Agenda of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Lincoln Hall Band Room #108
6855 North Crawford
Lincolnwood, IL 60712,
on Tuesday, May 18, 2021.

IN-PERSON PARTICIPATION: It is expected that all members of the Facilities Committee, plus several administrators, will be physically present at the Lincoln Hall Band Room (#108) located at 6855 North Crawford, Lincolnwood, IL. The May 18, 2021 Facilities Committee meeting will be broadcast through ZOOM Video Conferencing for Public Audience to Visitors. Members of the public are encouraged to utilize the Zoom broadcast if possible. Zoom Tech Check at 5:45 p.m.

Join the meeting via ZOOM app (video and audio): Meeting ID: # 826 8520 3283
(Link: https://sd74-org.zoom.us/j/82685203283)
or
Join the meeting via phone (audio only): Step #1: Dial 1-312-626-6799; Step #2: Enter Meeting ID: # 826 8520 3283

1. CALL TO ORDER/ROLL CALL
FACILITIES COMMITTEE MEMBERS
John P. Vranas (BOE), Chairman
Elaina Geraghty (BOE)
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 - April 13, 2021
      Motion by member: __________________ Seconded by: __________________

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors
   a. INFORMATION/DISCUSSION: Todd Hall Parking Lot
   b. INFORMATION/DISCUSSION: Grades 1-2 Playground
   c. INFORMATION/DISCUSSION: StudioGC architecture+interiors Project(s) Update
5. OLD BUSINESS
   a. INFORMATION/DISCUSSION/ACTION: HVAC Piping and Pump Analysis
   b. INFORMATION/DISCUSSION/ACTION: Dual BCM Replacement at Lincoln Hall

6. NEW BUSINESS
   a. INFORMATION/DISCUSSION/ACTION: Solar Panel Grants
   b. INFORMATION/DISCUSSION: Metropolitan Water Reclamation District’s Greening Cook County Schools Pilot Program

7. INFORMATION/DISCUSSION: District Facilities Update

8. ADJOURNMENT

Motion by Member: ________________________ Seconded by: ___________________________

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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.
Minutes of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Lincoln Hall Band Room #108
6855 North Crawford
Lincolnwood, IL 60712,
on Tuesday, April 13, 2021.
with ZOOM Video Conferencing available on Tuesday, April 13, 2021.

1. CALL TO ORDER/ROLL CALL
   Chairman Vranas called the Facilities Committee meeting to order at 6:01 p.m.

   FACILITIES COMMITTEE MEMBERS
   John P. Vranas (BOE),
   Chairman Elaina Geraghty
   (BOE)
   Rupal Shah Mandal (BOE)
   Emily McCall, Community Member

   FACILITIES COMMITTEE MEMBERS NOT PRESENT
   Joe Ehrenberg, 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 (via Zoom)
   Jim Caldwell, Director of Buildings and Grounds
   Christopher Edman, Director of Technology

   OTHERS PRESENT
   Athi Toufexis, StudioGC

2. AUDIENCE TO
   VISITORS None

3. APPROVAL OF MINUTES
   a. Facilities Committee Meeting Minutes - March 16, 2021
      A motion was made, seconded and passed to approve the March 16, 2021 Facilities Committee meeting minutes.
4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors
   a. StudioGC architecture+interiors Project(s) Update
      I. Select Option for Todd Hall Library Conduit/Wiremold
         Athi Toufexis, StudioGC, explained the courtyards must have fire alarms and presented the options for the connecting conduit. The Committee chose option #2 painted conduit on the outside of the courtyard to device. No wiremold in the library. Paint to match as close as possible.
      II. Select Option for Todd Hall Classroom Entryway Tackboards
         Athi Toufexis, StudioGC, presented the options for the Todd Hall Classroom Entryway Tackboards. The committee chose option 2: dark pearl fabric, with the medium bronze metal trim border.
   b. StudioGC Presents Grade 5 and Specials Furniture at Rutledge Hall
      Athi Toufexis, StudioGC, presented the options for Grade 5 and Specials Furniture at Rutledge Hall. Lecterns have been added for the summer project. The same style of chair used in the Lincoln Hall Staff Lounge will be used in the Rutledge Hall Staff Lounge. The Committee would like to see the T4 model Occasional Table with a pedestal base and the cherry finish for all tables. Send the Committee new options rather than waiting for the next Committee meeting. The Committee chose Haven: Atlantic for the seat back and Wander: Mediterranean for the chair arms for the Lounge furniture.

A motion was made, seconded and passed that the Facilities Committee concur with the Administration’s recommendation to the Board of Education to approve the contract from StudioGC Architecture and Interiors for Grade 5 and Specials Furniture in the amount of $162,092 to be installed in the summer of 2021.

5. OLD BUSINESS
   a. Ascent© Control Module Upgrade and Data Communication Wiring at Lincoln Hall
      Jim Caldwell, Director of Buildings and Grounds, gave a review of changing from a BCM (BACtalk© Control Module) to an ACM (Ascent© Control Module). Everest indicated the solution to add repeaters to the overloaded BCM in the past was appropriate. The BCM failed earlier this year, and was fixed by reprogramming it at that time. The BCM is no longer made, it has been recommended to get ACMs. The Committee directed the Administration to replace both units at Lincoln Hall with ACMs and keep the 2 BCMs for Todd Hall and Rutledge Hall as spare parts. The Committee directed the Administration to request a price for 2 ACM units at Lincoln Hall.
   b. Drinking Fountains/Bottle Fillers at Todd Hall and Rutledge Hall
      Courtney Whited, Business Manager/CSBO reviewed the Drinking Fountains/Bottle Fillers at Todd Hall and Rutledge Hall project. This project is better suited for Summer 2022. StudioGC examined the number of fountains needed at Rutledge Hall and Todd Hall based on plumbing code and ADA requirements. The District would have to consider compliance with current codes. The Committee directed the Administration to have the CCDC water fountain installed consistent with the Lincoln Hall fountains and hire a plumber to complete the work. StudioGC will look at the entire scope of the project to replace all of the old fountains and return to the Committee in the future.

6. NEW BUSINESS
   None

7. District Facilities Update
1. Sportsfield dressed the baseball fields during Spring Break.

2. The Village of Lincolnwood’s Public Works Department will continue the work the District began on the water main pipe. Final costs will be divided between both parties.

3. The District met with vendors on HVAC piping size issues at Lincoln Hall. StudioGC will have more information for the Committee in the future.

8. ADJOURNMENT
A motion was made, seconded and passed to adjourn the Facilities Committee meeting at 6:53 p.m.

The next Facilities Committee meeting will be held Tuesday, May 18, 2021 at 6:00 p.m. The public is welcome.

John P. Vranas, Chairman

Elaina Geraghty, Member
DATE: May 18, 2021
TOPIC: Todd Hall Parking Lot
PREPARED BY: Courtney Whited

**Recommended for:**
- [ ] Action
- [x] Discussion
- [x] Information

**Purpose/Background:**
Todd Hall parking lot asphalt is revealing wear and was last patched in Summer 2019. If the District were to do a full depth replacement (replace all of the concrete, as well as the stone and add more stone in) of the existing TH parking lot (with bus and car loops) but keep the layout and footprint the same, the cost would be approximately $200,000. That number may fluctuate based on the amount of stone, but StudioGC would take some core samples to get information on the existing asphalt and stone cross-section profile.
For the reconfiguration of the Todd Hall and Administration lots, StudioGC states a preliminary estimate of $2,300,000. That includes the paving itself, anticipated stormwater management, some site restoration for paved areas to new grass areas, and relocating the preschool playground. A draft of this plan is attached.

**Fiscal Impact:**
Unknown

**Recommendation:**
This summary is for informational purposes. The Administration requests direction from the Facilities Committee on next steps.
1 lap = 384 meters
4.16 laps - 1 mile

1 lap = 391 meters
4.1 laps - 1 mile

1 lap = 398 meters
4.02 laps - 1 mile

1 lap = 299 meters
5.4 laps - 1 mile

marked off route - no pavement

running paths - with addition
LINCOLNWOOD SD74
MASTER PLANNING
6950 E Prairie Rd., Lincolnwood, IL 60712
1 lap = 392 meters
4.08 laps = 1 mile

1 lap = 398 meters
4.02 laps = 1 mile

1 lap = 400 meters
4 laps = 1 mile

1 lap = 334 meters
4.8 laps = 1 mile
marked off route - no pavement

1" = 100'-0"
contemplation, private studying, socializing, informal seating

covered outdoor classroom

rustic outdoor bench

bench planter “art displays”

courtyard - lincoln hall
LINCOLNWOOD SD74
MASTER PLANNING
6950 E Prairie Rd., Lincolnwood, IL 60712

small group activity “science center”

river rock surface

flower or vegetable garden
DATE: May 18, 2021

TOPIC: Grades 1-2 Playground

PREPARED BY: Courtney Whited and Athi Toufexis, Principal, StudioGC architecture+interiors

Recommended for:
☐ Action
☒ Discussion
☒ Information

Purpose/Background:
Last year, the kindergarten playground received new equipment and a smooth rubberized surface. In an effort to continue to incorporate more accessibility features, the playground for grades one and two is up for consideration. Administration is checking with Team Reil on the replacement of a small climber due to its deteriorated condition. Accessible equipment options are attached.

Fiscal Impact:
Depends on course of action

Recommendation:
This summary is for informational purposes. The Administration requests direction from the Facilities Committee on next steps.
Todd Hall Grades 1-2 Playground

Climber Needs Replacement
ACCESSIBLE INDEPENDENTS

- **GRANDIOSO CHIMES**
  APX. $7,000

- **FISH NET CLIMBER WITH STATIONARY CYCLER**
  APX. $3,800

- **KETTLE DRUM AND KUNDU DRUM**
  APX. $3,000

- **ACTIVITY PANEL ARRAY**
  APX. $6,600
ACTIVITY PANEL COMPONENTS

SPACE TRAVEL PANEL – SIDE A

SPACE TRAVEL PANEL – SIDE B

GEAR PANEL

NAVIGATOR REACH PANEL

MATCH-3 REACH PANEL
SURFACING COLOR

- 33% GOLD
- 33% ROYAL BLUE
- 34% BLACK
- SAME AS KINDERGARTEN SURFACE
# SURFACING MATERIALS

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<td>Surface America</td>
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<td></td>
<td></td>
<td>PlayBound Poured in Place</td>
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- **2-1/2” thick system with wear layer in 33% royal blue/ 33% gold/ 34% black speckled mix. Includes Aliphatic binder. Includes freight. (One color mix throughout/ no graphics or color breaks included.)**

2,064 Sq. Ft.  
Poured-in-Place  

**Notes:**

- 2-1/2” thick poured-in-place system meets 5’ critical fall height.
- Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/ 200 Gmax.
- This quote is for material and installation of the play surface only as described on the quote and does not include any ancillary work required such as sub base, security, drainage, removal of any existing surface, testing, etc. That would be done by others at no cost to Surface America.
- Surface America poured-in-place system is IPEMA certified.
- Standard wages included.
- Quote does not include security that is needed to protect the surfacing during curing time. Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during installation process, curing time, and after the installation is completed.
- With Certain EPDM rubber colors, Surface America recommends aliphatic (non-yellowing) binder be considered, however this is an additional charge. Adding aliphatic binder will carry a 10-year warranty.
- Surface America recommends the following colors be used as accent colors only: Teal, Yellow, Purple and Primary Red. If one of the listed colors is selected for more than 25% of the top surface, additional charges may need to be added.
- Price valid 30 days from day quote is provided.
# TODD HALL SCHOOL
LINCOLNWOOD, IL
REVISED
FREESTANDING PLAY COMPONENTS

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<td>153165A</td>
<td>Stationary Cycler Accessible</td>
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### 5-12 Year Olds Play Equipment

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<td>Navigator Reach Panel Ground Level</td>
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### Freestanding Activity Panels

### Equipment Subtotal $19,405

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### Shipping Cost $903

### Equipment Total $20,308
DATE: May 18, 2021

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

PREPARED BY: Courtney Whited, Business Manager/CSBO with Athi Toufexis, Principal, StudioGC architecture+interiors

Recommended for:
☐ Action
☒ Discussion
☒ Information

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

1. Rutledge Hall Additional Classrooms
DATE: May 18, 2021
TOPIC: HVAC Piping and Pump Analysis
PREPARED BY: Jim Caldwell and Courtney Whited

Recommended for:
- Action
- Discussion
- Information

Purpose/Background:
In order to make a recommendation for a course of work that will remedy the issues associated with Lincoln Hall’s HVAC system, StudioGC and IMEG need to conduct a more in-depth study.

Fiscal Impact:
$6,000

Recommendation:
It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to accept the proposal from StudioGC/IMEG in the amount of $6,000.
Architectural Services Proposal

DATE: April 19, 2021

TO: Courtney Whited
    Business Manager/CSBO
    Lincolnwood SD74
    6950 N. East Prairie Road
    Lincolnwood, IL 60712

FROM: Athi Toufexis, AIA, LEED-AP

RE: Lincoln Hall HVAC Pump Analysis

Scope of Architectural Services:
Following StudioGC and IMEG’s site visit to Lincoln Hall on April 13, 2021 and subsequent review of existing drawings, there are still some unknowns regarding the operation of the existing mechanical piping system. While the recommendations that United T&B has proposed to the District appear to make sense, the existing drawings do not provide enough detail for us to confirm exactly how the system operates and allow us to come to a confirmative recommendation on what should be modified.

If the District would like a strong recommendation on how to resolve the issues of pump cavitation, we recommend conducting a study of the system that would do the following:

- Track down each pipe loop to determine in general what it serves and if the control valves on that loop are two way valves or three way valves.
- Evaluate each pump loop for the flow required to determine if the existing pipe sizes are adequate and make recommendations for modifications.
- Evaluate the boiler piping to see if automatic isolation valves should be installed to discontinue mixing hot supply water with cold bypassed water through an unused boiler.
- Review the need to add trumpet valves to each of the pumps.
- Review the temperature setpoint recommendations for the various pump loops.
- Develop schematic sketches and a short narrative illustrating the recommendations based upon the above information.

Compensation
Compensation shall be on a lump sum fee of $6,000.

Reimbursable expenses will be invoiced at one and one-tenth (1.10) the cost billed to the Architect and shall be limited to plotting and printing costs.
Schedule
We can proceed with these assignments as soon as authorized to do so. If you wish to discuss the scope of services in more detail, we are available to do so at your convenience.

If acceptable, please sign and forward one fully executed original of this document to our office. Retain a copy for your contract file.

OWNER: ___________________________ ACCOUNT MANAGER: ___________________________
PRINT NAME: ______________________ PRINT NAME: Athi Toufexis
DATE: _____________________________ DATE: 4/19/2021

cc: Vicki Luczynski, StudioGC

O:\Corporate\Clients\Lincolnwood SD 74\Prop-HVAC Pump Analysis.doc
DATE: May 18, 2021
TOPIC: Dual BCM Replacement at Lincoln Hall
PREPARED BY: Jim Caldwell & Courtney Whited

Recommended for:
☒ Action
☒ Discussion
☒ Information

Purpose/Background:
As instructed by the Facilities Committee, the Administration asked Control Engineering Corporation for a price to completely eliminate Lincoln Hall’s two obsolete BCMs. Adding one ACM global controller and three Alerton communication ports will bring Lincoln Hall’s Building Automation System up to the latest in Alerton technology. The two BCMs will be stored as spares in case those at Todd Hall or Rutledge Hall need to be swapped out if there is a failure. District Legal Counsel has reviewed this proposal and inserted a contract certification that was signed by Control Engineering Corporation.

Fiscal Impact:
$17,000

Recommendation:
It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to approve the contract with Control Engineering Corporation for ACM and communication wiring work at Lincoln Hall in the amount of $17,000.
SCHOOL DISTRICT CONTRACT CERTIFICATION

The Contractor identified below agrees to provide goods and services to Lincolnwood School District No. 74 (the “District”) per the terms and conditions stated herein and in Exhibit A, which is incorporated herein. The Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois School Code (105 ILCS 5/10-20.21). The Contractor acknowledges that the District’s Board of Education may declare the agreement void if it finds this certification is false. As required by law, the Contractor certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the Contractor or its affiliate is a “retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act (35 ILCS 105/2). The Contractor further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). Contractor further agrees to comply with all other applicable state and federal laws and regulations, including but not limited to (as applicable) the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., including payment of not less than the prevailing rates as published on the Department of Labor’s official website to any laborers, workers and mechanics performing work under this Contract and submission of proper certified payrolls (as applicable). As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B and the representations therein are hereby incorporated into this Certification.

Contractor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

Contractor shall indemnify, defend, and hold harmless the Board of Education, its individual Board members, Board officers, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney’s fees and costs approximately resulting from services rendered by Contractor, regardless of whether or not said claims are in law or in equity, or before any administrative body, and regardless of whether or not said claims are for property damage, personal injury, or death. Contractor shall maintain general liability insurance or self-insurance with limits of at least $1,000,000 per occurrence and in the aggregate (including any umbrella insurance) and to name the District, its board members, and its agents and employees, as additional insureds, covering for injury or death to any person or persons, and property damage. This agreement shall be construed according to the laws of the State of Illinois and shall be subject to the jurisdiction of the Circuit Court of Cook County, Illinois. The Board of Education shall not waive any customary warranties nor waive any rights by making payment.

Contractor/Supplier Name: Control Engineering Corp.

By: 

Signature of Officer or Authorized Representative

Vice President

Title

Date: 5/10/21
Exhibit A

Lincolnwood School Dist. 74
Mr. James Caldwell
6950 N. East Prairie Rd.
Lincolnwood, IL 60712

Lincolnwood SD 74 – Lincoln Hall
ACM Upg & Improve Wiring Config.
Proposal

CEC Proposal #PWJ21015.2

4/20/2021

Control Engineering Corp. (CEC) is pleased to present this proposal to provide the equipment and technical expertise required to perform the following scope of work for the Lincolnwood School Dist. 74 – Lincoln Hall facility of Lincolnwood, IL:

Scope of Work – Upg all exist. obs. Alerton BCMs to new Alerton ACM & improved comm. wiring

- CEC will consult with the customer to strategize the most convenient times to perform the following physical system reviews/upgrades/repairs/replacements & will, during the duration of this work, assist in maintaining the normal operations of the facility in an effort to ensure that the work is as seamless as possible to the facility’s occupants.
- CEC will provide and install new data communication wiring between Rm. 205 & the current location of the main BAS control panel. This new comm. trunk will be used to split the existing comm. trunk into two separate trunks. The new comm. trunk wiring will pick up all of the existing devices in place that go beyond Rm 205 to the end of the line. The existing comm. trunk line wiring will remain in place & pick up all devices between the main control panel & Rm 205. Upon completion, both comm. trunks will occupy the proper quantity of control devices going forward. These locations were selected based on investigative troubleshooting recently performed under separate order/approval due to offline issues.
- CEC will remove all of the existing obsolete BCMs & their associated components of Lincoln Hall. No existing obsolete BCMs will remain going forward.
- CEC will provide, install, program, & commission an upgrade retrofit qty of one (1) new Alerton ACM global controller, a qty of three (3) comm. ports, & all associated ACM licensing required.
- CEC post completion will review all of the above system’s upgrades & modifications to insure & verify proper system operations.

Total Investment $ 17,000.00

Clarifications

- Price quoted includes the labor, equipment, and materials listed above. In the event it is determined that any other parts, materials, or additional labor is required due to a request for a change in scope, we will quote you a price and require a PO (purchase order) before proceeding.
- All work to be performed in accordance with local codes and the above stated scope of work.
- The project scope of work includes a one-year warranty on any and all parts and/or labor provided upon project completion and beneficial use of the project scope.
- All work to be completed during normal business hours.
- The above price is valid for 30 days.
Thank you for the opportunity to assist you with your requirements. Please do not hesitate to contact me should you have any questions, comments, concerns, or require any additional information whatsoever.

Sincerely,

Phillip Jackson
Account Executive

Accepted by:

Purchase Order #: Date
EXHIBIT B

[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]

The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (“Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department’s Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor’s obligation under the Illinois Human Rights Act and the Department’s Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department’s Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with Illinois Human Rights Act and the Department’s Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
DATE: May 18, 2021

TOPIC: Solar Panel Grants

PREPARED BY: David Russo

Recommended for:
- [x] Action
- [ ] Discussion
- [ ] Information

Purpose/Background:
The District was awarded a grant of up to $6,400 from the Illinois Clean Energy Community Foundation and up to $5,000 from the Cook County Solar School program toward the purchase and installation of a single 1kW photovoltaic solar panel system. The Administrative Team is seeking approval to accept the grants.

The Administrative Team has engaged members of the District’s Science, Technology, Engineering and Mathematics (STEM) Department to identify multiple points of intersection between the STEM curriculum and installation of a solar panel array. The panels are a learning tool with value at multiple grade levels. The system would be connected to the electrical grid and software allows students to track power production.

Per grant guidelines, the array must be installed facing south, with no shade, and visible to students. Students in the 7th Grade Magic of Electrons class were engaged with a project to identify possible locations for a hypothetical solar array at Lincoln Hall given the aforementioned parameters. Their ideas are presented in the packet.
District Legal Counsel reviewed the Terms and Conditions from the Illinois Clean Energy Community Foundation and found those to be satisfactory as presented. On the Interagency Agreement with the Cook County Solar School Program, Legal Counsel recommended the District consult with our insurance provider regarding the levels of insurance outlined in section 5.9 through 5.9.5. Of particular note, was section 5.9.4 which requires “crime insurance or equivalent”. The District’s insurance provider confirmed we carry an equivalent coverage. Counsel concurred with our insurance provider’s recommendation that the vendor selected for the project have the following coverages: Commercial General Liability, Commercial Automobile Liability, Umbrella or Excess Liability, and Workers Compensation. The District’s insurance provider also listed Professional Liability coverage; however, Counsel indicated this is typically used by architects and engineers, not labor.

**Fiscal Impact:**

The Administrative Team engaged a vendor familiar with these grant programs who has completed multiple installations of solar panels at schools. The vendor’s representative indicated the costs of purchase and installation should not exceed grant allocations. This was congruent with information provided by the liaison from the Illinois Clean Energy Community Foundation. If approval to accept the grants is given, the Administrative team will bring a formal quote to the Committee.

**Recommendation:**

It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to accept a grant of up to $6,400 from the Illinois Clean Energy Community Foundation and up to $5,000 from the Cook County Solar School program toward the purchase and installation of a single 1kW photovoltaic solar panel system.
Dear Dr. Russo:

The Illinois Clean Energy Community Foundation (“the Foundation”) is awarding a grant of up to $6,400 to the Lincolnwood School District 74 (“the Grantee”) for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement (“the Agreement”) between the Foundation and the Grantee. Please read it carefully. If the Grantee agrees to the terms and conditions in the Agreement, please return one complete and initialed counter-signed copy of the Agreement no later than one month from today. Failure to do so may result in the termination of your grant. Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period May 1, 2021 through April 30, 2022 (the “Grant Period”). The grant will be paid by the Foundation upon:

a) Receipt and approval of the Site Location Approval Form prior to installation;
b) receipt and acceptance of the Interim Report six months after the start of the grant period;
c) successful installation and operation of the photovoltaic system and activation of the online data feed; and
d) receipt and acceptance of the Project Completion Report.

According to Foundation guidelines, you are eligible to receive up to $6,400 or 90% of the total project cost, whichever is less. Work under the grant must be completed and the installation operational by the end of the grant period.
The Foundation reserves the right to suspend, modify, or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds, or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement;
3. the Grantee’s performance under the grant has not been satisfactory; and/or
4. the installation and/or data generated by the installation are not maintained or made publicly available.

The Foundation’s judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the installation of a single 1 kW photovoltaic (PV) system at Lincolnwood School District 74 (the “Project”) as described in the Project proposal submitted to the Foundation by the Grantee on January 29, 2021.

As integral components of the Project, the Grantee agrees to the following over the life of the equipment:

1. Implement online monitoring of real-time data on the PV system’s electricity generation via www.IllinoisSolarSchools.org and maintain the internet connection in working order.

2. Maintain the PV system and its components in working order. To this end the Grantee agrees to set aside at least $150.00 per year. Costs associated with equipment maintenance, repair, replacement, moving the PV system due to roof repairs, etc. are the responsibility of the Grantee.

3. Teach about solar energy in the classroom beginning with the 2021-2022 school year and educate the community about the benefits of solar energy. This should include an event such as a “Solarbration” to make community members aware of the presence and operation of the PV system.

The Grantee agrees to retire any environmental attributes, commonly also known as green tags or renewable energy credits, associated with the electricity generated by the PV system, so that the environmental benefits may only be reported by the Grantee.

The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation’s prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved
in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

Site Location Approval

The Grantee agrees that the PV system will be visible to students, unshaded by any building, tree or other landscaping features, and will stream data to the Illinois Solar and Wind Schools website, and that the entire system is used inside at least one classroom.

Prior to installation, the Grantee must obtain all required signatures for the Site Location Approval Form. The Grantee will then submit the form, along with photos of the final installation location, to the Foundation and obtain approval to proceed. Until the Site Location Approval Form is approved by the Foundation, the Grantee will not begin the installation process. Failure to submit the Site Location Approval Form to the Foundation or proceeding without approval of the installation site may result in the grant being terminated.

Interim Project Report

The Foundation requires the Grantee to submit an Interim Project Report 6 months after the start of the grant period. The report should provide a description of the project’s status and indicate if the project is expected to be completed within the grant period.

Project Completion Report

The Foundation requires the Grantee to ensure that equipment information and real-time generation data are available at www.IllinoisSolarSchools.org, and to submit a Project Completion Report on this grant no later than 2 months after the end of the Grant Period. The report should cover the entire Grant Period and contain:

(a) a detailed summary of the overall Project including installation experience, challenges, and successes using the Final Report Form;

(b) copies of energy related curriculum, lesson plans or materials demonstrating integration of the PV system into such curricula;
(c) evidence of Project completion, photos of the installation, and a copy of an **Interconnection Agreement** with Commonwealth Edison, Ameren Illinois Utilities, or other electricity provider;

(d) a summary of Project expenditures using the **Final Project Expenditures Form** showing the actual expenditures against the original approved Project budget and listing all grant, loan and/or other funds received by the Grantee for the Project. This summary must be supported by clearly labeled invoice(s), proof(s) of payment(s), other documents showing the source of additional funds; and

(e) copies of invoices and cancelled checks supporting Project expenditures.

**Publicity**

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

**Maintenance of Records and Evaluation**

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

**Confirmation of Tax-Exempt Status and Good Standing**

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee’s tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.
Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,

[Signature]
Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee, and that the Grantee will comply with those terms and conditions.

Grantee
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee

Title of Signer

Authorized Signature
(This must be an original signature of an authorized representative of the Grantee, such as a Principal, Superintendent, or Board of Education member)

Date Signed
INTERAGENCY AGREEMENT
BY AND BETWEEN THE COUNTY OF COOK
AND PUBLIC SCHOOL FOR THE
COOK COUNTY SOLAR SCHOOL PROGRAM

This Agreement (“Agreement”) is made by and between the COUNTY OF COOK (“County”), a body politic and corporate of the State of Illinois on behalf of the Department of Environment and Sustainability and LINCOLNWOOD SCHOOL DISTRICT 74 for LINCOLN HALL MIDDLE SCHOOL, an Illinois governmental agency established under the laws of the State, having its principal offices at 6950 N EAST PRARIE RD., LINCOLNWOOD, IL 60712. Each party to this Agreement is sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Cook County supports the use of electricity from renewable sources instead of fossil fuels as part of its overall goal of becoming carbon neutral by 2050; and

WHEREAS, the Cook County Policy Roadmap’s (“Roadmap”) Sustainable Communities goal is to support healthy, resilient communities that thrive economically, socially, and environmentally; and

WHEREAS, the Roadmap acknowledges the County must address past environmental injustices in underserved communities including the effects of climate change, uneven development, and persistent segregation; and

WHEREAS, the Roadmap sets forth the objective of ensuring environmental justice and a healthy environment for all people and places and advancing racial equity; and

WHEREAS, the Roadmap also sets forth the objective of reducing climate change and providing ways to mitigate it effects by prioritizing renewable energy development; and

WHEREAS, on November 21, 2019, the Cook County Board of Commissioners approved the 2020 Annual Appropriation which included Budget Amendment 13 (“Amendment”), as passed by the Finance Committee and the County Board, to use $120,000 in funds from the Solid Waste Special Purpose Fund to create a program that would provide up to two schools with solar paneled roofs; and

WHEREAS, the Amendment provides that the participating schools would build a science, technology, engineering and mathematics (“STEM”) program around the solar paneled roofs to encourage more children to join engineering, environmental sciences, and other STEM programs; and

WHEREAS, the Amendment provides that the solar panels will provide an educational component by allowing students to track the energy generated and saved as a result of the solar panels, while providing a cost savings for the participating schools; and

WHEREAS, the Illinois Clean Energy Community Foundation’s (“Foundation”) K-12 Solar Schools Program (“Program”) supports the installation of 1 kW photovoltaic (PV) systems throughout Illinois at institutions serving grades K-12; and

WHEREAS, the Foundation’s Program was launched in 2006 and has awarded over $5 million in grants to over 400 schools to support the installation of 1 kW photovoltaic (PV) systems; and

WHEREAS, the Foundation’s Program turns school buildings into hands-on science experiments, helping teachers to instruct students about STEM, science, math, technology, the environment, and
other important topics; and
WHEREAS, the County seeks to reach more students and schools; and
WHEREAS, the County desires to increase access for students in low-income communities which disproportionately lack access to STEM programs; and
WHEREAS, the County desires to support under-resourced schools which lack the resources to incorporate clean energy into their operations and curriculum; and
WHEREAS, the Elementary and Secondary Education Act of 1965 authorizes financial assistance through its Title 1 school-wide program to local educational institutions with a percentage of students from low-income families of at least 40%; and
WHEREAS, the County seeks to support schools applying for Foundation grants for the installation of solar photovoltaic panels by developing a Cook County K-12 School Solar Initiative (“County’s School Solar Initiative”) that expands the number of schools with a preference for the Elementary and Secondary Education Act Title-1 school-wide funded and Title-1 school-wide eligible schools (“Title 1 Schools”); and
WHEREAS, the Foundation’s Program funds approximately 90% of the PV system and installation costs at schools whose applications are accepted by the Foundation; and
WHEREAS, the County desires to create a School Solar Initiative that will fund the remaining portion of the PV system costs, ongoing operation and maintenance, and STEM curriculum development in the amount which the school sought in its application and which the County approved, though up to and not to exceed $5,000 per school; and
WHEREAS, the County’s School Solar Initiative also seeks to fund up to $5,000 to existing Foundation Program schools that received grants and that lack the resources to repair and maintain PV systems that are currently inoperable.
NOW, THEREFORE BE IT RESOLVED, by the Cook County Board of Commissioners, that the $120,000 appropriated to the Department of Environment and Sustainability for a County School Solar Initiative shall be used to provide funding to K-12 public schools with a portion of funds for a PV system; and
BE IT FURTHER RESOLVED that the Department of Environment and Sustainability shall:
(1) Establish, develop, maintain and promote the Cook County K-12 School Solar Initiative (“Initiative”); and
(2) Be authorized to award grants to provide additional funding under the County School Solar Initiative for: the school’s PV system match costs not covered by the Foundation’s Program; the establishment of an operating and maintenance fund as required by the Foundation; and the support of student STEM curriculum development and related student and community educational materials and events, with the total grant amount for any one school which the school sought in its application and approved by the County, though up to and not to exceed $5,000; and
(3) Be authorized to enter into grant agreements with public schools within Cook County that are awarded grants from the Foundation’s Program, with a preference for Title 1 schools, based on the order in which qualifying applications are received; and
(4) Thereafter, if sufficient funds remain, be authorized to enter into grant agreements with any public school within Cook County that is awarded a grant from the Foundation’s program, based on the order in which qualifying applications are received; and
(5) In addition, the Department may offer funding to public schools, with a preference for Title 1 schools, in Cook County already within the Foundation’s K-
12 Solar Schools Program towards the cost of repair of previously installed PV systems funded by the Foundation, in an which the school sought in its application and approved by the County, though up to and not to exceed $5,000 per school; and
(6) Report in writing annually no later than the last Cook County Board meeting in September to the Cook County Board of Commissioners regarding the grants awarded under the County School Solar Initiative.

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

II. AUTHORITY

The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder. This Agreement between the County and Public School shall not become effective unless authorized by the Cook County Board of Commissioners or their authorized designee and an authorized representative of Public School. This Agreement constitutes a legal, valid and binding agreement, enforceable against Public School and, once duly authorized and executed by the Cook County Board of Commissioners or their designee, against the County, in accordance with its terms.

III. TERM OF AGREEMENT AND TIMELINESS OF PERFORMANCE

3.1 This Agreement shall have a term of one (1). The Agreement shall commence May 15, 2021 and continue until May 14, 2022 or until this Agreement is terminated in accordance with its terms, whichever occurs first. Either party may terminate this Agreement at any time upon ninety (90) days written notice to the other party.

3.2 Public School must provide the services and reports within the term and within the time limits required under this Agreement, pursuant to the provisions of Section V. Further, Public School acknowledges that time is of the essence and that the failure of Public School to comply with the time limits described in Section V shall result in the Public School not being reimbursed for allowable expenses.

3.3 Neither Public School nor Public School’s agents, employees, service providers or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by either of the Parties, for damages, charges or other losses or expenses incurred by Public School by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

IV. SCOPE OF AGREEMENT

The County, through representatives of the Department of Environment and Sustainability, shall work to establish and support the School Solar Initiative and to enter into grant agreements with schools which receive grants under the Foundation’s program, with a preference for Title 1 schools. The County shall award grants to provide additional funding to public schools, with a
preference for Title 1 schools, in Cook County for the school’s PV system match costs not covered by the Foundation’s Program; the establishment of an operating and maintenance fund as required by the Foundation; and the support of student STEM curriculum development and related student and community educational materials and events, with the total grant amount for any one school not to exceed $5,000.

The grants funds shall be used as follows: up to $1,000 or 10% of the system cost not covered by Illinois Clean Energy Community Foundation (whichever amount is less), including supplies, installation, and labor; up to $1,500.00 for an operations and maintenance fund for the PV system to ensure its long-term operation for the school community; and up to $1,500.00 towards the costs of the Solarbration, training resources related to renewable energy, and/or signage for the installation.

Specific process objectives and associated performance measures include:

1. Utilize grants fund for LINCOLN HALL MIDDLE SCHOOL’s PV system match costs not covered by the Foundations Program.
2. Document the PV system installation.
3. Establish an operating and maintenance fund as required by the Foundation.
4. Support student STEM curriculum development and related student and community educational materials and events, including a Solarbration.
5. Provide a final report to the County regarding the community events and Solarbration.

V. DUTIES AND RESPONSIBILITIES OF PUBLIC SCHOOL

5.1 Program Design. Public School will work with County representatives to develop the Program as defined in Section IV.

5.2 Utilization of Service Providers. Public School may utilize its current service providers or solicit additional service providers to assist in the implementation of the Program.

5.3 Metrics and Reports. Public School shall provide a final report on the Performance Measures described in Section IV in a form provided by the Department of Environment and Sustainability.

5.4 Final Report and Accounting. Financial reports detailing all expenses charged to this grant shall be offered to the Department of Environment and Sustainability on MAY 14, 2022, Public School will issue a final report to the Department of Environment and Sustainability summarizing the metrics provided for in subsection 5.3 of this Section V. Forms provided by the Department of Environment and Sustainability shall be used for
these reports, and expense documentation standards shall be offered to Public School for financial reporting.

Public School shall also issue, upon request, any recommendations to the Department of Environment and Sustainability regarding the success of the Program and any recommended expansion of the Program. The report shall include all the quantitative information listed in subsection 5.3. of this Section V.

5.6 Standard of Performance. Public School and its subcontractors/service providers must perform all of its duties and responsibilities required of it under this Agreement with that degree of skill, care and diligence normally shown by Public School performing services of a scope and purpose and magnitude comparable with the nature of the duties to be provided under this Agreement. Public School must assure that all duties and responsibilities that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law.

5.7.3 Service Providers. Public School shall select and utilize qualified service providers to assist Public School in the successful completion of this Program. Should a service provider fail to provide services as required by Public School; Public School should undertake all necessary action to replace the selected service provider and assist any Program Participant assigned to such service provider.

5.8 Goal Setting. Public School shall work with the Department of Environment and Sustainability and the Foundation to develop any additional short-term metrics or goals for the Program to specific, if applicable.

5.9 Insurance. Public School must maintain at its own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

5.9.1 Workers Compensation and Employers Liability
Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

5.9.2 Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Public School must maintain limits of not less than $1,000,000 with the same terms herein.
5.9.3 Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with duties and responsibilities to be performed, Public School must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

5.9.4 Crime
Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks.

5.9.5 Additional Requirements Public School must make available upon request to Cook County through the Department of Environment and Sustainability original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The failure of the County to obtain certificates or other insurance evidence from Public School is not a waiver by the County of any requirements for Public School to obtain and maintain the specified coverages. Public School must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Public School of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the County retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Public School must provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Public School.

Public School hereby waives and agrees to require their insurers to waive their rights of subrogation against Public School, its employees, elected officials, agents or representatives.

The coverages and limits furnished by the Agency in no way limit Public School’s liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the County do not contribute with insurance provided by Public School under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
Public School must require all subcontractors/services providers that utilized by the Partnership for this Program to provide the insurance herein, or Public School may provide the coverage for subcontractors/service providers. Subcontractors/service providers are subject to the same insurance requirements of Public School unless otherwise specified in this Agreement.

Notwithstanding the requirements above, the Public School’s program of self-insurance shall be deemed acceptable and approved by the County.

5.10 Indemnification. Public School covenants and agrees to indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Agreement by Public School, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of Public School.

5.11 Examination of Records and Audits. Public School agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of Public School related to the Agreement, or to Public School compliance with any term, condition or provision thereof. Public School shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

In the event Public School receives payment under the Agreement, reimbursement for which is later disallowed by the County, Public School shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to Public School under any Agreement with the County.

VI. DUTIES AND RESPONSIBILITIES OF COOK COUNTY

6.1. Program Development. Cook County through the Department of Environment and Sustainability may work with Public School to establish or promote the Program.

6.2 Compensation. Cook County will provide $5,000.00 in funding for the Program.

6.2.1 Schedule of Payment. Cook County will pay Public School upon receipt of the final report and all invoices.

6.3 Reports. The Department of Environment and Sustainability shall oversee Public School responsibilities and ensure that the reports required
under Section V are provided in accordance with the Agreement.

VII. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

7.1 Events of Default Defined. The following constitute events of default:

7.1.1 Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Public School to the County.

7.1.2 Public School material failure to perform any of its obligations under this Agreement including the following:

7.1.2(a) Failure due to a reason or circumstances within Public School' reasonable control to perform the responsibilities and duties as provided in Section V with sufficient personnel or with sufficient material to ensure performance.

7.1.2(b) Discontinuance of the services as provided for in Section V for reasons within Public School’ reasonable control; and

7.1.2(c) Failure to comply with any other material term of this Agreement.

XIII. MISCELLANEOUS TERMS

8.1 Compliance with Laws. Public School shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by Public School employees, agents or subcontractors shall be the responsibility of Public School.

8.2 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

8.3 Force Majeure. Neither the County nor Public School shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such party’s reasonable control and which event is not caused by such party’s fault or negligence. Such events shall include, but not be limited to, acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

8.4 No Joint Venture. This Agreement shall in no event be
construed in such a way that either the County or Public School constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any Agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other Party in any manner, except as expressly provided herein.

8.5 No Third-Party Beneficiaries. This Agreement shall be binding upon Public School and the County to the benefit of Public School and the County. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor shall any act of the Parties be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.6 No Employment Benefits. Public School and its employees, agents and subcontractors are, for all purposes arising out of the Agreement shall not be considered employees of the County. It is expressly understood and agreed that neither Public School or Public School employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers’ compensation or occupational disease benefits or other compensation or leave arrangements.

8.7 No Personal Liability. The Parties agree that no member, official, employee or agent of either Party will be individually or personally liable to the other Party, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by such Party under this Agreement.

8.8 Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, in no event shall this Agreement be construed to have, waived any rights or defenses of governmental immunity that the County may have with respect to any matters arising out of this Agreement or performance hereunder.

8.9 Cooperation with Inspector General. Public School shall abide by all the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances).

8.10 Assignment. This Agreement, or any portion thereof, shall not be assigned by Public School, without the prior written consent of the County.

8.11 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
8.12 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

8.13 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

8.14 Survival. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended.

8.15 Amendments. This Agreement may not be altered, modified or amended except by written instrument signed by the Parties hereto.

8.16 Authority. Each of the Parties hereto represents and warrants to the other party that it has the authority to enter into this Agreement and perform its responsibilities and obligations hereunder and that it has taken all actions, official or otherwise, necessary to approve the execution of this Agreement and to implement the terms of this Agreement as applicable to such party.

8.17 Conflict of Interest. No member of the County Board, department or agency of the County or Public School nor any official or employee of the County or Public School shall have any financial or ownership interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the County or Public School shall be personally liable for the performance of the County or Public School pursuant to the terms and conditions of this Agreement.

IX. NOTICES

All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notices give as provided herein does not waive service of summons or process. Notices shall be served at the following addresses:
To the County:
Cook County Board President
Cook County Board of Commissioners
118 N. Clark Street, Room 537
Chicago, Illinois 60602
Attention: Deputy Chief of Staff to the President

With a copy to: Department of Environment and Sustainability
Cook County Department of Environment & Sustainability
Attention: Executive Director
69 West Washington Street, Suite 1900
Chicago, Illinois 60602

To Public School District:
Lincolnwood School District 74
Lincoln Hall Middle School
6950 N. East Prairie Rd., Lincolnwood, IL 60712

X. COUNTERPARTS

This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

[Signatures Appear on Next Page]
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Interagency Agreement on the dates hereafter set forth below.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Agreement:

____________________________________  Dated: ________________
Deborah Stone
Director
Cook County Department of Environment and Sustainability

Public School District: The undersigned, on behalf of the Public School District, School District, an Illinois public school district, hereby accepts the foregoing Agreement:

____________________________________  Dated: ________________
Public School District

Approved as to form:

____________________________________  Dated: ________________
Daniel Brennan
Assistant State’s Attorney
Cook County State’s Attorney’s Office
The location I have chosen should be used because it is south facing, meaning that it will get plenty of sunlight when the sun rises and sets each day. The location also provides high visibility for students and visitors, as the panels will rest right on top of the main entrance. This will
encourage plenty of talk amongst students and visitors with regard to S.T.E.M, solar energy and the magic of energy in general! The solar panels will be very visible to the cars on the street and will promote the use of solar panels for a healthier environment. It will also be very impressive to know that Lincoln Hall and the school district is going solar and helping the environment. There is no shade near the panels, which will allow for the absorption of maximum energy. The overhang has plenty of space, allowing for a variety of sizes. Each panel will likely be 65” x 36”, or roughly 5.5 feet in length and 3 feet in width. The area above the main entrance could easily accommodate 6 panels of this size, totaling about 18 feet in width. For the reasons outlined above, I hope you agree that this location is perfect for the new addition of solar panels.
You should choose this location because it's a convenient spot and isn't ruining the front perfect image. It's easy to see from both Lincoln Hall and Rutledge Hall so if people come to visit Rutledge Hall too, they can see it and the school can get grant money. Not only that but it would be a nice look to add to the second courtyard since it's about solar power. Sun also reaches that point at certain times of the day so it's easy to access sunlight. Overall I think my idea for the solar panel placement is a great option. Thank you
Solar Panel Proposal

Lincoln Hall would benefit greatly from having solar panels on the roof of the building, situated above at the stairs to the auditorium. The reason this placement would be beneficial is because there is no shade on the roof at that location. It is constantly getting full access to the sun during the day. It is one of the best places with a lot of sunlight, and it is visible to the students at Lincoln Hall and Rutledge Hall. It will also be visible to any parents or visitors who are in the front drive.

Another place that would be great for solar panels is where the front field is. The school can make two shelters with benches, so parents can watch games at those fields. The solar panels would be placed on top of the shelters, and it can get sunlight for energy. There is no shade where these benches would be placed because they would be placed far enough away from the trees and the field line. They would be visible to everyone. It’s a win-win because the parents can be dry during sporting events when it rains, and we still get energy from the sun.
This is my reasoning as to why our school should put solar panels on this specific area. My first reasoning is that the solar panels will be visible to the students. If we put the solar panels on the other rooftop areas, it will not be visible for a student. But perhaps you would put it in the field let’s say, but it would take up space. Putting the solar panels in the fields meets the four requirements though students would use the fields for outdoor activities. Next requirement is that there should be no shade, as you can see from the picture the sun is directly hitting the solar panels. There aren’t any trees etc to block the sunlight reaching the panels. Another requirement is that the solar panels should be 6 Panels of 65in x 39 in. From the picture I could estimate that all 6 panels would fit in this area. The last requirement is that it should be facing south, this area faces south and is convenient for the panels. In conclusion the solar panels area meets all four requirements and would be a very convenient place.
This location should be used for the solar panels because it provides a clear view of them for passing students and staff. As they enter the school in the morning, leave at the end of the day, or even pass by on the streets, they can see the solar panels up high, since it won’t blend in with the building. The school also faces south, so putting the solar panels in this location would obviously be filling that requirement. Additionally, where the solar panels are placed, there is less shade. In front of the school, there are no trees close enough to cast a shadow and by being on the roof, they are not covered by a shadow from the second level. Although the
drawing is not exactly to scale, the solar panels will fit the length of this space. If they possibly
don’t, we can put a metal bar in the back and stack one on top of the other. In conclusion, the
solar panels should be installed on the roof of the front entrance to Lincoln Hall.
STEM Solar Panel Proposal

Adding solar panels to Lincoln Hall Middle School is beneficial in many ways. However, there are still many factors to consider. One of the most important of them is the location and placement of the panels. There are many criteria and constraints to take into consideration. For example, the six solar panels, each 65 inches by 39 inches, must be facing south. This ensures that they will be in the sun as much as possible. The location in the front of the school, shown in the image below, is the most reasonable location to place the solar panels. They are facing the south, with nothing in front of them to block the shade. This location would make it visible to the students, as it is in the front of the building and directly above the “Lincoln Hall” sign. The panels would not only be visible to students, but also to cars that pass through the streets. Showing that our school is making an effort to reduce climate change can influence Lincolnwood citizens into making a change in their lives to combat global warming with their community.
Proposal for solar panels

I think that Lincoln Hall should get solar panels and that they should be installed at our school on the roof. Solar panels will be effective at the use of less electricity, I think solar panels would be a good idea on top of the roof because the roof is big and it can fit solar panels on top. The solar panels must follow the measurements of being 65in x 39in which will fit on the roof, if there has to be 6 of them then they can be spread out across the top of the school. There also must be no shade overtop of the solar panels so that sunlight can get to them, when they are on the roof sunlight can be facing directly at them. The solar panels would have to be facing south so they can be put in a direction where they are facing south. Although the solar panels would have to be visible to students, I think that you can kind of see them if they are on the roof, they wouldn’t be the most visible when being on the roof, though I think that they will be the most effective there. Based on these reasons, in my opinion Lincoln Hall should get solar panels and place them on the roof.
Proposal for solar panels

I think that Lincoln Hall should get solar panels and that they should be installed at our school on the roof. Solar panels will be effective at the use of less electricity, I think solar panels would be a good idea on top of the roof because the roof is big and it can fit solar panels on top. The solar panels must follow the measurements of being 65in x 39in which will fit on the roof, if there has to be 6 of them then they can be spread out across the top of the school. There also must be no shade overtop of the solar panels so that sunlight can get to them, when they are on the roof sunlight can be facing directly at them. The solar panels would have to be facing south so they can be put in a direction where they are facing south. Although the solar panels would have to be visible to students, I think that you can kind of see them if they are on the roof, they wouldn’t be the most visible when being on the roof, though I think that they will be the most effective there. Based on these reasons, in my opinion Lincoln Hall should get solar panels and place them on the roof.
The location by the front of the school is a good spot for the solar panels to be for multiple reasons. First there is enough space for the solar panels, and they can be easily put on the roof of the school. Also it can be easily put there on top of the roof, by propping it on top of the roof. Rather than having to get a stand to prop it up. In addition if the solar panels ever fall they’ll fall on a surface, and not a high drop. Second there usually won’t be any shade in the front of the school on sunny days. In other areas, the school building might shade the solar panels, but in the front of the school the solar panels won’t be shaded by another part of the building. Lastly it’s visible to all students. The front of the school is an area where many students might be, and will be able to see the solar panels. When being dropped off, during dismissal time, or just going outside the students can see the solar panels. In conclusion the front of the school is a good place for the solar panels to be, as there will be enough space, easily transferred there, less shade, and visible to students.
I propose that a location for a solar panel installation should be (pictured above with a drawing of the solar panels) in the main front entrance of the school, which is near the lobby. This area of the school is south facing, so it receives a lot of sunlight throughout the day, and doesn't have anything blocking its location that will keep it from getting a lot of light, which makes it a great spot to put solar panels. This area could benefit from solar panels because it is one of the most commonly used areas in the school, which means it will almost always have the lights on. By bringing in solar panels to this area, we will be reducing the amount of electricity that comes from keeping the lights on in that area. Also, students who have classes on the third floor of the building will be able to view and admire the solar panels in this spot. Therefore, this front entrance near the lobby is a good location for putting solar panels.
The picture I have shown above is the most ideal place to put the solar panels and here’s why. First of all, it’s easily seen by students as they walk by. People will get a good impression on Lincoln Hall and they’ll think that Lincoln Hall is an environmentally friendly school. Additionally, it’s facing south so it’ll get lots of sunlight and there’s enough room to fit 6 solar panels. Finally, it doesn’t obstruct the students view from outside a window. We don’t want to obstruct the view of students when they look out the window, so in this place, there are no windows.
DATE: May 18, 2021
TOPIC: Metropolitan Water Reclamation District’s Greening Cook County Schools Pilot Program
PREPARED BY: David Russo

Recommended for:
☐ Action
☐ Discussion
☒ Information

Purpose/Background:
The Metropolitan Water Reclamation District of Greater Chicago (MWRD) is seeking to pilot its Greening Cook County Schools program in Suburban Cook County. The program has been working in Chicago Public Schools over the past several years. MWRD is looking to partner with districts on projects such as permeable paver, permeable playground surface, artificial turf fields, rain gardens, and courtyard renovations. Projects would have the purpose of retaining water where it falls rather than running into the storm sewer system. The types of projects within the scope of this program appear similar to those that have been discussed for long-range campus planning. Currently, MWRD is considering the District for this pilot group.

Fiscal Impact:
N/A

Recommendation:
This summary is for informational purposes. The Administration requests direction from the Facilities Committee as to whether or not to continue a dialogue with MWRD about participation in this pilot program should MWRD identify the District as a potential partner.
DATE: May 18, 2021
TOPIC: District Facilities Updates
PREPARED BY: Courtney Whited

Recommended for:

Action
☒ Discussion
☒ Information

Purpose/Background:
To provide the Facilities Committee an update on ongoing Districtwide project(s)

1. The Administrative Team has selected Cross Rhodes to digitize the District’s blueprint archive and the work begins in May. Cross Rhodes was recommended by Studio GC. The project will be parsed out in segments by building/date and the expected finish date is September 1.
   
   Fiscal Impact: Cross Rhodes uses the following pricing structure for scanning pages. Pricing for additional services is listed in the estimate. Black and White scanning 24x36 - $0.36 per sheet, 30x42 - $0.54 per sheet, 36x48 - $0.72 per sheet Any other sheet size - $0.06 per square foot

2. The drinking fountain for the CCDC wing at Todd Hall was ordered from Banner Supply in late April.

3. The Todd Hall and Rutledge Hall door project start date is June 14. The substantial completion date is August 6, 2021.

4. The Rutledge Hall stairwell flooring project start date is June 14. The substantial completion date is July 30, 2021.

5. Children’s Care & Development Center (CCDC) has informed its families and staff that the program will be temporarily relocating to Lincoln Hall until construction projects at Todd Hall are completed. The Administration has worked with CCDC leadership to identify spaces at Lincoln Hall that will accommodate the program. The Illinois Department of Children and Family Services is requiring CCDC to complete an application for separate certification for the time at Lincoln Hall. Paperwork has been filed and there is a final walkthrough of spaces on June 14.

6. Lincolnwood Parks & Recreation submitted a facility rental request in order to use three rooms on the first floor of Lincoln Hall for the Summer Day Camp program. Their intent is to use the spaces during inclement weather from 8AM-4PM on Mondays-Fridays from June 8 to August 13.