



Village of Winnetka

Village Council Regular Meeting

May 6, 2025 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. May 13, 2025 Study Session
 - b. May 20, 2025 Regular Meeting
- 4. Public Comment**
- 5. Reports**
- 6. Establishment of Consent Agenda**
- 7. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. April 8, 2025 Study Session
 - b. Approval of Warrant List Dated April 11, 2025 - May 1, 2025
 - c. Resolution No. R-41-2025: Approving a Contract with Power Line Supply Company for the Purchase of 600 Volt Underground Cable (Adoption)
 - d. Resolution No. R-43-2025: Waiving Bidding and Approving a Purchase of Software Licenses from Liftoff LLC (Adoption)
- 8. Village Clerk's Report: Election Results**
- 9. Recess for Swearing In**
- 10. Village Clerk to Administer Oath of Office to President-Elect Robert Dearborn, Trustee Kirk Albinson, Trustee Bridget Orsic, and Trustee-Elect Scott Myers**
- 11. Call the New Council to Order and Roll Call**
- 12. Ordinances and Resolutions**
 - a. Resolution No. R-44-2025: President Rintz Commendation (Adoption)
- 13. New Business**
- 14. Appointments**
 - a. Appointment of 2025/2026 Council Organizational Assignments

NOTICE

Village Council meetings are video recorded. All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

- b. Appointment of Board of Fire & Police Commissioner - George H. Walper, Jr.
- c. Appointment of Peter Eck as Chairperson of the Environmental & Forestry Commission

15. Closed Session

16. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
April 8, 2025**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, April 8, 2025 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Courtney Willits, Deputy Village Clerk Berina Gradjan, Community Development Director Scott Mangum, Assistant Community Development Director Ann Klaassen, and approximately 13 persons in the audience.

2) Public Comment

- a) Ted Wynnychenko addresses concerns related to the Village's transparency.

3) Discussion.

a) Indian Hill Parking Lot Redevelopment Concept

Village Manager Rob Bahan introduces the Village's new Community Development Director, Scott Mangum.

President Rintz advises members of the public that the proposed development plan by Dial Realty Development is only a redevelopment concept plan and will be considered as an idea as a possible use for the site.

The Indian Hill Train Station parking lot is owned partially by the Union Pacific Railroad and partially by the Village of Winnetka. Dial Realty Development proposed a development for a senior housing project on the parking lot of Indian Hill Train Station tentatively consisting of a mix of independent senior living units, assisted living units, memory care units as well as enclosed subterranean public parking to replace the current surface public parking spaces.

Steven Held, Vice President of Dial Realty, provides information regarding correspondence with Union Pacific for the redevelopment of the site.

Chris Palkowitsch, Practice Leader, Partner of BKV Group, provides Council information regarding zoning, site impacts and barriers, project scope and design, parking access and availability, floor plans, building elevations, aesthetics and architectural design.

Council discusses matters related to building mass, pedestrian and vehicle traffic safety, parking concerns related to New Trier High School, coworking relationships between Union Pacific and Dial Realty Development, sale of Village land, and senior housing demand.

Additionally, Council provides the developer feedback regarding minimizing building mass, utilization of public space, and vehicle access.

Public Comment

John Phillips addresses concerns regarding intersection safety, vehicle access, and building mass.

Nancy Ritter expresses concern regarding children's safety.

Mike Ritter expresses concern regarding building scale and mass.

Tina Philipini addresses Council regarding intersection and pedestrian safety.

Gert Naydin expresses concern regarding children's safety and traffic. Additionally, Mr. Naydin encourages Council to consider further options.

Scott Myers encourages Council to potentially re-engage with the developer after careful consideration of options for the space that would best serve the community.

Jeffrey Liss addresses Council regarding the scope and design of the proposed development.

Council further discusses considering various development options.

- 4) Adjournment. Trustee Dalman, seconded by Trustee Orsic moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:37 pm.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated April 11, 2025 - May 1, 2025

PRESENTER: Robert M. Bahan

AGENDA DATE: May 6, 2025

CONSENT: No

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated April 11, 2025 - May 1, 2025.

RECOMMENDATION:

Consider Approving the Warrant List Dated April 11, 2025 - May 1, 2025.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-41-2025: Approving a Contract with Power Line Supply Company for the Purchase of 600 Volt Underground Cable (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: May 6, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2025 Electric Fund Budget contains \$203,332 for the purchase of cable.

EXECUTIVE SUMMARY:

The Water & Electric Department issued Request For Bid No. 25-009 for the purchase of 1900 feet of 3-1/c 1/0 AWG cable, 1000 feet of 3-1/c 4/0 AWG cable and 950 feet of 3-1/c 500 kcmil, 600 volts, copper underground cable. Staff received bids from the following vendors: Power Line Supply Company, Wesco Distribution Inc. (Wesco), Okonite, Anixter, All Industrial Electric, MVA and Archie Supply.

The lowest qualified bid for all three items of the bid was submitted by Power Line Supply Company. Power Line Supply quoted cable manufactured by Service Wire Company which is acceptable to the Water & Electric Department. The manufacturing lead time for the required quantities of 600 volt cable is two weeks upon receipt of an order. Exhibit A contains a bid tabulation along with additional detail on the unit pricing, order quantity, and shipping length tolerance.

Resolution No. R-41-2025, prepared by the Village Attorney, authorizes the Village Manager to purchase 600 volts underground cable in an amount not to exceed \$84,851.03 under a contract with Power Line Supply Company. The 2025 Electric Fund Budget contains \$203,332 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$32,051.24.

RECOMMENDATION:

Consider adoption of Resolution No. R-41-2025, approving a contract with Power Line Supply Company for the purchase of 600 volts underground cable in an amount not to exceed \$84,851.03.

ATTACHMENTS:

1. Resolution No. R-41-2025: Approving a Contract with Power Line Supply Company for the Purchase of 600 Volt Underground Cable

RESOLUTION NO. R-41-2025

**A RESOLUTION APPROVING A CONTRACT WITH
POWER LINE SUPPLY COMPANY
FOR THE PURCHASE OF 600 VOLT UNDERGROUND CABLE**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("***Village***") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village issued Bid No. 025-009 ("***Request for Bids***") for the purchase of 1900 feet of 3-1/c 1/0 AWG cable, 1000 feet of 3-1/c 4/0 AWG cable and 950 feet of 3-1/c 500 kcmil, 600 volts, copper underground cable ("***Cable***") by the Village's Water & Electric Department; and

WHEREAS, the Village received six bids ("***Bids***") to provide the Cable; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Power Line Supply Company ("***Vendor***") is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Vendor for the Village to purchase Cable from Vendor in an amount not to exceed \$84,851.03 ("***Contract***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with Vendor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Vendor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

May 6, 2025

R-41-2025

ADOPTED this 6th day of May, 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

EXHIBIT A

Bid Tabulation: RFB #WE 025-009							
600 Volt Cable	Okonite (Okonite)	Anixter (Prysmian)	Powerline Supply (Service)	All Industrial Elect.	MVA (MVA)	Archie Supply (Nassau)	Wesco (Service Wire)
3-1/c 1/0	\$16.20	\$13.31	\$10.33	\$16.45	\$11.35	\$14.19	\$10.64
3-1/c 4/0	\$28.02	\$24.14	\$20.59	\$41.15	\$22.30	\$26.02	\$21.19
3-1/c 500 kcmil	\$71.69	\$50.79	\$42.73	\$23.55	\$52.65	\$64.14	\$43.95
Freight:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Leadtime	14-16 weeks	8-10 weeks	2 weeks	4 -5 weeks	15-20 weeks	4 weeks	2 weeks

Bid Tabulation: RFB #WE 025-009

600 Volt Cable	Quantity Required (ft.)	Unit Price (\$/ft.) Per Bid	Shipping Length Tolerance	Extended Price
4-1/c kcmil copper	1900	\$10.33	\$981.35	\$20,608.35
3-1/c 4/0	1000	\$20.59	\$1,029.50	\$21,619.50
3-1/c 500 kcmil	950	\$42.73	\$2,029.68	\$42,623.18

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT/BID FOR 600 Volt Underground Cable

Full Name of Bidder:

Power Line Supply

("Bidder")

Principal Office Address:

420 Roth Street

Reed City, MI 49677

Local Office Address:

209B Industrial Park Drive

Williamsburg, IA 52361

Contact Name: Shanda Gabriel Telephone: 319-270-1956

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NA (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

EXHIBIT A

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
		See pricing form in Attachment A.		

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

B. Basis for Determining Prices. It is expressly understood and agreed that:

EXHIBIT A

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will **not** be utilized. All manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment. It is expressly understood and agreed that all payments will be made in accordance with the following schedule:

Upon delivery and acceptance of item by the Owner.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 2 weeks ARO, 20 .

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. **No** metals' escalation or de-escalation will be utilized. All manufacturing costs shall be fixed at the bid price.

EXHIBIT A

6. Bidder's Representations and Warranties.

To induce Owner to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, then Bidder will be bound by each and every term, condition, or provision contained in this Contract/Bid and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Bid are cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

EXHIBIT A

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession, or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 26th date of March 2025

EXHIBIT A

Bidder's Status: ()X Corporation () Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: Power Line Supply

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Shanda Gabriel

Title/Position: Associate Account Manager

Bidder's Business Address: 209B Industrial Park Drive

Williamsburg, IA 52361

Bidder's Business Telephone: (319) 270-1956 Facsimile: (319) 668-2499

If a Corporation or Partnership, list all Officers or Partners:

EXHIBIT A

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	3-1/c 1/0	19	1,900 ft.	2,000 ft.	Triplexed
2.	3-1/c 4/0	19	1,000 ft.	2,000 ft.	Triplexed
3.	3-1/c 500 kcmil	37	950 ft.	1,000 ft.	Triplexed

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.

3. Cable shall be supplied in the following configurations as ordered:

Larger than #2 A.W.G., 3 – 1/c cables, triplexed.

Larger than #2 A.W.G., 4 – 1/c cables, quadruplexed.

4. Cable shall be identified on the covering in contrasting color by manufacturer's name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.

5. All cable ends will be capped to prevent water entry.

6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.

7. Reel coverings as shown below. Cable not shipped as shown will be rejected.

A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).

B. Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.

8. Tolerances of cable lengths: $\pm 5\%$.

9. Cutting lengths shall be specified as needed.

10. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.

11. All manufacturing costs shall be fixed at the bid unit price. **No** metals escalation / de-escalation will be applicable. Vendor's quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.

12. Items may be individually awarded separately.

13. Deliveries: Required 48 hours advance notification @ (847) 716-3551.

Receiving hours: Monday to Friday, 7:30am to 2:30pm.

Village of Winnetka Yards

1390 Willow Road, Winnetka, IL 60093

14. Approved cable manufacturers:

BICC (General), Okonite, Service Wire Co., Southwire, and Prysmian.

EXHIBIT A

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY

MANUFACTURER (600V CABLE): Service Wire Co

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)
1.	3-1/c 1/0	19	Triplexed	\$10.33/FT	2 weeks ARO
2.	3-1/c 4/0	19	Triplexed	\$20.59/FT	2 weeks ARO
3.	3-1/c 500 kcmil	37	Triplexed	\$42.73/FT	2 weeks ARO

 Cable will be export packaged X Standard packaging, F.O.B. Winnetka
****DELIVERED VIA LTL****

NOTE: ITEMS MAY BE AWARDED SEPARATELY. IF THERE IS AN ADDITIONAL DISCOUNT/LOWER UNIT PRICE FOR BIDDER TO BE AWARDED BOTH ITEMS, PLEASE MAKE REFERENCE ON QUOTE.

EXHIBIT A

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 2024.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-43-2025: Waiving Bidding and Approving a Purchase of Software Licenses from LiffOff LLC (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: May 6, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In 2020, the Village implemented Microsoft Office 365, a subscription service that provides users with Microsoft productivity applications including Outlook (email), Word, Excel, PowerPoint, Teams and more. These applications are hosted in the Microsoft cloud, providing upgraded user functionality and enhanced cyber-security.

EXECUTIVE SUMMARY:

The Village has secured a quote from LiftOff to provide user licenses for Office 365 for a 12-month lease, including Advanced Threat Protection (enhanced cyber-security) in the amount of \$55,563.60. The Village budgeted \$59,534 in the Information Technology budget, account 630.85.01- 557, for Office 365 software licenses and renewals. Prescient Solutions, the Village's contracted IT consultant, has recommended continuing to use LiftOff to provide these licenses. LiftOff focuses specifically on Microsoft licensing for Office 365. Competitive bidding on this item is unnecessary because Microsoft dictates the pricing of these licenses regardless of vendor chosen. Resolution No. R-43-2025 authorizes the Village President and Village Clerk to waive formal bidding and execute an agreement between the Village and LiftOff, for a 12-month lease of Office 365 licenses for an amount not to exceed \$55,563.60.

RECOMMENDATION:

Consider adoption of Resolution No. R-43-2025, which approves waiving of formal bidding and executes an agreement with LiftOff to provide Office 365 for a 12-month lease for an amount not to exceed \$55,563.60.

ATTACHMENTS:

1. Resolution No. R-43-2025: Waiving Bidding and Approving a Purchase of Software Licenses from LiffOff LLC

RESOLUTION NO. R-43-2025

**A RESOLUTION WAIVING BIDDING AND APPROVING
A PURCHASE OF SOFTWARE LICENSES FROM LIFTOFF LLC**

WHEREAS, the Village of Winnetka ("***Village***") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village currently operates Microsoft Office 365 and other ancillary software pursuant to software licenses that will be expiring; and

WHEREAS, the Village has determined that in order continue to efficiently operate, the Village needs to purchase Microsoft 365 and ancillary software licenses (collectively, "***Software Licenses***") for the next twelve months; and

WHEREAS, there is little deviation on the cost for Software Licenses from various vendors because the price for the Software Licenses is largely determined by Microsoft; and

WHEREAS, the Village received a proposal from Liftoff Software ("***Contractor***") of Crofton, Maryland to provide the Software Licenses for an amount not to exceed \$55,563.60; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and in accordance with Section IV.3.D of the Village's Purchasing Manual, the bidding requirements may be waived for contracts for supplies and services available from a single source, and which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Village desires to enter into a purchase order with Contractor to provide the Software Licenses ("***Purchase Order***") in an amount not to exceed \$55,563.60; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Purchase Order with Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing

May 6, 2025

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Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Software Licenses.

SECTION 3: APPROVAL OF PURCHASE ORDER. The Village Council approves the Purchase Order in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Purchase Order after receipt by the Village Manager of two executed copies of the final Purchase Order from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Purchase Order will, at the option of the Village Council, be null and void..

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 6th day of May, 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Quote



QUOTE

as of 3/6/2025

Bill to:

Village of Winnetka, IL
510 Green Bay Road
Winnetka, IL 60093

Ship to:

Village of Winnetka, IL
510 Green Bay Road
Winnetka, IL 60093

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office 365 Plan G3 GCC	AAA-11894	12	23.00	157	\$43,332.00
Office 365 Plan G1 GCC	U4S-00001	12	10.00	49	\$5,880.00
Defender for O365 P1 GCC	3GU-00001	12	2.00	183	\$4,392.00
Project Plan 3 GCC	7MS-00001	12	28.10	2	\$674.40
Power BI Pro GCC	DDJ-00001	12	9.40	2	\$225.60
Visio Plan 2 GCC	P3U-00001	12	14.10	3	\$507.60
M365 Copilot GCC	EP2-24658	12	37.50	1	\$450.00
Entra ID P2 GCC	MQN-00001	12	8.50	1	\$102.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: \$55,563.60

*LIFTOFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Village of Winnetka, IL** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

RESOLUTION NO. R-44-2025
THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS
May 6, 2025

WHEREAS, Chris Rintz faithfully served the Village of Winnetka as Village Trustee for five years, and Village President for eight years, establishing Mr. Rintz as the longest serving president since 1929; and

WHEREAS, during the duration of Mr. Rintz's commitment to serving the Village, he additionally served on the Ad-Hoc Post Office Committee, Design Guidelines Ad-Hoc Committee, Design Review Board, Plan Commission, Building Review Committee, and as the Village's representative on the Northwest Municipal Conference, Metropolitan Mayors Caucus, and the Solid Waste Agency of Northern Cook County; and

WHEREAS, under Mr. Rintz's leadership, a comprehensive stormwater management plan was developed and implemented in an effort to mitigate flooding issues and work towards a sustainable stormwater management plan for Winnetka's future, improving the overall Village infrastructure, emphasizing the importance of residents' safety and quality of life by better managing heavy rainfall and the prevention of water damage; and

WHEREAS, Mr. Rintz helped advance the building performance and safety standards, construction, techniques and materials for residents in the Village by amending the Village's various building, fire, and safety codes to make them more current; contributed significantly to championing the preservation of historic buildings, structures and properties; worked diligently with residents, business owners, developers, and staff to honor consistency and fairness through various residential and commercial projects and development, enhancing the character of residential neighborhoods and business districts; and

WHEREAS, Mr. Rintz prioritized the importance of enriching the downtown business districts by implementing the approved downtown master plan through streetscape planning and improvement projects that revitalized the downtown business districts, attracting businesses and visitors, supporting the growth of local businesses and economic development, while overall strengthening the Village's economic foundation, and diligently and carefully considered the approvals of One Winnetka, Chase Bank, and 93 Green Bay Road developments to honor the community vision and ensure there be a long lasting impact for a brighter future; and

WHEREAS, Mr. Rintz led the Village through the COVID-19 global pandemic with a calm, steady resolve; ensured there was a balance between public health and safety while also supporting businesses and organizations with approval of a sales tax rebate program and expanded outdoor dining, and encouraged Winnetkans to support each other with patience and understanding; and

WHEREAS, Mr. Rintz championed the creation of a new comprehensive plan to guide the Village's growth and development; and engaged in a forward thinking approach that ensured the Village remains a desirable place to live, work, and invest, while maintaining its unique character and charm; and

WHEREAS, Mr. Rintz actively and attentively engaged with residents and community members through town hall meetings, school field trips to Village Hall, his daily dog walks, and community events (especially at the annual holiday tree lighting) fostering trust and ensuring resident's voices mattered and were heard, and committing to transparency and intergovernmental cooperation; and

NOW THEREFORE, BE IT RESOLVED that the Village Council, on behalf of the Village of Winnetka and Village staff, commends Chris Rintz for his unselfish dedication and donation of time, effort, and expertise to serving our community and extends to him sincere appreciation for his contributions to this Village; and

BE IT FURTHER RESOLVED that Chris Rintz transmits this Village greater and more beautiful than it was transmitted to him.

Robert Dearborn, Village President

Attest:

Robert M. Bahan, Village Manager