



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
FACILITIES COMMITTEE MEETING AGENDA  
TUESDAY, JULY 20, 2021 AT **6:00 PM**

BOARD OF EDUCATION  
**Scott L. Anderson**, *President*  
**Kevin Daly**, *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*

*Agenda of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74,  
Cook County, Illinois, to be held in the Marvin Garlich Administration Building  
6950 N. East Prairie Road  
Lincolnwood, Illinois 60712,  
on Tuesday, July 20, 2021.*

IN-PERSON PARTICIPATION: It is expected that all members of the Facilities Committee, plus several administrators, will be physically present at the Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The July 20, 2021 Facilities Committee meeting will be broadcast through ZOOM video conferencing for Public Audience to Visitors. Members of the public are encouraged to utilize ZOOM video conferencing if possible. ZOOM Tech Check at 5:45 p.m.

Join the meeting via ZOOM app (video and audio): Meeting ID: # 893 7764 1055  
(Link: <https://sd74-org.zoom.us/j/89377641055>)

or

Join the meeting via phone (audio only): Step #1: Dial 1-312-626-6799; Step #2: Enter Meeting ID: # 893 7764 1055

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 - **JUNE 8, 2021**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

- a. INFORMATION/DISCUSSION/ACTION: StudioGC architecture+interiors Project(s) Update
- b. INFORMATION/DISCUSSION/ACTION: Rutledge Hall Window Film Location

- c. INFORMATION/DISCUSSION/ACTION: Todd Hall PreK Doors
  - d. INFORMATION/DISCUSSION/ACTION: Rutledge Hall Gate STEM Paint
  - e. INFORMATION/DISCUSSION: IMEG's Analysis of the HVAC Piping in Lincoln Hall
  - f. INFORMATION/DISCUSSION/ACTION: Lock Cores and Keys for Todd Hall
5. OLD BUSINESS
6. NEW BUSINESS
- a. INFORMATION/DISCUSSION/ACTION: Extension from Electric Supplier, IGS
7. INFORMATION/DISCUSSION: District Facilities Update
8. 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 AGENDA  
TUESDAY, JUNE 8, 2021 AT **6:00 PM**

BOARD OF EDUCATION  
**Scott L. Anderson**, *President*  
**Kevin Daly**, *Vice President*  
**John P. Vranas**, *Secretary*  
**Myra A. Foutris**  
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**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*

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*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, with ZOOM Video Conferencing available for public participation on Tuesday, June 8, 2021.*

1. CALL TO ORDER/ROLL CALL

Chairman Vranas called the Facilities Committee meeting to order at 6:02 p.m

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 (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 - **May 18, 2021**

A motion was made, seconded and passed to approve the May 18, 2021 Facilities Committee meeting minutes.

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

b. StudioGC architecture+interiors Project(s) Update

I. Todd Hall Grades 1-2 Playground Progress

Athi Toufexis, StudioGC, reviewed the plans for the Todd Hall Grades 1-2 Playground. The Committee discussed the addition of a rain garden and a paver option under the Buddy Bench.

A motion was made, seconded and passed that the Facilities Committee concur with the Administration's recommendation to the Board of Education to authorize the Administration to procure the playground equipment and surfacing not to exceed \$49,000, and authorize StudioGC to complete drawings and go out to bid for the rain garden and concrete site prep.

II. Rutledge Hall Library Reconfiguration

Athi Toufexis, StudioGC, presented the Rutledge Hall Library Reconfiguration. The rough estimate on this project is \$170,000 with co-op pricing. It will cost an additional \$17,000 to install lighting in the entire Library, not just the renovated area. Doors from Lincoln Hall storage will be used. The Committee would like the epoxy flooring to match the Lincoln Hall STEM Lab. The painting will be done by the Building & Grounds staff.

A motion was made, seconded and passed that the Facilities Committee concur with the Administration's recommendation to the Board of Education to authorize StudioGC to convert the Rutledge Hall Library into two classrooms in an amount not to exceed \$190,000.

III. Todd Hall Roofing

Jim Caldwell, Director of Buildings and Grounds, explained that section 15 of the Todd Hall roof was not scheduled to be replaced but has been leaking. This section is still under warranty and the vendor will fix the leak issue. The work is expected to take 4 weeks.

5. OLD BUSINESS

6. NEW BUSINESS

a. Custodial Equipment Purchase

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 purchase of cleaning equipment from GSF by means of a one-time payment in the amount of \$23,989.74.

b. Rutledge Hall Elevator Modernization

Jim Caldwell, Director of Buildings and Grounds, reviewed the Rutledge Hall Elevator Modernization. This elevator was installed in 1993. There is not a safety issue with the elevator. The Committee recommended going out to bid on this project.

7. District Facilities Update

Courtney Whited, Business Manager/CSBO described a map outlining the scope of work in the Village of Lincolnwood and notified First Student of how it might impact routes. The work should be completed by November 2021.

8. ADJOURNMENT

A motion was made, seconded and passed to adjourn the Facilities Committee meeting at 6:59 p.m.

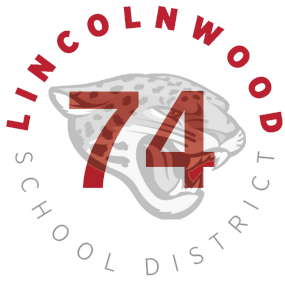
The next Facilities Committee meeting will be held Tuesday, July 20, 2021 at 6:00 p.m. The public is welcome.

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John P. Vranas, Chairman

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Elaina Geraghty, Member



## Facilities Committee Meeting

DATE: July 20, 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 Stairwell Flooring

Work began in June

Most of the landings are complete

Stair treads and risers are in progress

On pause due to wait for additional material for treads, risers and detectable warnings

July 30 scheduled finish may be affected

2. Todd Hall Roofing

All material is currently on site

Work began Tuesday, July 13

Projected to finish on-time August 10

### 3. Rutledge Hall Library Classrooms

Work began Monday, June 28

Demolition is complete

New walls- frames and drywall complete

All light fixtures are completely installed

Spaces finished by August 13 with possible exception of the operable partition and epoxy floor

- STEM epoxy floor and wall base options
- Paint color options

### 4. Todd Hall and Rutledge Hall Fire Alarm Updates

Work began in late 2020

New fire alarm systems and new panels are installed and operational

Demolition of previous system in progress

Scheduled to finish ahead of time by end of July

### 5. Todd Hall and Rutledge Hall Door Project

Work began June 14

Demolition is complete

New door openings almost completed

Ceiling framing in progress

Scheduled to finish August 6

- CCDC paint options

### 6. Todd Hall Grades 1-2 Playground

Equipment ordered from NuToys- Lincolnwood PTA completed payment

Poured-in-place rubber surface ordered from NuToys by District

Stuckey bid approved July 12, 2021 at Special Board of Education meeting, demolition of existing surfacing to begin soon

### 7. Rutledge Hall Grade 5 and Specials Furniture

July 27 delivery scheduled for most items

Delay on lecterns, 2 pneumatic desks, and staff lounge furniture

RELOCATED SHELVING.  
COORDINATE WITH  
OWNER AND ARCHITECT

IN SAME  
LOCATION AS  
EXISTING TO  
PROVIDE DIMMING

**LIBRARY**

163	
EX	EX
EX	

RELOCATED SHELVING.  
COORDINATE WITH  
OWNER AND ARCHITECT

OPERABLE G  
BASIS OF DES  
MODERNFOL

23' - 6"

135.00°

PROVIDE ALTERNATING  
KICKERS UP TO  
DECK/STRUCTURE BOTH  
SIDES OF DOOR FRAME

**GATE**

T-2	
PT1	EX
EX	

PROVIDE FILM (FL1) ON  
EXISTING BORROWED LITE.  
**BASIS OF DESIGN: SOLYX;**  
**PATTERN TO BE SELECTED**  
**BY ARCH.**

PROVIDE NEW  
DIMMING SWITCH

**OFFICE**

111.1	
PT1	EX
EX	

RELOCATED  
BORROWED  
LITES

111.1

T-2

A1

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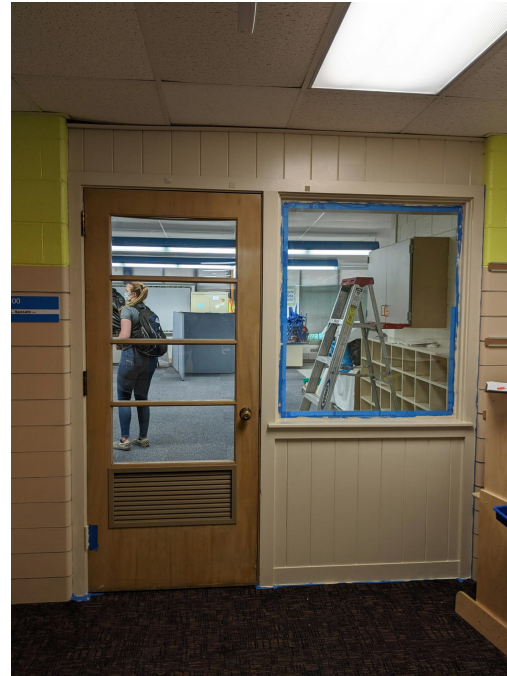
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6' - 0"

2' - 6"

6' - 0"

**EXISTING DOORS - 200-202**



**NEW DOORS - SINGLES (OTHER WINGS)**



**BLUE WALL**



**WHITE WALL**



**GREEN WALL**

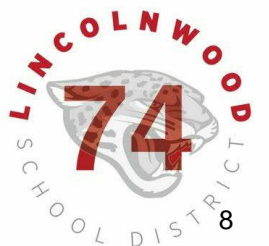


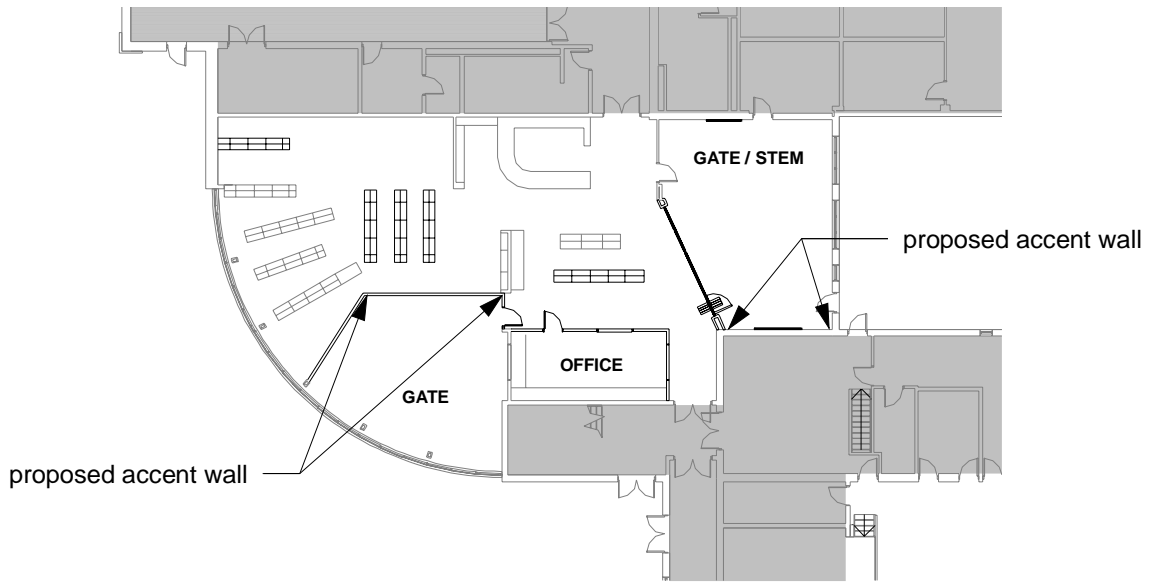
07.06.2021

**Pre-Kindergarten Doors  
LINCOLNWOOD SD74  
2021 DOOR REPLACEMENT**

20041 **03**

6950 E Prairie Road, Lincolnwood, IL 60712





OC-17 White Dove



2059-30 Laguna Blue



2029-40 Stem Green

*Rutledge standard colors*



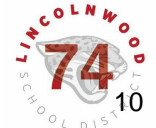
*typical classroom painting*

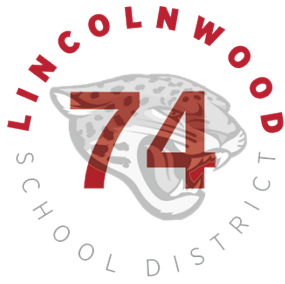


existing library for reference

7.8.21  
21038 **A2**

**PAINT COLORS - LIBRARY EXISTING**  
**LINCOLNWOOD SD74**  
**2021 STEM LAB AT RUTLEDGE HALL**  
 6850 East Prairie Road, Lincolnwood, IL 60712





## Executive Summary Facilities Committee Meeting

DATE: July 20, 2021

TOPIC: IMEG's Analysis of the HVAC Piping in Lincoln Hall

PREPARED BY: Courtney Whited

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

The District's engineering firm, IMEG, confirmed the findings of United Building and Energy Services. After mapping out the HVAC piping in Lincoln Hall and analyzing the system as a whole, the following recommendations were proposed:

- VFDs could be installed to serve pumps 3 and 4 to reduce pump energy during low load operation.  
The triple duty valves would need to be fully opened with the addition of the VFDs.
- Controls must be updated so that pumps 3 and 4 and pumps 7 and 8 run in lead lag operation because the piping serving each set of pumps will be sized for one pump operating at its full capacity GPM.  
The second pump was intended for redundancy.
- Piping serving pumps 3 and 4 must be increased from 3" to 5" to accommodate the pump capacity of 340 GPM.  
Contractor to size new CV 7 to provide a pressure drop at 440 GPM of 1 to 4 PSI.
- Piping for pumps 7 and 8 can remain 3" as this fits the 100 GPM capacity when one pump is set up for total flow.
- Install bridge gauges across the strainer and pump for pumps 3 and 4.
- Change the bypass line to pumps 3 and 4 from 3" to 5" and install a new bypass valve.
- The 3" pipe size downstream of pumps 3 and 4 is questionable for the 340 GPM capacity.

### Fiscal Impact:

Unknown

### Recommendation:

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



HVAC Piping Study  
for  
Lincolnwood Middle School  
Lincolnwood, Illinois

IMEG #21002994.00  
June 21, 2021

A. Introduction

1. On Wednesday, June 9th, 2021, Jeff Oke and Connor O'Brien from IMEG Corp. visited Lincolnwood Middle School to investigate the HVAC piping system. The heating water piping system consists of two sets of pumps. Pumps 3 and 4 each have a capacity of 340 GPM and serve the existing hot water system. Pumps 7 and 8 each have a capacity of 100 GPM and serve the new hot water system. Pumps 3 and 4 are running at constant volume with triple duty valves that are partially closed, and pumps 7 and 8 are run with VFDs. Pumps 7 and 8 currently run at 50% speed each. In operation, pumps 3 and 4 run in lead lag operation while pumps 7 and 8 run simultaneously. Pumps 3 and 4 and pumps 7 and 8 are fed by a 5" heating water main reduced to 3" at CV 7 to serve each set. This size does not suit the full flow GPM causing cavitation during operation. The heating water lines for pumps 3 and 4 were tracked out of the mechanical room to a cabinet heater where it was confirmed that they have 2-way control valves.

B. IMEG RECOMMENDATIONS

1. VFDs could be installed to serve pumps 3 and 4 to reduce pump energy during low load operation. The triple duty valves would need to be fully opened with the addition of the VFDs.
2. Controls must be updated so that pumps 3 and 4 and pumps 7 and 8 run in lead lag operation because the piping serving each set of pumps will be sized for one pump operating at its full capacity GPM. The second pump was intended for redundancy.
3. Piping serving pumps 3 and 4 must be increased from 3" to 5" to accommodate the pump capacity of 340 GPM. Contractor to size new CV 7 to provide a pressure drop at 440 GPM of 1 to 4 PSI.
4. Piping for pumps 7 and 8 can remain 3" as this fits the 100 GPM capacity when one pump is set up for total flow.
5. Install bridge gauges across the strainer and pump for pumps 3 and 4.

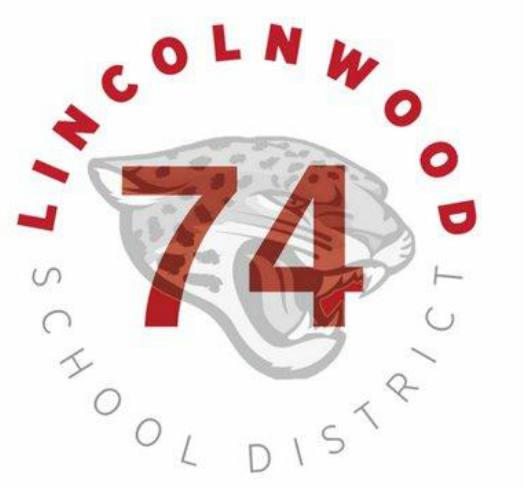
6. Change bypass line to pumps 3 and 4 from 3" to 5" and install a new bypass valve.
7. The 3" pipe size downstream of pumps 3 and 4 is questionable for the 340 GPM capacity. If problems persist after the proposed changes, further investigation of the pipes downstream of pumps 3 and 4 will need to be investigated.
8. Please refer to the attached sketch of the flow diagram for further clarification.

Prepared by: Connor O'Brien and Jeff Oke

CJB:JMO/tlk

\\files\Active\Projects\2021\21002994.00\ReportsNarratives\20210621\_rpt\_LincolnwoodMS\_PipingStudy.docx





1100 WARRENVILLE RD PH: 630.527.2320  
 SUITE 400W FAX: 630.527.2321  
 NAPERVILLE, IL www.imegcorp.com  
 60563

PROFESSIONAL SEAL

CONSULTANT

KEY PLAN

AGENCY APPROVAL

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 CONSTRUCTION**

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REFERENCE SCALE IN INCHES

REVISIONS

No. Date Revision/Issue

SHEET INFORMATION

Issue **CONCEPT STUDY**  
 Date **6/21/2021**  
 Job Number **21002994.00**  
 Drawn **CJO**  
 Checked **JMO**  
 Approved **JMO**

SHEET TITLE

**HOT AND CHILLED WATER SYSTEM SCHEMATIC DIAGRAM - DEMOLITION**

SCALE

Scale **1/2" = 1'-0"**

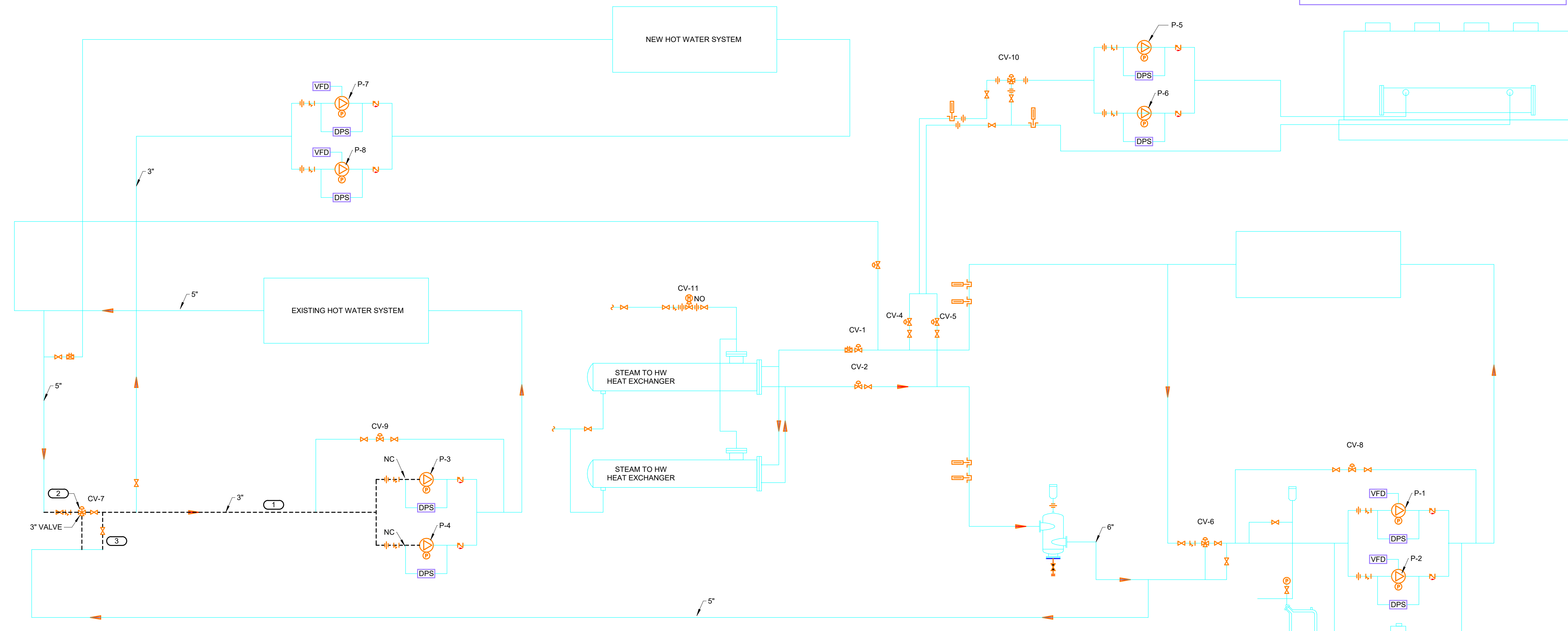
SHEET NUMBER

**MD100**

**HEATING WATER FLOW  
 DIAGRAM SYMBOL LIST**

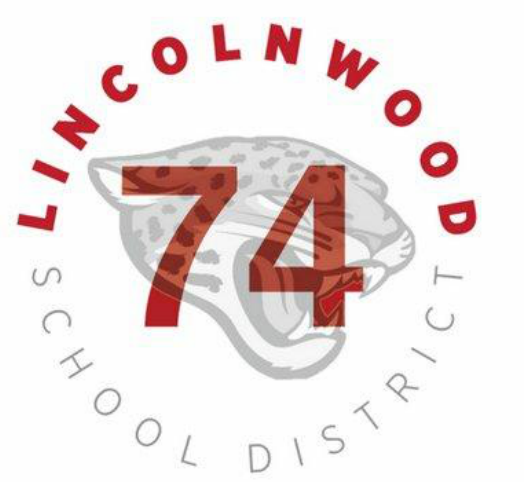
SYMBOL	DESCRIPTION
---	DEMO PIPING
→	DIRECTION OF FLOW IN PIPE
—	EXISTING PIPE
⊗	METER
NC	NEW CONNECTION
—	NEW PIPING
⊕	PRESSURE GAUGE (FURNISHED WITH BALL VALVE)
⊕	TEMPERATURE SENSOR WITH WELL
⊕	THERMOMETER WITH WELL (FILLED TYPE)
⊕	UNION/LANGE
⊕	SHUTOFF VALVE NORMALLY OPEN
⊕	SHUTOFF VALVE NORMALLY CLOSED
⊕	BALANCING VALVE
⊕	CONTROL VALVE (TWO-WAY)
⊕	CONTROL VALVE (THREE-WAY)
⊕	CHECK VALVE
⊕	"WYE" - STRAINER

- KEYNOTES:**
- DISCONNECT AND REMOVE EXISTING PIPING DOWNSTREAM OF CV 7 AND ALL ASSOCIATED VALVES
  - DISCONNECT AND REMOVE CV 7, CUT BACK INLET, OUTLET AND DISCHARGE PIPING AS REQUIRED. DISCONNECT AND REMOVE EXISTING SHUTOFF VALVES AND STRAINER AS REQUIRED.
  - DISCONNECT AND REMOVE EXISTING 3" BYPASS VALVE. CUT BACK PIPING AS REQUIRED AND PREPARE FOR NEW CONNECTION.



**1 HOT AND CHILLED WATER SYSTEM SCHEMATIC DIAGRAM - DEMOLITION**  
 NO SCALE

21002994.00 6/21/2021 11:49:36 AM Project Name



1100 WARRENVILLE RD PH: 630.527.2320  
 SUITE 400W FAX: 630.527.2321  
 NAPERVILLE, IL www.imegcorp.com  
 60563

PROFESSIONAL SEAL

CONSULTANT

KEY PLAN

AGENCY APPROVAL

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NOT FOR  
CONSTRUCTION**

DISCLAIMER  
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REFERENCE SCALE IN INCHES

REVISIONS

No.	Date	Revision/Issue

SHEET INFORMATION

Issue: **CONCEPT STUDY**  
 Date: **6/21/2021**  
 Job Number: **21002994.00**  
 Drawn: **CJO**  
 Checked: **JMO**  
 Approved: **JMO**

SHEET TITLE  
**HOT AND CHILLED WATER SYSTEM  
 SCHEMATIC DIAGRAM - NEW**

SCALE  
 Scale: **1/2" = 1'-0"**

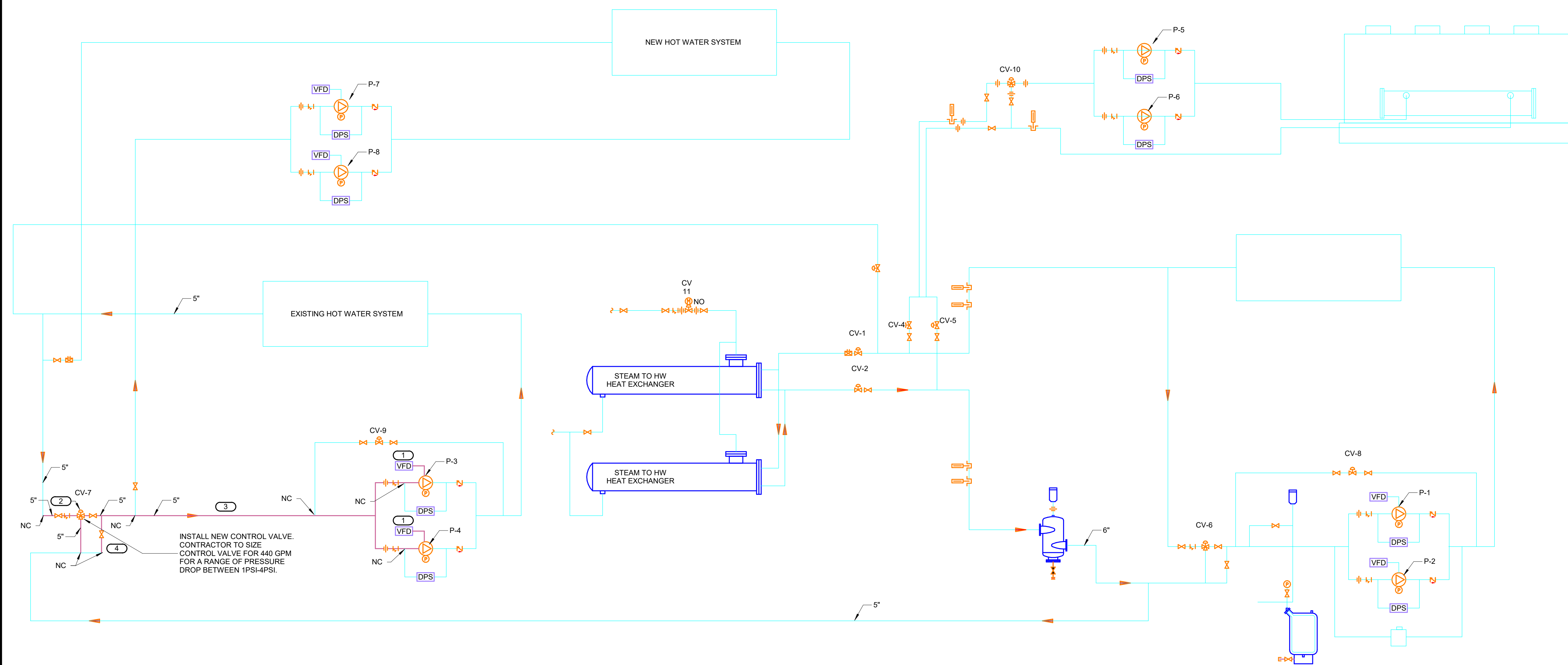
SHEET NUMBER

**M100**

**HEATING WATER FLOW  
 DIAGRAM SYMBOL LIST**

SYMBOL	DESCRIPTION
---	DEMO PIPING
→	DIRECTION OF FLOW IN PIPE
—	EXISTING PIPE
—	METER
NC	NEW CONNECTION
—	NEW PIPING
⊕	PRESSURE GAUGE (FURNISHED WITH BALL VALVE)
⊕	TEMPERATURE SENSOR WITH WELL
⊕	THERMOMETER WITH WELL (FILLED TYPE)
—	UNION/FLANGE
⊕	SHUTOFF VALVE NORMALLY OPEN
⊕	SHUTOFF VALVE NORMALLY CLOSED
⊕	BALANCING VALVE
⊕	CONTROL VALVE (TWO-WAY)
⊕	CONTROL VALVE (THREE-WAY)
⊕	CHECK VALVE
⊕	"WYE" - STRAINER

- KEYNOTES: ( # )**
1. INSTALL VFDs FOR PUMPS 3 & 4. REPLACE PUMP MOTOR WITH MOTOR RATED FOR USE WITH A VFD.
  2. INSTALL NEW CONTROL VALVE SIZED BY CONTRACTOR.
  3. INSTALL NEW 5" HEATING WATER LINE DOWNSTREAM OF CV 7 AS REQUIRED TO SERVE PUMPS 3 & 4. REPLACE EXISTING SHUTOFF VALVES AND STRAINERS AS REQUIRED.
  4. CHANGE BYPASS FROM 3" TO 5" PIPING AND INSTALL NEW BYPASS VALVE.



**1 HOT AND CHILLED WATER SYSTEM SCHEMATIC DIAGRAM - NEW**  
 NO SCALE

21002994.00 6/21/2021 11:49:36 AM Project Name



## Executive Summary Facilities Committee Meeting

DATE: July 20, 2021

TOPIC: Lock Cores and Keys for Todd Hall

PREPARED BY: Jim Caldwell

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Door construction at Todd Hall included the replacement of 131 existing interior door lock cores. This portion of the project, subcontracted out to Illini Hardware for \$3,275, was removed by a Change Order so that the District could use Anderson Lock for the purpose of consistency. Anderson Lock proposes to install one hundred thirty-one Schlage large format e-keyway cores keyed to the existing codes on file for Todd Hall. Anderson will furnish two keys per change, as well as two control cylinder removal keys.

### **Fiscal Impact:**

\$ 11,314.72

### **Recommendation:**

It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to approve this quote from Anderson Lock for lock and key services in the amount of \$11,314.72 to be completed before August 20, 2021.



# ANDERSON LOCK

MAIN OFFICE: 850 E. Oakton • Des Plaines, IL 60018  
847-824-2800 • Fax 847-296-9259

*Celebrating 60 Years!*  
DOORS • FRAMES • DOOR HARDWARE • KEY SYSTEMS • ACCESS CONTROL  
Locksmith Agency #0192-00017

DOOR DIVISION: 1590 Touhy • Elk Grove, IL 60007  
847-885-3667 [DOOR] • Fax 847-593-2104  
Remit to: PO Box 2294, Des Plaines, IL 60017

## SERVICE QUOTE 357024

Date: 06/18/2021 Printed On: 07/06/2021 10:35AM Page: 1 of 1	Printed By: robb Status: REPRINT
--------------------------------------------------------------------	-------------------------------------

<b>Bill To:</b> LISD74
LINCOLNWOOD SCHOOL DISTRICT 74 6950 N EAST PRAIRIE RD LINCOLNWOOD IL 60712-2520

<b>Location:</b> LISD74TO
TODD HALL 3925 W LUNT AVE LINCOLNWOOD IL 60712-2548

Contact	Contact Phone	Customer PO	Scheduled	NTE
JIM CALDWELL	(224) 636-3370		06/29/2021	0.00
Sales/Tech	Call Type	Job #	Terms	
06/06-4	ESTI		NET 20 DAYS	

QUOTED PREVAILING WAGE TAX EXEMPT JOB # 06

WE PROPOSE TO FURNISH & INSTALL ONE HUNDRED THIRTY ONE (131) SCHLAGE LARGE FORMAT E KEYWAY CORES KEYED TO THE EXISTING CODES FOR TODD HALL, WE WILL FURNISH TWO (2) KEYS PER CHANGE, WE WILL FURNISH TWO (2) CONTROL, CYLINDER REMOVAL, KEYS.

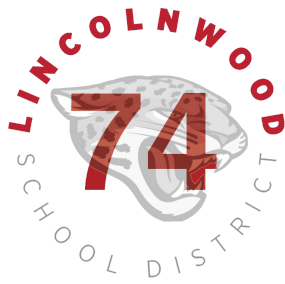
\* NOTE: THE CODES BEING UTILIZED ARE ALREADY EXISTING THRU-OUT THE BUILDING, THE STAMPING OF THE KEYS WILL BE NEW.

ROB BATEY, ESTIMATOR \*\* 847.375.4292 \*\* rob@andersonlock.com \*\*

Qty	Item	Description	Sale	Extended
131	23030E26	23-030E IC CORE FULL SIZE SATIN CHROME E KEYWAY		
131	CCNL	MASTER KEY SCHLAGE LARGE FORMAT CORES		
131	2K	KUSTOM CUT KEYS - KSC9		
2	35056E	35-056E I.C. CONTROL KEY BLANKS		
1	GROUND	INCOMING SPECIAL GROUND FREIGHT CHARGE		

Customer Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_

<b>Subtotal:</b>	11,314.72
<b>Tax:</b>	0.00
<b>Total:</b>	11,314.72



## Executive Summary Facilities Committee Meeting

DATE: July 20, 2021

TOPIC: Extension from Electric Supplier, IGS

PREPARED BY: Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District is concluding its first year with electricity supplier, IGS. This switch away from Engie, produced a 7.7% savings, even though the District used 12.7% more kilowatt hours this past year. IGS is now offering a 30-month extension with 12 months remaining on the original agreement. Therefore, if accepted, the agreement would last until February 2024 instead of July 2022. Currently, the District pays \$0.0582/kWh and the 30-month offer is based on fluctuating market rates, which was \$0.0563 at the time this summary was written. The District's legal counsel reviewed this IGS agreement and found it acceptable. IGS created the new document by working off directly from the prior agreement, which includes all of the final revisions SD74 requested. Contracts for utilities, like electricity, do not need to be competitively bid. Districts frequently go through a proposal process, just like SD74 did in 2020, and then renew via updated proposals with their current vendor for as long as the relationship and pricing continue in good standing.

### **Fiscal Impact:**

If rates hold steady, a rate change from \$0.0582/kWh during AUG 2020 - JUL 2022  
to \$0.0563/kWh during SEP 2021 - FEB 2024

### **Recommendation:**

Since electric rates fluctuate, it is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to approve the 30-month extension proposed by IGS so long as the pricing rate maintains a level at or below the current 0.0582/kWh at the time of the August 5, 2021 Board of Education meeting.



# Lincolnwood School District 74

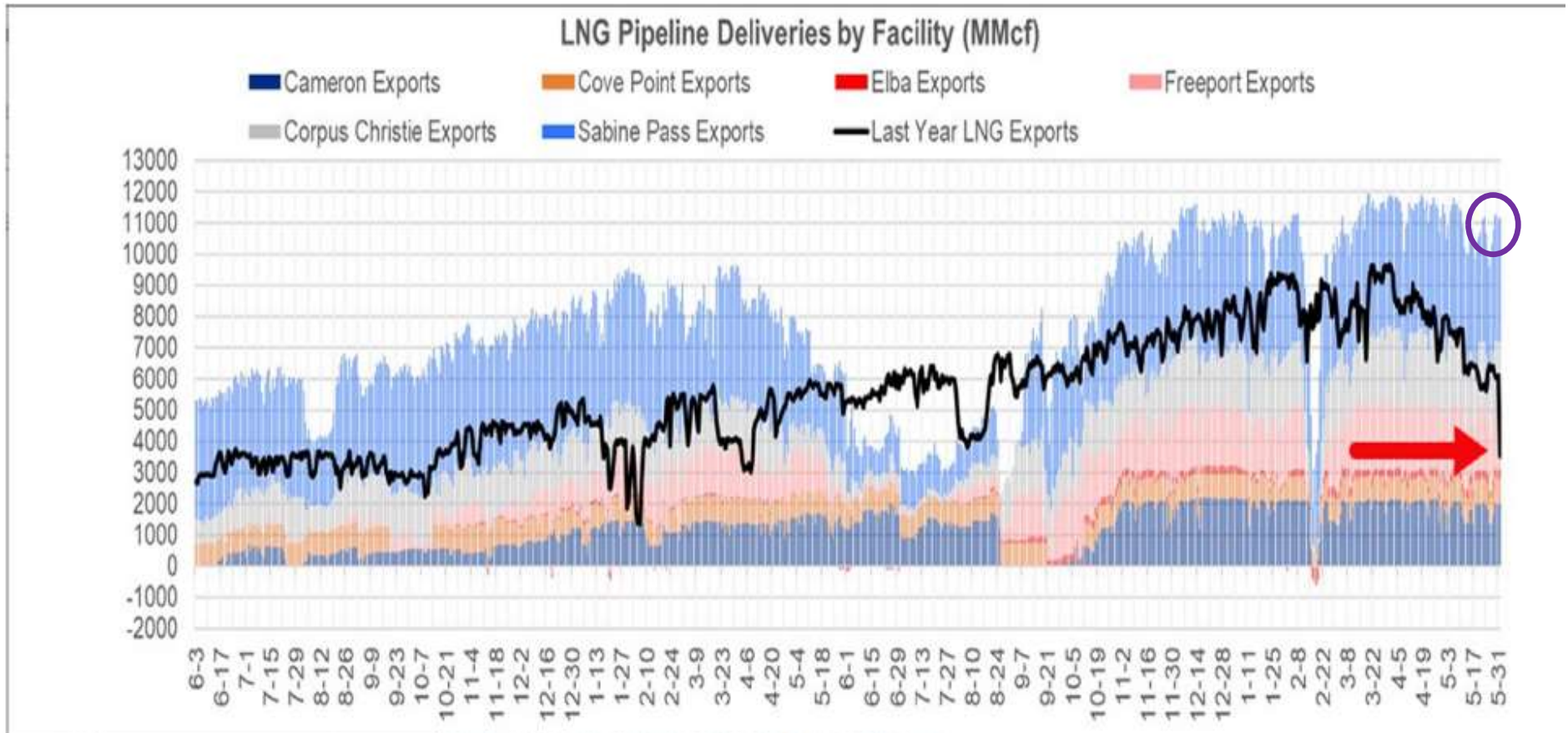
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June 21<sup>st</sup>, 2021

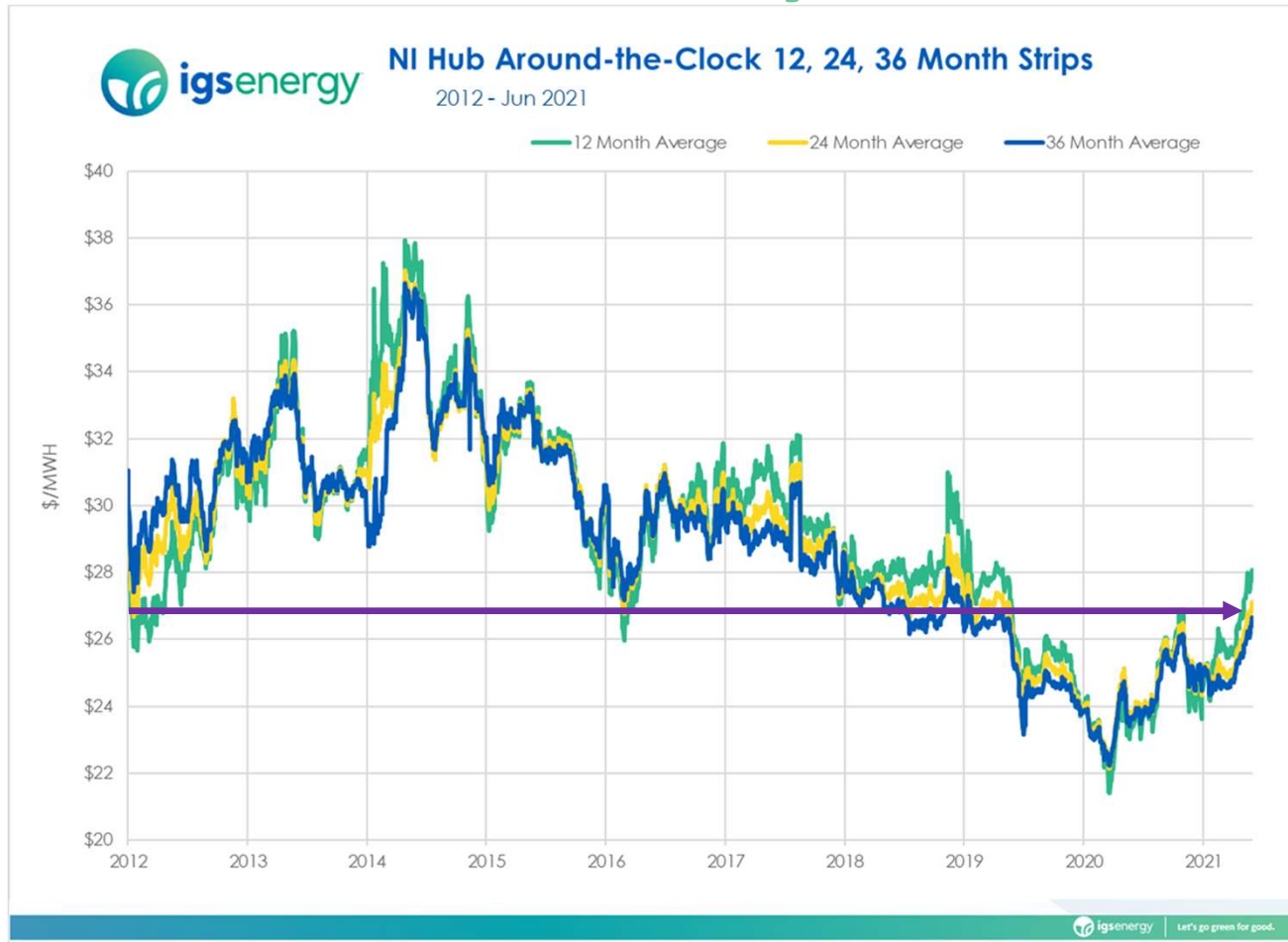
Courtney  
Whited

John  
Coulter

# LNG Exports 2021 vs 2020



# NI Hub Wholesale Electricity Prices



# Electricity Blend & Extend

Term in Months	Start	End	kWh Volume	\$/kWh Price
30	Sep-21	Feb-24	4,945,287	\$0.0563

Term in Months	Past Price in \$/kWh	Current Offer in \$/kWh	Price Differential	Expected Term Volume (kWh)	Approximate Term Savings
30	0.0582	0.0563	0.0019	4,945,287	\$9,396.04

Brief refresher on blend & extend:

- Capitalize on an immediate cost reduction by unwinding your hedge and purchasing cheaper electricity
- Currently, you're hedged at \$0.0582/kWh through July 2022, we can lower your costs to \$0.0563/kWh starting with your September 2021 invoice
- This would provide an approximate \$9,400 cost reduction for the District

*Pricing as of 7/13/21 and is subject to change with market movement until an agreement is executed.*

## District 74 Electricity Costs IGS/Com Ed Savings Compared to Engie

FY20 Invoice	Engie	IGS + ComEd	IGS	ComEd	FY21 Invoice	Engie kWh	IGS kWh
Aug 2019	\$19,890	\$16,023	\$11,448	\$4,575	Aug 2020	206,680	195,905
Sep 2019	\$18,825	\$18,732	\$11,448	\$7,284	Sep 2020	179,930	195,905
Oct 2019	\$20,069	\$17,125	\$10,943	\$6,182	Oct 2020	191,522	187,123
Nov 2019	\$17,243	\$15,492	\$10,199	\$5,293	Nov 2020	159,383	174,346
Dec 2019	\$17,340	\$15,469	\$10,199	\$5,270	Dec 2020	164,923	174,346
Jan 2020	\$17,953	\$15,316	\$10,248	\$5,067	Jan 2021	162,460	175,190
Feb 2020	\$16,671	\$15,619	\$10,532	\$5,088	Feb 2021	156,661	180,087
Mar 2020	\$16,966	\$15,157	\$9,960	\$5,197	Mar 2021	158,761	170,316
Apr 2020	\$14,713	\$14,214	\$9,225	\$4,989	Apr 2021	120,928	157,689
May 2020	\$13,587	\$14,408	\$9,370	\$5,038	May 2021	110,904	160,177
Jun 2020	\$15,047	\$17,272	\$10,611	\$6,661	June 2021	120,196	180,913
Jul 2020	\$19,376	N/A	N/A	N/A	Jul 2021	N/A	N/A
w/o July	\$188,305	\$174,826				1,732,348	1,951,996
	Engie	IGS + ComEd				Engie kWh	IGS kWh
	IGS was \$13,479 less					219,648 more kWh from IGS	

### Cost Summary:

*The July 2021 IGS/ComEd invoices are not yet on file. According to the available 11 months of data, SD74 used 12.7% more kWh from IGS but paid 7.7% less than it paid Engie during the prior, comparable 11 months.*

**Electricity Purchase Contract**

Large Commercial V3.3-CAP ADJ-IL(m)

FOR OFFICE USE ONLY: JoC-xi

**Seller:** Interstate Gas Supply, Inc.

Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

Fax: 614-659-5126

Phone: 877-923-4447

**Buyer:** Lincolnwood School District No. 74

**Contact Name** Courtney Whited

**Confirmation Email** cwhited@sd74.org

**Phone** (847) 675-8234

**Fax**

Street Address

City

State

Zip

**Mailing** 6950 N East Prairie Rd

Lincolnwood

IL

60712

**Billing** Same as Mailing

**Facility** 6950 N East Prairie Rd

Lincolnwood

IL

60712

**Account Number/s** 0261517006

or  see the attached **Exhibit A** (the "Accounts")

This Contract is subject to the attached Electricity Supply Master Terms and Conditions, which are incorporated in their entirety herein.

**Electric Distribution Company ("EDC"):**

Commonwealth Edison ("ComED")

**Purchase Price:**

**Subject to the Price Adjustment Provisions and Regulatory language in the attached Electricity Supply Master Terms and Conditions, Buyer's Price:**

Fixed Price: Price will remain \$0.0582 per kilowatt hour (kWh), regardless of Buyer's usage. The price will not include applicable taxes or EDC service and delivery charges, which will be billed by the EDC.

**Initial Term:**

The Initial Term of this Contract will begin with the **August 2020** EDC billing cycle, and it will continue through the **July 2022** EDC billing cycle.

**Renewal:**

This Contract will terminate upon the expiration of the Initial Term unless renewed by agreement of the Parties. There shall be no automatic renewal.

**Early Termination Damages:**

For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Purchase Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the EDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.


**Contract Volumes in kWh**

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	162,084	164,152	162,395	162,747	171,724	183,315	218,878	184,429	187,365	162,533	149,937	152,327

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract, including the attached Terms and Conditions and any Exhibit A, on behalf of the parties identified next to their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer:

  
 Name: DocuSigned by:

Board President 5/8/2020  
 Title Date

Accepted by Seller:

Evan Bollie  
 Name: Evan Bollie

Director, C&I Sales  
 Title Date

### Electricity Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of electricity between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. **Eligibility.** This Contract is exclusively for mercantile customers that consume more than 700,000 kWh per year or are part of a national account involving multiple facilities in one or more states. Buyer is designated as a mercantile customer.
2. **Electricity Supply.** Seller will supply and deliver to Buyer the full electricity requirements for all Accounts under this Contract and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with the Buyer's retail transmission organization/independent system operator ("RTO/ISO") and Buyer's EDC in order to (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of electricity supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the EDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting electricity supply due to the EDC's enrollment requirements and will not hold Seller responsible for any such delays.
3. **Price Adjustment Provisions.** Except as otherwise set forth on Page 1 of this Contract and where applicable: (a) Seller will adjust Buyer's price for any changes, positive or negative, to Buyer's NITS rate as assessed by Buyer's EDC and/or RTO/ISO; (b) Seller may pass through to Buyer any non-NITS transmission charge resulting from changes to Buyer's transmission rate as assessed by Buyer's EDC and/or RTO/ISO; (c) for any capacity planning year for which the Base Residual Auction rate has not been established as of the execution date of Contract, Seller will pass through to Buyer any change in capacity cost, positive or negative, resulting from changes to Buyer's capacity rate as assessed by Buyer's EDC or RTO/ISO; (d) Seller will not pass through to Buyer any transmission charge resulting from changes to Buyer's network service peak load tag [including network integration transmission service ("NITS")]; and (e) Seller will not pass through to Buyer any capacity charge resulting from changes to Buyer's capacity tag. For the avoidance of doubt, none of the foregoing price adjustments will be deemed New Charges under the Regulatory section herein.
4. **Energy Efficiency/Onsite Generation.** If there is a material decrease in Buyer's usage due to energy efficiency improvements and/or onsite generation which result in losses to Seller, Seller may pass through to Buyer such losses. For the avoidance of doubt, none of the above described losses will be deemed New Charges under the Regulatory section herein.
5. **Intentionally Deleted.**
6. **Billing & Payment.** The EDC will issue consolidated monthly invoices which will contain Seller's electricity charges, plus applicable taxes and all of the EDC's distribution and other applicable charges. Buyer will pay to the EDC the entire amount of each electric bill under the EDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the EDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the EDC's charges, as well as Seller's charges, plus all applicable taxes. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The EDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the EDC.
7. **Credit.** If Buyer (a) becomes a debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller, then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.
8. **Damages.** Seller may hedge its obligations under this Contract by purchasing electricity and related transportation, as well as electricity futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, or (c) the EDC terminates any or all Accounts under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay Seller damages calculated as set forth in the Early Termination Damages section on Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the EDC's bill. If Buyer transfers service to the EDC, Buyer may be charged a price other than the EDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered electricity as metered by the EDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all electricity Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this Contract, not including reasonable attorneys' fees or other litigation expenses.
9. **Cross Default.** If Buyer is a party to one or more natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.
10. **Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of electricity or for losses arising from the EDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.
11. **Warranty.** Seller warrants that all electricity delivered to the EDC for its distribution to Buyer will meet the EDC's quality standards and that title to such electricity is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for a particular purpose.
12. **Regulatory.** The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and EDC jurisdiction. During the Initial Term, your price will remain the same; provided, however, that Seller may pass through to Buyer's price any new or additional charges, or changes in the calculation of charges imposed on suppliers or their customers through a change in governing law or commission, RTO/ISO, or EDC proceeding (collectively, "New Charges"), but only to the extent that those New Charges, alone or when added together over the course of the Initial Term of this contract, exceed \$0.001 per kWh of Seller's non-commodity cost. New Charges may cause your price to vary during the Initial Term. Seller will deliver to Buyer written notice at least 30 days before passing through any New Charges. If a change in governing law, regulation, or rule physically prevents or legally prohibits Seller from performing under this Contract, then either party may terminate this Contract without penalty.
13. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion and will confirm all expiration/termination dates of any existing contract terms, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.
14. **Assignment.** This Contract or any accounts hereunder may be assigned by Buyer only upon the written assumption of the assignee and with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.
15. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach operate as a waiver of any other breach or of the same breach on future occasions.
16. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Illinois, without regard to Illinois's principles of conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in the Circuit Court of Cook County, Illinois, and Seller hereby submits to the jurisdiction of that court. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.
17. **Severability.** If any provision of this Contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this Contract) to the minimum extent necessary so as to render it enforceable.
18. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Electricity Purchase Contract**

**Large Commercial V3.3-CAP ADJ-IL(m)**

FOR OFFICE USE ONLY: JoC-xi

**Seller:** Interstate Gas Supply, Inc.

Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

Fax: 614-659-5126

Phone: 877-923-4447

**Buyer:** Lincolnwood School District No. 74

**Contact Name** Courtney Whited

**Confirmation Email** cwhited@sd74.org

**Phone** (847) 675-8234

**Fax**

Street Address

City

State

Zip

**Mailing** 6950 N East Prairie Rd

Lincolnwood

IL

60712

**Billing** Same as Mailing

**Facility** 6950 N East Prairie Rd

Lincolnwood

IL

60712

**Account Number/s** 0261517006

or  see the attached **Exhibit A** (the "Accounts")

This Contract is subject to the attached Electricity Supply Master Terms and Conditions, which are incorporated in their entirety herein.

**Electric Distribution Company ("EDC"):**

Commonwealth Edison ("ComED")

**Purchase Price:**

**Subject to the Price Adjustment Provisions and Regulatory language in the attached Electricity Supply Master Terms and Conditions, Buyer's Price:**

Fixed Price: Price will remain \$0.0563 per kilowatt hour (kWh), regardless of Buyer's usage. The price will not include applicable taxes or EDC service and delivery charges, which will be billed by the EDC.

**Initial Term:**

The Initial Term of this Contract will begin with the **September 2021** EDC billing cycle, and it will continue through the **February 2024** EDC billing cycle.

**Renewal:**

This Contract will terminate upon the expiration of the Initial Term unless renewed by agreement of the Parties. There shall be no automatic renewal.

**Early Termination Damages:**

For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Purchase Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the EDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.

**Contract Volumes in kWh**

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	162,084	164,152	162,395	162,747	171,724	183,315	218,878	184,429	187,365	162,533	149,937	152,327

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract, including the attached Terms and Conditions and any Exhibit A, on behalf of the parties identified next to their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

**Accepted by Buyer:**

**Name:** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Accepted by Seller:**

**Name:** Evan Bollie

Director, C&I Sales

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

## Electricity Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of electricity between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. **Eligibility.** This Contract is exclusively for mercantile customers that consume more than 700,000 kWh per year or are part of a national account involving multiple facilities in one or more states. Buyer is designated as a mercantile customer.
2. **Electricity Supply.** Seller will supply and deliver to Buyer the full electricity requirements for all Accounts under this Contract and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with the Buyer's retail transmission organization/independent system operator ("RTO/ISO") and Buyer's EDC in order to (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of electricity supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the EDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting electricity supply due to the EDC's enrollment requirements and will not hold Seller responsible for any such delays.
3. **Price Adjustment Provisions.** Except as otherwise set forth on Page 1 of this Contract and where applicable: (a) Seller will adjust Buyer's price for any changes, positive or negative, to Buyer's NITS rate as assessed by Buyer's EDC and/or RTO/ISO; (b) Seller may pass through to Buyer any non-NITS transmission charge resulting from changes to Buyer's transmission rate as assessed by Buyer's EDC and/or RTO/ISO, any transmission charge resulting from changes to Buyer's network service peak load tag [including network integration transmission service ("NITS")] as assessed by Buyer's EDC and/or RTO/ISO; (c) for any capacity planning year for which the Base Residual Auction rate has not been established as of the execution date of Contract, Seller will pass through to Buyer any change in capacity cost, positive or negative, resulting from changes to Buyer's capacity rate as assessed by Buyer's EDC or RTO/ISO; and (d) Seller may pass through to Buyer any change in capacity tag as assessed by Buyer's EDC and/or RTO/ISO. For the avoidance of doubt, none of the foregoing price adjustments will be deemed New Charges under the Regulatory section herein.
4. **Energy Efficiency/Onsite Generation.** If there is a material decrease in Buyer's usage due to energy efficiency improvements and/or onsite generation which result in losses to Seller, Seller may pass through to Buyer such losses. For the avoidance of doubt, none of the above described losses will be deemed New Charges under the Regulatory section herein.
5. **Intentionally Deleted.**
6. **Billing & Payment.** The EDC will issue consolidated monthly invoices which will contain Seller's electricity charges, plus applicable taxes and all of the EDC's distribution and other applicable charges. Buyer will pay to the EDC the entire amount of each electric bill under the EDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the EDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the EDC's charges, as well as Seller's charges, plus all applicable taxes. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The EDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the EDC.
7. **Credit.** If Buyer (a) becomes a debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller, then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.
8. **Damages.** Seller may hedge its obligations under this Contract by purchasing electricity and related transportation, as well as electricity futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, or (c) the EDC terminates any or all Accounts under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay Seller damages calculated as set forth in the Early Termination Damages section on Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the EDC's bill. If Buyer transfers service to the EDC, Buyer may be charged a price other than the EDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered electricity as metered by the EDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all electricity Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this Contract, not including reasonable attorneys' fees or other litigation expenses.
9. **Cross Default.** If Buyer is a party to one or more natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.
10. **Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of electricity or for losses arising from the EDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.
11. **Warranty.** Seller warrants that all electricity delivered to the EDC for its distribution to Buyer will meet the EDC's quality standards and that title to such electricity is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for a particular purpose.
12. **Regulatory.** The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and EDC jurisdiction. During the Initial Term, your price will remain the same; provided, however, that Seller may pass through to Buyer's price any new or additional charges, or changes in the calculation of charges imposed on suppliers or their customers through a change in governing law or commission, RTO/ISO, or EDC proceeding (collectively, "New Charges"), but only to the extent that those New Charges, alone or when added together over the course of the Initial Term of this contract, exceed \$0.001 per kWh of Seller's non-commodity cost. New Charges may cause your price to vary during the Initial Term. Seller will deliver to Buyer written notice at least 30 days before passing through any New Charges. If a change in governing law, regulation, or rule physically prevents or legally prohibits Seller from performing under this Contract, then either party may terminate this Contract without penalty.
13. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion and will confirm all expiration/termination dates of any existing contract terms, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.
14. **Assignment.** This Contract or any accounts hereunder may be assigned by Buyer only upon the written assumption of the assignee and with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.
15. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach operate as a waiver of any other breach or of the same breach on future occasions.
16. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Illinois, without regard to Illinois's principles of conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in the Circuit Court of Cook County, Illinois, and Seller hereby submits to the jurisdiction of that court. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.
17. **Severability.** If any provision of this Contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this Contract) to the minimum extent necessary so as to render it enforceable.
18. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.



## Facilities Committee Meeting

DATE: July 20, 2021

TOPIC: District Facilities Update

PREPARED BY: Courtney Whited

**Recommended for:**

Action

Discussion

Information

**Purpose/Background:**

To provide the Facilities Committee an update on ongoing District-wide events:

1. The Village of Lincolnwood sent a memo to the District on July 1, 2021 outlining plans for construction related to Street Storage- Stage 2. Please see the attached memo for full details.



## CONSTRUCTION NOTICE STREET STORAGE STAGE 2

July 1, 2021

To: Residents of Lincolnwood

From: Dan Schroeder, PE c: (224) 315-0185 e: dschroeder@cbbel.com  
*Resident Engineer* (Christopher B. Burke Engineering, Ltd.)

The Village of Lincolnwood has contracted with MQ Construction Co. to construct the Second Stage of the Street Storage Improvement Project. The project consists of installing drainage berms and sewer pipe restrictors to provide sewer service backup relief to residents. Additional improvements include storm sewer installation, drainage structure maintenance, curb and gutter replacement, sidewalk replacement, pavement patching, and sodding.

The Contractor anticipates starting work in mid-July. All pavement, concrete, and landscaping work required to build the berms is scheduled to be completed by **November 5, 2021**. All restrictors, frame replacements, and punch list items must be completed by **April 15, 2022**.

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

Construction will be occurring at various locations, sometimes simultaneously. If proposed work is scheduled to be completed near your home, we will work to keep you notified throughout construction. The progression of completed and proposed work will be posted weekly to the Village website - [www.lincolnwoodil.org](http://www.lincolnwoodil.org). A location map of the project limits has been provided as reference.

Some residents may have restricted driveway access for a brief amount of time due to concrete curb and/or driveway installation. During concrete installation, access will be restricted for approximately 10 days to allow for construction and proper curing of the concrete. Access will be restored at the end of each working day for all other construction activity besides concrete installation.

Sprinkler systems may be impacted during construction. If you have a sprinkler system, please notify the Resident Engineer. To avoid excessive damage, please have your sprinkler system marked with white paint and/or white flags.

### Questions or Concerns

The Village of Lincolnwood is aware of the disruption and inconvenience that will be caused and appreciates your patience and cooperation during this construction project. If you have any questions or concerns, please feel free to contact **Dan Schroeder at (224) 315-0185 or dschroeder@cbbel.com**

For updates check the Village website [www.lincolnwoodil.org](http://www.lincolnwoodil.org).

