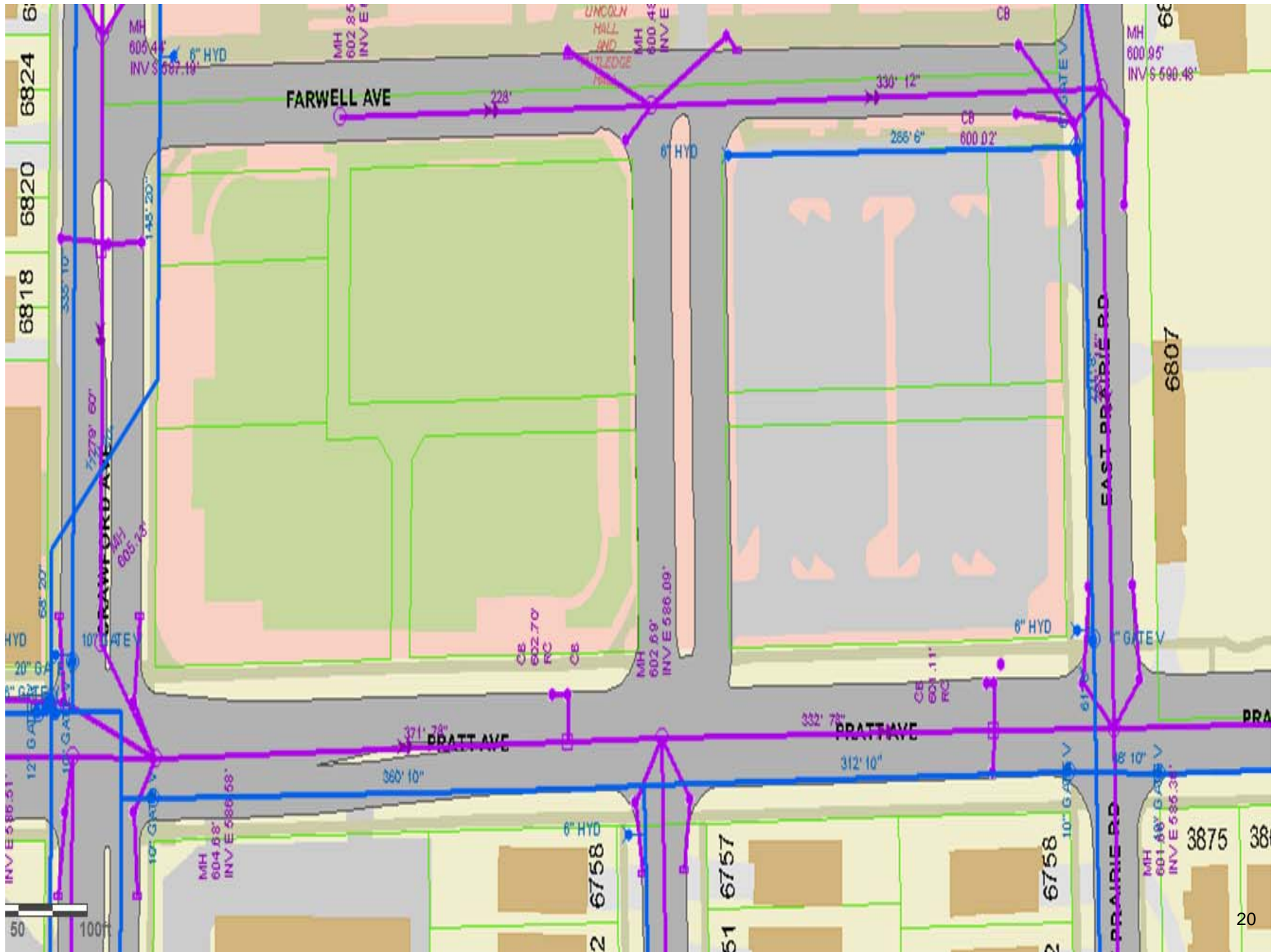
Its: _____

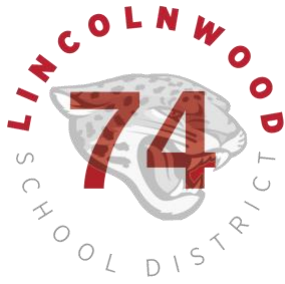
Exhibit A

Site Plan of Licensed Area

EXHIBIT A







Executive Summary Facilities Committee Meeting

DATE: September 21, 2021

TOPIC: American Rescue Plan (ESSER III) Use of Funds Plan

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The third round of federal dollars from the Elementary and Secondary School Emergency Relief Fund (ESSER III) allocates \$1,725,712 to the District. The grant calls for 20% of the funds to be set aside to address learning loss. The remaining allocation can be expended in a wide variety of ways related to challenges districts have encountered from COVID-19.

In the grant application, the District must develop a *Use of Funds* plan within 90 days of funds being received. Plans must be made available to the public and posted on the District website.

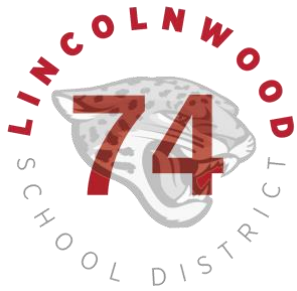
The Administration has created a *Use of Funds* plan to meet grant requirements. Based on a review of the *Master Facilities* plan with the District Architect, the Administration has identified replacement of mechanical rooftop units at Todd Hall and Rutledge Hall as a significant project to complete using ESSER III funds. The grant allows expenditures related to: *repair and upgrade projects to improve air quality in school buildings*. Other projects identified include instructional materials, academic intervention and support, and technology hardware.

Fiscal Impact:

The District has been allocated \$1,725,712 in ESSER III funds.

Recommendation:

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



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

ADMINISTRATION
Dr. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David L. Russo, *Assistant Superintendent for Curriculum & Instruction*
Courtney L. Whited, *Business Manager/CSBO*

Lincolnwood School District 74
Use of Funds Plan
American Rescue Plan (ESSER III)

School districts allocated American Rescue Plan (ARP) funds must develop a Use of Funds plan and submit it to the Illinois State Board of Education (ISBE) within 90 days of funds being received. School districts must also make the Use of Funds plan available to the public and post the plan on the District website.

As per the American Rescue Plan requirements, 20% of the funds must be allocated to learning loss.

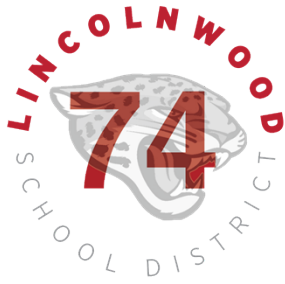
ARP (ESSER III) Use of Funds

- Learning Loss Allocation - \$344,870
 - Summer School Personnel
 - Summer School Supplies
 - After School Tutoring Program
 - Reading and Math Interventionists
 - Core Instructional Social Studies Program

- Technology - \$55,700
 - Tech Refresh – iPads

- Other Instructional - \$19,525
 - NWEA/MAP Assessment Program
 - Panorama Survey

- Building Supplies and Maintenance - \$1,305,617
 - Sanitation Supplies
 - Building Maintenance and Improvements



Executive Summary Facilities Committee Meeting

DATE: September 21, 2021

TOPIC: Children's Care & Development Center, Inc. (CCDC) Flooring Removal and Replacement
Invoice from Michael Kautz Carpets & Designs

PREPARED BY: Kim Nasshan

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Children's Care & Development Center, Inc. (CCDC) has been in communication with the District regarding renovation projects in their wing of Todd Hall. CCDC has selected new flooring in collaboration with the District.

The District asked CCDC to provide documentation as to the cost of the completed project. The invoice in the amount of \$41,360.37 from Michael Kautz Carpets & Designs for removal and replacement of the Children's Care & Development Center, Inc. (CCDC) flooring in the CCDC Office, and rooms 405, 406, 407, and 409 is included for discussion. This work was completed in the summer of 2021. The Administration is requesting direction from the Facilities Committee on the next steps.

Fiscal Impact:

Unknown at this time

Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to approve to pay \$ [redacted] on the total invoice from Michael Kautz Carpets & Designs in the amount of \$41,360.37 for removal and replacement of the Children's Care & Development Center, Inc. (CCDC) flooring in the CCDC Office, and rooms 405, 406, 407, and 409. (See before and after photos below.)



BEFORE



AFTER

Michael Kautz Carpets & Designs
 730 E. Northwest Highway
 Mount Prospect, IL 60056
 (847) 394-8200
 www.michaelkautz.com



BILL TO
 Todd Hall School
 3925 Lunt
 Lincolnwood, IL 60712

SHIP TO
 Rooms 405, 406, 407,
 409, Office

INVOICE 74630

DATE 08/17/2021 TERMS Due
 Upon Receipt

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MP VINYL	LVT: Karndean LLP308 French Gray Oak 4 Classrooms & Kitchenette Areas Back Half of Nursery Carpet: Tandus Special (Provincialate) Base: Roppe Gray Price includes the following: -removal and disposal of existing flooring -supply and install self-leveler in ALL areas receiving new LVT plank -manufacturers recommended adhesive -straight/staggered installation of LVT plank -new transitions as needed -new wall base (4" & 6") MOISTURE AND/OR ASBESTOS ABATEMENT IS NOT INCLUDED IN TOTAL PRICING	1	41,360.37	41,360.37T

SUBTOTAL	41,360.37
TAX	0.00
TOTAL	41,360.37
TOTAL DUE	\$41,360.37